

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of BellSouth Telecommunications, Inc.)
for Section 252(b) arbitration of interconnection)
agreement with Intermedia Communications Inc.)

DOCKET NO. 991854-TP

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RECORDS AND
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INTERMEDIA COMMUNICATIONS INC.'S
PREHEARING STATEMENT

INTERMEDIA COMMUNICATIONS INC. ("Intermedia") hereby files its prehearing statement pursuant to Rule 25-22.038(3), Florida Administrative Code, and Order No. PSC-00-0284-PCO-TP.

(a) Witnesses to be called by Intermedia and the subject matter of their testimony

Intermedia will call J. Carl Jackson, Jr., its Senior Director – Industry Policy, as its sole witness for all issues in the proceeding.

(b) Description of all known exhibits, whether they may be identified on a composite basis, and sponsoring witness

Intermedia's known exhibits are as follows:

- AFA _____
- APP _____
- CAF _____
- CMU 8
- CTR _____
- EAG _____
- LEG 1
- MAS 2
- OPC _____
- RRR _____
- SEC 1
- WAW _____
- OTH _____

DC01/JARVR/105993.1

Jackson Exhibit No. JCJ-1 (accompanying prefiled direct testimony). This exhibit consists of a map that shows the location of Intermedia's switches on a nationwide basis. From this map, it is clear that the areas Intermedia serves in Jacksonville, Orlando, Tampa and Miami are each served by a single switch.

Jackson Exhibit No. JCJ-2 (accompanying prefiled direct testimony). This exhibit contains maps that show the local, extended and toll calling areas in various Florida jurisdictions that are covered by Intermedia's large and capable switches.

Jackson Composite Exhibit No. JCJ-3 (accompanying prefiled rebuttal testimony.)
This exhibit contains network topology, calling areas, and switch descriptions.

These exhibits may be identified on a composite basis. The sponsoring witness for all of Intermedia's exhibits will be J. Carl Jackson, Jr.

(c) Statement of basic position in the proceeding

BellSouth and Intermedia have conducted negotiations in an attempt to reach agreement on a new interconnection agreement to replace their existing (expired) agreement. On December 7, 1999 BellSouth petitioned for arbitration of unresolved issues with the Commission. BellSouth identified 10 issues for arbitration, but noted that several other issues had been raised by Intermedia in the parties' preceding discussions. On January 3, 2000, Intermedia answered BellSouth's petition, and presented 38 additional issues outstanding between the parties that had not been resolved prior to the filing of BellSouth's petition. The parties have continued their discussions in the wake of the filing of the petition and answer, and have managed to settle several outstanding issues by various means. Some of the issues have been deferred by agreement of the parties to ongoing generic proceedings, some issues have been withdrawn, and

some issues have been settled by agreement of the parties on mutually acceptable language. In addition, the parties have agreed to revise and restructure certain of the issues to focus them with more precision and eliminated redundancy. Two issues, Issue No. 33 and Issue No. 48, have been dismissed from the proceeding in the February 11, 2000, *Order Establishing Procedure*.

At present, of the original forty-eight issues, only twenty-three issues remain to be arbitrated in this proceeding. Intermedia's basic position in this proceeding is that the Commission should find for Intermedia on all of the remaining issues. Intermedia expressly references and incorporates all of its prior argumentation and testimony with respect to the remaining issues.

(d) Statement of each question of fact Intermedia considers at issue, Intermedia's position on each issue, and the witness that will address the issue

Intermedia represents that there is no question of fact at issue in this proceeding.

(e)&(f) Statement of each question of law and policy Intermedia considers at issue, Intermedia's position on each issue, and the witness that will address the issue

The issues remaining for arbitration in this proceeding are not pure questions of law, but rather are mixed questions of law and policy. The issues set forth below are the questions of law and policy that Intermedia considers to be at issue. Intermedia's witness J. Carl Jackson, Jr. will be the witness for every issue.

Issue 2(a): Should the definition of "Local Traffic" for purposes of the Parties' reciprocal compensation obligations under Section 251(b)(5) of the 1996 Act include ISP traffic?

