

5E
m



Continental Cablevision - Southeastern Region

DONALD L. CROSBY
Regulatory Counsel

December 11, 1995

FILED
DEC 12 1995

VIA FEDERAL EXPRESS

Ms. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RE: DOCKET NO. 950985-TP

Dear Ms. Bayo:

Enclosed for filing in the above-referenced docket are an original and fifteen copies of the Prehearing Statement of Continental Cablevision, Inc. Copies have been served on the parties of record pursuant to the attached certificate of service.

ACK ✓ Also enclosed is a copy of Continental's Prehearing Statement on a 3-1/2" diskette in WordPerfect format, version 5.2.

Please acknowledge receipt and filing of these documents by date stamping the duplicate of this letter, which is enclosed, and returning it to me.

Oliver

Thank you for your assistance with this filing.

Sincerely,

Donald L. Crosby
Donald L. Crosby

Enclosure

28

cc: All Parties of Record

DOCUMENT NUMBER-DATE

12499 DEC 12 1995

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Resolution of petition(s) to) DOCKET NO.
establish nondiscriminatory) 950985-TP
rates, terms and conditions)
for interconnection involving)
local exchange companies and)
alternative local exchange)
companies pursuant to Section)
364.162, Florida Statutes)
_____)

ORIGINAL
FILE COPY

CONTINENTAL'S PREHEARING STATEMENT

Continental Cablevision, Inc., on behalf of its affiliates, Continental Fiber Technologies, Inc. d/b/a AlterNet, and Continental Florida Telecommunications, Inc. (collectively "Continental"), pursuant to Orders Nos. PSC-95-1084-PCO-TP, issued August 30, 1995, and PSC-95-1421-PCO-TP, issued November 22, 1995, and Rule 25-22.038(3), Florida Administrative Code, respectfully submits the following Prehearing Statement in the above-captioned docket.

A. WITNESSES

Continental will present as a witness A.R. (Dick) Schleiden. Mr. Schleiden will present direct and rebuttal testimony. His testimony will address all issues.

Continental reserves the right to call additional witnesses, if necessary, as may be required by later filed testimony, the completion of discovery, or new issues identified at the prehearing conference.

B. EXHIBITS

Continental intends to present the following exhibits:

DOCUMENT NUMBER-DATE

12499 DEC 12 8

FPSC-RECORDS/REPORTING

610

inappropriate because it would cause end users to bear the unnecessary expense of measuring and billing procedures and serve as a barrier to competition in derogation of Section 364.162(5), Florida Statutes (1995).

D. ISSUES AND POSITIONS

Continental offers the following prehearing positions on the questions of law, fact and public policy identified for disposition in this docket:

Where the term "ALECs" is used herein, it refers to Teleport, Continental, MFS, MCImetro, and Time Warner/DMP.

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 BellSouth?

POSITION: 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 BellSouth 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.

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

POSITION: Under the "bill and keep" arrangement, the tariffs that are on file for BellSouth 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.

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

POSITION: 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.

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 BellSouth?

POSITION: 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. BellSouth should compensate ALECs for the origination of 800 traffic, as defined in BellSouth's tariffs, terminated to BellSouth. In determining the amount of compensation, the ALECs' originating switched access charges should be identical to BellSouth's. The ALECs should provide BellSouth the appropriate records necessary for BellSouth to bill its customers. At such time as an ALEC elects to provide

800 services, BellSouth should reciprocate this arrangement.

ISSUE 5(a): What are the appropriate technical arrangements for the interconnection of the respective ALECs' networks to BellSouth's 911 provisioning facilities such that the respective ALECs' customers are ensured the same level of 911 service as they would receive as a customer of BellSouth?

POSITION: 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.

The ALECs' customers must have the same level of access to reliable 911 service as BellSouth's customers. For basic 911 service, BellSouth 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. The ALECs should arrange to accept 911 calls from their 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 BellSouth and route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service,

the ALECs should discontinue the basic 911 procedures and begin the E911 procedures.

For E911 service, the ALECs 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 ALECs 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 BellSouth. If the primary tandem trunks are not available, the ALECs should alternate route the call to the designated secondary E911 tandem. If the secondary tandem trunks are not available, the ALECs should alternate route the call to the appropriate Traffic Operator Position System (TOPS) tandem.

