

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

IN RE: DOCKET NO. 010098-TP - Petition by Florida
Digital Network, Inc. for arbitration of
certain terms and conditions of proposed
interconnection and resale agreement with
BellSouth Telecommunications, Inc. under the
Telecommunications Act of 1996.

COPY

BEFORE: CHAIRMAN LILA A. JABER
COMMISSIONER J. TERRY DEASON

PROCEEDINGS: AGENDA CONFERENCE

ITEM NUMBER: 19

DATE: Tuesday, March 4, 2003

PLACE: 4075 Esplanade Way, Room 148
Tallahassee, Florida

REPORTED BY: MARY ALLEN NEEL
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PARTICIPANTS:

FELICIA BANKS, DAVID DOWDS, and BETH KEATING,
FPSC.

STAFF RECOMMENDATION

ISSUE 1: What language should be included in the parties' agreement to memorialize the Commission's decision regarding the provision of FastAccess?

RECOMMENDATION: The recommendations on disputed language contained in the analysis portion of staff's February 20, 2003 memorandum should be reflected in the parties' agreement.

ISSUE 2: Should this docket be closed?

RECOMMENDATION: No. If the Commission approves staff's recommendations in Issue 1, this docket should remain open in order that the parties may file their final interconnection agreement. Staff recommends that the parties be required to file the final interconnection agreement within 30 days from the issuance date of the order resolving the disputed contract language.

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PROCEEDINGS

CHAIRMAN JABER: Staff, do you have an introduction?

MR. DOWDS: Commissioners, Item 19 pertains to the FDN/BellSouth arbitration proceeding. Both parties filed language to implement the Commission's prior decision, and they did not agree on the specific language as to how best to implement the Commission's final decision on reconsideration. This is staff's recommendation resolving the disputed language between the parties. We can go through it as you wish.

CHAIRMAN JABER: Commissioner Deason, do you have any questions or a motion?

COMMISSIONER DEASON: I have some questions, Madam Chairman. The first question pertains to Issue 1.B. And as I understand staff's recommendation -- and correct me if I'm wrong. And I may be oversimplifying, but basically staff is recommending that the requirement to provide Internet access to FDN customers, that there is a limitation that it should only apply to UNE loops as opposed to UNE loops and UNE-P; is that correct?

MR. DOWDS: Yes.

1 COMMISSIONER DEASON: Okay. And the
2 rationale for that is that FDN only utilizes UNE
3 loops and does not use the UNE-P platform; is
4 that correct?

5 MR. DOWDS: That's correct.

6 COMMISSIONER DEASON: I guess the question
7 that I have is, certainly that's FDN's choice as
8 to whether they utilize UNE loops or UNE-P.
9 what happens if they change their competitive
10 strategy and they begin to use UNE-P? The
11 requirement to provide Internet access or
12 FastAccess service would no longer apply if FDN
13 chose to provide service over UNE-P?

14 MR. DOWDS: Two points. One, the basis for
15 my recommendation here was solely because there
16 is virtually no discussion whatsoever in the
17 FDN/BellSouth record pertaining to UNE-P,
18 because they aren't a UNE-P provider. That's
19 why this recommendation is limited to UNE loops.

20 Point number two, however, is that nothing
21 precludes FDN from using pick-and-choose and
22 adopting the language that's in the Supra and
23 BellSouth agreement if they so desire to have
24 FastAccess put over a UNE-P.

25 COMMISSIONER DEASON: So you're saying it's

1 just not necessary for us to address this in the
2 context of this proceeding, that if and when FDN
3 ever decides to use UNE-P, there can be a
4 mechanism for them to pursue that issue at that
5 time?

6 MR. DOWDS: Yes. Because in contrast to
7 FDN, supra explicitly argued about UNE-P, not
8 UNE-L.

9 COMMISSIONER DEASON: Then I have a
10 question on Issue 4, and this is the billing
11 arrangement. And I believe staff is in
12 agreement with the BellSouth position that
13 customers should be requested to provide credit
14 card -- credit card billing and credit card
15 payment on behalf of the customer; correct?

