

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Joint petition by NewSouth Communications Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC, on behalf of its operating subsidiaries Xspedius Management Co. Switched Services, LLC and Xspedius Management Co. of Jacksonville, LLC, for arbitration of certain issues arising in negotiation of interconnection agreement with BellSouth Telecommunications, Inc.

DOCKET NO. 040130-TP

FEBRUARY 21, 2005

STAFF'S PREHEARING STATEMENT

Pursuant to Order Nos. PSC-04-0488-PCO-TP, issued May 12, 2004, PSC-04-0513-PCO-TP, issued May 20, 2004, PSC-05-0018-PCO-TP, issued January 4, 2005, and PSC-05-0065-PCO-TP, issued January 19, 2005, the Staff of the Florida Public Service Commission files its Prehearing Statement.

a. All Known Witnesses

None.

b. All Known Exhibits

None.

c. Staff's Statement of Basic Position

Staff's positions are preliminary and based on materials filed by the parties and on discovery. The preliminary positions are offered to assist the parties in preparing for the hearing. Staff's final positions will be based upon all the evidence in the record and may differ from the preliminary positions stated herein.

DOCUMENT NUMBER - DATE

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FPSC-COMMISSION CLERK

d. Staff's Position on the Issues

**ISSUE 1**      **What should be the effective date of future rate impacting amendments?**

**POSITION:** Staff has no position at this time.

**ISSUE 2**      **How should "End User" be defined?**

**POSITION:** Staff has no position at this time.

**ISSUE 3**      **Should the agreement contain a general provision providing that BellSouth shall take financial responsibility for its own actions in causing, or contributing to unbillable or uncollectible CLEC revenue in addition to specific provisions set forth in Attachments 3 and 7?**

**POSITION:** Staff has no position at this time.

**ISSUE 4**      **What should be the limitation on each Party's liability in circumstances other than gross negligence or willful misconduct?**

**POSITION:** Staff has no position at this time.

**ISSUE 5**      **If the CLEC does not have in its contracts with end users and/or tariffs standard industry limitations of liability, who should bear the resulting risks?**

**POSITION:** Staff has no position at this time.

**ISSUE 6**      **How should indirect, incidental or consequential damages be defined for purposes of the Agreement?**

**POSITION:** Staff has no position at this time.

**ISSUE 7**      **What should the indemnification obligations of the parties be under this Agreement?**

**POSITION:** Staff has no position at this time.

**ISSUE 8**      **What language should be included in the Agreement regarding a Party's use of the other Party's name, service marks, logo and trademarks?**

**POSITION:** Staff has no position at this time.

**ISSUE 9**      **Under what circumstances should a party be allowed to take a dispute concerning the interconnection agreement to a Court of law for resolution first?**

**POSITION:** Staff has no position at this time.

**ISSUE 10**     **This issue has been resolved.**

**ISSUE 11**     **This issue has been resolved.**

**ISSUE 12**     **Should the Agreement explicitly state that all existing state and federal laws, rules, regulations, and decisions apply unless otherwise specifically agreed to by the Parties?**

**POSITION:** Staff has no position at this time.

**ISSUE 13**     **How should the Parties deal with non-negotiated deviations from the state Commission-approved rates in the rate sheets attached to the Agreement?**

**POSITION:** Staff has no position at this time.

**ISSUE 14**     **Can either Party require, as a prerequisite to performance of its obligations under the Agreement, that the other Party adhere to any requirement other than those expressly stipulated in the Agreement or mandated by Applicable Law?**

**POSITION:** Staff has no position at this time.

**ISSUE 15**     **If BellSouth changes a provision of one or more of its Guides that would cause CLEC to incur a material cost or expense to implement the change, should the CLEC notify BellSouth, in writing, if it does not agree to the change?**

**POSITION:**   Staff has no position at this time.

**ISSUE 16**     **If a tariff is referenced in the Agreement, what effect should subsequent changes to the tariff have on the Agreement?**

**POSITION:**   Staff has no position at this time.

**ISSUE 17**     **This issue has been resolved.**

**ISSUE 18**     **This issue has been resolved.**

**ISSUE 19**     **This issue has been resolved.**

**ISSUE 20**     **This issue has been resolved.**

**ISSUE 21**     **This issue has been resolved.**

**ISSUE 22A**    **Should CLEC be required to submit a BFR/NBR to convert a UNE or Combination (or part thereof) to other services or tariffed BellSouth access services?**

**POSITION:**   Staff has no position at this time.

**ISSUE 22B**    **In the event of such conversion, what rates should apply?**

**POSITION:**   Staff has no position at this time.

**ISSUE 23A** In the event UNEs or Combinations are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement, which Party should bear the obligation of identifying those service arrangements?