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

POSITION: 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, the ALECs should provide daily updates to the E911 database. BellSouth must be required to work cooperatively with the ALECs to define

record layouts, media requirements, and procedures for this process.

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

POSITION: 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. The ALECs and BellSouth should mutually provide each other busy line verification and emergency interrupt services.

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

POSITION: BellSouth should include ALEC 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, BellSouth should continue to provide directory assistance services. Continental will conform to any reasonable procedure to provide database updates continuously during the normal business day.

ISSUE 8: Under what terms and conditions should BellSouth be required to list the respective ALECs' customers in its white and yellow pages directories and to publish and distribute these directories to the respective ALECs' customers?

POSITION: BellSouth should include ALEC customers' primary listings in white page and yellow page directories, distribute directories to the customers of each and recycle all customers' directory books at no charge. The ALECs and BellSouth 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, the incumbent LECs should wish to list ALEC customers and to distribute the directories; Continental does not seek any remuneration for cooperating in the incumbent LECs' efforts regarding directories. Continent reserves the right to develop directory arrangements in addition to those described above.

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

POSITION: The ALECs and BellSouth 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 BellSouth. CMDS is the appropriate mechanism by which these services should be provided. ALECs ought to enjoy the freedom of participation in such billing and collection services to the same degree as the incumbent LECs.

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

POSITION: The ALECs and BellSouth should provide LEC-to-LEC Common Channel Signalling (CCS) to each 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 ANI, Originating Line Information (OLI) calling party category, charge number, etc. All privacy indicators should be honored. The ALECs and BellSouth 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.

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

POSITION: 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.

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?

POSITION: Continental understands that this issue concerns an IXC delivering incoming calls, bound for an ALEC, to BellSouth because the NXX code involved is assigned to BellSouth. The called party, however, is a customer of the ALEC and the call must be ported through BellSouth'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 BellSouth end office. Clearly, BellSouth 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.

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

POSITION: 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.

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

POSITION: 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. An ALEC ought to be able to enlist the Commission's assistance in overcoming any delays that occur in obtaining NXXs. The Commission should handle such requests for assistance on an expedited basis, preferably in less than 30 days. Minimally, the ALECs should be able to get an NXX for each incumbent LEC's office with which the ALECs physically interconnect. They should also be able to get additional NXXs when 60% or more of the numbers in an existing NXX have been allocated. ALEC requests for NXXs should be expected to be fulfilled by BellSouth in 30 days or less.

E. STIPULATIONS

Continental entered into a stipulation and agreement with BellSouth and various other parties to Docket No. 950985A-TP on December 8, 1995. In the interest of reaching settlement, Continental has agreed to positions in the stipulation and agreement which differ from those set out above.

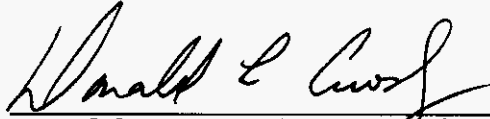
F. PENDING MOTIONS

On December 8, 1995, the stipulation and agreement entered into on that date by Continental, BellSouth and various other parties to this docket was filed in this docket under a Joint Motion for Acceptance of Stipulation and Agreement and for Partial Stay of Proceedings. Continental supports the Commission's grant of this joint motion.

G. OTHER REQUIREMENTS

Continental is not aware at this time of any requirements set forth in the orders establishing procedure, Orders Nos. PSC-95-1084-PCO-TP and PSC-95-1421-PCO-TP, with which it cannot comply.

RESPECTFULLY SUBMITTED this 11th day of December, 1995.



