

RECEIVED-PPSC

Legal Department

A. LANGLEY KITCHINGS  
General Attorney

00 MAR -6 PM 4:32

BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(404) 335-0754

RECORDS AND  
REPORTING

March 6, 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. 991854-TP**

Dear Ms. Bayó:

Enclosed please find an 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,

*A Langley Kitchings*  
A. Langley Kitchings *(sw)*

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

AFA \_\_\_\_\_  
APP \_\_\_\_\_  
CAF \_\_\_\_\_  
CMU 1  
CTR \_\_\_\_\_  
EAG \_\_\_\_\_  
LEG 1  
MAS 3  
OPC \_\_\_\_\_  
RFR \_\_\_\_\_  
SEC 1  
VAV \_\_\_\_\_  
OTH \_\_\_\_\_

RECEIVED & FILED  
*(Signature)*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

02946 MAR-6 00

FPSC-RECORDS/REPORTING

**CERTIFICATE OF SERVICE**  
**Docket No. 991854-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

U.S. Mail this 6th day of March, 2000 to the following:

Timothy Vaccaro  
Staff Counsel  
Florida Public Service  
Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Carl Jackson  
Senior Director  
Intermedia Communications, Inc.  
360 Interstate North Parkway  
Suite 500  
Atlanta, Georgia 30339

Scott Saperstein  
Senior Policy Counsel  
Intermedia Communications, Inc.  
3625 Queen Palm Drive  
Tampa, Florida 33619  
Ph. (813) 829-4093  
Fax (813) 349-9802

  
A. Langley Kitchings  
A. Langley Kitchings

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: )  
 )  
 Petition for Arbitration of the Interconnection )  
 Agreement Between BellSouth Telecommunications, ) Docket No. 991854-TP  
 Inc. and Intermedia Communications, Inc. )  
 Pursuant to Section 252(b) of the )  
 Telecommunications Act of 1996. )  
 \_\_\_\_\_ ) Filed: March 6, 2000

**PREHEARING STATEMENT OF BELL SOUTH TELECOMMUNICATIONS, INC.**

BellSouth Telecommunications, Inc. ("BellSouth"), in compliance with the Order Establishing Procedure (Order No. PSC-00-0284-PCO-TP), issued February 11, 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:

<b><u>Witness</u></b>	<b><u>Issue(s)</u></b>
1. Alphonso J. Varner	2(a), 3, 7, 12, 13(a), 13(b), 18(c), 22, 25, 26, 31, 32, 37, 38, 39(a)-(d), 45
2. W. Keith Milner	10, 29, 30(a), 30(b)

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 March 17, 2000. BellSouth has listed

DOCUMENT NUMBER-DATE

02946 MAR-68

FPSC-RECORDS/REPORTING

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	BellSouth's Comments
	AJV-3	BellSouth's Reply Comments
	R-AJV-1	Florida Usage Data
	R-AJV-2	Florida Usage Date Specific To Intermedia
	R-AJV-3	Maps of BellSouth Local and Access Tandem Service Area
W. Keith Milner	WKM-1	NTW Diagrams

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 (which has not been resolved) represents a specific dispute between BellSouth and Intermedia 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: Should the parties wait for final and nonappealable legislative, regulatory, judicial or other legislation before amending the contract to implement such actions?**

This issue has been resolved.

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

- (a) ISP traffic?**
- (b) False traffic deliberately generated for the sole purpose of obtaining increased reciprocal compensation (e.g., Router-Router traffic)?**

(a) "Local traffic" should be defined to apply only to traffic that originates and terminates within a local area. The definition should expressly exclude traffic to Internet Service Providers, which is interstate traffic. (b) This issue has been resolved.

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

**Position:** Intermedia should be compensated for those functions it provides. The appropriate rates for reciprocal compensation are the elemental rates for end office

switching, tandem switching and common transport that are used to transport and terminate local traffic. If a call is not handled by Intermedia's switch on a tandem basis, it is not appropriate to pay Intermedia reciprocal compensation for the tandem switching function.

**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?**

This issue has been resolved.

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

This issue has been resolved.

**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) correct of deviations to Intermedia's original or jointly amended requirements after acceptance walk-through of Collocation Space?

This issue has been deferred to the generic proceeding.

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

Position: The issue of appropriate rates for physical collocation, including space preparation charges, has been addressed by this Commission in its Order No. PSC-98-0604-FOF-TP, dated April 29, 1998, wherein the Commission found that it was appropriate to determine space preparation charges on an Individual Case Basis ("ICB"). BellSouth proposes that it is appropriate for space preparation charges to continue to be determined on an ICB until such time as this Commission determines otherwise.

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

This issue has been deferred to the generic proceeding.

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

This issue has been deferred to the generic proceeding.

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

Position: Yes. BellSouth will convert virtual collocation arrangements to physical collocation arrangements upon Intermedia's request. However, if BellSouth determines in a nondiscriminatory manner that the arrangement must be relocated, Intermedia should pay the cost of such relocation.

**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?**

This issue has been resolved.

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

Position: BellSouth's obligation should be limited to combinations that currently exist to serve a particular customer at a particular location.

**Issue 13: Should BellSouth be required to:**

**(a) provide access to enhanced extended links ("EELs") at UNE rates;**  
and

**(b) allow Intermedia to convert existing special services to EELs at UNE rates?**

Position: (a) BellSouth's obligation should be limited to combinations that currently exist to serve a particular customer at a particular location. (b) Intermedia's

ability to convert special access facilities to EELs at UNE rates is constrained at least until the FCC completes its Fourth Notice of Proposed Rulemaking. Until that rulemaking is complete, carriers may not convert special access services to combinations of UNEs unless the carrier uses the UNE combination to provide a significant amount of local exchange service, in addition to exchange access service to a particular customer.