Intermedia's Position: Yes. When Intermedia carries calls originated by BellSouth customers on its network, Intermedia should be compensated for that service. BellSouth seeks to delete ISP traffic from the definition of "Local Traffic" in order to avoid payment to Intermedia for these services Intermedia renders to BellSouth's customers. The FCC did not intend for Intermedia to subsidize BellSouth by providing these services to BellSouth free of charge. In fact, the FCC expressly reserved for state commissions the full discretion to determine that reciprocal compensation could be paid on ISP traffic. The essential issue here is not whether ISP traffic is or is not "Local Traffic," but whether Intermedia should be compensated for services it renders to BellSouth's customers. Due to the way BellSouth structures its agreements, the only sensible way to do this is to treat ISP traffic the same way as local traffic for purposes of reciprocal compensation by including it in the definition of "Local Traffic." The Commission should find that the parties must compensate each other for ISP traffic at the rate designated for local traffic.

Issue 3: Should Intermedia be compensated for end office, tandem, and transport elements, for purposes of reciprocal compensation?

Intermedia's Position: Yes. FCC Rule 51.711(a)(3) expressly requires that CLECs are entitled to be compensated at the tandem rate if their switches serve a geographical area comparable in scope to that served by the ILECs' tandems. There is no mention of "comparable functionality" in the Commission's rule; it should be read to mean exactly what it says, no more and no less. Intermedia has

4 switches in Florida that serve large territories in Jacksonville, Orlando, Miami and Tampa. These large and capable switches serve areas that are comparable to the areas served by BellSouth's tandems. Intermedia has submitted exhibits that show the areas covered by its switches, and these areas are demonstrably comparable in geographic scope to BellSouth's tandems. In addition, although this is not required by applicable law, Intermedia's switch does perform functions comparable to those of BellSouth's tandems. Intermedia's modern network architecture is structured differently, so the switch functions are not identical, but they are comparable to BellSouth's legacy systems. The purpose of the FCC's rule is to compensate CLECs in this situation at the tandem rate in addition to all other applicable rate elements.

Issue 7: What charges should Intermedia pay to BellSouth for space preparation for physical collocation?

Intermedia's Position: Intermedia should pay charges that are duly derived from TELRIC cost studies. Intermedia should not be compelled to pay duplicative charges that have no demonstrable cost basis, such as vague "space preparation" charges for unidentified services that should be covered in the basic application charge. Moreover, Intermedia should not be forced to agree to open-ended "ICB" (Individual Cost Basis) – priced transactions in the preparation of collocation space, except where such transactions are truly extraordinary and impossible to anticipate. All other customary charges should be unit-priced in accordance with applicable law. Intermedia is especially puzzled by BellSouth's insistence on ICB

pricing in particular for those items where the ICB price applies to a “per arrangement, per square foot” transaction. When it is known in advance what measurement units are applicable to a transaction, it should be possible to assign cost-based prices to those units – and ICB prices should not be necessary.

Issue 10: Are BellSouth’s policies regarding conversion of virtual to physical collocation reasonable?

Intermedia’s Position: No, they are not. Especially in the wake of the FCC’s orders in the Advanced Services proceedings, it is clear that there is little or no practical difference between Intermedia’s virtually collocated positions and the set-up that Intermedia would have if its virtual arrangement were converted to cageless physical collocation. Since ILECs are required by law to make “any unused space” in their offices available for CLEC cageless collocation, subject to only minimal (and probably inapplicable) limitations, the only reason for repositioning Intermedia’s equipment upon conversion would be if BellSouth wants to do so for its own purposes, *e.g.*, because it believes that it needs to do so for security purposes. If BellSouth insists on repositioning Intermedia’s equipment for its own purposes in this way, BellSouth should bear the cost of doing so, and should provide additional assurance that there will be no disruption to Intermedia’s customers in the process. It should be recalled that the only reason that CLECs collocated virtually in the first place – at additional expense, technical difficulty and inconvenience – is that ILECs insisted there was “no room” for physical collocation. In fact, there *is* room, as clarified by the FCC.

Conversion of virtual to cageless collocation is in one sense just a transaction that

is setting the record straight, and this should not be at the CLECs' expense. The CLEC already realized unnecessarily increased costs – and BellSouth already obtained inflated payments it was not correctly entitled to, when CLECs were compelled to take virtual collocation instead of physical collocation due to ILEC stonewalling.

Issue 12: What is the appropriate definition of “currently combines” pursuant to FCC Rule 51.315(b)?

