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March 22, 1996

Ms. Blanca Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
Room 110, Easley Building
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

BY HAND DELIVERY

Re: Docket No. 950985-TP

Dear Ms. Bayo:

Enclosed for filing is an original and fifteen copies of McCaw Communications of Florida, Inc.'s Posthearing Brief in the above-referenced docket. Also enclosed is a 3 1/2" diskette in WordPerfect 6.1 format with the document on it.

ACK Please indicate receipt of this document by stamping the enclosed extra copy of this letter.

APP Your attention to this filing is appreciated.

WAF

CHAS

Sincerely,

Norman H. Horton, Jr.
Norman H. Horton, Jr.

NHH/amb

Enclosures

cc: William H. Higgins, Esq.

Parties of Record

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DOCUMENT NUMBER-DATE

03445 MAR 22 96

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Resolution of Petitions)
to Establish Nondiscriminatory)
Rates, Terms, and Conditions)
for Interconnection Involving)
Local Exchange Companies and)
Alternative Local Exchange)
Companies)
_____)

Docket No. 950985-TP
Filed: March 22, 1996

**ORIGINAL
FILE COPY**

**POSTHEARING BRIEF OF
MCCAW COMMUNICATIONS OF FLORIDA, INC.**

McCaw Communications of Florida , Inc., on behalf of itself and its Florida regional affiliates, ("McCaw"), pursuant to Rule 25-22.056, Florida Administrative Code, and Order No. PSC-96-0136-PCO-TP, respectfully submits the following Posthearing Brief to the Florida Public Service Commission.

I. BASIC POSITION

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.

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FPSC-RECORDS/REPORTING

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II. 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?

SUMMARY OF POSITION: *Interconnection rates, structure and arrangements should not impair development of competition. 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.*

ANALYSIS AND ARGUMENT: In adopting sweeping changes to Chapter 364, the Legislature found the competitive provision of telecommunication services to be in the public interest. The Legislature also found there to be a need for regulatory oversight to protect consumers and provide for the development of fair and effective competition. In order for competition to develop there must be appropriate arrangements in place so that new entrants will have the ability to complete and to have use of and access to the existing network. It is not only important that new entrants have access to the network, but existing providers must also have access to the facilities of the new providers so that callers on one

network may seamlessly reach customers of any other network. The rates and arrangements proposed by Sprint United/Centel ("Sprint") and GTE Florida Incorporated ("GTFL") in this proceeding will not advance the findings of the Legislature, but instead will impair and possibly prevent development of competition.

Sprint and GTFL have proposed different methods for calculating rates for interconnection. Sprint proposes two methods either a port charge or a per minute of use charge based on switched access rates. GTFL proposes to base its rate on switched access as well. Neither actively support a bill and keep or mutual traffic exchange arrangement. As a general statement both LECs favor their respective proposals because of their need to recover costs for furnishing the service. There was testimony that the proposed interconnection rates would more than cover costs however. (TR 396-397; 1012; 1085-1088; 1346-1348).

On the other hand, there was substantial support for bill and keep. The adoption of either of the proposals presented by the LECs would result in the LEC recovering much more than their costs to provide the interconnection. In addition to eliminating problems associated with various cost studies this arrangement is simple, promotes choice and competition and facilitates entry.

Moreover, bill and keep is fair to the carriers and is commonly used. The use of bill and keep would not result in "over compensation" to any party as would a minute of use charge proposed by either LEC in this case.

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

SUMMARY OF POSITION: *Yes.*

ANALYSIS AND ARGUMENT: There does not appear to be any disagreement among the parties on this issue.

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 ALEC's network?

SUMMARY OF POSITION: *The requests of the ALECs should be approved.*

ANALYSIS AND ARGUMENT: The individual technical and operational issues associated with each ALEC's service needs should be resolved in a manner that facilitates the competitive provision of service. The ability to interconnect with one another is as important to a LEC as it is to an ALEC. Without this ability, customers would not be served.

The parties may be able to reach agreement on technical and operational issues and enter into agreements, as has been the case with some of the petitioners in this docket. Parties should be encouraged to reach an accord, but should not have the terms of agreements reached with others imposed on them. Each ALEC is in the best position to determine how it can best serve its customers. Generally, the two sides have informally resolved most technical issues. Accordingly, those informal agreements should be implemented. Where there is no agreement at all, the ALEC position should be approved so it can offer service.

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?

SUMMARY OF POSITION: *The requests of the ALECs should be approved.*

ANALYSIS AND ARGUMENT: See Issue No. 3.

Issue 5a: What are the appropriate technical arrangements for the interconnection of the respective ALECs' networks 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?

SUMMARY OF POSITION: *The requests of the ALECs should be approved.

ANALYSIS AND ARGUMENT: See Issue No. 3.

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?

SUMMARY OF POSITION: *The requests of the ALECs should be approved.*

ANALYSIS AND ARGUMENT: See Issue No. 3.

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?

SUMMARY OF POSITION: *The requests of the ALECs should be approved.*

ANALYSIS AND ARGUMENT: See Issue No. 3.

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?

SUMMARY OF POSITION: *The requests of the ALECs should be approved.*

ANALYSIS AND ARGUMENT: See Issue No. 3.

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?

SUMMARY OF POSITION: *The requests of the ALECs should be approved.*

ANALYSIS AND ARGUMENT: See Issue No. 3.

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?

SUMMARY OF POSITION: *The requests of the ALECs should be approved.*

ANALYSIS AND ARGUMENT: See Issue No. 3.

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

SUMMARY OF POSITION: *The requests of the ALECs should be approved.*

ANALYSIS AND ARGUMENT: See Issue No. 3.

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

SUMMARY OF POSITION: *The requests of the ALECs should be approved.*

ANALYSIS AND ARGUMENT: See Issue No. 3.

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?

SUMMARY OF POSITION: *The requests of the ALECs should be approved.*

ANALYSIS AND ARGUMENT: See Issue No. 3.

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

SUMMARY OF POSITION: *The requests of the ALECs should be approved.*

ANALYSIS AND ARGUMENT: See Issue No. 3.

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

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

ISSUE NO. 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?

This issue has already been resolved.

Dated this 22nd day of March, 1996.

Respectfully submitted,
MESSER, CAPARELLO, MADSEN, GOLDMAN &
METZ, P.A.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Posthearing Brief of McCaw Communications of Florida, Inc. in Docket No. 950985-TP has been furnished by Hand Delivery (*) and/or U. S. Mail on this 22nd day of March, 1996 to the following parties of record:

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