**POSITION:** Staff has no position at this time.

**ISSUE 23B** What recourse may BellSouth take if CLEC does not submit a rearrange or disconnect order within 30 days?

**POSITION:** Staff has no position at this time.

**ISSUE 23C** What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?

**POSITION:** Staff has no position at this time.

**ISSUE 24** This issue has been resolved.

**ISSUE 25** What rates, terms and conditions should apply for Routine Network Modifications pursuant to 47 C.F.R. § 51.319(a)(8) and (e)(5)?

**POSITION:** Staff has no position at this time.

**ISSUE 26** Should BellSouth be required to commingle UNEs or Combinations with any service, network element or other offering that it is obligated to make available pursuant to Section 271 of the Act?

**POSITION:** Staff has no position at this time.

**ISSUE 27** When multiplexing equipment is attached to a commingled circuit, should the multiplexing equipment be billed per the jurisdictional authorization (Agreement or tariff) of the lower or higher bandwidth service?

**POSITION:** Staff has no position at this time.

**ISSUE 28**      **Should the recurring charges for UNEs, Combinations and Other Services be prorated based upon the number of days that the UNEs are in service?**

**POSITION:** Staff has no position at this time.

**ISSUE 29**      **This issue has been resolved.**

**ISSUE 30**      **Should the Agreement include a provision declaring that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station do not constitute loops?**

**POSITION:** Staff has no position at this time.

**ISSUE 31**      **Should the Agreement require CLEC to purchase the entire bandwidth of a Loop in all situations?**

**POSITION:** Staff has no position at this time.

**ISSUE 32**      **This issue has been resolved.**

**ISSUE 33**      **Is unbundling relief provided under FCC Rule 319(a)(3) applicable to Fiber-to-the-Home Loops deployed prior to October 2, 2003?**

**POSITION:** Staff has no position at this time.

**ISSUE 34**      **This issue has been resolved.**

**ISSUE 35A**      **What rates should apply to testing and dispatch performed by BellSouth in response to a CLEC trouble report when no trouble is ultimately found to exist?**

**POSITION:** Staff has no position at this time.

**ISSUE 35B**      **What rate should apply when BellSouth is required to dispatch to an end user location more than once due to incorrect or incomplete information?**

**POSITION:** Staff has no position at this time.

**ISSUE 36A** How should line conditioning be defined in the Agreement?

**POSITION:** Staff has no position at this time.

**ISSUE 36B** What should BellSouth's obligations be with respect to line conditioning?

**POSITION:** Staff has no position at this time.

**ISSUE 37** Should the Agreement contain specific provisions limiting the availability of load coil removal to copper loops of 18,000 feet or less?

**POSITION:** Staff has no position at this time.

**ISSUE 38** Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?

**POSITION:** Staff has no position at this time.

**ISSUE 39A** Should BellSouth be required to perform Line Conditioning by modifying a Loop in such a way that it no longer meets technical parameters of the original Loop?

**POSITION:** Staff has no position at this time.

**ISSUE 39B** If not, should the resulting modified Loop be maintained as a non-service-specific Unbundled Copper Loop?

**POSITION:** Staff has no position at this time.

**ISSUE 40** Should BellSouth be required to allow CLEC to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have inactive loops attached?

**POSITION:** Staff has no position at this time.

**ISSUE 41A** This issue has been resolved.

**ISSUE 41B** This issue has been resolved.

**ISSUE 41C** Under what circumstances, if any, should BellSouth be required to install new network terminating wire (UNTW) for the use of the CLEC?