Intermedia's Position: BellSouth should be required by the state commission to make available to Intermedia all UNEs that BellSouth customarily combines as a matter of course in providing service to its own customers. If a retail customer can order a service from BellSouth that is essentially equivalent to a combination of UNEs, BellSouth should also make that combination available to Intermedia as a UNE combination at TELRIC based prices. Intermedia should not be limited to purchasing combinations from BellSouth that are already in use for a particular customer at a particular location. If BellSouth currently combines certain network elements for itself and its customers, the Commission should require it to do so for Intermedia as well.

Issue 13(a): Should BellSouth be required to provide access to enhanced extended links (“EELs”) at UNE rates?

Intermedia's Position: Yes. EELs are essential to Intermedia's ability to compete with BellSouth because they allow Intermedia to provide services to a

customer served by a given BellSouth end office without having to collocate equipment at that BellSouth end office. This provides maximum flexibility for Intermedia to be of service to the public without expending unnecessary resources. The Commission has ample authority to require BellSouth to offer this combination.

Issue 13(b): Should BellSouth be required to allow Intermedia to convert existing special access services to EELs at UNE rates?

Intermedia's Position: Yes. Applicable law allows conversion of existing special access arrangements to EELs at UNE rates, and BellSouth should be required to commit to this in the Parties' interconnection agreement.

Issue 18(c): Should BellSouth be required to provide access on an unbundled basis in accordance with, and as defined in, the FCC's UNE Remand Order, to packet switching capabilities?

Intermedia's Position: Yes. The FCC's UNE Remand Order specifies the circumstances in which BellSouth must offer access to packet switching capabilities. It is not sufficient for BellSouth to assert that those circumstances will never arise: the Parties' agreement should reflect the state of applicable law on this issue. On one hand, if BellSouth is correct that the circumstances in which it is required to offer such access will never arise, the language in the Parties' agreement will never be active, so BellSouth is not be adversely affected by it. On the other hand, if the circumstances do arise, and BellSouth has been successful in

convincing the Commission that it need not include this language in its agreement, Intermedia may be prevented from gaining access to a UNE to which it is otherwise entitled by law.

Issue 22: Should BellSouth be required to provide nondiscriminatory access to interoffice transmission facilities in accordance with, and as defined in, the FCC's UNE Remand Order?

Intermedia's Position: Yes. BellSouth must offer nondiscriminatory access to this UNE, and should define it as the FCC does. In addition, BellSouth must price this UNE based on TELRIC costs, and to the extent that TELRIC studies have not been performed and approved by the Commission for certain types of elements, the Parties' agreement should allow for interim rates and a true-up if the interim rates differ from the Commission's final approved rates. It is not sufficient for BellSouth to claim that the rates it proposes ARE the proper TELRIC rates – only the Commission can make that decision, and until it does, the rates are only interim, and should be subject to true-up.

Issue 25: Should BellSouth be required to furnish access to the following as UNEs: (i) User to Network Interface ("UNI"); (ii) Network-to-Network Interface ("NNI") and (iii) Data Link Control Identifiers ("DLCI"), at Intermedia-specified committed information rates ("CIR")?

Intermedia's Position: Yes. Although these UNEs have not yet found their way onto the list of nationally mandated UNEs at the FCC, the use of frame relay and

other packet-switched technologies is becoming more and more essential as the telecommunications field and its customers become more sophisticated and demand more innovative and better service. BellSouth's frame relay network, which carries high-speed data, should be just as accessible to competitive carriers as its voice network. Presently BellSouth charges from its tariff for services, greatly and unnecessarily inflating the cost of using BellSouth's frame relay network. The network elements on BellSouth's frame relay networks should be unbundled and TELRIC cost studies should be performed to arrive at prices that fairly reflect BellSouth's costs. Otherwise, Intermedia and others are unfairly subsidizing BellSouth's operations by paying far more than is appropriate. The Commission has clear authority under the terms of the UNE Remand Order to find that these network elements should be unbundled and offered at TELRIC based prices to CLECs, and Intermedia requests that it do so.

Issue 26: Should parties be allowed to establish their own local calling areas and assign numbers for local use anywhere within such areas, consistent with applicable law?