16 MR. DOWDS: Yes, in the sense that it's not
17 unreasonable for BellSouth to request that,
18 because they do it for own retail FastAccess
19 customers.

20 COMMISSIONER DEASON: And then what happens
21 if the customer decides not to utilize credit
22 card payment?

23 MR. DOWDS: This is the sticky wicket,
24 because there's really no prior record that's
25 dispositive one way or the other. The

1 Commission's prior decision, at least from my
2 perusal of the record, did not give BellSouth an
3 out. They didn't say you don't have to do X if
4 this is the case. Given that I couldn't find
5 any record support that would provide exceptions
6 where BellSouth would not have to continue
7 providing FastAccess in a migration context is
8 the basis for my recommendation, trying to be
9 consistent with the Commission's prior decision,
10 that it was incumbent upon BellSouth to come up
11 with an alternative billing mechanism.

12 COMMISSIONER DEASON: What would that be if
13 it's not going to be credit card? Would
14 BellSouth have to come up with some -- my
15 concern is the additional incremental cost of
16 imposing -- potentially associated with
17 providing service, FastAccess service. It seems
18 that the costs could be rather significant. Do
19 we have any -- there any record evidence
20 concerning potential costs associated with it?

21 MR. DOWDS: No, not in terms of changes to
22 billing systems.

23 COMMISSIONER DEASON: Would it require a
24 change in the billing systems if a customer
25 refuses to provide for credit card payment?

1 MR. DOWDS: I'm not certain if it would
2 necessitate a change in the billing system.
3 They may have to come up with an ad hoc way to
4 produce a bill for the given customer.

5 COMMISSIONER DEASON: Would it be
6 permissible to simply have BellSouth look to FDN
7 for payment and have FDN bill the customer? Is
8 that a workable solution?

9 MR. DOWDS: That seems to be a viable
10 option.

11 COMMISSIONER DEASON: So that would be up
12 to the parties. If that is the viable option,
13 the parties could pursue that. We're not
14 prohibiting that in any way by this decision?

15 MR. DOWDS: No, sir.

16 CHAIRMAN JABER: Commissioner Deason, may I
17 follow up on that very point? Those are the
18 questions I had on this item.

19 How do we incent that? How can we make --
20 what kind of decision could we make related to
21 this language that would force these parties to
22 work out the billing arrangement? Because
23 frankly, that's where I am on this part of the
24 issue. I think that Bell shouldn't be forced to
25 issue a separate bill. FDN could accommodate

1 some sort of negotiated agreement that allows
2 the service to be billed on their bill, but I
3 recognize there isn't record evidence to support
4 that. So how -- I find myself wondering how to
5 craft a decision here that incents these parties
6 to negotiate a billing system to accommodate
7 these limited circumstances.

8 MR. DOWDS: I'm not sure I have the answer
9 to that, but let me take a stab at it. What I
10 tried to do, based upon my review of the prior
11 record, is -- it's more of a negative
12 recommendation than anything else. You didn't
13 give them a -- provide BellSouth an out under --
14 specifying circumstances under which they would
15 no longer have to continue providing the
16 FastAccess, and specifically the fact that they
17 may have difficulty in billing them was not a
18 factor you considered. It wasn't part of the
19 record.

20 CHAIRMAN JABER: Right.

21 MR. DOWDS: Consequently, the way this
22 recommendation is couched, it basically gives
23 BellSouth two options. Option 1, if the
24 customer won't accept a credit card, BellSouth
25 either has a choice, at least in principle, of

1 figuring out a way to bill them, including --
2 whatever that might entail, or they eat it. If
3 they can't bill them, that's their problem.
4 It's not -- one could argue it's not in -- it's
5 their problem to resolve.

6 CHAIRMAN JABER: But can't we also add a
7 requirement on FDN that where the customer does
8 not agree to credit card billing, FDN shall bill
9 for BellSouth's FastAccess service?

10 MR. DOWDS: Respectfully, I honestly don't
11 know about that, but I'm sure the Commission can
12 strongly make suggestions and recommendations.

