

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Resolution of) DOCKET NO. 950985-TP
petition(s) to establish) ORDER NO. PSC-96-0337-PHO-TP
nondiscriminatory rates, terms,) ISSUED: March 8, 1996
and conditions for)
interconnection involving local)
exchange companies and)
alternative local exchange)
companies pursuant to Section)
364.162, Florida Statutes.)

Pursuant to Notice, a Prehearing Conference was held on March 1, 1996, in Tallahassee, Florida, before Commissioner J. Terry Deason, as Prehearing Officer.

APPEARANCES:

Donald L. Crosby, Esquire, 7800 Belfort Parkway, Suite 270, Jacksonville, Florida 32256-6925
On behalf of Continental Cablevision, Inc.

Robert S. Cohen, Esquire, Pennington, Culpepper, Moore, Wilkinson, Dunbar & Dunlap, P.A., Post Office Box 10095, Tallahassee, Florida 32302-2095
On behalf of Time Warner AxS of Florida, L. P. and Digital Media Partners.

James C. Falvey, Esquire, Swidler & Berlin, Chartered, 3000 K Street, N.W., Suite 300, Washington, D.C. 20007
On behalf of Metropolitan Fiber Systems of Florida, Inc.

Anthony P. Gillman, Esquire, Post Office Box 110, FLTC0007, Tampa, Florida 33601
On behalf of GTE Florida Incorporated.

J. Jeffry Wahlen, Esquire, and Lee Willis, Esquire, MacFarlane Ausley Ferguson & McMullen, Post Office Box 391, Tallahassee, Florida 32302
On behalf of Central Telephone Company of Florida and United Telephone Company of Florida.

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On behalf of AT&T of the Southern States, Inc.

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On behalf of MCI Metro Access Transmission Services, Inc.

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On behalf of McCaw Communications of Florida, Inc. and
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On behalf of the Commission Staff.

PREHEARING ORDER

I. CASE BACKGROUND

The 1995 Florida Legislature approved substantial revisions to Chapter 364, Florida Statutes. Included in these changes are provisions that authorize the competitive provision of local exchange telecommunications service. Incumbent local exchange companies may elect to be price regulated, rather than rate base rate-of-return regulated companies. The law requires incumbent

local interexchange companies to interconnect with competitive providers of local exchange telecommunications service.

Section 364.162, Florida Statutes, provides in pertinent part:

Any party who, on July 1, 1995, has an application on file with the commission to become an alternative local exchange telecommunications company shall have until August 31, 1995, to negotiate with a local exchange telecommunications company mutually acceptable prices, terms, and conditions of interconnection and for the resale of services and facilities. . . . If a negotiated price is not established by August 31, 1995, either party may petition the commission to establish nondiscriminatory rates, terms, and conditions of interconnection and for the resale of services and facilities.

Section 364.162(3), Florida Statutes, requires the Commission to set non-discriminatory rates, terms and conditions of interconnection within 120 days following the filing of a petition.

On August 30, 1995, the Prehearing Officer set forth the procedural dates governing petitions filed requesting the Commission to establish nondiscriminatory rates, terms, and conditions for interconnection. See Order No. PSC-95-1084-PCO-TP.

Continental Cablevision, Inc. (Continental) filed a petition with the Commission to establish prices, terms and conditions for interconnection with BellSouth Telecommunications, Inc. (BellSouth), GTE Florida Incorporated (GTEFL), United Telephone Company of Florida and Central Telephone Company of Florida (United/Centel). The date on which Continental filed an amended petition meeting the requirements of the procedural order was October 20, 1996.

On October 31, 1995, Continental filed a Motion for Stay of Proceeding and to Hold Proceeding in Abeyance with Respect to United/Centel and GTEFL. By Order No. PSC-95-1421-PCO-TP, issued November 22, 1995, the Prehearing Officer set forth the procedural dates for Continental's petition for interconnection with United/Centel and GTEFL. Continental subsequently withdrew its petition for interconnection with GTEFL.

On December 22, 1995, Time Warner AxS of Florida, L.P. and Digital Media Partners (collectively Time Warner) filed a joint petition requesting that the Commission establish nondiscriminatory rates, terms, and conditions for interconnection with United Telephone Company of Florida (United). By Order No. PSC-95-1585-

PCO-TP, issued December 22, 1995, the Prehearing Officer set forth procedural dates for Time Warner's petition.

On January 23, 1996, Metropolitan Fiber Systems of Florida, Inc. (MFS-FL) filed two petitions requesting that the Commission establish nondiscriminatory rates, terms, and conditions for interconnection with United/Centel and GTEFL. By Order No. PSC-96-0136-PCO-TP, issued January 31, 1996, the Prehearing Officer set forth procedural dates for MFS-FL's petitions.

A formal administrative hearing has been set for March 12, 1996 to address the petitions filed by Continental, Time Warner, and MFS-FL for interconnection with United/Centel and GTEFL. However, if these days do not permit enough time to complete the hearing, it will be necessary to continue the hearing sometime during that week.

II. PROCEDURE FOR HANDLING CONFIDENTIAL INFORMATION

A. Any information provided pursuant to a discovery request for which proprietary confidential business information status is requested shall be treated by the Commission and the parties as confidential. The information shall be exempt from Section 119.07(1), Florida Statutes, pending a formal ruling on such request by the Commission, or upon the return of the information to the person providing the information. If no determination of confidentiality has been made and the information has not been used in the proceeding, it shall be returned expeditiously to the person providing the information. If a determination of confidentiality has been made and the information was not entered into the record of the proceeding, it shall be returned to the person providing the information within the time periods set forth in Section 364.183(2), Florida Statutes.

B. It is the policy of the Florida Public Service Commission that all Commission hearings be open to the public at all times. The Commission also recognizes its obligation pursuant to Section 364.183, Florida Statutes, to protect proprietary confidential business information from disclosure outside the proceeding.

In the event it becomes necessary to use confidential information during the hearing, the following procedures will be observed:

- 1) Any party wishing to use any proprietary confidential business information, as that term is defined in Section 364.183, Florida Statutes, shall

notify the Prehearing Officer and all parties of record by the time of the Prehearing Conference, or if not known at that time, no later than seven (7) days prior to the beginning of the hearing. The notice shall include a procedure to assure that the confidential nature of the information is preserved as required by statute.

- 2) Failure of any party to comply with 1) above shall be grounds to deny the party the opportunity to present evidence which is proprietary confidential business information.
- 3) When confidential information is used in the hearing, parties must have copies for the Commissioners, necessary staff, and the Court Reporter, in envelopes clearly marked with the nature of the contents. Any party wishing to examine the confidential material that is not subject to an order granting confidentiality shall be provided a copy in the same fashion as provided to the Commissioners, subject to execution of any appropriate protective agreement with the owner of the material.
- 4) Counsel and witnesses are cautioned to avoid verbalizing confidential information in such a way that would compromise the confidential information. Therefore, confidential information should be presented by written exhibit when reasonably possible to do so.
- 5) At the conclusion of that portion of the hearing that involves confidential information, all copies of confidential exhibits shall be returned to the proffering party. If a confidential exhibit has been admitted into evidence, the copy provided to the Court Reporter shall be retained in the Division of Records and Reporting's confidential files.

Post-hearing procedures

Rule 25-22.056(3), Florida Administrative Code, requires each party to file a post-hearing statement of issues and positions. A summary of each position of no more than 50 words, set off with asterisks, shall be included in that statement. If a party's position has not changed since the issuance of the prehearing

order, the post-hearing statement may simply restate the prehearing position; however, if the prehearing position is longer than 50 words, it must be reduced to no more than 50 words. The rule also provides that if a party fails to file a post-hearing statement in conformance with the rule, that party shall have waived all issues and may be dismissed from the proceeding.

A party's proposed findings of fact and conclusions of law, if any, statement of issues and positions, and brief, shall together total no more than 60 pages, and shall be filed at the same time. The prehearing officer may modify the page limit for good cause shown. Please see Rule 25-22.056, Florida Administrative Code, for other requirements pertaining to post-hearing filings.

III. PREFILED TESTIMONY AND EXHIBITS

Testimony of all witnesses to be sponsored by the parties (and Staff) has been prefiled. All testimony which has been prefiled in this case will be inserted into the record as though read after the witness has taken the stand and affirmed the correctness of the testimony and associated exhibits. All testimony remains subject to appropriate objections. Each witness will have the opportunity to orally summarize his or her testimony at the time he or she takes the stand. Upon insertion of a witness' testimony, exhibits appended thereto may be marked for identification. After all parties and Staff have had the opportunity to object and cross-examine, the exhibit may be moved into the record. All other exhibits may be similarly identified and entered into the record at the appropriate time during the hearing.

Witnesses are reminded that, on cross-examination, responses to questions calling for a simple yes or no answer shall be so answered first, after which the witness may explain his or her answer.

IV. ORDER OF WITNESSES

<u>Witness</u>	<u>Appearing For</u>	<u>Issues #</u>
A.R. (Dick) Schleiden	Continental	All
Danny G. Engleman	Time Warner	1, 13

<u>Witness</u>	<u>Appearing For</u>	<u>Issues #</u>
Joan McGrath	Time Warner	3, 4, 5a, 5b, 6, 7, 8, 9, 10, 12, 13, 14
Don J. Wood	Time Warner	1, 2, 11
Timothy T. Devine	MFS-FL	All
Mike Guedel	AT&T	1-2
Joseph P. Cresse	FCTA	1-2
Don Price	MCImetro	5b, 12, 13
Dr. Nina Cornell	MCImetro	1-3, 11
Dr. Edward C. Beauvais	GTEFL	1-3
Ms. Beverly Y. Menard	GTEFL	3-15
F. Ben Poag	United/Centel	All
Gene E. Michaelson	United/Centel	1

* Direct and rebuttal will be heard at the same time.

** If the Commission approves the stipulation between MFS-FL and GTEFL (See Section VIII), MFS-FL and GTEFL should be prepared to withdraw portions of their testimony on the day of the hearing.