**POSITION:** Staff has no position at this time.

**ISSUE 41D** In determining whether a pair is available, to what standard should the CLEC be held?

**POSITION:** Staff has no position at this time.

**ISSUE 41E** Should a time limit be placed on a CLEC's commitment to reimburse costs associated with removing access terminals and restoring the property to its original state (per request of property owner)?

**POSITION:** Staff has no position at this time.

**ISSUE 42** Should BellSouth be required to provide access to Dark Fiber Loops for test access and testing at any technically feasible point?

**POSITION:** Staff has no position at this time.

**ISSUE 43** Under what circumstances should BellSouth be required to provide CLEC with Loop Makeup information on a facility used or controlled by a carrier other than BellSouth?

**POSITION:** Staff has no position at this time.

**ISSUE 44** This issue has been resolved.

**ISSUE 45** What should be the CLECs' indemnification obligations under a line splitting arrangement?

**POSITION:** Staff has no position at this time.



**ISSUE 46**     **Should the CLEC be permitted to incorporate the Fast Access language from the FDN and/or Supra interconnection agreements, respectively docket numbers 010098-TP and 001305-TP, for the term of this Agreement?**

**POSITION:** Staff has no position at this time.

**ISSUE 47**     **This issue has been resolved.**

**ISSUE 48**     **This issue has been resolved.**

**ISSUE 49**     **Under what conditions, if any, may BellSouth deny or delay a CLEC request to convert a circuit to a high capacity EEL?**

**POSITION:** Staff has no position at this time.

**ISSUE 50**     **How should the term "customer," as used in the FCC's EEL eligibility criteria rule, be defined?**

**POSITION:** Staff has no position at this time.

**ISSUE 51A**    **How often, and under what circumstances, should BellSouth be able to audit CLEC's records to verify compliance with the high capacity EEL service eligibility criteria?**

**POSITION:** Staff has no position at this time.

**ISSUE 51B**    **Should there be a notice requirement for BellSouth to conduct an audit and what should the notice include?**

**POSITION:** Staff has no position at this time.

**ISSUE 51C**    **Who should conduct the audit and how should the audit be performed?**

**POSITION:** Staff has no position at this time.

**ISSUE 52** Under what circumstances should CLEC be required to reimburse BellSouth for the cost of the independent auditor?

**POSITION:** Staff has no position at this time.

**ISSUE 53** This issue has been resolved.

**ISSUE 54** This issue has been resolved.

**ISSUE 55** What terms should govern CLEC access to test and splice Dark Fiber Transport?

**POSITION:** Staff has no position at this time.

**ISSUE 56** Should BellSouth's obligation to provide signaling link transport and SS7 interconnection at TELRIC-based rates be limited to circumstances in which BellSouth is required to provide and is providing to CLEC unbundled access to Local Circuit Switching?

**POSITION:** Staff has no position at this time.

**ISSUE 57A** Should the parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, including cases that would require the party providing the information to query a third party database provider?

**POSITION:** Staff has no position at this time.

**ISSUE 57B** If so, which party should bear the cost?

**POSITION:** Staff has no position at this time.

**ISSUE 58** Should LIDB charges be subject to application of jurisdictional factors?

**POSITION:** Staff has no position at this time.

**ISSUE 59** What terms should govern BellSouth's obligation to provide access to OSS?

**POSITION:** Staff has no position at this time.

**ISSUE 60** Should the CLEC be permitted to connect to BellSouth's switch via a Cross Connect, where technically feasible or any other technically feasible means of interconnection?

**POSITION:** Staff has no position at this time.

**ISSUE 61A** What is the definition of a global outage?

**POSITION:** Staff has no position at this time.

**ISSUE 61B** Should BellSouth be required to provide upon request, for any trunk group outage that has occurred 3 or more times in a 60 day period, a written root cause analysis report?

**POSITION:** Staff has no position at this time.

**ISSUE 61C(1)** What target interval should apply for the delivery of such reports?

**POSITION:** Staff has no position at this time.

**ISSUE 61C(2)** What target interval should apply for reports related to global outages?

**POSITION:** Staff has no position at this time.

**ISSUE 62** What provisions should apply regarding failure to provide accurate and detailed usage data necessary for the billing and collection of access revenues?