Intermedia's Position: Yes. It is not in the public interest to allow BellSouth to compel Intermedia to mirror its calling areas, and to restrict the assignment of numbers. Intermedia can compete with the monopoly carrier only if it can offer innovative services that are materially different, perhaps lower in cost, and more useful than existing ILEC services. One way in which this can be done is to establish different calling areas, and assign numbers differently in them. Some

customers will have a price incentive to change their service to Intermedia if this is done, although others will not. The flexibility to design unique services and to present a different “look” than BellSouth is essential. Where applicable law permits this flexibility, BellSouth should not be allowed to restrain competition in its interconnection agreements.

Issue 29: In the event Intermedia chooses multiple tandem access (“MTA”), must Intermedia establish points of interconnection at all BellSouth access tandems where Intermedia’s NXXs are “homed”?

Intermedia’s Position: No. The point of multiple tandem access is to interconnect to fewer tandems, and to have calls routed by BellSouth to end offices not served by those tandems. This is a question of efficiency and cost savings to the CLEC. If a CLEC must under its interconnection agreement establish POIs at every access tandem where its NXXs are “homed,” this will defeat the entire purpose of multiple tandem access.

Issue 30(a): Should Intermedia be required to designate a “home” local tandem for each assigned NPA/NXX; and

Intermedia’s Position: No. If CLECs are required to home to a single local tandem for each assigned NPA/NXX, it will deprive them of the flexibility they require to serve customers with innovative services. CLEC networks should not be compelled to mirror BellSouth’s networks, and CLEC calling areas and the distribution of their NPA/NXXs should not be required to mirror BellSouth’s.

CLECs should be able to design their own local calling areas, and assign numbers anywhere within them.

Issue 30(b): Should Intermedia be required to establish points of interconnection to BellSouth access tandems within the LATA on which Intermedia has NPA/NXXs homed?

Intermedia's Position: No. The Parties' agreement should not unduly restrict Intermedia's flexibility in designing its network and its calling plans.

Issue 31: For purposes of compensation, how should IntraLATA Toll Traffic be defined?

Intermedia's Position: IntraLATA Toll Traffic should be defined as proposed by Intermedia, to include data messages as well as voice traffic. BellSouth should not be permitted to "define away" data messaging in this fashion. There should not be a different regulatory treatment for calls carrying voice and data content.

Issue 32: How should "Switched Access Traffic" be defined?

Intermedia's Position: Switched Access Traffic should be defined as proposed by Intermedia, and it should not be defined to include IP telephony. ISPs and ESPs are exempt from access charges on a national basis by law. The treatment of IP telephony is a relatively new issue that will ultimately be resolved by the FCC. This Commission should not "jump the gun" as requested by BellSouth and fashion a treatment for IP telephony in Florida that may end up being entirely

inconsistent with the FCC's analysis. This issue is a controversial issue that is simply not adequately investigated at present, and it is better left out of the Parties' agreement.

Issue 37: Should all framed packet data transported within a Virtual Circuit that originate and terminate within a LATA be classified as local traffic?

Intermedia's Position: Yes. There is no reason why data messages should be treated any differently from voice calls for the purpose of determining what is or isn't local traffic, or for paying reciprocal compensation. Applicable law makes it clear that there is no legal distinction between these types of content. Local traffic, whether it is data or voice, gives rise to reciprocal compensation obligations, and BellSouth should not be allowed to avoid its financial responsibility by seeking to "define away the problem."

Issue 38: If there are no Virtual Circuits on a frame relay interconnection facility when it is billed, should the parties deem the Percent Local Circuit Use to be zero?

Intermedia's Position: No. If the PLCU is deemed to be zero, Intermedia will have to pay for the entire cost of establishing the interconnection arrangement. But that is patently unfair, and inconsistent with normal practices in comparable situations such as a mid-span fiber meet. Even BellSouth's own proposed language in the Parties' interconnection agreement envisions that the parties will each cover their own costs of bringing their facilities to a common point where

they may be joined. The same thing is going on here in the frame relay arena. BellSouth and Intermedia join their facilities with interconnection trunks for the purpose of connecting their customers: an Intermedia customer “talking” to a BellSouth customer. Since both sides benefit, and there is a clear reason for both sides to establish the arrangement in the first place, it would make sense to treat this situation similarly to a mid-span fiber meet. For each Party to cover its own costs, the PLCU will have to be set at 100%. This does not mean that BellSouth will have to pay for all of the interconnection cost: if the traffic is deemed to be all local, the parties simply split the cost, and that is the appropriate result..

Issue 39(a): What are the appropriate charges for interconnection trunks between the Parties’ frame relay switches?