V. BASIC POSITIONS

CONTINENTAL:

The appropriate compensation arrangement for interconnection of traffic between Continental and Sprint-United Telephone Company of Florida and Sprint-Central Telephone Company of Florida (collectively "Sprint-United/Centel") is a "bill and keep" arrangement. This is the model used for terminating traffic between incumbent LECs in Florida today. The Commission's establishment of a "bill and keep" arrangement in this

instance would provide the following benefits: (1) it is reciprocal; (2) as the lowest-cost method, it will encourage the lowest rates for consumers; (3) it minimizes costs that could serve as a barrier to entry into the local service market by ALECs; (4) it provides economic incentives for the ALECs to invest in and strengthen the State's local telecommunications infrastructure; (5) it avoids skewed marketing activity; (6) it is consistent with the recent legislation's flat-rate pricing for basic services; and (7) it avoids the potential for resource-wasting contention over monthly usage reports. Any compensation arrangement modeled after switched access charges paid to incumbent LECs by interexchange carriers for toll traffic is inappropriate because it would serve as a barrier to competition in derogation of Section 364.162(5), Florida Statutes (1995).

TIME WARNER:

Time Warner believes that the best method of interconnection compensation, especially in a infant local exchange market, is a bill and keep arrangement. This is the method that local exchange companies (LECs) use today, is administratively simple, and allows competitors to choose a network architecture which is most efficient. In addition, bill and keep is most likely to produce the benefits of competition for consumers. In technical interconnection arrangements, the alternative local exchange company should be treated as a co-carrier, utilizing many of the mechanisms that are in place between LECs today. No issues other than those identified in this docket should be discussed in this docket.

MFS-FL (GTE PETITION):

The principal issue to be resolved is reciprocal compensation between MFS-FL and GTEFL for local call termination. MFS-FL believes that the most efficient, administratively simple and equitable method of compensation for terminating access is the bill and keep method based on the in-kind exchange of traffic between co-carriers. Once GTEFL has conducted Long Run Incremental Cost ("LRIC") cost studies, reciprocal compensation should be based on the LRIC of interconnection. In addition to compensation, three additional issues remain unresolved between MFS-FL and

GTEFL. First, two collocated ALECs must be permitted to cross-connect directly without transiting GTEFL's network. Second, the appropriate intermediary charge for traffic transiting the GTEFL network is the lesser of: 1) GTEFL's interstate or intrastate switched access per minute tandem switching element; or 2) a per minute rate of \$0.002. Third, where an interconnection occurs via a collocation facility, upon reasonable notice, MFS-FL must be permitted to change from one interconnection method to another with no penalty, conversion, or rollover charges.

MFS-FL (UNITED/CENDEL PETITION):

The principal issue to be resolved is reciprocal compensation between MFS-FL and United/Centel for local call termination. MFS-FL believes that the most efficient, administratively simple and equitable method of compensation for terminating access is the bill and keep method based on the in-kind exchange of traffic between co-carriers. Once United/Centel has conducted Long Run Incremental Cost ("LRIC") cost studies, reciprocal compensation should be based on the LRIC of interconnection. MFS-FL believes that it might be possible to sign an agreement with United/Centel as to a number of the co-carrier issues in this docket. Until such time, the positions of MFS-FL on each of the positions is detailed below.

GTEFL:

GTEFL agrees that interconnection of networks is essential to assuring that all telephone users in Florida can place and receive calls from all other users in the State. However, no entity should be responsible for assuring the financial viability of its competitors. The interests of all market participants--not just new entrants--must be considered if rational and efficient competition is to develop. To achieve this goal, ideally the Commission should move toward a unitary pricing approach for network components that will eliminate distinctions based on users, uses, and regulatory jurisdiction. While the Commission may not be able to immediately achieve a rebalanced rate structure, it can in this proceeding take some significant steps that will establish the correct economic and policy foundations from which to proceed. To this end, the Commission should adopt an originating responsibility approach to intercarrier compensation for interconnection. Under an originating responsibility plan (ORP), the carrier serving the customer originating a call sees that the

call is completed and that other firms involved in either transporting or terminating the call are compensated for use of their networks. The appropriate price for termination of local traffic for a competitor is in the range of those established for measured service. In GTEFL's case, the use of its existing switched access price less the carrier common line and residual interconnection charges would satisfy this standard.

In no event should the Commission mandate a blanket "bill-and-keep" method of intercarrier compensation. Bill-and-keep, a specialized case of ORP, is appropriate only when the quantity of terminating minutes is the same, the terminating price charged by both customers is the same, and no intermediate carriers are involved. Only ill-founded assumptions have been offered to support a bill-and-keep arrangement, which will always result in zero net payments, regardless of the traffic flow characteristics and relative prices of carrier pairs.

UNITED/CENTEL:

There are two methods of local interconnection which will appropriately meet the requirements for local interconnection. One is a flat rate port charge at the DS1 level, the other is a per minute of use charge. The rates for both methods should maintain the existing relationship to access charges to minimize arbitrage. Additionally, maintaining the relationship to access charges mitigates reinventing the wheel to determine new tariffs, processes, rate elements, terms and conditions.

The Companies' preference is the flat rate port charge as it will be less costly to implement, in terms of measurement costs, but still meets the statutory obligations to establish an interconnection charge which covers costs.

AT&T:

AT&T understands the issues in this case may be the subject of continuing negotiations between the various ALECs and the various LECs. To the extent that such issues can be resolved through negotiations, such negotiated arrangement should be filed with the Commission pursuant to Section 364.162(2), Florida Statutes, and this docket should be closed. To the extent that the parties are unable to resolve all of the pending issues, AT&T believes that they should resolve as many issues as possible [to be filed with the Commission

pursuant to Section 364.162(2)] and that this docket should be used to resolve only the remaining issues.

It is AT&T's understanding that the issues that are most likely to need Commission resolution are those involving the appropriate interconnection rate structure, interconnection rates, or other arrangements for the exchange of traffic between the various ALECs and United/Centel and GTEFL. AT&T submits that, initially, the best solution to this question may be a "bill and keep" arrangement whereby the compensation that one company offers to another for the completion of its calls is an agreement to complete the other company's calls in a like manner. Such an arrangement is simple to administer and can be implemented without the development of cost studies that would be required to establish and justify specific prices.

In the long run, if effective competition for local service does develop and some of the complications of measuring, billing, and costing are sorted out, it may be possible to develop a mechanism that includes actual billing at prices based on Total Service Long Run Incremental Cost (hereinafter "TSLRIC"). That is, the rates charged for call termination service associated with interconnection arrangements should be set at the TSLRIC that each company incurs in providing the service. If such a mechanism is established, participating companies should be permitted to recover the TSLRIC that they incur in providing call termination arrangements, but no company should be permitted to exact any additional mark-up from potential competitors simply for the right to do business in its territory.

FCTA: The appropriate compensation arrangement between ALECs and Sprint-United/Centel or GTEFL is a bill and keep arrangement. This is the model used for terminating traffic between the facilities-based incumbent LECs in Florida today. The Sprint-United\Centel and GTEFL proposals based upon their switched access rate elements will stifle full competition.

INTERMEDIA:

This proceeding addresses the petitions of certain ALECs that were unable to reach an agreement with GTE Florida Incorporated (GTEFL), United Telephone Company of Florida or Central Telephone Company of Florida (United/Centel)

with respect to the terms and conditions for interconnection. Intermedia has reached an agreement with United/Centel and GTEFL, however. Given these agreements, Intermedia takes no position as to what should be the terms and conditions for interconnection between the LECs and petitioners.

MCIMETRO:

The appropriate arrangement for the exchange of local traffic between United/Centel and GTEFL and the ALECs¹ is mutual traffic exchange in which the parties have co-carrier status and compensate each other "in kind" by terminating local traffic from the other party without explicit compensation. The appropriate arrangement for the exchange of toll traffic between United/Centel and GTEFL and any ALEC is the payment of terminating access charges by the carrier originating the traffic to the carrier terminating the traffic. All arrangements for termination of local traffic and other related matters should be tariffed. However, the tariffing of a specific arrangement negotiated by one set of parties should not preclude the tariffing of other arrangements that may be negotiated by other parties nor should it set a precedent for Commission action in the event another set of parties is unable to reach a negotiated agreement and petitions the Commission to resolve their dispute.

MCCAW:

For local competition to develop, the competing local carriers must interconnect pursuant to rates, terms, and conditions that meet the technical and economic needs of each party. To the extent such rates, terms, and conditions cannot be negotiated, this Commission must establish nondiscriminatory rates, terms and conditions.

STAFF:

None pending discovery.

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

¹ In accordance with the Order Establishing Preliminary List of Issues, ALECs refers to the parties who have filed petitions in this proceeding, namely Continental Cablevision, Inc., Time Warner AXS of Florida, L.P. and Digital Media Partners, and Metropolitan Fiber Systems of Florida, Inc.

based upon all the evidence in the record and may differ from the preliminary positions.

VI. ISSUES AND POSITIONS

ISSUE 1: What are the appropriate rate structures, interconnection rates, or other compensation arrangements for the exchange of local and toll traffic between the respective ALECs and United/Centel and GTEFL?

POSITIONS:

CONTINENTAL:

Continental's position is based on the following assumptions: all inter-LATA traffic is toll; the originating company determines whether intra-LATA traffic is local or toll; a tandem switch is engineered for the efficiency and convenience of the company operating it; and all companies have access to all levels of the switching hierarchy. Based on these assumptions, the following interconnection arrangement should apply:

(A) For inter-LATA toll traffic delivered to the end office or tandem: inter-LATA switched access rates should apply;

(B) For intra-LATA toll traffic delivered to the end office: "bill and keep" should apply;

(C) For intra-LATA toll traffic delivered to the tandem: intra-LATA switched access rates should apply; and

(D) For local traffic delivered to an end office or a tandem: "bill and keep" should apply.

Under the "bill and keep" arrangement, often referred to as "mutual traffic exchange" or "payment in kind," two companies exchange traffic originating on their own facilities bound for termination on the other's facilities at some agreed-upon point, with each bearing the cost of its own facilities, keeping the revenues it generates and not charging the other to use its facilities. This method is currently the interconnection arrangement adopted in at least 6 states.

The "bill and keep" interconnection arrangement will prevent unreasonable discrimination between local exchange service providers in accordance with Section 364.16(3), Florida Statutes (1995). Moreover, it will promote consumer choice among the widest possible array of telecommunications services, while stimulating demand, promoting feature innovation, and reducing consumer prices. It will assure a balance of traffic flow among providers of Florida's Public Switched Network (PSN). Any interconnection compensation arrangement requiring payments between Continental and Sprint-United/Centel for terminating traffic is inappropriate for at least two major reasons. First, it would stifle full competition through the construction of entry barriers or burdens. Also, it would lead to distortions in the marketplace with respect to traffic flows, creating unpredictable market behavior.

TIME WARNER:

The appropriate interconnection arrangement is bill and keep.