**POSITION:** Staff has no position at this time.

**ISSUE 63** Under what terms should CLEC be obligated to reimburse BellSouth for amounts BellSouth pays to third party carriers that terminate BellSouth transited/CLEC originated traffic?

**POSITION:** Staff has no position at this time.

**ISSUE 64** While a dispute over jurisdictional factors is pending, what factors should apply in the interim?

**POSITION:** Staff has no position at this time.

**ISSUE 65** Should BellSouth be allowed to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?

**POSITION:** Staff has no position at this time.

**ISSUE 66A** Does the tandem interconnection rate include common transport?

**POSITION:** Staff has no position at this time.

**ISSUE 66B** Have the CLECs presented sufficient information in this proceeding to establish entitlement to symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate?

**POSITION:** Staff has no position at this time.

**ISSUE 67** Should compensation for the transport and termination of ISP-bound Traffic be subject to a cap?

**POSITION:** Staff has no position at this time.

**ISSUE 68** How should Local Traffic be defined?

**POSITION:** Staff has no position at this time.

**ISSUE 69A** Should BellSouth be required to provide CLEC with OCn level interconnection at TELRIC-compliant rates?

**POSITION:** Staff has no position at this time.

**ISSUE 69B** What should those rates be?

**POSITION:** Staff has no position at this time.

**ISSUE 70** Should interconnection at TELRIC-based rates be limited to the percentage of facilities used for "local" traffic?

**POSITION:** Staff has no position at this time.

**ISSUE 71** What rate should apply for interconnection trunks and facilities in the event that a rate is not set forth in Exhibit A?

**POSITION:** Staff has no position at this time.

**ISSUE 72** Should the costs of two-way interconnection trunks and facilities used for both parties' traffic be split proportionally based on the percentage of traffic originated by each Party or in half?

**POSITION:** Staff has no position at this time.

**ISSUE 73** Under what conditions should CLEC be permitted to bill BellSouth based on actual traffic measurements, in lieu of BellSouth-reported jurisdictional factors?

**POSITION:** Staff has no position at this time.

**ISSUE 74A** What definition of "Cross Connect" should be included in the Agreement?

**POSITION:** Staff has no position at this time.

**ISSUE 74B** This issue has been resolved.

**ISSUE 75**     **In circumstances not covered by the scope of the FCC Rule 51.233 (which relates to Advanced Services equipment) what restrictions should apply to the CLEC's use of collocation space or collocated equipment/facilities that impact others?**

**POSITION:** Staff has no position at this time.

**ISSUE 76**     **To the extent the CLECs paid for space preparation and power on a non-recurring basis, how should those payments be accounted for in light of the current collocation rate structure?**

**POSITION:** Staff has no position at this time.

**ISSUE 77**     **When should BellSouth commence billing of recurring charges for power?**

**POSITION:** Staff has no position at this time.

**ISSUE 78**     **Should CLEC be required to pay additional space preparation fees and charges for costs related to functions that have not already been recovered through previous ICB or NRC charges?**

**POSITION:** Staff has no position at this time.

**ISSUE 79**     **What rates should apply for BellSouth-supplied DC power?**

**POSITION:** Staff has no position at this time.

**ISSUE 80A**    **Under the fused amp billing option, how should recurring and non-recurring charges be applied?**

**POSITION:** Staff has no position at this time.

**ISSUE 80B**    **What should the charges be?**

**POSITION:** Staff has no position at this time.

**ISSUE 81A** Should CLEC be permitted to choose between a fused amp billing option and a power usage metering option?

**POSITION:** Staff has no position at this time.

**ISSUE 81B** If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?

**POSITION:** Staff has no position at this time.

**ISSUE 82** For BellSouth-supplied AC power, should CLEC be entitled to choose between a fused amp billing option and a power usage metering option?

**POSITION:** Staff has no position at this time.

**ISSUE 83** Under what circumstances should BellSouth be entitled to request that a CLEC employee be removed from BellSouth's premises?