Donald L. Crosby, Esquire
Regulatory Counsel
CONTINENTAL CABLEVISION, INC.
Southeastern Region
7800 Belfort Parkway, Suite 270
Jacksonville, FL 32256-6925
Phone: (904) 731-8810

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the Prehearing Statement of Continental Cablevision, Inc., were furnished by next day express delivery this 11th day of December, 1995, to the following:

Lee L. Willis, Esq.
J. Jeffrey Wahlen, Esq.
McFarlane, Ausley, et al.
227 South Calhoun Street
Tallahassee, FL 32301

Leo I. George
Lonestar Wireless of Florida, Inc.
1146 19th St., Suite 200
Washington, DC 20036

Anthony P. Gillman, Esq.
Kimberly Caswell, Esq.
GTE Florida Inc., FLTC0007
201 N. Franklin St.
Tampa, FL 33602

Charles W. Murphy, Esq.
Pennington Law Firm
215 S. Monroe St., 2nd Floor
Tallahassee, FL 32302

Steven D. Shannon
MCI Metro Access Trans. Svcs., Inc.
2250 Lakeside Blvd.
Richardson, TX 75082

Patrick K. Wiggins, Esq.
Wiggins & Villacorta, P.A.
501 E. Tennessee St.
Tallahassee, FL 32302

Leslie Carter
Digital Media Partners
1 Prestige Place, Suite 255
2600 McCormack Dr.
Clearwater, FL 34619

Andrew D. Lipman
Metropolitan Fiber Systems of Florida, Inc.
One Tower Lane, Suite 1600
Oakbrook Terrace, IL 60181

F. Ben Poag
Sprint/United-Florida
Sprint/Centel-Florida
555 Lake Border Dr.
Apopka, FL 32703

Richard D. Melson, Esq.
123 S. Calhoun St.
Tallahassee, FL 32317

James C. Falvey, Esq.
Swidler & Berlin, Chartered
3000 K St. N.W., Suite 300
Washington, DC 20007

J. Phillip Carver, Esq.
c/o Nancy H. Sims
BellSouth
150 S. Monroe St., Suite 400
Tallahassee, FL 32301

David Erwin, Esq.
225 S. Adams St., Suite 200
Tallahassee, FL 32301

John Murray
Payphone Consultants, Inc.
3431 N.W. 55th St.
Fort Lauderdale, FL 33309

Richard A. Gerstemeier
Time Warner AxS of Florida, L.P.
2251 Lucien Way, Suite 320
Maitlant, FL 32751

Patricia Kurlin, Esq.
Intermedia Communications of Florida, Inc.
9280 Bay Plaza Blvd., Suite 720
Tampa, FL 33619

Gary T. Lawrence
City of Lakeland
501 E. Lemon St.
Lakeland, FL 33801

Jill Butler
2773 Red Maple Ridge
Tallahassee, FL 32301

Graham A. Taylor
TCG South Florida
1001 W. Cypress Creek Rd., Suite 209
Ft. Lauderdale, FL 33309

Bill Tabor, Esq.
Utilities & Telecommunications
410 House Office Bldg.
Tallahassee, FL 32399

Greg Krosovsky, Esq.
Commerce & Economic Opportunities
4265 Senate Office Bldg.
Tallahassee, FL 32399

Charles Beck, Esq.
Office of the Public Counsel
111 W. Madison St., Room 812
Tallahassee, FL 32399

Nels Roseland
Exec. Office of the Governor
Office of Planning & Budget
The Capitol, Room 1502
Tallahassee, FL 32399

Paul Kouroupas
Director, Regulatory Affairs
Teleport Communications Group, Inc.
Two Teleport Dr., Suite 300
Staten Island, NY 10311

Robert V. Elias, Esq.
Division of Legal Services
2540 Shumard Oak Blvd., Room 370
Tallahassee, FL 32399-0850

Floyd R. Self, Esq.
Messer, Caparello, et al.
215 S. Monroe St., Suite 701
Tallahassee, FL 32301

Michael W. Tye, Esq.
A T & T
101 N. Monroe St., Suite 700
Tallahassee, FL 32301

Robin D. Dunson, Esq.
1200 Peachtree St., N.E.
Promenade I, Room 4038
Atlanta, GA 30309

Sue E. Weiske
Senior Counsel
Time Warner Communications
160 Inverness Dr. W.
Englewood, CO 80112

Laura Wilson, Esq.
F C T A
310 N. Monroe St.
Tallahassee, FL 32301

Ken Hoffman, Esq.
Rutledge, Ecenia, et al.
215 S. Monroe St., Suite 420
Tallahassee, FL 32301

Jodie Donovan-May, Esq.
Eastern Region Counsel
Teleport Communications Group, Inc.
1133 21st St. N.W., Suite 400
Washington, DC 20036

By 
DONALD L. CROSBY