

ORIGINAL

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INTERMEDIA COMMUNICATIONS INC.  
DIRECT TESTIMONY OF HEATHER BURNETT GOLD  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 991534-TP

RECORDS AND

1 Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS, TITLE, AND THE  
2 NATURE OF YOUR POSITION WITH INTERMEDIA COMMUNICATIONS  
3 INC. ("INTERMEDIA").

4 A. My name is Heather Burnett Gold. I serve Intermedia as Vice President-Industry Policy.  
5 My business address is 3625 Queen Palm Drive, Tampa, Florida 33619. I am responsible  
6 for Intermedia's regulatory, legislative and philanthropic activities. I was formerly  
7 President of the Association for Local Telecommunications Services, and before that,  
8 Vice President, Industry Affairs for the Competitive Telecommunications Association. I  
9 have also held regulatory positions with National Telephone Services, Allnet, GTE Sprint  
10 and SBS. I am a director of the Universal Service Administrative Company. I hold BA  
11 and MA degrees in economics from Tuft University and an MBA degree in finance and  
12 marketing from Washington University.

13 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

14 A. I am appearing before the Commission as a policy witness to present evidence describing  
15 Intermedia's contractual arrangements with BellSouth Telecommunications, Inc.  
16 ("BellSouth"), specifically those arrangements concerning intercarrier compensation for  
17 the transport and termination of local traffic. My testimony will support Intermedia's  
18 position that it bills BellSouth for the transport and termination of traffic on Intermedia's  
19 Florida networks that is originated by BellSouth end users using the correct rate under the

AFA \_\_\_\_\_  
20 APP \_\_\_\_\_ parties' interconnection agreement.  
CAF \_\_\_\_\_

21 Q. WHY HAS INTERMEDIA FILED THIS COMPLAINT AGAINST BELLSOUTH?

22 On October 8, 1999, Intermedia filed this complaint with the Commission when it  
23 became apparent that BellSouth was applying an inappropriate rate in making payments  
24 against Intermedia's invoices for local traffic transport and termination in Florida in  
25 breach of the interconnection agreement.  
EAG \_\_\_\_\_  
LEG \_\_\_\_\_  
MAS \_\_\_\_\_  
OPC \_\_\_\_\_  
RTR \_\_\_\_\_  
SEC \_\_\_\_\_  
WAW \_\_\_\_\_  
OTH \_\_\_\_\_

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FPSC-RECORDS/REPORTING

1 **Q. WHAT ARE INTERMEDIA'S CONTRACTUAL ARRANGEMENTS WITH**  
2 **BELLSOUTH IN RESPECT TO THIS COMPLAINT?**

3 **A.** On July 1, 1996, Intermedia executed an interconnection agreement with BellSouth  
4 pursuant to section 252 of the Act. As required by section 251(b)(5) of the Act,  
5 Intermedia and BellSouth reciprocally compensate each other for the transport and  
6 termination of traffic originated on the network of the other within the same local calling  
7 area according to terms and conditions set forth in the interconnection agreement. The  
8 interconnection agreement sets a composite local interconnection rate of \$0.01056 per  
9 MOU for DS-1 tandem switching. The provisions of the interconnection agreement  
10 controlling the treatment of local traffic are contained in Exhibit HBG-1.

11 **Q. DID BELLSOUTH PERFORM AS IT WAS REQUIRED TO UNDER THE**  
12 **RECIPROCAL COMPENSATION PROVISIONS OF THE**  
13 **INTERCONNECTION AGREEMENT?**

14 **A.** No. BellSouth soon began to completely withhold payments against Intermedia's  
15 invoices for local traffic compensation. BellSouth claimed that Intermedia was billing it  
16 for compensation for traffic terminated to internet service providers ("ISPs") and that  
17 such traffic is not eligible for reciprocal compensation under the interconnection  
18 agreement.

