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RECORDS AND
REPORTING

February 15, 2000

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

Re: Docket No. 991838-TP

Dear Ms. Bayó:

Enclosed please find the original and fifteen copies of the Prehearing Statement of BellSouth Telecommunications, Inc., which we ask that you file in the above-referenced matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

J. Phillip Carver
J. Phillip Carver
(28)

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

AFA _____
APP _____
CAF _____
CMIJ *Tavers*
CTR _____
EAG _____
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OPC _____
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**CERTIFICATE OF SERVICE
DOCKET NO. 991838-TP**

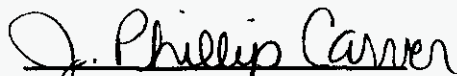
I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Federal Express (+) or Hand-Delivery (*) this 15th day of February, 2000 to the following:

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J. Phillip Carver (22)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re:

Petition for Arbitration of BlueStar)
Networks, Inc. with BellSouth)
Telecommunications, Inc. Pursuant)
To the Telecommunications Act of 1996)
_____)

Docket No. 991838-TP

Filed: February 15, 2000

PREHEARING STATEMENT OF BELL SOUTH TELECOMMUNICATIONS, INC.

BellSouth Telecommunications, Inc. ("BellSouth"), in compliance with the Order Establishing Procedure (Order No. PSC-00-0141-PCO-TP), issued January 21, 2000, hereby submits its Prehearing Statement for the above-styled matter.

A. Witnesses

BellSouth proposes to call the following witnesses to offer testimony on the issues in this docket:

	<u>Witness</u>	<u>Issue(s)</u>
1.	Alphonso J. Varner	2, 10, 11, 15
2.	Ronald M. Pate	2(b), 3, 4, 5, 6, 7
3.	W. Keith Milner	9, 16

BellSouth reserves the right to call additional witnesses, witnesses to respond to Commission inquiries not addressed in direct or rebuttal testimony and witnesses to address issues not presently designated that may be designated by the Prehearing Officer at the prehearing conference to be held on February 21, 2000. BellSouth has

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listed the witnesses for whom BellSouth believes testimony will be filed, but reserves the right to supplement that list if necessary.

B. Exhibits

Alphonso J. Varner	AJV-1	Proposed Rates
	AJV-2	Revised Proposed Rates
Ronald M. Pate	RPM-1	Service Inquiry Form
	RPM-2	BellSouth Interval Guide for Interconnection Services
	RPM-3	BellSouth Interval Guide for Interconnection Services (updated version)
W. Keith Milner	WKM-1	NTW Diagrams
	WKM-2	Photographs – Central Office A
	WKM-3	Photographs – Central Office B

BellSouth reserves the right to file exhibits to any testimony that may be filed under the circumstances identified in Section "A" above. BellSouth also reserves the right to introduce exhibits for cross-examination, impeachment, or any other purpose authorized by the applicable Florida Rules of Evidence and Rules of this Commission.

C. Statement of Basic Position

Each of the individually numbered issues in this docket represent a specific dispute between BellSouth and BlueStar as to what should be included in the Interconnection Agreement between the parties. BellSouth's positions are the more consistent with the Act, the pertinent rulings of the FCC, this Commission's previous orders and the rules of this Commission. Therefore, each of BellSouth's positions should be sustained by this Commission.

D. BellSouth's Position on the Issues

Issue 1: How should an unbundled copper loop ("UCL") be defined?

This issue has been resolved.

Issue 2: Should BellSouth be required to:

- a) **conduct a trial of line sharing with BlueStar, and if so, when?**
- b) **conduct a trial of electronic ordering and provisioning of line sharing with BlueStar, and if so, when?**

Position: BellSouth should not be required to conduct a trial of line sharing or electronic ordering and provisioning of line sharing with BlueStar. BellSouth intends to comply fully with the FCC's recent Order on line sharing. This Order, however, does not require BellSouth to conduct any sort of line sharing trial. BellSouth intends to follow its normal business practice to determining whether a trial of line sharing is appropriate.

Issue 3: What information should BellSouth be required to provide to BlueStar on loop orders that are rejected because the requested facilities are unavailable?

Position: BellSouth has offered to provide to BlueStar complete and appropriate information through the service inquiry process concerning loop orders that are rejected. It is not possible to provide BlueStar with a design layout record on a rejected order.

Issue 4: When should the information identified in Issue 3 be provided?

Position: BellSouth typically provides the information identified in Issue 3 in the form of a completed service inquiry form within a three to five day targeted service interval that begins when the order is placed. This is an appropriate response interval.