MFS-FL (GTE PETITION):

The appropriate compensation arrangement for local traffic termination between MFS-FL and GTEFL is the bill and keep method of traffic exchange. Once LRIC studies are available, bill and keep should transition to LRIC-based rates. The Commission should conduct a full hearing to examine United/Centel cost studies. Where interconnection occurs via collocation, upon reasonable notice, MFS-FL would be permitted to change from one interconnection method to another with no penalty, conversion, or rollover charges.

MFS-FL (UNITED/CENTEL PETITION):

The appropriate interconnection "rate" for local traffic termination between MFS-FL and United/Centel is the bill and keep method of traffic exchange. Once LRIC studies are available, bill and keep should transition to LRIC-based rates. The Commission should conduct a full hearing to examine United/Centel cost studies. Where interconnection occurs via collocation, upon reasonable notice, MFS-FL would be permitted to change from one interconnection method to another with no penalty, conversion or rollover charges.

GTEFL: As a first step toward establishing a rational pricing policy, the Commission should adopt an originating responsibility plan (ORP) for intercompany compensation for interconnection. Under this mechanism, the carrier serving the customer originating the call sees that the call is completed and that any carriers involved in transporting or terminating the call are compensated. Each company should develop its own interconnection prices and each company (or an administrator) should be required to determine net compensation due. Net compensation will depend on the traffic flows between the companies and their interconnection prices. In GTEFL's case, the use of its existing switched access rates less the carrier common line and residual interconnection charges will be most consistent with the goal of establishing an efficient pricing structure for the competitive environment for local traffic. The compensation for intraLATA toll traffic should be the same access charges charged to IXCs.

UNITED/CENDEL:

Florida Statute 364.162(4) states "In setting the local interconnection charge, the Commission shall determine that the charge is sufficient to cover the cost of furnishing interconnection." Two methods are available to meet the statutory requirement, a port charge or a per minute of use charge. Compensation would be reciprocal under either method. The flat rate structure of the port charge has several advantages over the minute of use method of compensation. The port charge method meets the statutory requirements, provides an administratively efficient equitable method and reflects the manner in which the actual interconnection is provisioned; i.e., DS1 increments.

It is Sprint-United/Centel's position that intraLATA toll compensation should continue to use the existing toll compensation arrangements that exists today between LECs, but that some modification to the plan will be necessary to be consistent with the intrastate local transport restructure.

AT&T:

Initially, the best solution for the exchange of local traffic may be the "bill and keep" arrangement. Under this arrangement no dollars change hands. The

compensation that one company offers to another for the completion of its calls is the agreement to complete the other companies' calls in a like manner.

However, if effective competition for local service does develop, and some of the complications of measuring and billing and costing are sorted out, then a better long term solution would include actual billing at prices set equal to the Total Service Long Run Incremental Cost (TSLRIC) incurred in providing call termination. This method would more likely ensure that each company is accurately compensated for the particular services that it provides.

The arrangements for the exchange of toll traffic could be accomplished in the same way. However, the LEC must make available to all toll providers the same rates terms and conditions that it offers any ALEC for the exchange or completion of toll traffic.

FCTA: The appropriate local interconnection arrangement is a bill and keep arrangement.

INTERMEDIA:

No position.

MCIMETRO:

The appropriate arrangement for exchange of local traffic between the ALECs and United/Centel and GTEFL is mutual traffic exchange in which the parties have co-carrier status and compensate each other "in kind" by terminating traffic from the other party without cash compensation. The appropriate basis for exchange of toll traffic is for the company originating the traffic to pay terminating access charges to the company terminating the traffic. The ALECs should be permitted to establish switched access charge rates by tariff or price list using a rate structure of their choosing, subject only to the limitation that any ALEC's total price for terminating an interexchange call does not exceed the price that would be charged by United/Centel and GTEFL for terminating an interexchange call.

MCCAW: A bill and keep approach appears to be the most appropriate interim approach, and it may be a long term viable solution. If a minute of use charge is to be

established, it should be set at cost without any further mark up or contribution.

STAFF: Interconnection compensation arrangements between the LECs and the respective ALECs should be consistent with the way the respective LECs interconnect and exchange local and toll traffic with other local exchange companies today.

ISSUE 2: If the Commission sets rates, terms, and conditions for interconnection between the respective ALECs and United/Centel and GTEFL, should United/Centel and GTEFL tariff the interconnection rate(s) or other arrangements?

POSITIONS:

CONTINENTAL:

Under the "bill and keep" arrangement, the tariffs that are on file for Sprint-United/Centel should be sufficient. No tariff is required for the interconnection of local traffic since no payments would change hands and the technical requirements would be established in the Commission's order in this docket.

TIME WARNER:

Yes.

MFS-FL (GTE PETITION):

Yes.

MFS-FL (UNITED/CENDEL PETITION):

Yes, United/Centel should tariff the interconnection rate(s) or other arrangements.

GTEFL: GTEFL believes the Commission should permit interconnecting carriers maximum flexibility in devising the arrangements that best fit their particular circumstances, as long as any agreements establish nondiscriminatory prices across interconnected companies. This goal might be achieved by tariffing "standard" local interconnection arrangements and using them as a basis for crafting customized individual contracts. GTEFL does

not believe that tariffs and contracts are mutually exclusive.

UNITED/CENDEL:

Yes, Sprint United/Centel would tariff its interconnection arrangements.

AT&T: Yes.

FCTA: Yes.

INTERMEDIA:

No position.

MCIMETRO:

Yes, interconnection rates or other arrangements established by the Commission should be tariffed and should be available on a non-discriminatory basis to all parties similarly situated.

MCCAW: Yes.

STAFF: Yes.

ISSUE 3: What are the appropriate technical and financial arrangements which should govern interconnection between the respective ALECs and United/Centel and GTEFL for the delivery of calls originated and/or terminated from carriers not directly connected to the respective ALEC's network?

POSITIONS:

CONTINENTAL:

The technical interface for the delivery of all calls by one company to the other should all be identical. Such interconnecting facilities should conform, at the minimum, to the telecommunications industry standard of DS1 pursuant to BellCore Standard No. TR-NWT-00499 (or higher in the digital hierarchy) for facilities terminating as trunks on both companies' switching devices. Signalling System 7 (SS7) connectivity should also be required.

The financial arrangements should vary with the type of traffic delivered, in the manner described in our position on Issue 1. For an intermediary switching function performed by an incumbent LEC, an appropriate rate would be \$0.002 per minute. It is also assumed that the intermediary switching function would be performed at the tandem.

TIME WARNER:

For intraLATA calls (both local and toll), technically, ALECs should be able to transmit traffic through the LEC tandems to other local service provider end offices that also subtend the LEC tandems. Financially, bill and keep will apply.

If a LATAwide termination structure is not used, local calls should terminate under a bill and keep arrangement, and intraLATA toll calls should use the intraLATA Modified Access Based Compensation (MABC) plan used between LECs in Florida today. The originating company bills its end user for the toll call, and pays the terminating company switched access charges. Where one LEC serves as an intermediary, the intermediary LEC is paid tandem switching and transport as well.

On interLATA toll calls, IXC traffic exchanged between the LEC tandem and the ALEC should be handled using industry Meet Point Billing procedures--dual tariff, dual bill. The ALEC will bill the IXC for Carrier Common Line, Local Switching, and Transport from the tandem to its end office; the LEC will bill Tandem Switching and Transport from the IXC point of presence to the tandem.

Mobile interconnect traffic exchanged via the LEC tandem will look, to both companies like local traffic. Most mobile carriers have direct connections to the LEC tandem. On originating, therefore, the ALEC would deliver traffic to the LECs tandem under bill and keep. On terminating, the LECs would bill the normal cellular charges to the cellular company, and the ALEC would terminate the calls under local bill and keep.

Further, the LEC should allow two collocated ALECs to direct connect within the LECs' tandem, without going through the tandem switch (a "hotel" connection), charging only for rates applied for collocation, and not for switched access.

MFS-FL (GTE PETITION):

Collocated ALECs should be permitted to cross-connect without transiting the GTEFL network. The appropriate charge for traffic transiting the GTEFL network, when necessary, is the lesser of: 1) GTEFL's interstate or intrastate switched access per minute tandem switching element; or 2) a per minute rate of \$0.002. MFS-FL and GTEFL have reached agreement on other aspects of this issue as outlined in the agreement attached to MFS-FL's rebuttal testimony as Exhibit TTD-9.

MFS-FL (UNITED/CENDEL PETITION):

All carriers should be permitted to subtend the LEC tandem. Meet-point billing should follow established industry guidelines. Collocated ALECs should be permitted to cross-connect without transiting the United/Centel network. The carrier providing terminating access should collect the RIC as is the case between United/Centel and independents today.

GTEFL: With regard to technical arrangements, MFS will be allowed to subtend the access tandem. GTEFL has no problems in allowing transiting traffic. If GTEFL's access tandem is used for traffic transiting the tandem, GTEFL will charge tandem switching in accordance with its access tariffs. In addition, GTEFL supports the use of an additional rate element (\$.002) to compensate for traffic transiting GTEFL's access tandem which does not go to a GTEFL end office. Collocation is not a "service" and GTEFL's tariffs do not support cross-connects between two entities collocated in a GTEFL wire center.

UNITED/CENDEL:

Sprint proposes that this type of intermediary function can be provided based on tandem switching and transport rate elements similar to the local transport rate elements already approved by this Commission. The tandem switching rate element should be based on full recovery of the access tandem investment rather than the 20% recovery used for the interLATA access tariff tandem switching rate element. The difference being that in the access tariff, the other 80% of the investment was recovered in the RIC. However, since the proposed local interconnection charges exclude the RIC and CCL rate

elements, full recovery should be included in the tandem switching rate applicable to local interconnection.

AT&T: This response assumes an arrangement where a call traverses a LEC tandem switch.

When a local call originated by an ALEC customer traverses a LEC tandem switch to be completed through another ALEC switch, the LEC should be entitled to charge the originating ALEC the TSLRIC associated with the tandem switching function.

When a toll call carried by an interexchange carrier traverses a LEC tandem to be completed at an ALEC end office switch, standard meet point billing arrangements should apply. Essentially the LEC would be entitled to the revenues associated with the tandem transport function (also common transport if applicable, but not the Residual Interconnection Charge) and the ALEC would be entitled to all other switched access revenues.

FCTA: Sprint-United/Centel and GTEFL should provide intermediary tandem switching and transport to connect an ALEC's end user to the end user of another ALEC, a LEC other than Sprint-United/Centel or GTEFL, or wireless telecommunications service providers, for the purpose of making local and toll calls.