19 **Q. HOW WAS THAT DISPUTE RESOLVED?**

20 **A.** It became necessary for Intermedia to pursue a regulatory remedy. On April 6, 1998,  
21 Intermedia filed a complaint against BellSouth with this Commission, alleging that  
22 BellSouth was in breach of the interconnection agreement. On September 15, 1998, the  
23 Commission established BellSouth's liability in ruling that BellSouth was required under  
24 the interconnection agreement to pay reciprocal compensation to Intermedia for traffic  
25 originating from a BellSouth end user to ISPs on Intermedia's network in the same local  
26 calling area.<sup>1</sup> The Commission then denied BellSouth's motion to stay its Order pending  
27 appeal to the federal court.<sup>2</sup>

1 **Q. WHAT DID BELL SOUTH DO WHEN ITS MOTIONS TO STAY THE**  
2 **COMMISSION'S ORDER WERE DENIED?**

3 **A.** Recognizing its liability under the Commission's Order, which remained effective,  
4 BellSouth sent Intermedia a check on July 2, 1999, in the approximate amount of \$12.7  
5 million. The amount owed Intermedia at that time was, however, approximately \$37.7  
6 million. In discussions about this discrepancy, BellSouth revealed that it had determined  
7 that the rate to be applied to local traffic compensation was contained in an amendment to  
8 the interconnection agreement executed on June 3, 1998. This was surprising news to  
9 Intermedia, since nothing had occurred, including the amendment (which has become  
10 known as the "MTA Amendment") to supersede any of the provisions of the July 1, 1996,  
11 interconnection agreement controlling compensation for local traffic termination.

12 **Q. WHAT IS THE "MTA AMENDMENT?"**

13 **A.** The MTA Amendment modifies Intermedia's interconnection agreement with BellSouth  
14 for the purpose of making available at Intermedia's election a network architecture called  
15 "multiple tandem access," or "MTA." This architecture is typically deployed in order to  
16 minimize the number of trunk groups needed to complete traffic in metropolitan areas. It  
17 also is useful to alleviate conditions of persistent traffic congestion. Mr. Thomas explains  
18 this fully in relation to Intermedia's Florida operations in his direct testimony in this  
19 proceeding.

20 **Q. YOU TESTIFY THAT THE MTA AMENDMENT MAKES MTA AVAILABLE**  
21 **TO INTERMEDIA UPON ITS ELECTION. WHAT IS YOUR BASIS FOR THIS?**

22 **A.** I refer to the MTA Amendment, which is contained in Exhibit HBG-2. I am not a lawyer,  
23 but, from a business standpoint, I can state what the amendment provides and why it does  
24 so. First, the amendment begins by providing in numbered paragraph 1 that upon  
25 Intermedia's request, BellSouth will provide MTA.

26 The Parties agree that BellSouth will, upon request,  
27 provide, and [Intermedia] will accept and pay for, Multiple  
28 Tandem Access, otherwise referred to as Single Point of  
29 Interconnection, as defined in 2, following.

1 In numbered paragraph 2, the amendment follows with a definition of  
2 MTA.

3 This arrangement provides for ordering interconnection to a  
4 single access tandem, or, at a minimum, less than all access  
5 tandems within the LATA for [Intermedia]'s terminating  
6 local and intraLATA toll traffic and BellSouth's  
7 terminating local and intraLATA toll traffic along with  
8 transit traffic to and from ALECs, Interexchange Carriers,  
9 Independent companies and Wireless Carriers. This  
10 arrangement can be ordered in one way trunks and/or two  
11 way trunks or Super Group. One restriction to this  
12 arrangement is that all of [Intermedia]'s NXXs must be  
13 associated with these access tandems; otherwise,  
14 [Intermedia] must interconnect to each tandem where an  
15 NXX is homed for transit traffic switched to and from an  
16 Interexchange Carrier.

17  
18 Next, in numbered paragraph 3, the amendment provides that when MTA is elected and  
19 provisioned that the elemental rates in Attachment A will be used to bill local traffic.

20 The parties agree to bill Local traffic at the elemental rates  
21 specified in Attachment A.

22  
23 Fourth, in numbered paragraph 4, the amendment provides that, when MTA is elected  
24 and provisioned, local traffic compensation will be reciprocal based on Attachment A.

25 The amendment will result in reciprocal compensation  
26 being paid between the Parties based on the elemental rates  
27 specified in Attachment A.

28  
29 Fifth, the amendment provides in numbered paragraph 5 that, otherwise, the provisions of  
30 the agreement remain in full force and effect, including, by fair inference, the provisions  
31 controlling local traffic compensation absent the election and provisioning of MTA.

32 The Parties agree that all of the other provisions of the  
33 Interconnection Agreement, dated July 1, 1996, shall  
34 remain in full force and effect.

35  
36 Finally, the rates in Attachment A are introduced by prefatory language designating them  
37 as rates to be applied where MTA is used (pursuant to the foregoing provisions) for  
38 terminating local traffic.

