

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

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Resolution of Petition(s) to establish)
nondiscriminatory rates, terms, and) Docket No. 950985-TP
conditions for interconnection)
involving local exchange companies and) Filed: February 20, 1996
alternative local exchange companies)
pursuant to Section 364.162, Florida)
Statutes)

PREHEARING STATEMENT OF
METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.
(Petition Concerning GTE Florida, Inc.)

Pursuant to Rule 25-22.038(3), Florida Administrative Code and Order No. PSC-95-0888-PCO-TP, Metropolitan Fiber Systems of Florida, Inc. ("MFS-FL"), by its undersigned attorneys, hereby files this prehearing statement in the Commission's proceeding concerning its petition for interconnection with GTE Florida, Inc. ("GTEFL").

- (a) the name of all known witnesses that may be called by the party, and the subject matter of their testimony;

Timothy T. Devine will testify as to the appropriate interconnection and other co-carrier arrangements (as defined by the list of issues in this proceeding) between MFS-FL and GTEFL and, in particular, the appropriate terminating access compensation mechanism. He will also respond to proposals by other parties on these issues.

- (b) a description of all known exhibits that may be used by the party, whether they may be identified on a composite basis, and the witness sponsoring each;

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

Timothy T. Devine, on behalf of MFS-FL, will sponsor Exhibits TTD-1 through TTD-9 attached to his Direct and Rebuttal Testimony in this docket. Exhibit TTD-1 through TTD-6 represent the correspondence between MFS-FL and GTEFL in their recent interconnection negotiations. Exhibit TTD-9 is an agreement signed between MFS-FL and GTEFL concerning many of the issues in this proceeding. Exhibit TTD-8 is an agreement between Intermedia and GTEFL. Exhibit TTD-7 is a chart describing the traffic flows between MFS and NYNEX in New York.

(c) a statement of basic position in the proceeding;

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.

(d) MFS-FL offers the following prehearing positions on the questions of law, fact and public policy identified for disposition in this docket.

1. Issue: 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?

Position: 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.

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

Position: Yes.

3. Issue: 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 ALECs' network?

Position: 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.

4. Issue: 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?

Position: 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.

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

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: 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.

6. Issue: 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?

Position: 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.

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

Position: 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.

8. Issue: Under what terms and conditions should United/Centel and GTEFL 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: 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.

9. Issue: 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?

Position: 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.

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

Position: 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.

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

Position: 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.

12. Issue: 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: 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.

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

Position: 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.

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

Position: 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.

(g) a statement of issues that have been stipulated to by the parties;

MFS-FL has negotiated an agreement with GTEFL on many of the principal issues in this docket. The agreement is filed as Exhibit TTD-7 ("Agreement"). A number of issues have been agreed upon, including essentially every aspect of issues 2 (tariffing), 4 (intraLATA 800 traffic), 5 (911/E911), 6 (operator handled traffic), 7 (directory assistance services), 8 (white and yellow pages), 9 (billing and collection services), 10 (CLASS/LASS services), 12 (treatment of "ported" calls), and 14 (NXX codes). Certain

operational arrangements remain to be worked out. The parties expect to be able to reach agreement on these issues, and in fact have agreed to negotiate an agreement with respect to these issues within 60 days.

(h) a statement of all pending motions or other matters the party seeks action upon;


MFS-FL and GTEFL will request that the Commission approve their agreement.

At the time of this statement, there are no pending motions or other matters that MFS-FL seeks action upon.

(i) a statement as to any requirement set forth in the prehearing order that cannot be complied with, and the reasons therefor.

None.

Respectfully submitted,



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