13 COMMISSIONER DEASON: Madam Chairman, I
14 think we share the same concern, and I
15 appreciate those questions. It seems to me that
16 -- it seems to me that it should be incumbent
17 upon the parties to work this out. And then if
18 credit card payment is not acceptable to the
19 customer, that -- I don't think our decision
20 when we -- our prior decision was that at all
21 costs and under all circumstances, you must
22 continue to provide FastAccess. I think it is
23 still -- it is conceivable that BellSouth, if
24 they try to work everything out under reasonable
25 terms with FDN and there's not a reasonable

1 solution, that it could be incumbent upon
2 BellSouth to file a petition to indicate to the
3 Commission that you did not consider the
4 incremental billing costs associated with this.

5 I understand staff's position that, you
6 know, a possible outcome would be just to forgo
7 the billing for that because it's more
8 economical to do that than to try to impose the
9 cost of a billing system. I think that's a
10 business decision BellSouth needs to make. We
11 don't need to make that for them.

12 We make our decisions based upon the
13 evidence and facts. And if BellSouth and FDN
14 cannot come to an understanding of a reasonable
15 billing system basis and BellSouth is convinced
16 that it is cost-prohibitive, it may be that if a
17 customer refuses to provide credit card billing
18 that perhaps that customer will not continue to
19 have access to FastAccess. But I don't have the
20 facts to base that upon yet, and that would be
21 for some future consideration.

22 MR. DOWDS: And I agree completely.
23 There's nothing that precludes BellSouth from
24 filing a petition to raise information that
25 wasn't before you before.

1 CHAIRMAN JABER: Okay. Now, by the same
2 token, the decision perhaps to start separate
3 billing shouldn't be foreclosed. And we didn't
4 speak to that, but I -- I'm hopefully not
5 opening a can of worms, but again, anticipating
6 what could happen in the future, if Bell decides
7 to separately bill the customers that remain on
8 FastAccess, I think that's a legitimate
9 communication between the customer and the
10 company.

11 And perhaps Bell would look at that as an
12 opportunity to market other services, and I
13 would hope that everyone thinks about that. I
14 don't think that's a bad thing. I think if it's
15 done in a fashion that relates to the service
16 being provided, I think that that's a fair
17 company decision too. And maybe as one weighs
18 the costs and the benefits of doing separate
19 billing, that would also go into BellSouth's
20 thinking as it relates to this business
21 decision. And I know we don't have evidence in
22 the record there, and I'm certainly not
23 advocating opening up a can of worms, but it
24 seems to me that those are the kinds of things
25 that go into businesses' decisions to incur

1 additional costs. There may be some benefits
2 that balance those costs out.

3 So my preference, Commissioner Deason, is
4 to find a way that leaves it completely open and
5 incents these companies to negotiate how to
6 resolve the issue of a customer not accepting a
7 credit card payment.

8 COMMISSIONER DEASON: I'm in agreement. So
9 how do we get there from here?

10 CHAIRMAN JABER: Yes, how do we get there,
11 David? Your recommendation is that we allow
12 BellSouth to request that the service be billed
13 to a credit card, but not to discontinue service
14 is if the request is declined. Perhaps there we
15 add that they should be permitted to petition
16 the Commission if these situations arise for
17 alternative billing solutions. I'm talking out
18 loud. I don't know that this is the right --

19 MR. DOWDS: Right.

20 COMMISSIONER DEASON: And included in that
21 is that if BellSouth can make a credible case
22 that it is cost-prohibitive, then it may be that
23 for a customer that refuses credit card payment,
24 that they may have to terminate their FastAccess
25 service. I don't know. I don't know the facts

1 yet, but it's conceivable to me that it could
2 support that.

3 And that's -- you know, I think we have
4 made a policy statement that generally,
5 FastAccess should not be disconnected, that it
6 should be continued when a customer changes
7 service, and I agree with that policy statement.
8 But I'm not sitting here to say that that's 100%
9 of the time under all conceivable circumstances.
10 There may be exceptions to that, but it's
11 BellSouth's burden to demonstrate that it's an
12 exception that is consistent with our general
13 policy for other valid reasons. So I don't want
14 to preclude that.

