

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Investigation into) DOCKET NO. 950737-TP
temporary local telephone number) ORDER NO. PSC-95-1214-AS-TP
portability solution to) ISSUED: October 3, 1995
implement competition in local)
exchange telephone markets.)
_____)

The following Commissioners participated in the disposition of this matter:

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

ORDER APPROVING STIPULATION AND AGREEMENT

BY THE COMMISSION:

Section 364.16 (4), Florida Statutes, which became effective on July 1, 1995, requires the Commission to ensure the implementation of a temporary number portability solution prior to the introduction of competition in the local exchange market on January 1, 1996. The statute requires the parties, under the direction of the Commission, to set up a number portability standards group by no later than September 1, 1995, for the purposes of investigation and development of appropriate parameters, costs and standards for number portability. However, since the Commission is required to ensure the establishment of a temporary number portability solution by January 1, 1996, it was impossible to establish a hearing schedule that met the timeline of the statute. Therefore, it became necessary to develop a hearing schedule which required the parties to be on a faster timeline than required by the statute.

On June 29, 1995, the Commission established this docket to investigate what is the appropriate temporary local number portability solution. On August 30, 1995, the parties executed a Stipulation and Agreement (stipulation) which addresses some, but not all, of the issues identified in this docket. See Attachment "A."

DOCUMENT NUMBER-DATE

09774 OCT-3 95

FPSC-RECORDS/REPORTING

The parties have agreed that the LECs shall offer Remote Call Forwarding to certificated ALECs as a temporary number portability mechanism, effective January 1, 1996. Likewise, the ALECs shall offer Remote Call Forwarding to LECs as a temporary number portability mechanism, effective the date they begin to provide local exchange telephone service. The stipulation requires all existing local exchange companies and alternative local exchange companies which sign the stipulation to provide remote call forwarding on a nondiscriminatory basis at a recurring per line, per month charge.

The parties also agree that Flexible Direct Inward Dialing (Flex DID) is an alternative temporary number portability mechanism. However, they state that Flex DID involves certain technical and administrative issues that have not yet been fully addressed. Therefore, the parties have agreed that the LECs will continue to negotiate with the ALECs who desire to utilize Flex DID. Further, the stipulation states that in the event the parties are unable to satisfactorily negotiate the price, terms and conditions either party may petition the Commission which shall, within 120 days after receipt of the petition and after opportunity for hearing, determine whether Flex DID is technically and economically feasible, and if so, set nondiscriminatory rates, terms and conditions for Flex DID.

Although Remote Call Forwarding is identified as the appropriate temporary number portability solution, the parties agree to leave open the possibility to negotiate a future temporary number portability solution as alternatives are developed. Further, the parties agree to work together with the 911 coordinators to ensure the successful integration of ALEC information into the existing 911/E911 systems. In addition, the parties have identified several compensation issues such as access charges and interconnection that will be addressed in other proceedings currently underway.

Upon consideration, we find that the Stipulation and Agreement is appropriate. We concur that Remote Call Forwarding is an appropriate method for meeting the requirements of the statute. Regarding Flex DID, it became apparent during the workshops that Flex DID may not be able to be implemented by the January 1, 1996, deadline because of technical and administrative constraints. Nonetheless, we agree with the parties that this is an alternative number portability solution that can be explored further. However, we note in regards to Flex DID, the parties' attempt to bind us to take certain future action, within the constraints set forth in the stipulation, has no legal effect.