Intermedia’s Position: The interconnection trunks between the Parties’ frame relay switches should be priced and paid for on the basis of TELRIC costs for dedicated transport. BellSouth wants Intermedia to pay tariffed prices that have no demonstrable relationship to TELRIC costs. Intermedia proposes that TELRIC studies be performed to support proper pricing, and that in the meantime, interim rates should be established at 50% of BellSouth’s tariffed costs, with a true-up once final rates have been approved by the Commission.

Issue 39(b): What are the appropriate charges for frame relay network-to-network interface (“NNI”) ports?

Intermedia's Position: These charges should be based on TELRIC costs. BellSouth wants Intermedia to pay tariffed prices that have no demonstrable relationship to TELRIC costs. Intermedia proposes that TELRIC studies be performed to support proper pricing, and that in the meantime, interim rates should be established at 50% of BellSouth's tariffed costs, with a true-up once final rates have been approved by the Commission.

Issue 39(c): What are the appropriate charges for permanent virtual circuit ("PVC") segments (i.e., Data Link Connection Identifier ("DLCI") and Committed Information Rates ("CIR"))?

Intermedia's Position: To prevent overrecovery, the parties should compensate each other only for the DLCI, at a rate based on TELRIC. The interconnection facilities are already accounted for in total, and each carrier will charge its own end users for the portion between the end user and the interconnection facilities.

Issue 39(d): What are the appropriate charges for requests to change a PVC segment or PVC service order record?

Intermedia's Position: These charges should be based on TELRIC costs. BellSouth wants Intermedia to pay tariffed prices that have no demonstrable relationship to TELRIC costs. Intermedia proposes that TELRIC studies be performed to support proper pricing, and that in the meantime, interim rates should be established at 50% of BellSouth's tariffed costs, with a true-up once final rates have been approved by the Commission.

Issue 45: Should the interconnection agreement specifically state that the agreement does not address or alter either party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service?

Intermedia's Position: No. This general "catch-all" statement is of unknown effect. BellSouth should state in clear terms what it intends to accomplish by this language, and Intermedia can attempt to determine whether it is problematic. But Intermedia should not be required to sign onto sweeping statements that can alter many separate arrangements in the Parties' agreement without knowing what the underlying intent is, or how it affects the agreement.

(g) Statement of issues that have been stipulated to by the parties

As of the date of this filing, the parties have settled on, agreed not to arbitrate, or have agreed to defer to ongoing generic proceedings the following issues:¹

Issue 1: Should the parties wait for final and nonappealable legislative, regulatory, judicial or other legislation before amending the contract to implement such actions?

Issue 2(b): Should the definition of "Local Traffic" for purposes of the parties' reciprocal compensation obligations under Section 251(b)(5) of the 1996 Act

¹ This list also includes Issues 33 and 48, which the Commission has determined in its February 11, 2000 Order Establishing Procedure that it will not address in this proceeding.

include false traffic deliberately generated for the sole purpose of obtaining increased reciprocal compensation (e.g., router-router traffic)?

Issue 4: Should BellSouth be required to pay for additional transport charges where Intermedia has configured its network in a way that its switch is in a different LATA than Intermedia's end user customer?

Issue 5: Should Intermedia be allowed to assign NPA/NXXs in such a way as to make it impossible for BellSouth to distinguish local from non-local traffic for BellSouth originated traffic?

Issue 6: Should BellSouth use calendar days instead of business days for the following intervals related to collocation: (a) updating the notification document on its website after a Denial of Application date; (b) correction of deviations to Intermedia's original or jointly amended requirements after acceptance walk-through of Collocation Space?

Issue 8: Is BellSouth's interval for responding to Intermedia's bona fide collocation requests appropriate?

Issue 9: Is BellSouth's interval for physical collocation provisioning appropriate?

Issue 11: Should BellSouth be required to provide reasonable and non-discriminatory access to UNEs in accordance with all effective rules and decisions by the FCC and this Commission?

Issue 14: Should the parties utilize the FCC's most recent definition of "local loop"?

Issue 15: Should BellSouth be required to condition loops in accordance with the FCC's most recent ruling?

Issue 16: Should the parties utilize the FCC's most recent definition of network interface device ("NID")?

Issue 17: Should BellSouth be required to offer subloop unbundling and access to BellSouth-owned inside wiring in accordance with the UNE Remand Order and FCC Rule 319(a)?