15 CHAIRMAN JABER: Right, right. I think
16 with all of that clarification to (a), we've
17 accomplished what we've stated. (b) -- I'm
18 looking at page 12, David. (b) I support under
19 your recommendation. (c), I think it's
20 incumbent on BellSouth and FDN to arrive at an
21 alternative way to bill the customer, or at
22 least leave it open for the companies to
23 negotiate an alternative billing solution.

24 I keep coming back to this was a case
25 between FDN and BellSouth.

1 MR. DOWDS: Right.

2 CHAIRMAN JABER: And it seems that the
3 parties to this contract have the same burden to
4 reach an agreement on billing.

5 MR. DOWDS: Referring you to the very
6 bottom, the proposed language, in the second
7 sentence, would something along the lines of,
8 "The parties shall cooperatively determine an
9 alternative means to bill the end user," would
10 that capture the spirit of what I was hearing?
11 I'm trying to get language for the agreement.
12 And there's also Commissioner Deason's point
13 about making it explicit that BellSouth has the
14 option if it's unduly burdensome to come back to
15 the Commission for a waiver, or whatever the
16 proper vehicle would be.

17 CHAIRMAN JABER: So that would include that
18 they first attempt to negotiate with FDN for an
19 alternative billing solution, and if that
20 doesn't work, then they petition us for anything
21 that may include disconnecting the customer.

22 COMMISSIONER DEASON: And it may be -- I'll
23 be very honest right now. That may be a very
24 high burden, given our general policy statement.
25 But if BellSouth thinks that they can make a

1 good business case and that it is again
2 consistent with good public policy, they're free
3 to do that.

4 CHAIRMAN JABER: Yes. And I guess what
5 gives me comfort and what we're trying to
6 establish here, Commissioner Deason, I have to
7 believe Bell's decision is not to disconnect the
8 FastAccess customer. I can't believe that that
9 would be the goal.

10 COMMISSIONER DEASON: And I agree with
11 that. I agree.

12 MR. DOWDS: May I clarify one point just to
13 make sure we do this right? One is that there's
14 language that needs to go in the agreement --
15 and primarily I'm referring to the second
16 sentence down here.

17 COMMISSIONER DEASON: Can you --

18 MR. DOWDS: I'm sorry.

19 COMMISSIONER DEASON: Direct me to where
20 you're referring --

21 MR. DOWDS: I'm sorry.

22 COMMISSIONER DEASON: -- so I can follow
23 you.

24 MR. DOWDS: Page 12, the paragraph at the
25 bottom. It's 2.10.1.6. The second sentence

1 currently reads, "If the end user does not
2 provide a credit card number to BellSouth for
3 billing purposes, BellSouth shall determine an
4 alternative means." And what I was proposing a
5 moment ago to try to capture the spirit of your
6 view is that the parties shall cooperatively,
7 something like that, determine an alternative
8 billing. Now --

9 CHAIRMAN JABER: Or, "The parties to this
10 contract shall negotiate an alternative means to
11 bill the end user"?

12 MR. DOWDS: Yes. That's what I was trying
13 to --

14 CHAIRMAN JABER: "Parties to this contract
15 shall negotiate an alternative means to bill the
16 end user."

17 I think it goes without saying if they fail
18 to negotiate, they're going to be coming back
19 here.

20 COMMISSIONER DEASON: I think that goes
21 without saying. I agree with that.

22 MR. DOWDS: Certainly.

23 And my second question was a "ducks in a
24 row" kind of question, and that is that you
25 wanted to make it explicit that BellSouth, if

1 all fails, has the option to come back before
2 the Commission for a waiver, and the burden of
3 proof we'll worry about later. But I guess my
4 question is, does that need to go in the
5 agreement, or does it just go in the order?