ORDER NO. PSC-95-1214-AS-TP
DOCKET NO. 950737-TP
PAGE 3

First, Section 364.16(4), Florida Statutes, the section pertaining to number portability, does not address alternative solutions nor does it state that the Commission shall act within 120 days. It does state that the Commission shall establish a number portability solution by January 1, 1996, if the parties are unable to successfully negotiate the prices, terms, and conditions of a temporary number portability solution. Second, this Commission has previously found that it cannot be bound to a specific course of action by parties through the approval of a stipulation. See Order No. PSC-94-0172-FOF-TL.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Stipulation and Agreement executed by BellSouth Telecommunications, Inc. d/b/a Southern Bell Telephone and Telegraph Company, GTE Florida Incorporated, United Telephone Company of Florida, Central Telephone Company of Florida, Metropolitan Fiber Systems of Florida, Inc., MCI Metro Access Transmission Services, Inc., Time Warner AxS of Florida, L.P., Digital Media Partners, Florida Cable Telecommunications Association, Inc., AT&T Communications of the Southern States, Inc., Florida Public Telecommunications Association, Intermedia Communications of Florida, Inc., Sprint Communications Company, Limited Partnership and McCaw Communications of Florida, Inc., executed on August 31, 1995, and set forth as Attachment "A" to this Order, is hereby approved and shall be incorporated into this Order. It is further

ORDERED that this docket shall remain open.

By ORDER of the Florida Public Service Commission, this 3rd day of October, 1995.

BLANCA S. BAYÓ, Director
Division of Records and Reporting

by: Kay Hegan
Chief, Bureau of Records

(S E A L)

MMB

ORDER NO. PSC-95-1214-AS-TP
DOCKET NO. 950737-TP
PAGE 4

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900 (a), Florida Rules of Appellate Procedure.

STIPULATION AND AGREEMENT

Chapter 364.16(4), Florida Statutes, requires the Florida Public Service Commission to have a temporary service provider number portability mechanism in place on January 1, 1996. The statute further requires industry participants to form a number portability standards group by September 1, 1995 for the purpose of developing the appropriate costs, parameters, and standards for number portability. Negotiating the temporary number portability solution is one task that the group is to perform. This standards group was formed on July 26, 1995, and consists of the members listed on Attachment A to this agreement. If parties are unable to come to agreement on the temporary solution, the Florida Public Service Commission has reserved dates for an evidentiary proceeding under Chapter 120.57, Florida Statutes.

As a result of workshops held by the members of the standards group, an agreement has been reached as to the methods of providing temporary number portability. This Stipulation is entered into by and between the undersigned parties to Docket No. 950737-TP, Investigation into a Temporary Local Telephone Number Portability Solution to Implement Competition in Local Exchange Markets.

The parties agree that Chapter 364.16(4), Florida Statutes, requires a service provider temporary number portability solution. Service provider number portability allows an end user at a given location to change service from a local exchange

company (LEC) to an alternative local exchange company (ALEC) or vice versa, or between two ALECs, without changing local telephone numbers.

The parties further agree that a temporary service provider number portability mechanism that can be implemented in most LEC central offices at the present time is Remote Call Forwarding. With Remote Call Forwarding, a call to the old telephone number is first sent to the switch of the former local service provider, and then forwarded (ported) to the switch of the new local service provider. This is a temporary mechanism that can be implemented using existing switch and network technology. While remote call forwarding is not an appropriate solution to the issue of permanent number portability, the parties agree that it can be used as a temporary number portability mechanism.

The parties therefore agree that the LECs shall offer Remote Call Forwarding to certificated ALECs as a temporary number portability mechanism, effective January 1, 1996. Likewise, the parties agree that ALECs shall offer Remote Call Forwarding to LECs as a temporary number portability mechanism, effective on the date they begin to provide local exchange telephone service. All parties agree that the provision of reliable end user access to emergency services such as 911/E911 is necessary to protect the public health, safety and welfare. This stipulation is entered into with the understanding that Remote Call Forwarding does not provide technical impediments to the availability and reliable transfer of relevant information to 911/E911 systems.

All parties shall work together and with the 911 coordinators to successfully integrate the relevant ALEC information into the existing 911/E911 systems. The recurring price for Remote Call Forwarding will be on a per-line per-month basis and will be uniform throughout an individual LEC's existing service territory. The price charged by an individual LEC for Remote Call Forwarding shall not be below the costs of that LEC to provide Remote Call Forwarding for purposes of providing temporary number portability. The price charged for Remote Call Forwarding offered by an ALEC will mirror the price charged by the LEC.

The parties recognize that there are other related compensation issues that are not addressed in this agreement, including compensation for termination of ported calls and the entitlement to terminating network access charges on ported calls. These items will be negotiated by the parties, or resolved by the Commission, as local interconnection issues under Chapter 364.162.