INTERMEDIA:

No position.

MCIMETRO:

For local traffic originated to or terminated from other carriers through United/Centel and GTEFL's network, United/Centel and GTEFL should be required to provide the transit function to ALECs at a price equal to its direct economic cost (i.e. TSLRIC). For toll traffic originated to or terminated from other carriers through United/Centel and GTEFL's network, United/Centel and GTEFL should be required to provide the transit function to ALECs on the same basis that this function is provided to other LECs.

MCCAW: No position.

STAFF: No position at this time.

ISSUE 4: What are the appropriate technical and financial requirements for the exchange of intraLATA 800 traffic which originates from the respective ALEC's customer and terminates to an 800 number served by or through United/Centel and GTEFL?

POSITIONS:

CONTINENTAL:

With regard to the technical requirements, please see our response to Issue 3. To serve the needs of companies offering 800-type services, detailed information about the call is required from the call-originating company to the company offering the 800 service. This information should be mutually exchanged on the basis that allows the originating company to recover its costs. Sprint-United/Centel should compensate Continental for the origination of 800 traffic, as defined in Sprint-United/Centel's tariffs, terminated to Sprint-United/Centel. In determining the amount of compensation, Continental's originating switched access charges should be identical to Sprint-United/Centel's. Continental should provide Sprint-United/Centel the appropriate records necessary for Sprint-United/Centel to bill its customers. At such time as Continental elects to provide 800 services, Sprint-United/Centel should reciprocate this arrangement.

TIME WARNER:

The company originating the 800 call will need to send the originating call record to the 800 number owner in order for them to bill the end user. Technically, for 800 calls originating from the ALEC, the ALEC would route its 800 traffic to its service switching point where a query is launched to the signal control point (SCP). A bill record will be generated by the SCP provider which will be sent to the LEC, so it can bill the 800 end user customer. The ALEC should bill the LEC originating switched access charges, an 800 query charge, and a record provisioning charge.

MFS-FL (GTE PETITION):

MFS-FL and GTEFL have reached agreement on this issue as outlined the agreement attached to MFS-FL's rebuttal testimony as Exhibit TTD-9.

MFS-FL (UNITED/CENDEL PETITION):

ALECs cannot route 800 numbers to the appropriate carrier. United/Centel should be required to handle database queries and route ALEC 800 number calls to the appropriate carrier. They will be compensated for this by switched access billed to IXCs, and there should therefore be no fee for providing records.

GTEFL: This issue has been stipulated as to GTEFL. See attached MFS/GTEFL Partial Florida Co-Carrier Agreement.

UNITED/CENDEL:

The ALEC, after completing an 800 query function, would route the calls to Sprint United/Centel via interconnection facilities. The ALEC would record the call and forward the record to a clearinghouse which forwards the record to Sprint United/Centel for billing. Sprint United/Centel would compensate the ALEC for originating access charges. A reciprocal arrangement should also be applicable for Sprint United/Centel originated calls terminating to the ALEC. Sprint United/Centel will compensate ALECs for the origination of 800 traffic terminated to the Sprint companies pursuant to tariffed originating switched access charges, excluding the database query. The ALECs will need to provide the appropriate records necessary for Sprint United/Centel to bill its customers and compensate the ALECs. The records should be provided in the standard industry format (EMR). Sprint United/Centel will compensate the ALECs based on its tariffed rates for this function. At such time as an ALEC elects to provide 800 services, the ALEC will reciprocate this arrangement.

AT&T: When an 800 call is originated, the ALEC must first determine where to send the call by querying an 800 database. If the call is to be routed to the LEC, the originating ALEC should forward the call with appropriate call detail information to the LEC so that the LEC can bill its 800 customer. The LEC should compensate the ALEC with appropriate 800 originating access charges and an 800 database query charge.

FCTA: Sprint-United/Centel and GTEFL should compensate an ALEC for the origination of 800 traffic terminated to Sprint-United/Centel and GTEFL pursuant to the ALEC's originating switched access charges. The ALEC will

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provide to Sprint-United/Centel and GTEFL the appropriate records necessary for Sprint-United/Centel and GTEFL to bill their customers. At such time as the ALEC elects to provide 800 services, the ALEC should reciprocate this arrangement.

INTERMEDIA:

No position.

MCIMETRO:

The appropriate financial arrangement for exchange of intraLATA 800 traffic is for the company terminating the traffic to pay terminating access charges to the company originating the traffic and for the company originating the traffic to pay originating access charges to the company terminating the traffic. The ALEC should be permitted to utilize United/Centel and GTEFL's tariffed 800 access features at nondiscriminatory, tariffed rates. The appropriate technical requirements are for the carrier receiving the traffic to designate how traffic is segregated (e.g., local vs. toll). Trunking and signalling that complies with industry standards should be provided for intraLATA 800 traffic, including CCS7 signalling on all trunk types that support it.

MCCAW: No position.

STAFF: No position at this time.

ISSUE 5a: What are the appropriate technical arrangements for the interconnection of the respective ALEC's network to United/Centel and GTEFL's 911 provisioning network such that the respective ALEC's customers are ensured the same level of 911 service as they would receive as a customer of United/Centel or GTEFL?

POSITIONS:

CONTINENTAL:

With regard to the technical requirements, please see our response to Issue 3. It is Continental's desire to provide the highest level of 911 service possible; therefore, we wish to retain the option of providing trunks directly to the provider of emergency services.

Continental's customers must have the same level of access to reliable 911 service as customers of Sprint-United/Centel. For basic 911 service, Sprint-United/Centel should provide a list consisting of each municipality in its service territory that subscribes to basic 911 service. The list will also provide the E911 conversion date and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to basic 911 service. Continental should arrange to accept 911 calls from its customers in municipalities that subscribe to basic 911 service and translate the 911 call to the appropriate ten-digit directory number as stated on the list provided by Sprint-United/Centel and route that call to Sprint-United/Centel at the appropriate tandem or end office. When a municipality converts to E911 service, Continental should discontinue the basic 911 procedures and begin the E911 procedures.

For E911 service, Continental should connect Feature Group D trunks to the appropriate E911 tandem, including the designated secondary tandem. If a municipality has converted to E911 service, Continental should forward 911 calls to the appropriate E911 primary tandem, along with Automatic Number Identification ("ANI"), based upon the current E911 end office-to-tandem homing arrangement as provided by Sprint-United/Centel. If the primary tandem trunks are not available, Continental should alternate-route the call to the designated secondary E911 tandem. If the secondary tandem trunks are not available, Continental should alternate route the call to the appropriate Traffic Operator Position System (TOPS) tandem.

TIME WARNER:

The LECs should interconnect the ALECs' facilities to the LECs' respective 911 hub sites. Each LEC must configure its 911 tandem to recognize industry standard 911 signaling for the traffic originating from the ALECs' switches. There should be a single point of contact for coordinating purposes. The LECs should be required to provide the ALECs with reference data to assist in the configuration of interconnected 911 trunks and to ensure that 911 calls are correctly routed. There must be a cooperative effort between the ALECs and the LECs for

deployment, routing and alternate routing and other operational issues.

MFS-FL (GTE PETITION):

MFS-FL and GTEFL have reached agreement on this issue as outlined in the agreement attached to MFS-FL's rebuttal testimony as Exhibit TTD-9.

MFS-FL (UNITED/CENTEL PETITION):

United/Centel must provide trunk connections to its 911/E-911 selective routers/911 tandems for the provision of 911/E911 services and for access to subtending Public Safety Answering Points ("PSAPs"). Interconnection should be made at the Designated Network Interconnection Point ("D-NIP"). United/Centel should provide on-line access for immediate E-911 database updates.

GTEFL: This issue has been stipulated as to GTEFL. See attached MFS/GTEFL Partial Florida Co-Carrier Agreement.

UNITED/CENTEL:

For basic 911 service, Sprint United/Centel will share emergency number data with the ALECs for those municipalities that subscribe to basic 911 services. For Enhanced 911 (E911) service, Sprint United/Centel will offer a daily update to the companies' data bases of ALECs' emergency information when provided to Sprint United/Centel. Sprint United/Centel will work with the ALECs to define record layouts, media requirements and procedures for the process. The ALECs will be provided access to Sprint United/Centel E911 tandem switches for routing their customers' E911 calls to the various emergency agencies.

To the extent that administering and providing E911 access facilities to ALECs increases Sprint United/Centel's costs, such costs should be recovered from the ALECs. However, those costs should only be recovered from ALECs to the same extent that they are recovered from other LECs for the same service.

AT&T: The provisioning of 911 to ALEC customers requires interconnection of ALEC facilities at the appropriate LEC 911 tandem. The ALEC will be required to build or lease

the necessary trunking facilities to the appropriate interconnection point.

FCTA: An ALEC's customers must have the same level of access to reliable 911 service as the LEC providers. For basic 911 service, Sprint-United/Centel and GTEFL should provide a list consisting of each municipality in Florida that subscribes to Basic 911 service. The list will also provide E911 conversion date and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to Basic 911 service. Each ALEC should arrange to accept 911 calls from its customers in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by Sprint-United/Centel and GTEFL and route the call to the LEC at the appropriate tandem or end office. When a municipality converts to E911 service, the ALEC should be required to discontinue the Basic 911 procedures and begin the E911 procedures.

For E911 service, the ALEC should connect Feature Group D trunks to the appropriate E911 tandem, including the designated secondary tandem. If a municipality has converted to E911 service, the ALEC should forward 911 calls to the appropriate 911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by Sprint-United/Centel and GTEFL. If the primary tandem trunks are not available, the ALEC should alternate route the call to the designated secondary E911 tandem. If the secondary tandem trunks are not available, the ALEC should alternate route the call to the appropriate Traffic Operator Position System (TOPS) tandem.

INTERMEDIA:

No position.

MCIMETRO:

United/Centel and GTEFL should be required to make trunking and network arrangements available so that an ALEC can route 911 calls through the existing 911 network. Such arrangements should be equal in type and quality to the arrangements United/Centel and GTEFL provides to itself. United/Centel and GTEFL should be

required to provide the ALEC with advance notification of any scheduled testing on or maintenance of the 911 network and immediate notification of any unscheduled outage of the 911 network.

MCCAW: No position.

STAFF: The LECs should allow the respective ALECs to interconnect their networks at LEC 911 hub sites for participation in the State's emergency network. Interconnection should meet the LECs' technical guidelines and parameters to ensure network integrity.