6 COMMISSIONER DEASON: I don't think it has
7 to go in the agreement. I think it's implicit.

8 CHAIRMAN JABER: Exactly.

9 MR. DOWDS: That was what I thought. I
10 wanted to make sure that I put it in the right
11 place.

12 CHAIRMAN JABER: Right. No, because our
13 preference -- we need to be real clear. Our
14 preference is that they sit down and negotiate
15 this. As a matter of fact, I will not be a
16 happy Commissioner if we start to see these
17 kinds of complaints. I mean, the idea is come
18 up with your market solution, negotiate these
19 things out. You want to keep the customer,
20 whether it's BellSouth wanting to keep the
21 FastAccess customer or FDN wanting to keep the
22 voice customer. So it's in all the companies'
23 interests to negotiate business solutions to
24 these problems.

25 MR. DOWDS: Thank you for your

1 clarification.

2 CHAIRMAN JABER: I had -- Commissioner
3 Deason, you had more questions?

4 COMMISSIONER DEASON: Well, I have a
5 question on 7 -- yes, 7, and this deals with the
6 possibility that there may not be available
7 facilities. And I think that in BellSouth's
8 proposal, they had suggested a 10% threshold,
9 and I think staff has rejected that. Can you
10 explain that further, please?

11 MR. DOWDS: We have no clue where the 10%
12 came from. There's absolutely no record support
13 for this at all. It's totally new.

14 Essentially, the language they're referring
15 to about having no facilities presupposes that
16 the only way they will continue to provide
17 FastAccess when a customer migrates its voice to
18 FDN is on a separate loop. In principle --
19 well, BellSouth argued, I believe, on
20 reconsideration that if they put FastAccess on a
21 loop that simultaneously had FDN voice, that it
22 would be a violation of Computer Inquiry III.
23 The Commission dismissed that claim.

24 Given your prior decision there, it seems
25 that if all else fails, it's not clear that

1 there's anything that precludes BellSouth,
2 though it's not its desired option, to put the
3 FastAccess on the same loop that FDN is buying
4 to providing to voice service. And that's why,
5 based upon the Commission's prior vote and the
6 fact that the 10% miraculously appears in this
7 filing, or in the language, basically, there's
8 no real support for it.

9 COMMISSIONER DEASON: Let me ask this
10 question. If for whatever reasons, business or
11 policies, BellSouth believes that it is
12 important and it is correct to continue to
13 provide FastAccess over a separate facility and
14 those facilities are not available, is there
15 going to be a reasonable period of time for
16 BellSouth to install the facilities if that is
17 the means by which they wish to continue to
18 provide the service?

19 MR. DOWDS: I want to say yes, but then
20 you're going to ask me what the reasonable
21 period is, and I don't know what the reasonable
22 period is.

23 Going back to the discussion we had earlier
24 on the potential problem of coming up with a
25 satisfactory solution for billing, I guess my

1 response would be the same thing here. If they
2 had a problem in trying to provision the
3 migrated to FastAccess, they could come back
4 before the Commission to get a waiver, I would
5 imagine. Help, Counselor.

6 MS. BANKS: I believe that would be
7 appropriate at that time if the company so
8 deems.

9 COMMISSIONER DEASON: So we don't want to
10 see that, but if that is the only recourse and
11 BellSouth feels compelled, they'll be free to
12 bring that to our attention?

13 MS. BANKS: I believe so, Commissioner.

14 CHAIRMAN JABER: Okay. But again
15 anticipating these kinds of issues in the
16 future, this is going to be at some point an
17 interconnection agreement. If they bring a
18 waiver request here, will there be a concern
19 that this is not the appropriate forum, you
20 know, that it's an interconnection agreement and
21 concerns need to go to arbitration or --

22 MR. DOWDS: Well, I believe the Commission
23 retains authority to -- I'm sorry; I'm playing
24 lawyer -- to enforce those agreements that it
25 approved. .

1 CHAIRMAN JABER: So you would -- and,
2 legal, you need to answer this. I don't want to
3 have this discussion in, you know, eight months.
4 You believe that retaining our jurisdiction
5 would cover requests for waivers?

6 MS. BANKS: Madam Chair, I believe that it
7 would be inclusive of that. Without being able
8 to cite any particular instance, I believe that
9 would be something the Commission could do.