The parties further agree that Flexible Direct Inward Dialing is an alternative temporary number portability mechanism. With Flexible Direct Inward Dialing, the number is routed to the switch of the former local service provider, which translates it to look like a direct inward dialed call terminating in the switch of the new local exchange provider. The parties recognize that Flexible Direct Inward Dialing involves certain technical and administrative issues that have not yet been fully addressed.

The parties agree that the LECs will continue to negotiate with the ALECs who desire to utilize Flexible Direct Inward Dialing as a method of providing temporary number portability to resolve any technical and administrative issues and to establish the prices, terms and conditions upon which Flexible Direct Inward Dialing will be offered. In the event the parties are unable to satisfactorily negotiate the price, terms and conditions, either party may petition the Commission which shall, within 120 days after receipt of the petition and after opportunity for a hearing, determine whether Flexible Direct Inward Dialing is technically and economically feasible and, if so, set nondiscriminatory rates, terms and conditions for Flexible Direct Inward Dialing. The prices and rates shall not be below cost.

Nothing in this Stipulation shall preclude the use of other feasible options for temporary number portability that may be developed in the future.

The parties further agree that the work of the number portability standards group will continue, under Chapter 364.16(4), Florida Statutes, to investigate and develop a permanent number portability solution.

(SIGNATURES BEGIN ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed this
Stipulation and Agreement as of the 30th day of August, 1995.

BELLSOUTH TELECOMMUNICATIONS, INC.
D/B/A SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By: *Percy H. Sims*

GENERAL TELEPHONE COMPANY OF FLORIDA,
INC.

By: _____

SPRINT/UNITED TELEPHONE COMPANY OF
FLORIDA

By: _____

SPRINT/CENTRAL TELEPHONE COMPANY OF
FLORIDA

By: _____

METROPOLITAN FIBER SYSTEMS OF FLORIDA,
INC.

By: _____

MCI METRO ACCESS TRANSMISSION SERVICES,
INC.

By: *Rio D. Mesa*

ORDER NO. PSC-95-1214-AS-TP
DOCKET NO. 950737-TP
PAGE 10

ATTACHMENT A
PAGE 6 OF 12

IN WITNESS WHEREOF, the parties have executed this
Stipulation and Agreement as of the 30th day of August, 1998.

BELLSOUTH TELECOMMUNICATIONS, INC.
D/B/A SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By: _____

GENERAL TELEPHONE COMPANY OF FLORIDA,
INC.

By: *Shirley Powell*

SPRINT/UNITED TELEPHONE COMPANY OF
FLORIDA

By: _____

SPRINT/CENTRAL TELEPHONE COMPANY OF
FLORIDA

By: _____

METROPOLITAN FIBER SYSTEMS OF FLORIDA,
INC.

By: _____

NCI METRO ACCESS TRANSMISSION SERVICES,
INC.

By: _____

IN WITNESS WHEREOF, the parties have executed this
Stipulation and Agreement as of the 30th day of August, 1995.

BELLSOUTH TELECOMMUNICATIONS, INC.
D/B/A SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By: _____

GENERAL TELEPHONE COMPANY OF FLORIDA,
INC.

By: _____

SPRINT/UNITED TELEPHONE COMPANY OF
FLORIDA

By: F. B. Bag _____

SPRINT/CENTRAL TELEPHONE COMPANY OF
FLORIDA

By: F. B. Bag _____

METROPOLITAN FIBER SYSTEMS OF FLORIDA,
INC.

By: _____

MCI METRO ACCESS TRANSMISSION SERVICES,
INC.

IN WITNESS WHEREOF, the parties have executed this
Stipulation and Agreement as of the 30th day of August, 1995.

BELLSOUTH TELECOMMUNICATIONS, INC.
D/B/A SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

By: _____

GENERAL TELEPHONE COMPANY OF FLORIDA,
INC.

By: _____

SPRINT/UNITED TELEPHONE COMPANY OF
FLORIDA

By: _____

SPRINT/CENTRAL TELEPHONE COMPANY OF
FLORIDA

By: _____

METROPOLITAN FIBER SYSTEMS OF FLORIDA,
INC.