ISSUE 5b: What procedures should be in place for the timely exchange and updating of the respective ALEC's customer information for inclusion in appropriate E911 databases?

POSITIONS:

CONTINENTAL:

Continental will conform to any reasonable procedures to maintain the E911 databases, including continuous updates during the normal business day. In order to ensure the proper working of the system along with accurate customer data, Continental should provide daily updates to the E911 database. Sprint-United/Centel must be required to work cooperatively with Continental to define record layouts, media requirements, and procedures for this process.

TIME WARNER:

The ALEC will use the existing method in place today for transfer and update of correctly preformatted E911 datafiles according to a pre-negotiated protocol and predetermined schedule. The LECs should be required to cooperate with the ALECs to ensure that ALEC customer data is in the proper format for inclusion in the 911 Automatic Location Identification database. The LECs must either make the master street address guide (MSAG) available to the ALECs or cooperate in the editing of the ALECs' customer data against the MSAG for inclusion in the ALI database(s). The LECs should have the same standards for the ALEC as they do for themselves. The ALEC's record delivery will be transmitted as frequently and as rapidly as the LECs.

MFS-FL (GTE PETITION):

MFS-FL and GTEFL have reached agreement on this issue as outlined in the agreement attached to MFS-FL's rebuttal testimony as Exhibit TTD-9.

MFS-FL (UNITED/CENDEL PETITION):

United/Centel must provide trunk connections to its 911/E-911 selective routers/911 tandems for the provision of 911/E911 services and for access to subtending Public Safety Answering Points ("PSAPs"). Interconnection should be made at the Designated Network Interconnection Point ("D-NIP"). United/Centel should provide on-line access for immediate E-911 database updates.

GTEFL: This issue has been stipulated as to GTEFL. See attached MFS/GTEFL Partial Florida Co-Carrier Agreement.

UNITED/CENDEL:

Daily updates would be required from ALECs in order to maintain the accuracy of the 911 data-base information. Sprint United/Centel will work with the ALECs to define the requirements for records, and other database related procedures.

AT&T: Procedures must be established to ensure that the ALEC customer information is updated as effectively as is customer information of the incumbent LEC. Optimally, electronic interfaces should be established between the ALEC and the appropriate databases such that the ALEC can maintain and update information pertaining to its customers and assigned numbers.

FCTA: In order to ensure the proper working of the system along with accurate customer data, the ALEC should provide daily updates to the E911 database. Sprint-United/Centel and GTEFL must be required to work cooperatively with the ALEC to define record layouts, media requirements, and other written procedures for this process.

INTERMEDIA:

No position.

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MCIMETRO:

United/Centel and GTEFL should be required to provide ALECs with access to the "master street address guide" that is used to ensure that address information is in the correct format for inclusion in the 911 Automatic Location Identification (ALI) database. United/Centel and GTEFL should be required to provide ALECs with the ability to make mechanized entries into the ALI database(s).

MCCAW: No position.

STAFF: The respective ALECs should provide the appropriate customer information, as per the respective LEC's guidelines, for inclusion into the E911 database. The LECs should incorporate this information into the database within 24 hours of receipt.

ISSUE 6: What are the appropriate technical and financial requirements for operator handled traffic flowing between the respective ALECs and United/Centel and GTEFL including busy line verification and emergency interrupt services?

POSITIONS:

CONTINENTAL:

With regard to the technical requirements, please see our response to Issue 3. The party providing service for the other ought to be able to recover its costs for the provisioning of such service. Procedures should be agreed to without much difficulty. Continental and Sprint-United/Centel should mutually provide each other busy line verification and emergency interrupt services.

TIME WARNER:

There are three scenarios for the ALEC to provide Operator Services. The ALEC could self-provide, hire a third party vendor, or hire the LEC. In either the first or second scenarios, the only connection to the LEC for the ALEC would be an inward trunk from the ALEC local switch to the LEC Operator Services switch so a ALEC operator could contact a LEC operator when a local ALEC customer requires busy line verify/interrupt of a LEC

line. Conversely, if a LEC subscriber has a need for verify/interrupt of an ALEC line, an inward trunk arrangement needs to be made available to the ALEC operator provider. The option is for the ALEC operator to refer or connect to the subscriber's long distance company to perform the service. The ALEC's operator service provider should be able to verify/interrupt ALEC lines without connecting to the LEC. If the ALEC selects the LEC as the provider, operator services trunking would be required between the ALEC local switch and the LEC operator switch to perform all operator services functions.

MFS-FL (GTE PETITION):

MFS-FL and GTEFL have reached agreement on this issue as outlined in the agreement attached to MFS-FL's rebuttal testimony as Exhibit TTD-9.

MFS-FL (UNITED/CENTEL PETITION):

United/Centel should provide LEC-to-LEC Busy Line Verification and Interrupt ("BLV/I") trunks to one another to enable each carrier to support this functionality. MFS-FL and United/Centel should compensate one another for the use of BLV/I according to the effective rates listed in United/Centel's tariffs.

GTEFL: This issue has been stipulated as to GTEFL. See attached MFS/GTEFL Partial Florida Co-Carrier Agreement.

UNITED/CENTEL:

Sprint United/Centel and the ALECs shall mutually provide each other busy line verification and emergency interrupt services pursuant to tariff. It will be necessary to establish dedicated trunk groups between each company's operator services system.

AT&T: Busy Line Verification and Emergency Interrupt (BLV/I) should be made available by all local service providers (LECs/ALECs).

If the ALEC provides its own operators then: 1) the ALEC will provide BLV/I within its own network, and 2) inward trunking arrangements must be established between ALEC operators and LEC operators for the purposes of intercompany BLV/I.

If the ALEC utilizes LEC BLV/I operators and services (at LEC tariffed rates), then inward trunks would have to be established between the ALEC switch and the LEC operators for all BLV/I.

Each company will bill for BLV/I as applicable at its tariffed rates.

FCTA: A LEC and an ALEC should mutually provide each other busy line verification and emergency interrupt services. Sprint-United/Centel's and GTEFL's services should be tariffed.

INTERMEDIA:

No position.

MCIMETRO:

United/Centel and GTEFL should be required to provide trunking and signalling that complies with industry standards for operator services, and should institute the procedures necessary to allow ALEC operators to perform busy line verification and operator interrupt for customers on United/Centel and GTEFL's network. United/Centel and GTEFL should provide operator services to ALECs on the same rates, terms, and conditions that such functions are made available to other LECs.

MCCAW: No position.

STAFF: The technical requirements for traffic exchange between the respective ALECs and the respective LEC's operator services provider should be equivalent to those requirements and arrangements between the respective LEC and other operator services providers. Busy line verification and emergency interrupt service should be purchased under tariff or contract.

ISSUE 7: What are the appropriate arrangements for the provision of directory assistance services and data between the respective ALECs and United/Centel and GTEFL?

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POSITIONS:

CONTINENTAL:

Sprint-United/Centel should include Continental's customers' primary listings (residence and business listings) and yellow page (business) listings in its directory assistance database at no charge. For the initiation of competitive service, Sprint-United/Centel should continue to provide directory assistance services. Continental will conform to any reasonable procedure to provide database updates continuously during the normal business day.

TIME WARNER:

Having the ALEC's directory assistance listings resident in the LEC database is to both parties' advantage. The LECs maintain a complete, accurate database for their subscribers, and world, while the ALEC is able to make its listings universally available as well. Although the LECs incur costs for entering and maintaining the ALEC data for Directory Assistance (DA) purposes, the value of the universal database is priceless and confers benefits to the LECs. The LECs should be required to carry the ALEC listings in their DA databases at no charge to the ALEC for these reasons.

MFS-FL (GTE PETITION):

MFS-FL and GTEFL have reached agreement on this issue as outlined in the agreement attached to MFS-FL's rebuttal testimony as Exhibit TTD-9.

MFS-FL (UNITED/CENDEL PETITION):

The Commission should require United/Centel to list competing carriers' customers in their directory assistance databases. All LECs should be required to update their directory assistance databases with data provided by competitors on at least as timely a basis as they update these databases with information regarding their own customers.

GTEFL: This issue has been stipulated as to GTEFL. See attached MFS/GTEFL Partial Florida Co-Carrier Agreement.

UNITED/CENDEL:

Sprint United/Centel will include ALECs' customer information in its directory assistance (DA) database and provide DA operator services on the same terms and conditions as those services are provided to other LECs and IXCs. Sprint United/Centel will work cooperatively with the ALECs on issues concerning timeliness, format and listing information content.

AT&T: The LEC should include directory information regarding ALEC customers in the LEC's Directory Assistance Database. Electronic interfaces should be established to allow an ALEC to update database information regarding its customers.

FCTA: Each LEC should include an ALEC's customers' primary listings (residence and business listings) and yellow page (business) listings in its directory assistance database at no charge.

INTERMEDIA:

No position.

MCIMETRO:

United/Centel and GTEFL should be required to list ALECs' customers in its directory assistance data bases at no charge and in exchange ALECs should provide United/Centel and GTEFL with the necessary customer information at no charge. United/Centel and GTEFL should be required to offer ALECs three options to support the ALECs' provision of directory assistance, including resale of United/Centel and GTEFL's DA service, access to United/Centel and GTEFL's database, and sale of United/Centel and GTEFL's database to the ALECs.

MCCAW: No position.

STAFF: The respective ALEC's customers should be listed in the respective LEC's directory assistance database; however, staff has no position at this time regarding the terms and conditions.

ISSUE 8: Under what terms and conditions should United/Centel and GTEFL be required to list the respective ALEC's customers in its white and yellow pages directories and to publish and distribute these directories to the respective ALEC's customers?

POSITIONS:

CONTINENTAL:

Sprint-United/Centel should include Continental's customers' primary listings in the white page and yellow page directories, distribute directories to the customers of each and recycle all customers' directory books at no charge. Continental and Sprint-United/Centel should work cooperatively on issues concerning lead time, timeliness, format, and content of list information. Since directories are a source of revenue to the issuing company, Sprint-United/Centel should wish to list Continental's customers and to distribute the directories; Continental does not seek any remuneration for cooperating in Sprint-United/Centel's efforts regarding directories. Continental reserves the right to develop directory arrangements in addition to those described above.