10 CHAIRMAN JABER: We forced Beth to get up
11 again. But again, agreeing with Commissioner
12 Deason, that's not what we want to have happen
13 here. It's not that we are wanting requests for
14 waivers, but I just want to be fair in
15 articulating what we believe our jurisdiction
16 is.

17 MS. KEATING: I tried real hard not to get
18 up.

19 CHAIRMAN JABER: I know. I'm sorry.

20 MS. KEATING: Yes, you do retain
21 jurisdiction to interpret and enforce the
22 agreements that you have approved. I can tell
23 you that a request for a waiver of an
24 interconnection agreement would be extremely
25 unusual. That's not to say that it's something

1 that couldn't be entertained, particularly in
2 the context of interpreting the terms that you
3 approved based on the record that you have. I
4 suppose that it's something that could be
5 entertained in that context, but I can tell you
6 that it would a highly unusual request, but
7 that's not to say that it couldn't be done.

8 CHAIRMAN JABER: Does that give you any
9 concern, Commissioner Deason? It gives me some
10 concern.

11 COMMISSIONER DEASON: Well, then are you
12 suggesting that we have modified language, or
13 that the order just reflect it, or --

14 CHAIRMAN JABER: Right. Can we -- I don't
15 want -- even though we don't want to see these
16 kinds of requests, if a request were to come in,
17 the allegation that that's not contemplated by
18 the interconnection agreement, therefore, the
19 PSC is not the appropriate forum, can we nip
20 that argument in the bud by just including a
21 sentence that says we -- you know, something to
22 the effect that this concern should be
23 negotiated, and failure to negotiate may result
24 in a petition for a waiver at the Florida Public
25 Service Commission?

1 MS. KEATING: Or a petition for relief of
2 some sort. Maybe waiver isn't exactly the
3 precise type of relief that should be sought.
4 But certainly for any issues that aren't
5 specifically addressed in the interconnection
6 agreement, the parties should have the
7 opportunity to seek further relief from the
8 Commission. And that's something that maybe you
9 don't necessarily want specifically laid out in
10 the interconnection agreement, but in your order
11 we could certainly include language like that.

12 CHAIRMAN JABER: I think that's fair,
13 especially in the order as opposed to the
14 agreement, because the agreements can be
15 adopted.

16 MS. KEATING: Precisely.

17 CHAIRMAN JABER: But the order is limited
18 to these parties.

19 MS. KEATING: That's correct.

20 CHAIRMAN JABER: Okay. That satisfies my
21 concern, Commissioner.

22 COMMISSIONER DEASON: Okay.

23 CHAIRMAN JABER: You had other questions?

24 COMMISSIONER DEASON: I have no other
25 questions.. Are you prepared for a motion?

1 CHAIRMAN JABER: I have questions.

2 COMMISSIONER DEASON: Oh, you have
3 questions?

4 CHAIRMAN JABER: Yes. I just have one
5 question. On page 5, staff, I agree with
6 staff's recommendation and absolutely believe we
7 limited the discussion to the FastAccess
8 service. That was the issue in front of us,
9 frankly, and I went back and read the orders and
10 agree with staff's recommendation.

11 My question relates to the notion that
12 BellSouth should be allowed to discontinue the
13 provision of other kinds of Internet service.
14 And you use -- I guess FDN cites the AOL service
15 that BellSouth may provide. I'm just confused
16 as to why a company would discontinue that sort
17 of arrangement anyway. Assuming, David, that
18 BellSouth has an arrangement with AOL to provide
19 high-speed Internet service to their voice
20 customers --

21 MR. DOWDS: Oh, oh, I'm sorry. You got it
22 reversed.

23 CHAIRMAN JABER: Okay.

24 MR. DOWDS: It's not BellSouth's customer.
25 It's EarthLink's customer, or it's AOL. If you

1 want to get high-speed Internet access in South
2 Florida, what are your options, hypothetically?
3 One is, you can get FastAccess from BellSouth
4 for whatever they charge. If you like AOL's
5 wonderful little menus and things like that,
6 presumably you can get it from AOL. You can
7 also get it from EarthLink.