1 Multiple Tandem Access shall be available according to the  
2 following rates for local usage.  
3

4 Intermedia's business plan incorporates this construction of the amendment.

5 **Q. WHAT DOES INTERMEDIA UNDERSTAND BELLSOUTH'S VIEW OF THE**  
6 **AMENDMENT TO BE?**

7 **A.** Based, among other things, on BellSouth's explanation of the payment it made on July 2,  
8 1999,<sup>3</sup> testimony filed in another proceeding before this Commission<sup>4</sup>, and BellSouth's  
9 discovery requests in this proceeding,<sup>5</sup> BellSouth apparently views the amendment as  
10 having two effects. The first effect is to make MTA available under certain terms and  
11 conditions. This, of course, is consistent with Intermedia's position. The second effect is  
12 to adopt as region-wide rates for reciprocal compensation the rates the Commission  
13 approved in Order No. PSC-96-1579-FOF-TP. According to BellSouth, these now  
14 region-wide rates are established by the amendment, independent of the deployment of  
15 MTA. This is an illogical and unsustainable view, one with which Intermedia takes  
16 strong exception, and one that must be repudiated by the Commission.

17 **Q. WHAT IS WRONG WITH THE WAY BELLSOUTH APPARENTLY VIEWS**  
18 **THE EFFECT OF THE MTA AMENDMENT?**

19 **A.** In the first place, in Order No. PSC-96-1579-FOF-TP ("AT&T Order"), the  
20 Commission set forth its rulings in the arbitration proceedings of AT&T and MCIMetro  
21 against BellSouth.<sup>6</sup> Those rulings without question had the limited effect of resolving the  
22 issues in dispute in AT&T's and MCIMetro's negotiations of their interconnection  
23 agreements with BellSouth. The rulings are in no way generic, as BellSouth now appears  
24 to suggest. The Commission has long maintained a policy of limiting arbitration  
25 proceedings to the negotiating parties.<sup>7</sup> There is nothing to vindicate importing any  
26 provisions of the AT&T Order, on a wholesale or a piece part basis, to the Intermedia and  
27 BellSouth interconnection agreement. The Commission has taken no action that would  
28 permit that step. The parties themselves have taken no action that would permit that step.

1           While it is true that, in the AT&T Order, the Commission established rates for  
2 tandem switching and end office termination,<sup>8</sup> it established rates for a great number of  
3 other elements and resolved a great number of other issues. BellSouth gives no reason  
4 why it makes sense to import local switching and transport rates, but only those rates,  
5 from the AT&T Order to the Intermedia and BellSouth agreement. The question arises  
6 then, if the rates in the MTA Amendment are to be considered independent of MTA  
7 deployment, as appears to be BellSouth's position, what has happened to require that the  
8 rates for tandem switching and end office termination established in the July 1, 1996,  
9 agreement, and only those rates, be displaced? The answer is that nothing has happened  
10 to require or permit this--except the appearance of BellSouth's illogical construction of  
11 the amendment. This is simply another instance of BellSouth behavior that upsets and  
12 frustrates competition.

13 **Q. IS THERE ANYTHING ELSE WRONG WITH BELLSOUTH'S VIEW OF THE**  
14 **MTA AMENDMENT?**

15 **A.**           Yes, there is. BellSouth would have the Commission believe that the effect of the  
16 amendment was to immediately and unconditionally throughout its entire nine-state  
17 region reduce by approximately three times the rates applicable to reciprocal  
18 compensation, and in Florida, to do so on the basis of the AT&T Order. According to  
19 BellSouth, this dramatic and region-wide reduction has nothing to do with the network  
20 architecture used in terminating the traffic. Rather, BellSouth claims, it is a recasting  
21 simply of the rate structure to be used going forward as the compensation mechanism for  
22 terminating local traffic for reciprocal compensation. If this were the purpose of the  
23 amendment, surely BellSouth would have been expected to announce it in a way  
24 consistent with its importance. In reality, having lost repeatedly on the issue of reciprocal  
25 compensation liability, BellSouth, by this contrivance, and quite transparently, is  
26 attempting damage control.