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

This issue has been resolved.

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

This issue has been resolved.

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

This issue has been resolved.

**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)?**

This issue has been resolved.

**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?**

Position: There is no requirement under Section 251 of the Telecommunications Act of 1996 for unbundling of packet switching capabilities. Further, in its UNE Remand Order, the FCC expressly declined "to unbundle specific packet switching technologies incumbents LECs may have deployed in their networks." (Para. 311)

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



This issue has been resolved.

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

This issue has been resolved.

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

This issue has been resolved.

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

Position: BellSouth agrees that it is required to provide nondiscriminatory access to interoffice transmission facilities and has proposed language which it believes is consistent with § 51.319(d) of the FCC's UNE Remand Order and with Intermedia's proposed language.

**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?**

This issue has been resolved.

**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?**

This issue has been resolved.

**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")?**

Position: No. BellSouth is not legally required to offer the indicated components of Frame Relay as UNEs under Section 251.

**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?**

Position: When an ALEC assigns numbers having the same NPA/NXX to customers both inside and outside the BellSouth local calling area where the NPA/NXX is homed, it is impossible for BellSouth to determine whether BellSouth's end users are making a local or a long distance call when BellSouth's end user calls the ALEC's end user. Consequently, BellSouth can't tell whether access or reciprocal compensation should apply to the resulting traffic.

**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?**

This issue has been resolved.

**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?**

This issue has been resolved.

**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"?**

Position: Yes. If Intermedia elects BellSouth's multiple tandem access ("MTA") offer, Intermedia must designate for each of Intermedia's switches the BellSouth tandem at which BellSouth will receive traffic originated by Intermedia's end user customers.

**Issue 30: Should Intermedia be required to:**

- (a) designate a "home" local tandem for each assigned NPA/NXX; and**
- (b) establish points of interconnection to BellSouth access tandems within the LATA on which Intermedia has NPA/NXXs homed?**

Position: (a) Yes. If more than one BellSouth local tandem serves a particular local calling area, Intermedia must establish one of the BellSouth local tandems as a home local tandem for each of its NPA/NXXs. (b) Yes. Intermedia must interconnect at each access tandem where its NPA/NXXs are homed for Intermedia's exchange access traffic.

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

Position: IntraLATA Toll Traffic should be defined as any telephone call that is not local or switched access per the parties' agreement.

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

Position: Switched Access Traffic should be defined in accordance with BellSouth's access tariff and should include IP Telephony.

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

Position: Issue 33 was removed from this proceeding by the Order Establishing Procedure (page 7).

**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?**

This issue has been resolved.

**Issue 35: How should Wireless Type I and/or Type 2A traffic be treated for purposes of the parties' interconnection agreement?**

This issue has been resolved.

**Issue 36: What should the appropriate compensation mechanism for transit traffic be for purposes of the parties' interconnection agreement?**

This issue has been resolved.

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

Position: BellSouth agrees that all framed packet data transported within a VC that originate and terminate within a LATA will be classified as local traffic. However, BellSouth contends that frame relay traffic originated and terminated in the LATA is not subject to reciprocal compensation.

**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?**

Position: Yes. BellSouth proposes a PLCU of zero in such circumstances.

**Issue 39: What are the appropriate charges for the following:**

- (a) interconnection trunks between the parties' frame relay switches,
- (b) frame relay network-to-network interface ("NNI") parts,
- (c) permanent virtual circuit ("PVC") segment (i.e., Data Link Connection Identifier ("DLCI") and Committed Information Rates ("CIR"), and
- (d) requests to change a PVC segment or PVC service order record
- (e) How should the Parties compensate each other for requests to change a PVC segment or PVC service order record?

Position: (a) BellSouth proposes use of the nonrecurring and recurring charges set forth in its interstate access tariff. (b) BellSouth proposes use of the nonrecurring and recurring charges set forth in its interstate access tariff. (c) BellSouth proposes use of the nonrecurring and recurring charges set forth in its interstate access tariff. (d) BellSouth proposes use of the nonrecurring and recurring charges set forth in its interstate access tariff. (e) This issue has been resolved.

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

This issue has been resolved.

**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?**

This issue has been resolved.

**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?**

This issue has been resolved.

**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?**

This issue has been resolved.

**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?**

This issue has been resolved.

**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?**

**Position:** Yes. The purpose of this language is to make clear that the parties' obligations with respect to access service are not affected by this local interconnection agreement.

**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?**

This issue has been resolved.

**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?**

This issue has been resolved.

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

Position: Issue 48 was removed from this proceeding by the Order Establishing Procedure (page 7).

**E. Stipulations**

None.

**F. Pending Motions**

None.

**G. Other Requirements**

None.

Respectfully submitted this 6<sup>th</sup> day of March, 2000.

BELLSOUTH TELECOMMUNICATIONS, INC.

*Nancy B. White*

NANCY B. WHITE  
MICHAEL P. GOGGIN  
c/o Nancy Sims  
150 South Monroe Street, #400  
Tallahassee, Florida 32301  
(305) 347-5558

*R. Douglas Lackey*

R. DOUGLAS LACKEY  
A. LANGLEY KITCHINGS  
675 West Peachtree Street, #4300  
Atlanta, Georgia 30375  
(404)335-0710

199275