TIME WARNER:

Because of the small size of new entrants and efficiencies (lack thereof) in creating their own directories, the LECs should be required to provide certain listing services to all end users regardless of their local telephone company. The LECs should provide a single line white page listing for the ALEC's customers at no charge to either the ALEC or the end user. For business customers, the LECs should also provide a single line yellow page listing at no charge as well. The LECs must ensure accuracy and timeliness in these listings. The LECs should provide a user guide/informational insert to be published in both the white pages information section and the yellow pages sections, at no charge to the ALEC. The LECs should deliver directories to all customers at no charge to the ALEC. The LECs would have the opportunity to sell yellow page ads to the ALEC's customers.

MFS-FL (GTE PETITION):

MFS-FL and GTEFL have reached agreement on this issue as outlined in the agreement attached to MFS-FL's rebuttal testimony as Exhibit TTD-9.

MFS-FL (UNITED/CENTEL PETITION):

United/Centel should be required to list competing carriers' customers in their White and Yellow Pages directories, should be required to distribute these directories to ALEC customers at no charge, and should provide enhanced listings, all in the identical manner that it does for United/Centel customers.

GTEFL: This issue has been stipulated as to GTEFL. See attached MFS/GTEFL Partial Florida Co-Carrier Agreement.

UNITED/CENTEL:

The cost for directories should be shared on a prorata basis by Sprint United/Centel and the ALECs for the basic directory printing and distribution services. In addition, Sprint United/Centel pays its affiliated directory company for any informational pages Sprint United/Centel requires over a base number of pages. If the ALECs wish to provide customer information pages to Sprint United/Centel for inclusion in the directory, the ALECs should pay whatever it would cost Sprint United/Centel to have such pages included. Sprint United/Centel should not be required to incur additional costs on behalf of ALECs and be expected to absorb those costs. While it is in Sprint United/Centel's best interest to offer the best directory products possible, it is equally as valuable and important to the ALECs.

AT&T: The LEC should be required to include basic white page listings for ALEC residential customers and basic yellow page listings (as well as business white page listings as available to LEC customers) for ALEC business customers. The LEC should include all ALEC customers in its distribution of white and yellow pages. The LEC should not charge the ALEC or the ALEC customers for these services. Additional or enhanced directory listings should be made available to ALEC customers at the same rates terms and conditions as available to LEC customers. The ALEC will be responsible for providing the LEC

accurate directory information in an established format and in a timely manner.

FCTA: The LEC should include an ALEC's customers' primary listings in the white page and yellow page directories, distribute directories to the customers of each and recycle all customers' directory books at no charge. Sprint-United/Centel, GTEFL and the ALEC should work cooperatively to develop agreements concerning lead time, timeliness, format, and content of list information.

INTERMEDIA:

No position.

MCIMETRO:

United/Centel and GTEFL should be required to list ALECs' customers in its white pages, and provide a plain business listing in its yellow pages, at no charge. In exchange, ALECs should provide their customer listings to United/Centel and GTEFL at no charge. United/Centel and GTEFL should distribute the complete white page and yellow page directories to ALECs' customers at no charge at the same time directories are distributed to its own customers. United/Centel and GTEFL should include information on ALECs' services in the "informational" section of the white pages directory.

MCCAW: No position.

STAFF: The LECs should list the respective ALEC's customers in their respective universal white and yellow page directories; however, staff has no position regarding the terms and conditions.

ISSUE 9: What are the appropriate arrangements for the provision of billing and collection services between the respective ALECs and United/Centel and GTEFL, including billing and clearing credit card, collect, third party and audiotext calls?

POSITIONS:

CONTINENTAL:

Continental and Sprint-United/Centel should bill and clear credit card, collect and third party calls (calls where the recording company is different from the billing company) through Centralized Message Distribution Service (CMDS) provided by Sprint-United/Centel. CMDS is the appropriate mechanism by which these services should be provided. Continental ought to enjoy the freedom of participation in such billing and collection services to the same degree as Sprint-United/Centel.

TIME WARNER:

If the LEC has a billing and collection arrangement with an IXC to bill end user toll traffic on the local telephone bill and the new entrant also has billing and collection contracts with that IXC, then the LEC who will receive the call detail from the IXC when a ported number is involved should be required to "clear" that traffic to the ALEC, which will bill the end user. The cost for this should be shared among the LEC, the ALEC, and the IXC.

MFS-FL (GTE PETITION):

MFS-FL and GTEFL have reached agreement on this issue as outlined in the agreement attached to MFS-FL's rebuttal testimony as Exhibit TTD-9.

MFS-FL (UNITED/CENDEL PETITION):

United/Centel and ALECs need to exchange records in an accurate and timely manner and therefore need to develop arrangements for the reciprocal exchange of a wide variety of information without the assessment of charges between carriers. For calls provided by United/Centel's interim number portability service, consolidated billing should be required.

GTEFL: This issue has been stipulated as to GTEFL. See attached MFS/GTEFL Partial Florida Co-Carrier Agreement.

UNITED/CENTEL:

Appropriate interconnection facilities to the Access Tandem TOPS Center will be required. Sprint United/Centel will work with the ALECs to define the interconnection activities required. Billing would be handled via tariff or contract rates on a mutual compensation basis.

AT&T: AT&T takes no position.

FCTA: If the LEC has a billing and collection arrangement with an IXC to bill end user toll traffic on the local telephone bill and the new entrant also has billing and collection contracts with that IXC, then the LEC who will receive the call detail from the IXC when a ported number is involved should be required to "clear" that traffic to the ALEC, which will bill the end user. The cost for this should be shared among the LEC, the ALEC, and the IXC.

INTERMEDIA:

No position.

MCIMETRO:

United/Centel and GTEFL should provide ALECs with access to the line information database in order to validate calls placed to United/Centel and GTEFL customers using third-party billed, collect, and credit card calls. United/Centel and GTEFL should be required to treat ALECs like any other LEC in the billing and clearing of fund transfers for credit card, collect calls, third-party and audiotext calls when the end user billed for the call is United/Centel and GTEFL's customer.

MCCAW: No position.

STAFF: No position at this time.

ISSUE 10: What arrangements are necessary to ensure the provision of CLASS/LASS services between the respective ALECs and United/Centel and GTEFL's networks?

POSITIONS:

CONTINENTAL:

Continental and Sprint-United/Centel should provide LEC-to-LEC Common Channel Signalling (CCS) to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions. All CCS signalling parameters should be provided, including ANI, Originating Line Information (OLI) calling party category, charge number, etc. All privacy indicators should be honored. Continental and Sprint-United/Centel should cooperate on the exchange of Transactional Capabilities Application Point (TCAP) messages to facilitate full interoperability of CCS-based features between their respective facilities. CCS should be provided Signal Transfer Point to Signal Transfer Point. In most instances, the CLASS/LASS features may be passed between switching devices using the SS7 channel. It must be cautioned, however, that using call forwarding for number portability may cause these features to be dropped when the call is forwarded.

TIME WARNER:

The ALEC network and cluster need to be translated in all LEC end offices that support CLASS/LASS features. Likewise, the network and cluster of LEC end offices need to be translated in the ALEC's switch. In addition, both STP pairs (the ALEC's and the LEC's) must be translated to allow an exchange of messages between end offices.

MFS-FL (GTE PETITION):

MFS-FL and GTEFL have reached agreement on this issue as outlined in the agreement attached to MFS-FL's rebuttal testimony as Exhibit TTD-9.

MFS-FL (UNITED/CENDEL PETITION):

ALECs and United/Centel should provide LEC-to-LEC CCS to one another, where available, in conjunction with LATA-wide traffic. All CCS signaling parameters should be provided. United/Centel and MFS-FL should cooperate on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between their respective networks.

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GTEFL: This issue has been stipulated as to GTEFL. See attached MFS/GTEFL Partial Florida Co-Carrier Agreement.

UNITED/CENTEL:

Sprint United/Centel will provide Common Channel Signaling (CCS) on a reciprocal basis, where available in conjunction with all traffic in order to enable full interoperability of CLASS features and functions.

AT&T: The provision of class features requires the unbundling and interconnection of the SS7 signaling network. The LEC and the ALECs should work together in linking the SS7 arrangements and protocols to ensure total interoperability of CLASS/LASS features between their respective networks.

FCTA: The LECs and each ALEC should provide LEC-to-LEC Common Channel Signalling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions. All CCS signalling parameters should be provided including Automatic Number Identification (ANI), Originating Line Information (OLI) calling party category, charge number, etc. All privacy indicators should be honored. The parties should cooperate on the exchange of Transactional Capabilities Application Point (TCAP) messages to facilitate full interoperability of CCS-based features between their networks. CCS should be provided Signal Transfer Point to Signal Transfer Point.

INTERMEDIA:

No position.

MCIMETRO:

United/Centel and GTEFL should deliver to ALECs, without limitation or modification, any and all CCS7 signalling information generated by the caller or by United/Centel and GTEFL on behalf of the caller.

MCCAW: No position.

STAFF: No position at this time.

ISSUE 11: What are the appropriate arrangements for physical interconnection between the respective ALECs and United/Centel and GTEFL, including trunking and signalling arrangements?

POSITIONS:

CONTINENTAL:

With regard to the appropriate technical arrangements, please see our response to Issue 3. To enhance the grade of service to all Florida consumers, trunks to the end office should overflow to trunking to the tandem for maximum call completion when all trunks are busy ("ATB") on normal trunking. This is a reciprocal arrangement and would be particularly important in times of disaster. Co-location or virtual co-location must be required with all elements being reciprocal and mutual.

TIME WARNER:

Interconnection should be permitted wherever reasonably possible, rather than being arbitrarily limited. In addition, signaling networks need to be interconnected and need to pass sufficient signaling information so that all of the services possible with today's technology can be offered to all customers.

MFS-FL (GTE PETITION):

MFS-FL and GTEFL have reached agreement on this issue as outlined in the agreement attached to MFS-FL's rebuttal testimony as Exhibit TTD-9.

MFS-FL (UNITED/CENDEL PETITION):

ALECs and United/Centel should jointly establish at least one location per LATA as a Designated Network Interconnection Point ("D-NIP"). United/Centel should exchange traffic between its network and ALEC networks using reasonably efficient routing, trunking, and signaling arrangements. ALECs and United/Centel should reciprocally terminate LATA-wide traffic via two-way trunking arrangements.

GTEFL: This issue has been stipulated as to GTEFL. See attached MFS/GTEFL Partial Florida Co-Carrier Agreement.

UNITED/CENDEL:

Sprint United/Centel is willing to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as dictated by engineering requirements for both Sprint United/Centel and the ALEC.

