

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of ICG Telecom Group, Inc. for arbitration of unresolved issues in interconnection negotiations with BellSouth Telecommunications, Inc.

DOCKET NO. 990691-TP

FILED: SEPTEMBER 9, 1999

STAFF'S PREHEARING STATEMENT

Pursuant to Order No. PSC-99-1532-PCO-TP, the Staff of the Florida Public Service Commission files its Prehearing Statement.

- A. All Known Witnesses: Staff does not intend to sponsor a witness at this time.
B. All Known Exhibits: Staff has not yet identified a tentative list of exhibits which it intends to utilize in this proceeding. Staff will supply a tentative list of such exhibits at or prior to the Prehearing Conference.
C. Staff's Statement of Basic Position: None pending discovery.
D. Staff's Position on the Issue:

ISSUE 1: Until the FCC and the FPSC adopt a rule with prospective application, should dial-up access to the Internet through Internet Service Providers (ISPs) be treated as if it were a local call for purposes of reciprocal compensation?

- AFA
APP
CAF
CMU
CTR
EAG
LEG
MAS
OPC
PAI
SEC
WAW
OTH

STAFF: Staff takes no position at this time.

ISSUE 2: Should the amount paid by ICG in the Bona Fide Request process be offset for BellSouth's costs in developing a project plan whenever other parties subsequently request

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and receive the same service at a reduced rate (because BellSouth has already developed the necessary project plan)?

STAFF: Staff takes no position at this time.

ISSUE 3: Should the following packet-switching capabilities be made available as UNEs:

a) user-to-network interface (UNI) at 56 kbps, 64 kbps, 128 kbps, 256 kbps, 384 kbps, 1.544 Mbps and 44.736 Mbps.

b) network-to-network interface (NNI) at 56 kbps, 64 kbps, 1.544 Mbps and 44.736 Mbps

c) data link control identifiers ("DLCIs") at committed information rates ("CIRs") of 0 kbps, 8 kbps, 9.6 kbps, 16 kbps, 19.2 kbps, 28 kbps, 32 kbps, 56 kbps, 64 kbps, 128 kbps, 192 kbps, 256 kbps, 320 kbps, 384 kbps, 448 kbps, 512 kbps, 576 kbps, 640 kbps, 704 kbps, 768 kbps, 832 kbps, 896 kbps, 960 kbps, 1.024 Mbps, 1.088 Mbps, 1.152 Mbps, 1.216 Mbps, 1.280 Mbps, 1.344 Mbps, 1.408 Mbps, 1.472 Mbps, 1.536 Mbps, 1.544 Mbps, 3.088 Mbps, 4.632 Mbps, 6.176 Mbps, 7.720 Mbps, 9.264 Mbps, 10.808 Mbps, 12.350 Mbps, 13.896 Mbps, 15.440 Mbps, 16.984 Mbps, 18.528 Mbps and 20.072 Mbps.

STAFF: Staff takes no position at this time.

ISSUE 4: Under the Telecommunications Act of 1996, should "Enhanced Extended Link" Loops (EELs) be made available to ICG in the interconnection agreement as UNEs?

STAFF: Staff takes no position at this time.

ISSUE 5: Should liquidated damages be imposed when BellSouth fails to meet the time intervals for provisioning UNEs?

STAFF: It is the position of staff that this issue is not within the jurisdiction of the Commission and, therefore, should not be addressed in these proceedings.

ISSUE 6: Should volume and term discounts be available to ICG for UNEs?

STAFF: Staff takes no position at this time.

ISSUE 7: For purposes of reciprocal compensation, should ICG be compensated for end office, tandem, and transport elements of termination where ICG's switch serves a geographic area comparable to the area served by BellSouth's tandem switch?

STAFF: Staff takes no position at this time.

ISSUE 8: In calculating PLU and PIU, should BellSouth be required to report the traffic on a monthly basis?

STAFF: Staff takes no position at this time.

ISSUE 9: Should BellSouth be required to provide to ICG a breakdown of the intrastate and interstate traffic that it reports to ICG?

STAFF: Staff takes no position at this time.

ISSUE 10: Should BellSouth be required to commit to provisioning the requisite network buildout and necessary support when ICG agrees to enter into a binding forecast of its traffic requirements in a specified period?