1           Similarly, if that had been Intermedia's purpose in executing the amendment, I  
2 can state without equivocation, and as one who is very experienced in negotiations with  
3 BellSouth, that very explicit language would have appeared in the amendment stating  
4 exactly that. I can emphasize that point still more by again noting that Intermedia would  
5 have been agreeing to end office termination and switching rates in Florida one-third,  
6 more or less, of the composite rate agreed to in the July 1, 1996, agreement for apparently  
7 only the consideration of enabling the election of MTA--an election that Intermedia has  
8 yet to make in Florida. That, of course, is absurd. In addition, state commissions in other  
9 BellSouth jurisdictions have made rulings comparable to the rulings in the Florida  
10 Commission's AT&T Order, making it all the more imperative to have included specific  
11 language in the amendment expressing an intent to import the rulings of the several state  
12 commissions. There is no language even remotely having that effect in the amendment.  
13 Intermedia engaged in no detailed discussions with BellSouth leading to the execution of  
14 the amendment. Given BellSouth's view of the amendment, it is not possible to make a  
15 rational case that evidence of a bargained for and proportional consideration appears in  
16 any way in the language of the agreement.

17           Therefore, not only is BellSouth's view internally inconsistent (some but not all  
18 of the AT&T Order must be imported), but it is externally inconsistent as well because  
19 there is nothing in the amendment that supports importing state commission rulings  
20 subsequent to the July 1, 1996, agreement into the amendment nor is there even a  
21 demarcation of some kind (as one might expect to find) to indicate where the amendment  
22 might be no longer speaking of the first effect and beginning to speak of the second  
23 effect.

24 **Q.   WHY DO NOT NUMBERED PARAGRAPHS 3 AND 4 OF THE AMENDMENT**  
25 **SUPPORT BELLSOUTH'S VIEW?**

1 A. The answer is simple. Purely apart from the circumstances that gave rise to the  
2 amendment, it is true, I suppose, that if those paragraphs were interpreted in isolation,  
3 they arguably would support BellSouth's view that the amendment requires the  
4 Attachment A rates to be applied region-wide upon execution, without any other linkage.  
5 But these paragraphs are not isolated, or isolatable. They appear in a continuum requiring  
6 that they be construed in context. It is just that in-context construction that I have  
7 explained above.

8 **Q. HAS INTERMEDIA REQUESTED MTA IN FLORIDA?**

9 A. No. Intermedia has never requested that BellSouth deploy MTA in Florida. Mr.  
10 Thomas's testimony is quite useful to an understanding of the Intermedia and BellSouth  
11 network architectures in place in Jacksonville, Orlando and Miami.

12 **Q. TO WHAT CONCLUSION DOES THE FOREGOING TESTIMONY LEAD**  
13 **YOU?**

14 A. BellSouth is bound to compensate Intermedia for terminating local traffic according to  
15 the terms and conditions of the July 1, 1996 interconnection agreement as construed by  
16 this Commission in Docket No. 980945-TP. The MTA Amendment is conditional. It is  
17 not operative currently because Intermedia has not requested that BellSouth deploy MTA  
18 in Florida, which is necessary to establish a linkage to the rates in the amendment. In  
19 lawyer's language, the "condition precedent" has not occurred that would introduce the  
20 rates in Attachment A as the compensation mechanism for the exchange of local traffic in  
21 Florida. As a consequence, BellSouth is in breach of the interconnection agreement, and  
22 the Commission should so find.

23 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

24 A. Yes, it does.

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<sup>1</sup> Order No. PSC-98-1216-FOF-TP, issued in consolidated dockets, 980495-TP, 971478-TP, 980184-TP, and 980499-TP, also resolving similar complaints of WorldCom, Teleport, and MCImetro against BellSouth in the same way.

<sup>2</sup>On June 1, 1999, the federal court denied BellSouth's motion to that court to stay the Commission's order, finding that BellSouth could not satisfy the test for injunctive relief.

<sup>3</sup>Nancy B. White letter to Scott Sapperstein, August 27, 1999. Exhibit HBG-3.

<sup>4</sup>Docket No. 990874-TP. J. Hendrix Rebuttal Testimony, excerpt. Exhibit HBG-4.

<sup>5</sup>Excerpts. Exhibit HBG-5.



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<sup>6</sup>Consolidated Docket Nos. 960833-TP and 960846-TP.

<sup>7</sup>As recently as the Global NAPs enforcement proceeding against BellSouth, Docket No. 991267-TP, the Commission reaffirmed this policy. See Order No. PSC-99-2526-PCO-TP, December 23, 1999.