Issue 18(a): Should BellSouth be required to provide access on an unbundled basis in accordance with, and as defined in, the FCC's UNE Remand Order, to local circuit switching?

Issue 18(b): Should BellSouth be required to provide access on an unbundled basis in accordance with, and as defined in, the FCC's UNE Remand Order, to local tandem switching?

Issue 19: Should the parties utilize a definition of local tandem switching capability consistent with the FCC's most recent ruling?

Issue 20: Should the parties utilize a definition of local circuit switching capability consistent with the FCC's most recent ruling?

Issue 21: Should the parties utilize a definition of a packet switching capability consistent with the FCC's most recent ruling?

Issue 23: Should the parties utilize a definition of interoffice transmission facilities consistent with the FCC's most recent ruling, that includes dark fiber, DS1, DS# and OCn levels, and shared transport?

Issue 24: Should BellSouth provide nondiscriminatory access to operations support systems ("OSS") and should the parties utilize a definition of OSS consistent with the FCC's most recent ruling?

Issue 27: Should Intermedia be permitted to establish Points of Presence (“POP”) and Points of Interface (“POI”) for delivery of its originated interLATA toll traffic?

Issue 28: Should the parties include language requiring BellSouth to designate Points of Presence and Points of Interface for delivery of its originated *interLATA* toll traffic?

Issue 33: Should BellSouth and Intermedia be liable to each other for lost switched access revenues due to lost or damaged billing data?

Issue 34: Should the parties determine the rates to be used for intraLATA toll and Switched Access transit traffic, or should rates from BellSouth’s tariffs be utilized?

Issue 35: How should Wireless Type 1 and/or Type 2A traffic be treated for purposes of the Parties’ interconnection agreement?

Issue 36: What should the appropriate compensation mechanism for transit traffic be for purposes of the Parties’ interconnection agreement?

Issue 39(e) How should the Parties compensate each other for requests to change a PVC segment or PVC service order record?

Issue 40: Should compensation for the parties' use of frame relay NNI ports be determined by the parties, or be based on recurring and non-recurring rates in BellSouth's interstate access tariff?

Issue 41: Should compensation for the PVC segment between the parties' frame relay switches be determined by the parties, or be based on recurring and non-recurring rates in BellSouth's interstate access tariff?

Issue 42: Should compensation between the parties for local Permanent Virtual Circuit ("PVC") be based on each party's portion of the non-recurring charge for a Data Link Control Interface ("DLCI"), or on the non-recurring and recurring PVC charges associated with the PVC segment?

Issue 43: Should compensation between the parties for interLATA PVCs be based on the non-recurring charge for a DLCI or on the non-recurring and recurring PVC and CIR charges associated with that PVC segment?

Issue 44: Should the parties' compensation to each other for requests to change a PVC segment or PVC service order record be determined by the parties or should it be based on BellSouth's interstate access tariff?

Issue 46: Should Intermedia's obligation to identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses cease when BellSouth obtains authority to provide in-region interLATA service?

Issue 47: Should BellSouth be required to offer frame relay interconnection at TELRIC rates, and should there be a true-up if it is subsequently found during the term of the agreement that BellSouth's rates were in excess of TELRIC?

Issue 48: Should the parties adopt the performance measures, standards, and penalties imposed by the Texas Public Utility Commission on Southwestern Bell Telephone?

(h) Statement of all pending motions or other matters Intermedia seeks action upon

As of the date of this filing, Intermedia does not seek action upon any pending motions or other matters.

(i) Statement identifying the parties' pending requests or claims for confidentiality

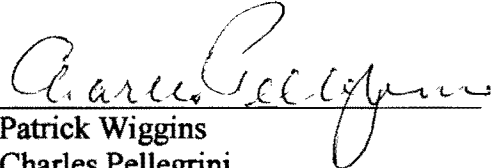
Intermedia has filed Jackson Exhibit No. JCJ-3 with a claim of confidentiality as to a portion, pursuant to Rule 25-22.006 (5), Florida Administrative Code.

(j) Statement as to any requirement set forth in this order that cannot be complied with, and the reasons therefor

There are no such requirements to Intermedia's knowledge.

Respectfully submitted,

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ITS ATTORNEYS

Dated: March 6, 2000

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by U.S. Mail or Hand Delivery(*) this 6th day of March, 2000 to the following:

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