STAFF: Staff takes no position at this time.

ISSUE 11: Should ICG meet the requirements of becoming a BellSouth "certified vendor" before being allowed to install, provision, or maintain its own collocation space?

STAFF: Staff takes no position at this time.

ISSUE 12: When there are fewer than fifty (50) BellSouth "certified vendors" in a designated area and/or when a certified vendor is unable to perform the collocation work on a timely basis, should the process for becoming a BellSouth "certified vendor" be waived or expedited?

STAFF: Staff takes no position at this time.

ISSUE 13: Should a BellSouth "certified vendor" be required to cross connect ICG's equipment with the equipment of another telecommunications carrier that desires such a connection?

STAFF: Staff takes no position at this time.

ISSUE 14: Should security escorts be required for ICG site visits?

STAFF: Staff takes no position at this time.

ISSUE 15: When ICG transitions its virtual collocation to physical collocation, should the charges be limited to actual costs in making the transition and a records change?

STAFF: Staff takes no position at this time.

ISSUE 16: Should ICG be allowed to sublease any of its equipment located on BellSouth's premises?

STAFF: Staff takes no position at this time.

ISSUE 17: When a customer number is transferred to ICG, how soon should BellSouth update its records?

STAFF: Staff takes no position at this time.

ISSUE 18: Should liquidated damages be imposed when BellSouth fails to install, provision, or maintain any service in accordance with the due dates set forth in the parties' interconnection agreement?

STAFF: It is the position of staff that this issue is not within the jurisdiction of the Commission and, therefore, should not be addressed in these proceedings.

ISSUE 19: Should BellSouth continue to be responsible for any cumulative failure in a one-month period to install, provision, or maintain any service in accordance with the due dates specified in the interconnection agreement with ICG?

STAFF: It is the position of staff that this issue is not within the jurisdiction of the Commission and, therefore, should not be addressed in these proceedings.

ISSUE 20: Should liquidated damages be imposed when BellSouth's service fails to meet the requirements imposed by the interconnection agreement with ICG (or the service is interrupted causing loss of continuity or functionality)?

STAFF: It is the position of staff that this issue is not within the jurisdiction of the Commission and, therefore, should not be addressed in these proceedings.

ISSUE 21: Should BellSouth continue to be responsible when the duration of service failure exceeds certain benchmarks?

STAFF: It is the position of staff that this issue is not within the jurisdiction of the Commission and, therefore, should not be addressed in these proceedings.

ISSUE 22: Should liquidated damages be imposed when BellSouth's service fails to meet the grade of service requirements imposed by the interconnection agreement with ICG?

STAFF: It is the position of staff that this issue is not within the jurisdiction of the Commission and, therefore, should not be addressed in these proceedings.

ISSUE 23: Should BellSouth continue to be responsible when the duration of service's failure to meet the grade of service requirements exceeds certain benchmarks?

STAFF: It is the position of staff that this issue is not within the jurisdiction of the Commission and, therefore, should not be addressed in these proceedings.

ISSUE 24: Should liquidated damages be imposed when BellSouth fails to provide any data in accordance with the specifications of the interconnection agreement with ICG?

STAFF: It is the position of staff that this issue is not within the jurisdiction of the Commission and, therefore, should not be addressed in these proceedings.

ISSUE 25: Should BellSouth continue to be responsible when the duration of its failure to provide the requisite data exceeds certain benchmarks?

STAFF: It is the position of staff that this issue is not within the jurisdiction of the Commission and, therefore, should not be addressed in these proceedings.

E. Stipulation

Staff is not aware of any issues that have been stipulated at this time.

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F. Pending Motions:

Staff has no pending motions at this time.

Respectfully submitted,



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CERTIFICATE OF SERVICE

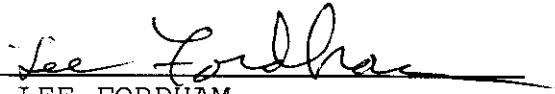
I HEREBY CERTIFY that a true and correct copy of Staff's Prehearing Statement has been furnished by U.S. Mail this 9th day of September, 1999, to the following:

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Respectfully submitted,


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