<sup>8</sup>The Commission-established rates in the AT&T Order are \$0.00125 per MOU for tandem switching and \$0.002 per MOU for end office termination (Order at 68); yet, the rates for those functions that appear in Attachment A are \$0.00029 per MOU and \$0.0175 per MOU, respectively.

<sup>8</sup> Order No. PSC-98-1216-FOF-TP, issued in consolidated dockets, 980495-TP, 971478-TP, 980184-TP, and 980499-TP, also resolving similar complaints of WorldCom, Teleport, and MCImetro against BellSouth in the same way.

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<sup>8</sup>Excerpts. Exhibit HBG-5.

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<sup>8</sup>As recently as the Global NAPs enforcement proceeding against BellSouth, Docket No. 991267-TP, the Commission reaffirmed this policy. See Order No. PSC-99-2526-PCO-TP, December 23, 1999.

<sup>8</sup>The Commission-established rates in the AT&T Order are \$0.00125 per MOU for tandem switching and \$0.002 per MOU for end office termination (Order at 68); yet, the rates for those functions that appear in Attachment A are \$0.00029 per MOU and \$0.0175 per MOU, respectively.

Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

## **II. Purpose**

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and to replace any and all other prior agreements, both written and oral, including, without limitation, that certain Stipulation and Agreement dated December 7, 1995, applicable to the state of Florida concerning the terms and conditions of interconnection. The access and interconnection obligations contained herein enable ICI to provide competing telephone exchange service and private line service within the nine state region of BellSouth.

## **III. Term of the Agreement**

**A.** The term of this Agreement shall be two years, beginning July 1, 1996.

**B.** The parties agree that by no later than July 1, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning July 1, 1998.

**C.** If, within 135 days of commencing the negotiation referred to in Section II (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the commissions to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the commissions to issue its order regarding the appropriate local interconnection arrangements no later than March 11 1997. The parties further agree that in the event the Commission does not issue its order prior to July 1, 1998 or if the parties continue beyond July 1, 1998 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to July 1, 1998. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

## **IV. Local Interconnection**

**A.** The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's EAS routes shall be considered as local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic

Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to be billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date may be assessed, if interconnection charges are not paid, within thirty (30) days of the due date of the quarterly bill.

C. The first six month period after the execution of this Agreement is a testing period in which the parties agree to exchange data and render billing. However, no compensation during this period will be exchanged. If, during the second six month period, the monthly net amount to be billed prior to the cap being applied pursuant to subsection (D) of this section is less than \$40,000.00 on a state by state basis, the parties agree that no payment is due. This cap shall be reduced for each of the subsequent six month periods as follows: 2nd period--\$40,000.00; 3rd period--\$30,000.00; and 4th period--\$20,000.00. The cap shall be \$0.00 for any period after the expiration of this Agreement but prior to the execution of a new agreement.

D. The parties agree that neither party shall be required to compensate the other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month on a statewide basis. This cap shall apply to the total billed local interconnection minutes of use measured by the local switching element calculated for each party and any affiliate of the party providing local exchange telecommunications services under the party's certificate of necessity issued by the Commission. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. The calculations, including examples of the calculation of the cap between the parties will be pursuant to the procedures set out in Attachment A, incorporated herein by this reference. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

E. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7)

Attachment B-1

Local Interconnection Service

Service: Local Interconnection\*

Description: Provides for the use of BellSouth Switching and transport facilities and common subscriber plant for connecting calls between an ALEC's Point of Interface (POI) and a BellSouth end user.

It can also be used to connect calls between an ALEC and an Interexchange Carrier (IC), and Independent Exchange Telephone Company (ICO), or a Mobile Service Service Provider (MSP), or between two ALECs.

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) Intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges will be applied as indicated below.

7

RATE ELEMENTS	Alabama						Florida					
	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	--	--	\$133.81	LC	\$866.97	LC - First	--	--	\$133.81	LC	\$866.97	LC - First
DS1 Dedicated Transport	--	--	\$23.50 per mile	--	\$486.83	LC - Add'l	--	--	\$16.75 per mile	--	\$486.83	LC - Add'l
			\$90.00 fac. term.		\$100.49 fac. term.			\$59.75 fac. term.			\$100.49 fac. term.	
DS1 Common Transport	\$0.00004 per mile		--	--	--	--	\$0.00004 per mile		--	--	--	--
	\$0.00036 fac. term.		--	--	--	--	\$0.00036 fac. term.		--	--	--	--
Local Switching LS2 (FGD)	\$0.00755 access mou		--	--	--	--	\$0.00876 access mou		--	--	--	--
Tandem Switching	\$0.00074 access mou		--	--	--	--	\$0.00050 access mou		--	--	--	--
Information Surcharge	\$0.03218 100 mou		--	--	--	--	--		--	--	--	--
Tandem Intermediary Charge**	\$0.002 access mou		--	--	--	--	\$0.002 access mou		--	--	--	--
Composite Rate-DS1 Dedicated	\$0.00978						\$0.01028					
Composite Rate-DS1 Tandem Sw.	\$0.00991						\$0.01056					