**POSITION:** Staff has no position at this time.

**ISSUE 84** Should payment history be included in the CSR?

**POSITION:** Staff has no position at this time.

**ISSUE 85** Should CLEC have to provide BellSouth with access to CSRs within firm intervals?

**POSITION:** Staff has no position at this time.

**ISSUE 86A** What procedures should apply when one Party alleges, via written notice, that the other Party has engaged in unauthorized access to CSR information?

**POSITION:** Staff has no position at this time.

**ISSUE 86B** How should disputes over alleged unauthorized access to CSR information be handled under the Agreement?

**POSITION:** Staff has no position at this time.

**ISSUE 87** Should BellSouth be allowed to assess manual service order charges on CLEC orders for which BellSouth does not provide an electronic ordering option?

**POSITION:** Staff has no position at this time.

**ISSUE 88** What rate should apply for Service Date Advancement (a/k/a service expedites)?

**POSITION:** Staff has no position at this time.

**ISSUE 89** Should CLEC be required to deliver a FOC to BellSouth for purposes of porting a number within a firm interval?

**POSITION:** Staff has no position at this time.

**ISSUE 90** Should CLEC be required to provide Reject Responses to BellSouth within a firm interval?

**POSITION:** Staff has no position at this time.

**ISSUE 91** Should BellSouth be required to provide performance and maintenance history for circuits with chronic problems?

**POSITION:** Staff has no position at this time.

**ISSUE 92** Should charges for substantially similar OSS functions performed by the parties be reciprocal?

**POSITION:** Staff has no position at this time.



**ISSUE 93A** Can BellSouth make the porting of an End User to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC?

**POSITION:** Staff has no position at this time.

**ISSUE 93B** If not, should BellSouth be subject to liquidated damages for imposing such conditions?

**POSITION:** Staff has no position at this time.

**ISSUE 94A** Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?

**POSITION:** Staff has no position at this time.

**ISSUE 94B** If so, what rates should apply?

**POSITION:** Staff has no position at this time.

**ISSUE 94C** What should be the interval for such mass migrations of services?

**POSITION:** Staff has no position at this time.

**ISSUE 95** What time limits should apply to backbilling, over-billing, and under-billing issues?

**POSITION:** Staff has no position at this time.

**ISSUE 96A** What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?

**POSITION:** Staff has no position at this time.

**ISSUE 96B** What intervals should apply to such changes?

**POSITION:** Staff has no position at this time.

**ISSUE 97** When should payment of charges for service be due?

**POSITION:** Staff has no position at this time.

**ISSUE 98A** What interest rate should apply for late payments?

**POSITION:** Staff has no position at this time.

**ISSUE 98B** What fee should be assessed for returned checks?

**POSITION:** Staff has no position at this time.

**ISSUE 99** What recourse should a Party have if it believes the other Party is engaging in prohibited, unlawful or improper use of its facilities or services, abuse of the facilities or noncompliance with the Agreement or applicable tariffs?

**POSITION:** Staff has no position at this time.

**ISSUE 100** Should CLEC be required to pay past due amounts in addition to those specified in BellSouth's notice of suspension or termination for nonpayment in order to avoid suspension or termination?

**POSITION:** Staff has no position at this time.

**ISSUE 101** How many months of billing should be used to determine the maximum amount of the deposit?

**POSITION:** Staff has no position at this time.

**ISSUE 102** Should the amount of the deposit BellSouth requires from CLEC be reduced by past due amounts owed by BellSouth to CLEC?

**POSITION:** Staff has no position at this time.

**ISSUE 103** Should BellSouth be entitled to terminate service to CLEC pursuant to the process for termination due to non-payment if CLEC refuses to remit any deposit required by BellSouth within 30 calendar days?

**POSITION:** Staff has no position at this time.

**ISSUE 104** What recourse should be available to either Party when the Parties are unable to agree on the need for or amount of a reasonable deposit?

**POSITION:** Staff has no position at this time.

**ISSUE 105** Under what conditions may BellSouth seek additional security deposit from CLEC?

**POSITION:** Staff has no position at this time.

**ISSUE 106** To whom should BellSouth be required to send the 15 day notice of suspension for additional applications for service, pending applications for service and access to BellSouth's ordering systems?