AT&T:

Typically interconnection will take place at either the LEC tandem or LEC end office. However, other arrangements, such as mid-span meets must also be accommodated. The LEC must provide space for the collocation of ALEC facilities. Trunking arrangements between the LEC and an ALEC may be either two way or one way at the ALEC's discretion. Separate trunk groups for local and toll traffic must not be required. The LEC should provide unbundled SS7 signaling and interface arrangements (where available) in conjunction with interconnection.

FCTA:

Reciprocal connectivity should be established at each and every point where the facilities of Sprint-United/Centel and GTEFL and the ALEC perform the physical function of delivering local traffic to be terminated in the other company's network. Such interconnecting facilities should conform to appropriate telecommunications industry standards. STP SS7 Signalling connectivity is required. Use of the LEC's signalling network should be offered on an unbundled basis at tariffed rates and signalling functionality should be available with both A-link and B-link connectivity.

INTERMEDIA:

No position.

MCIMETRO:

ALECs should be permitted to designate one point of interconnection (POI) in each local calling area. ALECs should have the option to establish the POI via collocation, mid-span meet, or an entrance arrangement. Each carrier should be responsible for providing its own facilities to route calls to and from the POI. If a mid-span meet or entrance arrangement is used, no collocation charges should apply to facilities provided to the POI. ALECs should have the option to use either one-way or two-way trunks. The carrier receiving the traffic should

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be entitled to designate how traffic is segregated (e.g. local vs. toll). United/Centel and GTEFL should provide ALECs with common channel signalling on all trunk types that support CCS7 signalling. Trunking and signalling that complies with industry standards should be provided for directory assistance, local, interLATA toll, intraLATA toll, operator services, and 911/E911.

MCCAW: No position.

STAFF: Interconnection should be provided at the tandem and end office levels.

ISSUE 12: To the extent not addressed in the number portability docket, Docket No. 950737-TP, what are the appropriate financial and operational arrangements for interexchange calls terminated to a number that has been "ported" to the respective ALECs?

POSITIONS:

CONTINENTAL:

Continental understands that this issue concerns an IXC delivering incoming calls, bound for an ALEC, to Sprint-United/Centel because the NXX code involved is assigned to Sprint-United/Centel. The called party, however, is a customer of the ALEC and the call must be "ported" through Sprint-United/Centel's call forwarding function to the ALEC for completion. However, this call will appear to the ALEC as a "local" call since it is delivered from a Sprint-United/Centel end office. Clearly, Sprint-United/Centel will bill the IXC for terminating switched access charges associated with this call. Since this has great possibility of working in both directions and, over time, traffic should be equalized, Continental believes that this call should be handled on a "bill and keep" basis. In Continental's view, every exchange of traffic on end office trunks should be under the "bill and keep" financial arrangement.

TIME WARNER:

The LECs should develop a way to measure this traffic, or develop a surrogate for estimating it, and remit the correct switched access charges to Time Warner. If this

cannot be accomplished, an alternative is to reduce the price for some other element of interconnection to offset the LEC's revenue windfall.

MFS-FL (GTE PETITION):

MFS-FL and GTEFL have reached agreement on this issue as outlined in the agreement attached to MFS-FL's rebuttal testimony as Exhibit TTD-9.

MFS-FL (UNITED/CENDEL PETITION):

Switched access (toll) or local compensation (local) should still apply when calls are completed using interim number portability. United/Centel should compensate ALECs as if traffic were terminated directly to the ALEC. Interim number portability processing and billing procedures should be established herein.

GTEFL: This issue has been stipulated as to GTEFL. See attached MFS/GTEFL Partial Florida Co-Carrier Agreement.

UNITED/CENDEL:

For terminating toll traffic ported to the ALEC, Sprint United/Centel will bill the IXC tandem switching, the residual interconnection charge and a portion of the transport, and the ALEC should bill the IXC local switching, the carrier common line and a portion of the transport. If Sprint United/Centel is unable to provide the necessary access records to permit the ALECs to bill the IXCs directly for terminating access to ported numbers, then Sprint United/Centel will work cooperatively to develop a surrogate method to approximate the access minutes and revenues, and develop a settlement process based on the above distribution. If intraLATA calls are delivered to the other party via a ported number, the originating party will pay the terminating party.

AT&T: Under this scenario, the incumbent LEC is entitled to the switched access charges associated with the local transport function (either the dedicated or tandem/common transport elements) required to transport the call to the LEC office from which the call will be "ported" to the ALEC. The incumbent LEC is not entitled to any other switched access charges. The cost that the incumbent LEC incurs in "porting" the call to the ALEC is

recovered through local number portability charges. To the extent that the incumbent LEC bills the non-transport switched access charges in this arrangement, the associated revenues should be remitted to the ALEC. If this cannot be accomplished, then the incumbent LEC should provide adjustments to the local number portability charges.

FCTA: The ALECs should receive all the access revenues.

INTERMEDIA:

No position.

MCIMETRO:

Since the ALEC is the carrier terminating the call, it is entitled to the terminating access charges. Any such charges collected by United/Centel and GTEFL with respect to such a call should be remitted to the ALEC. Unless requested otherwise by the ALEC, United/Centel and GTEFL should deliver traffic terminating to a number that has been "ported" to the ALEC to the ALEC's point of interconnection.

MCCAW: No position.

STAFF: The carrier that ultimately terminates an interexchange call should be able to collect access charges from the IXC. The terminating carrier should also be liable for any transport and switching costs of the intermediary carrier.

ISSUE 13: What arrangements, if any, are necessary to address other operational issues?

POSITIONS:

CONTINENTAL:

There are a number of operational issues that must be resolved in order for local interconnection to function between companies. Any issue which cannot be negotiated to the satisfaction of both interconnecting companies should be resolved by the Commission through an expedited complaint procedure. An example of such issues is the handling of maintenance calls that are reported to the

wrong company. Such misdirected calls must be handled in a manner that holds the consumer interest foremost. Both the LECs and the ALECs must develop consumer educational campaigns for maintenance management. These campaigns should assure that consumers are made aware of the proper maintenance numbers. In certain circumstances, the receiving company should forward trouble reports to the appropriate company.

TIME WARNER:

As the ALECs and the LECs work toward implementation of the numerous issues relating to interconnection, other issues may arise which could not be addressed at this point in the process. The companies must agree to work together toward an early resolution, with the expectation that additional documents will result.

MFS-FL (GTE PETITION):

Certain operational issues remain to be worked out, but the parties have agreed to negotiate a solution within 60 days. MFS-FL and GTEFL have reached agreement on all other aspects of this issue as outlined in the agreement attached to MFS-FL's rebuttal testimony as Exhibit TTD-9.

MFS-FL (UNITED/CENDEL PETITION):

The Commission should establish reasonable arrangements to address transfer of service announcements, coordinated repair calls, information pages, and the operator reference database.

GTEFL: GTEFL believes that any other operational issues that may arise are best resolved through ongoing negotiations with MFS.

UNITED/CENDEL:

Operational issues, such as repair service arrangements, are most appropriately resolved through the negotiation process. Operational issues will be different for each ALEC and can best be addressed as the parties develop more specific operational details and procedures and actual points of interconnection. Should issues arise between the parties that cannot be resolved, the existing complaint procedures are the appropriate means for

resolution. Sprint United/Centel will address them in this manner.

AT&T: AT&T takes no position.

FCTA: Arrangements should be made for cooperative network design and management procedures.

INTERMEDIA:

No position.

MCIMETRO:

United/Centel and GTEFL must develop and offer mechanized intercompany procedures to support the ordering by ALECs of unbundled loops, interoffice facilities (POI arrangements and trunks), interim number portability mechanisms, customer listing databases, and any other service or function necessary for the interoperability of United/Centel and GTEFL's and the ALEC's networks. United/Centel and GTEFL must also develop mechanized intercompany procedures to support repair services, including referral of trouble tickets, trouble isolation in interconnection facilities, and trouble isolation on unbundled facilities.

MCCAW: No position.

STAFF: No position at this time.

ISSUE 14: What arrangements, if any, are appropriate for the assignment of NXX codes to the respective ALECs?

POSITIONS:

CONTINENTAL:

It is imperative that telephone numbers be conserved as valuable resources. Nevertheless, such valuable resources must be shared and should not be controlled by the dominant competitor in the marketplace. However, that is the situation at the initiation of competition. Continental ought to be able to enlist the Commission's assistance in overcoming any delays that occur in obtaining NXX codes. The Commission should handle such requests for assistance on an expedited basis, preferably

in less than 30 days. Minimally, Continental should be able to get an NXX code for each Sprint-United/Centel office with which Continental physically interconnects. After obtaining these initial NXX codes, Continental should be able to get additional NXX codes when 60% or more of the numbers in an existing code have been allocated. Continental requests for NXX codes should be expected to be fulfilled in 30 days or less.

TIME WARNER:

To the extent this Commission requires a usage-based intercompany compensation plan which maintains the current distinction between local versus toll, this Commission should require the LECs to assist Time Warner assignment of NXX codes, which the ALECs would legitimately require for proper tracking of usage for intercompany compensation. The LECs should work with the ALECs to determine the number of NXX codes needed to accommodate the local/toll distinction, and should actively work to provide the ALECs with the needed codes.

MFS-FL (GTE PETITION):

MFS-FL and GTEFL have reached agreement on this issue as outlined in the agreement attached to MFS-FL's rebuttal testimony as Exhibit TTD-9.

MFS-FL (UNITED/CENDEL PETITION):

It is the understanding of MFS-FL that United/Centel does not currently assign NXX codes.

GTEFL: This issue has been stipulated as to GTEFL. See attached MFS/GTEFL Partial Florida Co-Carrier Agreement.

UNITED/CENDEL:

Numbering policy must be broadly developed and administered in a competitively neutral manner. The LEC must not be able to control the administration and assignment of numbering resources. NXX assignments must be handled in a neutral and nondiscriminatory manner.

AT&T: Telephone numbers should be made available to all service providers on an equal basis. The LEC, as administrator of the number assignment process for Florida, should make

numbers available to all ALECs in the same manner as it make numbers available to itself or other LECs.

FCTA: ALECs should have access to a sufficient quantity of numbering resources on a nondiscriminatory basis. The LECs should agree to sponsor any ALEC which makes a request and assist the ALEC in obtaining RAO codes and any other billing and accounting codes necessary for the provision of local phone numbers within each LEC territory.

INTERMEDIA:

No position.

MCIMETRO:

Until the NXX code administration function is moved to a neutral third party administrator, United/Centel and GTEFL should be required to provide nondiscriminatory NXX assignments to ALECs on the same basis that such assignments are made to other LECs, including United/Centel and GTEFL.