By:  _____

NCI METRO ACCESS TRANSMISSION SERVICES,
INC.

By: _____

TIME WARNER AXS

By: 

DIGITAL MEDIA PARTNERS

By: 

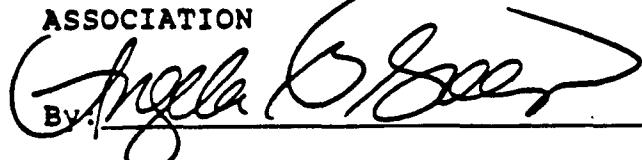
FLORIDA CABLE TELECOMMUNICATIONS
ASSOCIATION, INC.

By: 

AT&T COMMUNICATIONS OF THE SOUTHERN
STATES, INC.

By: 

FLORIDA PUBLIC TELECOMMUNICATIONS
ASSOCIATION

By: 

INTERMEDIA COMMUNICATIONS OF FLORIDA,
INC.

By: _____

SPRINT COMMUNICATIONS COMPANY,
LIMITED PARTNERSHIP

ORDER NO. PSC-95-1214-AS-TP
DOCKET NO. 950737-TP
PAGE 14

ATTACHMENT A
PAGE 10 OF 12

TIME WARNER AXS

By: _____

DIGITAL MEDIA PARTNERS

By: _____

FLORIDA CABLE TELECOMMUNICATIONS
ASSOCIATION, INC.

By: _____

AT&T COMMUNICATIONS OF THE SOUTHERN
STATES, INC.

By: _____

FLORIDA PUBLIC TELECOMMUNICATIONS
ASSOCIATION

By: _____

INTERMEDIA COMMUNICATIONS OF FLORIDA,
INC.

By: Patricia A. Kuli

SPRINT COMMUNICATIONS COMPANY,
LIMITED PARTNERSHIP

By: _____

ORDER NO. PSC-95-1214-AS-TP
DOCKET NO. 950737-TP
PAGE 15

ATTACHMENT A
PAGE 11 OF 12

TIME WARNER A&S

By: _____

DIGITAL MEDIA PARTNERS

By: _____

FLORIDA CABLE TELECOMMUNICATIONS
ASSOCIATION, INC.

By: _____

AT&T COMMUNICATIONS OF THE SOUTHERN
STATES, INC.

By: _____

FLORIDA PUBLIC TELECOMMUNICATIONS
ASSOCIATION

By: _____

INTERMEDIA COMMUNICATIONS OF FLORIDA,
INC.

By: _____

SPRINT COMMUNICATIONS COMPANY,
LIMITED PARTNERSHIP

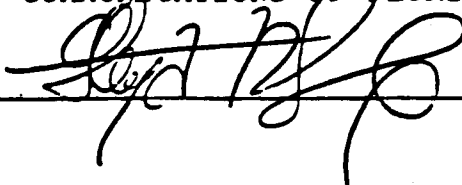
By: Jerry H. Key

ORDER NO. PSC-95-1214-AS-TP
DOCKET NO. 950737-TP
PAGE 16

ATTACHMENT A
PAGE 12 OF 12

MCCAW COMMUNICATIONS OF FLORIDA, INC.

By: _____

A handwritten signature in black ink, appearing to be "R. J. B.", is written over a horizontal line. The signature is stylized and cursive.

M E M O R A N D U M

OCTOBER 2, 1995

RECEIVED

OCT - 2 1995

45
EPSC-RECORDS/REPORTING

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (BARONE)

RE: DOCKET NO. 950737-TP - INVESTIGATION INTO TEMPORARY LOCAL TELEPHONE NUMBER PORTABILITY SOLUTION TO IMPLEMENT COMPETITION IN LOCAL EXCHANGE TELEPHONE MARKETS.

1214-AS

Attached is an ORDER APPROVING STIPULATION AND AGREEMENT to be issued in the above-referenced docket. (Number of pages in Order - 16)

MMB/js
Attachment
cc: Division of Communications
I: 950737TP.MMB

Attachments
not on CMS