**POSITION:** Staff has no position at this time.

**ISSUE 107A** Should BellSouth be permitted to charge CLEC the full development costs associated with a BFR?

**POSITION:** Staff has no position at this time.

**ISSUE 107B** If so, how should these costs be recovered?

**POSITION:** Staff has no position at this time.

**ISSUE 108** How should the final FCC unbundling rules be incorporated into the Agreement?

**POSITION:** Staff has no position at this time.

**ISSUE 109A** Should any intervening FCC Order adopted in CC Docket 01-338 or WC Docket 04-313 be incorporated into the Agreement? If so, how?

**POSITION:** Staff has no position at this time.

**ISSUE 109B** Should any intervening State Commission Order relating to the unbundling obligations, if any, be incorporated into the Agreement? If so, how?

**POSITION:** Staff has no position at this time.

**ISSUE 110** If FCC 04-179 is vacated or otherwise modified by a court of competent jurisdiction, how should such order or decision be incorporated into the Agreement?

**POSITION:** Staff has no position at this time.

**ISSUE 111** At the end of the Interim Period, assuming that the Transition Period set forth in FCC 04-179 is neither vacated, modified, nor superseded, should the Agreement automatically incorporate the Transition Period set forth in the Interim Order? If not, what post Interim Period<sup>1</sup> transition plan should be incorporated into the Agreement?

**POSITION:** Staff has no position at this time.

**ISSUE 112A** What rates, terms and conditions relating to switching, enterprise market loops and dedicated transport were "frozen" by FCC 04-179?

**POSITION:** Staff has no position at this time.

**ISSUE 112B** How should these rates, terms and conditions be incorporated into the Agreement?

**POSITION:** Staff has no position at this time.

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<sup>1</sup> INTERIM PERIOD – as set forth in ¶29 of the FCC 04-179, is defined as the period that ends on the earlier of (1) March 12, 2005 or (2) the effective date of the final unbundling rules adopted by the FCC pursuant to the Notice of Proposed Rulemaking described in the FCC 04-179.

**ISSUE 113A** Is BellSouth obligated to provide unbundled access to DS1 loops, DS3 loops and dark fiber loops?

**POSITION:** Staff has no position at this time.

**ISSUE 113B** If so, under what rates, terms and conditions?

**POSITION:** Staff has no position at this time.

**ISSUE 114A** Is BellSouth obligated to provide unbundled access to DS1 dedicated transport, DS3 dedicated transport and dark fiber dedicated transport?

**POSITION:** Staff has no position at this time.

**ISSUE 114B** If so, under what rates, terms and conditions?

**POSITION:** Staff has no position at this time.

e. Pending Motions

Staff has no pending motions.

f. Pending Confidentiality Claims or Requests


Staff has no pending confidentiality claims or requests.

g. Compliance with Order Nos. PSC-04-0488-PCO-TP, issued May 12, 2004, PSC-04-0513-PCO-TP, issued May 20, 2004, PSC-05-0018-PCO-TP, issued January 4, 2005, and PSC-05-0065-PCO-TP, issued January 19, 2005.

Staff has complied with all requirements of the Order Establishing Procedure entered in this docket.

STAFF'S PREHEARING STATEMENT.  
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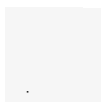
Respectfully submitted this 21<sup>st</sup> day of February, 2005.



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JEREMY L. SUSAC  
KIRA SCOTT  
Staff Counsel

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BEFORE THE PUBLIC SERVICE COMMISSION

In re: Joint petition by NewSouth Communications Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC, on behalf of its operating subsidiaries Xspedius Management Co. Switched Services LLC and Xspedius Management Co. of Jacksonville, LLC, for arbitration of certain issues arising in negotiation of interconnection agreement with BellSouth Telecommunications, Inc.

DOCKET NO. 040130-TP  
DATED: FEBRUARY 21, 2005

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that one true and correct copy of STAFF'S PREHEARING STATEMENT has been furnished to the following by U. S. mail this 21<sup>st</sup> day of February, 2005:

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