MCCAW: Such assignments should be on a nondiscriminatory basis, with each carrier recovering its own NXX establishment charges.

STAFF: No position at this time.

LEGAL ISSUE 15:

To what extent are the non-petitioning parties that actively participate in this proceeding bound by the Commission's decision in this docket as it relates to Sprint-United/Centel?

POSITIONS:

CONTINENTAL:

Continental does not wish to be accorded intervenor status in this docket with respect to GTE. Continental reserves its statutory rights to petition for an interconnection arrangement with GTE notwithstanding the Commission's decision here regarding other parties. Continental intends to participate in this proceeding

only as a petitioning party with regard to Sprint-United/Centel;

TIME WARNER:

Non-petitioning parties should not be bound by the decisions made in this docket as they relate to either Sprint-United/Centel or GTEFL. Time Warner is a petitioning party as it concerns Sprint-United, but is an active non-petitioning party as it concerns GTEFL. Section 364.162(2), Florida Statutes and the Federal Telecommunications Act of 1996, provide specific rights to Time Warner concerning time frames for the negotiation of rates, terms and conditions for local interconnection and to petition for the Commission's assistance should negotiations fail. Time Warner's participation in this docket as a non-petitioning party does not change these statutory rights. Although, as a practical matter, the decisions the Commission makes in this case are likely to have some precedential value, which later petitioning parties may have to overcome in their cases, local interconnection and local competition are new enough and untested enough that, as more experience is gained, the Commission may find, later on, that different decisions may have more favorable results. Finally, in this new arena, the Commission should be encouraging non-petitioning parties to be active in the docket. The insight and information the Commission gains through a more enriched record is of benefit to the entire process. Requiring non-petitioning parties to be bound by the decisions made here will only serve to deny the Commission this additional information and perspective.

MFS-FL (GTE PETITION):

No position.

MFS-FL (UNITED/CENDEL PETITION):

No position.

GTEFL:

GTEFL contends that the legislature intended that LECs would negotiate individual contracts with individual ALECs. As such, as long as the LECs do not unreasonably discriminate against ALECs, they could enter agreements containing potentially different rates, terms and conditions, depending upon the particular needs of the ALEC. Thus, the non-petitioning parties would not

necessarily be bound by the rates approved in this docket.

However, intervening (although not petitioning) ALECs would be precluded from relitigating the same issues under the doctrine of res judicata. That doctrine applies to subsequent administrative hearings in which identical parties litigate the same issues previously litigated. Thus, although non-petitioning parties would still have the right to negotiate interconnection and resale agreements regardless of the outcome of this proceeding, they would not be permitted to relitigate the same issues against the same party at some point in the future (assuming no material change in circumstances).

As noted by United, non-petitioning parties should not be entitled to two bites of the apple on the same issue. If those parties lose on an issue, they may not raise the same issue a later time merely by filing a petition.

UNITED/CENDEL:

All entities that participate in the proceedings between the petitioners and Sprint-United/Centel should be bound by the Commission's decision, *i.e.*, If and when they seek to interconnect with the Sprint-United/Centel, they should be required to pay and abide by the rates, terms and conditions set in this proceeding for Sprint-United/Centel.

AT&T:

AT&T has properly intervened and participated in this docket as a certificated interexchange carrier in Florida. Thus, AT&T should not be bound by this Communications' establishing interconnection arrangements between a local exchange carrier and an alternative local exchange. Moreover, Section 364.162, Florida Statutes (1995) is only applicable to the specific parties availing themselves of the Commission's jurisdiction to establish nondiscriminatory rates, terms and conditions of interconnection. The statute does not provide the authority for the Commission to establish rates, terms and conditions for parties who have not negotiated for the statutory period, or, who, after such period, do not petition the Commission to establish the unresolved rates, terms or conditions. Since, at this time, AT&T has not been afforded the opportunity to negotiate for the statutory period nor filed a petition against a local exchange telecommunications company, the company should

not be bound by the decision in this docket as it relates to Sprint-United/Centel.

FCTA: The Commission's decision in this proceeding is binding to the extent that it will be filed as a tariff by the LEC, which will then be applicable to any carrier on nondiscriminatory terms. However, the existence of such tariff does not prohibit any carrier from entering into negotiations with the LEC to seek new or different rates, terms, and conditions. If such negotiations fail, a petition may be filed with the Commission pursuant to Section 364.161(1) and 364.162.

INTERMEDIA:

No position.

MCIMETRO: The Commission's decision in this proceeding is binding to the extent that it will be filed as a tariff by the LEC, which will be available to any carrier. However, the existence of such tariff does not prohibit any carrier from entering into negotiations with the LEC to seek new or different rates, terms, and conditions. If such negotiations fail, a petition may be filed with the Commission pursuant to Section 364.161(1) and 364.162.

MCCAW: The Commission's decision in this proceeding is binding to the extent that it will be filed as a tariff by the LEC, which will be available to any carrier. However, the existence of such tariff does not prohibit any carrier from entering into negotiations with the LEC to seek new or different rates, terms, and conditions. If such negotiations fail, a petition may be filed with the Commission pursuant to Section 364.161(1) and 364.162.

STAFF: No position pending oral argument.

VII. EXHIBIT LIST

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
A.R. Schleiden (Dick)	Continental	ARS-1	Resume
	Continental	Cont-1	Letter dated August 17, 1995

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
A.R. Schleiden (Dick)	Continental	Cont-2	Sprint's E s s e n t i a l E l e m e n t s o f L o c a l C o m p e t i t i o n
Joan McGrath	Time Warner	JM-1	D i r e c t T e s t i m o n y - R e s u m e
		JM-2	D i r e c t T e s t i m o n y - S c h e m a t i c s
Danny G. Engleman	Time Warner	DGE-1	D i r e c t T e s t i m o n y - R e s u m e
Don J. Wood	Time Warner	DJW-1	D i r e c t T e s t i m o n y - R e s u m e
Timothy T. Devine	MFS-FL (GTE Petition)	TTD-1	C o r r e s p o n d e n c e b e t w e e n M F S - F L a n d G T E F L i n t h e i r r e c e n t i n t e r c o n n e c t i o n n e g o t i a t i o n s .
		TTD-2	S a m e a s T T D - 1
		TTD-3	S a m e a s T T D - 1
		TTD-4	S a m e a s T T D - 1
		TTD-5	S a m e a s T T D - 1
		TTD-6	S a m e a s T T D - 1
		TTD-7	A C h a r t d e s c r i b i n g t h e t r a f f i c f l o w s b e t w e e n M F S a n d N Y N E X i n N e w Y o r k .

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Timothy T. Devine	MFS-FL (GTE Petition)	TTD-8	An agreement b e t w e e n Intermedia and GTEFL.
		TTD-9	An agreement signed between MFS-FL and G T E F L concerning many of the issues i n t h i s proceeding.
Timothy T. Devine	MFS-FL (U/C Petition)	TTD-1	Correspondence between MFS-FL a n d United/Centel in their recent interconnection negotiations.
		TTD-2	Same as TTD-1
		TTD-3	Same as TTD-1
		TTD-4	Same as TTD-1
		TTD-5	Same as TTD-1
		TTD-6	A C h a r t describing the traffic flows between MFS and NYNEX in New York.
		TTD-7	An agreement (U/C Petition) b e t w e e n Intermedia and United/Centel.

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<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Timothy T. Devine	MFS-FL (U/C Petition)	TTD-8	Agreement signed between MFS-FL and GTE concerning many of the issues in this proceeding.
Beverly Y. Menard	GTEFL	BYM-1	GTE Florida Switched Access Rate Elements and Rate Levels as of January 1, 1996.
Dr. Edward C. Beauvais	GTEFL	ECB-1	Resume
Gene E. Michaelson	United/Centel	GEM-1	Composite Exhibit consisting of three documents.
Joseph P. Cresse	FCTA	JPC-1	Resume
		JPC-2	Terminating Switched Access Rate Elements.
		JPC-3	Transcript of March 22, 1995 House Subcommittee on Telecommunications Meeting.
Don Price	MCImetro	DGP-1	Academic and Professional Qualifications of Don Price

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Dr. Nina Cornell	MCImetro	NWC-1	Academic and Professional Qualifications of Dr. Nina Cornell

Parties and Staff reserve the right to identify additional exhibits for the purpose of cross-examination.

VIII. PROPOSED STIPULATIONS

MFS-FL and GTEFL have proposed stipulations regarding Issues 4-12 and 14.

IX. PENDING MOTIONS

None.

X. RULINGS

In response to United/Centel's Motion on Issues and Parties, filed February 20, 1996, Legal Issue 15 will be an issue in this docket. The non-petitioning parties have properly been granted intervenor status and may participate in this hearing. Oral argument will be allowed on Issue 15 and is set for the beginning of the hearing. All parties who want to present oral argument should be prepared to do so at that time. Each party shall have 5 minutes for argument and may combine that time with other parties. The full Commission will determine Legal Issue 15.

All parties are put on notice that the decision reached by the full Commission on Legal Issue 15 could bind each party to the decisions reached on all issues; therefore, each party shall govern itself accordingly.

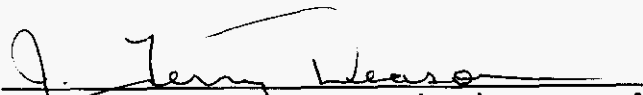
The parties in Docket No. 950984-TP were present during the prehearing conference in Docket No. 950984-TP. Those parties stipulated that the Commission's decision on Legal Issue 15 will also bind them in Docket No. 950984-TP to the same degree they are bound in this Docket.

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It is therefore,

ORDERED by Commissioner J. Terry Deason, as Prehearing Officer, that this Prehearing Order shall govern the conduct of these proceedings as set forth above unless modified by the Commission.

By ORDER of Commissioner J. Terry Deason, as Prehearing Officer, this 8th day of March, 1996.


J. TERRY DEASON, Commissioner and
Prehearing Officer

(S E A L)

SKE/DLC

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 this order, which is preliminary, procedural or intermediate in nature, may request: 1) reconsideration within 10 days pursuant to Rule 25-22.038(2), Florida Administrative Code, if issued by a Prehearing Officer; 2) reconsideration within 15 days pursuant to Rule 25-22.060, Florida

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Administrative Code, if issued by the Commission; or 3) 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 or wastewater utility. A motion for reconsideration shall be filed with the Director, Division of Records and Reporting, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.