Issue 5: Should BellSouth be required to implement a process whereby xDSL loop orders that are rejected are automatically converted to orders for UCLs without requiring BlueStar to resubmit the order?

Position: No. If the loop that BlueStar orders is not available, BellSouth can not make on behalf of BlueStar the business decision as to what is the next best loop. For this reason, BellSouth cannot “automatically convert” a rejected xDSL loop order to an order for a UCL.

Issue 6: For xDSL orders, should BellSouth be required to provide real time access to the following, and if so, when?

- a) **OSS for loop makeup information qualification;**
- b) **preordering;**
- c) **provisioning;**
- d) **repair/maintenance, and**
- e) **billing.**

Position: BellSouth currently provides nondiscriminatory access to the functions of preordering, provisioning, repair/maintenance and billing for xDSL. The FCC’s UNE Remand Order clarified that access to loop qualification information is part of the pre-ordering function. BellSouth will comply with the requirements of that order within the timeframe set by the order.

Issue 7: Should the interconnection agreement include a time interval for BellSouth provisioning of xDSL loops and UCLs?

Position: BellSouth proposes to include a time interval for the provisioning xDSL loops and UCLs. The dispute between BlueStar and BellSouth involves the fact that BlueStar apparently believes that this time interval should be guaranteed, i.e., that it should never be missed under any circumstances. BellSouth believes that, given the complexity of the orders in question, BlueStar's position is not reasonable. Therefore, BellSouth has proposed that the interval be utilized as a target.

Issue 8: Can xDSL loops retain repeaters at the ALEC's option?

This issue has been resolved.

Issue 9: Should the interconnection agreement include expedited procedures for repairs?

Position: No. BlueStar has demanded that repair service to at least some of its customers be completed in one hour regardless of specific circumstances. This demand should be rejected because it would result in discriminatorily favorable treatment to BlueStar, it would be virtually impossible to implement, and it would be inappropriate as a matter of public policy to give a particular carrier priority in repair service over entities such as hospitals, fire departments and police departments that may be in need of repair service.

Issue 10: What are the TELRIC-based rates for the following:

- a) 2-wire ADSL compatible loops, both recurring and nonrecurring;
- b) 2-wire HDSL compatible loops, both recurring and nonrecurring;
- c) "UCL" loops, both recurring and nonrecurring;
- d) loop conditioning for each of the loops listed above, as well as the 4-wire HDSL loop.

Position: The Commission should approve the rates set forth in Exhibit AJV-2 to the Testimony of Alphonso J. Varner.

Issue 11: What are the TELRIC-based recurring and nonrecurring rates for the high frequency portion of a shared loop?

Position: BellSouth is required to provide line sharing under a recent FCC Order. However, it would be premature to attempt to set a rate for the high frequency portion of the loop before] specifications are known, hardware has been identified and system modifications have been determined.

Issue 12: For purposes of reciprocal compensation, should the parties be required to adopt bill and keep for transport and termination of local, intraLATA and interLATA voice traffic?

This issue has been resolved.

Issue 13: What, if any, provisions should the agreement include for performance measures?

This issue has been resolved.

Issue 14: What, if any, provisions should the agreement include for liquidated damages?

This issue was removed from the arbitration by the Commission's Order No. 991838-TP, dated January 25, 2000.

Issue 15: What, if any, provisions should the agreement include for alternative dispute resolution?

Position: BellSouth does not believe that an alternate dispute resolution ("ADR") provision is suitable for interconnection agreements. The Commission has successfully handled disputes involving interconnection agreements in the past through the complaint process. There is no need now (nearly four years after passage of the Act) for the

Commission to set some special procedure to handle complaints that are specific to interconnection agreements.

Issue 16: What is the appropriate method for BlueStar to gain access to BellSouth's riser cables, allowing BlueStar to provision its digital subscriber line access multiplexer (DSLAM)?

Position: BlueStar and BellSouth should negotiate an agreement on rates, terms and conditions for access to BellSouth's riser cable. BellSouth's proposal for providing ALECs with access to riser cable and network terminating wire as a sub-loop element retains network reliability, integrity, and security for both BellSouth's network and the ALEC's network. BlueStar should not be allowed to use a DSLAM as a demarcation point or to cross connect directly to BellSouth's riser cable.

E. Stipulations

None.

F. Pending Motions

BellSouth has filed one Motion that is currently pending: BellSouth's Motion to Strike Testimony and Motion For Protective Order or, Alternatively, To Continue Hearing.

G. Other Requirements

None.

Respectfully submitted this 15th day of February, 2000.

BELLSOUTH TELECOMMUNICATIONS, INC.

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