8 Now, the interstate ADSL transport that's
9 used as the telecommunications input in all
10 three information services is provided by
11 BellSouth. So what we're talking about here is
12 a situation where I'm a BellSouth voice
13 subscriber, I have EarthLink or AOL as my
14 high-speed Internet access, and if I -- under
15 the conditions of the interstate tariff,
16 BellSouth's ADSL tariff says that the interstate
17 offering goes on a telephone company exchange
18 line, which means they're an access line. So if
19 -- in this example, if I migrate from BellSouth
20 voice to somebody else's voice service,
21 BellSouth will disconnect the interstate
22 offering that EarthLink or AOL was using to
23 provide the high-speed access. And it's kind of
24 like the FDN situation, but it was not before
25 you.

1 CHAIRMAN JABER: But to the degree this
2 presents any problems for other companies, they
3 can seek similar relief here at the Commission.
4 This clearly was not in front us.

5 MR. DOWDS: Yes, I believe it was not.

6 CHAIRMAN JABER: Okay. Commissioner, I
7 think between the two of us, we covered all the
8 questions I had.

9 COMMISSIONER DEASON: Very well. Well, let
10 me see if I can make a motion. I would move
11 approval of staff's recommendation on all
12 issues, and as it pertains to Issues 4 and 7, as
13 clarified by our discussion today.

14 CHAIRMAN JABER: There is a motion to
15 accept staff's recommendation with the
16 clarifications and modifications we made today.
17 I'm going to agree with that.

18 Staff, procedurally speaking, are there
19 other issues you expect to come before us
20 related to this docket? Does this conclude the
21 process of ironing out the interconnection
22 agreement between these two parties?

23 MS. BANKS: As I understand it, Madam
24 Chair, yes. The parties would, as staff has
25 proposed in this close docket issue, have 30

1 days to file their final interconnection
2 agreement, going forth with what the Commission
3 decision is today, in sync with the Commission's
4 decision.

5 MR. DOWDS: Chairman Jaber, just to echo or
6 embellish my counselor's comment, the only
7 revision I think that we need to make that will
8 affect language in the agreement is on page 12
9 that we were talking about earlier. We just
10 need to draft some language for that second
11 sentence that captures your plural view as
12 opposed to what's here.

13 COMMISSIONER DEASON: I agree with that.
14 That's the only change in language within the
15 agreement. The other clarifications can be made
16 within the order.

17 MR. DOWDS: Yes, sir.

18 CHAIRMAN JABER: Okay. There's a motion
19 and a second. All those in favor say aye.

20 COMMISSIONER DEASON: Aye.

21 CHAIRMAN JABER: That resolves Item 19 in
22 the entirety.

23 Staff, the reason I'm asking the question
24 on procedure, to the degree there are other
25 items directly related to our vote today, we'll

1 continue to keep it a panel of Commissioner
2 Deason and myself. But if this gets a little
3 bit broader than the scope of this proceeding, I
4 want you to work with my office on another panel
5 or full Commission, whatever is appropriate.
6 But, you know, I would note that this is a panel
7 of two, and that continues to be appropriate as
8 it relates to this docket. But anything broader
9 between the two parties, let's open another
10 docket.

11 MS. BANKS: Will do, Madam Chair.

12 CHAIRMAN JABER: Thank you.

13 (Conclusion of consideration of Item 19.)

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2 CERTIFICATE OF REPORTER3
4 STATE OF FLORIDA)5 COUNTY OF LEON)
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7 I, MARY ALLEN NEEL, do hereby certify that the
8 foregoing proceedings were taken before me at the time
9 and place therein designated; that my shorthand notes
10 were thereafter transcribed under my supervision; and
11 that the foregoing pages numbered 1 through 28 are a
12 true and correct transcription of my stenographic
13 notes.

14 I FURTHER CERTIFY that I am not a relative,
15 employee, attorney or counsel of any of the parties,
16 or relative or employee of such attorney or counsel,
17 or financially interested in the action.

18 DATED THIS 11th day of March, 2003.
19
20

21 

22 MARY ALLEN NEEL, RPR
23 100 Salem Court
24 Tallahassee, Florida 32301
25 (850) 878-2221