RATE ELEMENTS	Georgia						Kentucky					
	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per	Per MOU	Applied Per	Monthly Recur.	Applied Per	Non-Recur.	Applied Per
DS1 Local Channel	--	--	\$133.81	LC	\$866.97	LC - First	--	--	\$133.81	LC	\$866.97	LC - First
DS1 Dedicated Transport	--	--	\$23.50 per mile	--	\$486.83	LC - Add'l	--	--	\$23.50 per mile	--	\$486.83	LC - Add'l
			\$90.00 fac. term.		\$100.49 fac. term.			\$90.00 fac. term.			\$100.49 fac. term.	
DS1 Common Transport	\$0.00004 per mile		--	--	--	--	\$0.00004 per mile		--	--	--	--
	\$0.00036 fac. term.		--	--	--	--	\$0.00036 fac. term.		--	--	--	--
Local Switching LS2 (FGD)	\$0.00787 access mou		--	--	--	--	\$0.00755 access mou		--	--	--	--
Tandem Switching	\$0.00074 access mou		--	--	--	--	\$0.00074 access mou		--	--	--	--
Information Surcharge	--		--	--	--	--	\$0.03218 Perm/100 mou		--	--	--	--
Tandem Intermediary Charge**	\$0.002 access mou		--	--	--	--	\$0.01448 Trans/100 mou		--	--	--	--
			--	--	--	--	\$0.002 access mou		--	--	--	--
Composite Rate-DS1 Dedicated	\$0.00978						\$0.00978					
Composite Rate-DS1 Tandem Sw.	\$0.00991						\$0.00991					

\*Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E8 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariff

\*\*The Tandem Intermediary Charge applies only to Intermediary Traffic.

-DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated.

-DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users and office or from the ALEC's serving wire center to the tandem.

-Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

-Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

-Compensation Credit (CAP): BellSouth and the ALECs will not be required to compensate each other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month.

ORDER NO. PSC-98-1347-FOF-TP

ATTACHMENT A

DOCKET NO. 980879-TP  
PAGE 4

AMENDMENT  
TO  
MASTER INTERCONNECTION AGREEMENT BETWEEN  
INTERMEDIA COMMUNICATIONS, INC. and  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED JULY 1, 1996

Pursuant to this Agreement (the "Amendment"), Intermedia Communications, Inc. ("ICI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties effective July 1, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ICI and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide, and ICI will accept and pay for, Multiple Tandem Access, otherwise referred to as Single Point of Interconnection, as defined in 2. following:
2. This arrangement provides for ordering interconnection to a single access tandem, or, at a minimum, less than all access tandems within the LATA for ICI's terminating local and intraLATA toll traffic and BellSouth's terminating local and intraLATA toll traffic along with transit traffic to and from other ALECs, Interexchange Carriers, Independent Companies and Wireless Carriers. This arrangement can be ordered in one way trunks and/or two way trunks or Super Group. One restriction to this arrangement is that all of ICI's NXXs must be associated with these access tandems; otherwise, ICI must interconnect to each tandem where an NXX is "homed" for transit traffic switched to and from an Interexchange Carrier.
3. The Parties agree to bill Local traffic at the elemental rates specified in Attachment A.
4. This amendment will result in reciprocal compensation being paid between the Parties based on the elemental rates specified in Attachment A.
5. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect.
6. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

ORDER NO. PSC-98-1347-FOF-TP  
DOCKET NO. 980879-TP  
PAGE 5

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Intermedia Communications, Inc.

James A. Leigs  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

BellSouth Telecommunications, Inc.

Jerry D. Hendrix  
Signature

Jerry D. Hendrix  
Name

Director-Interconnection Services  
Title

6/3/98  
Date

ORDER NO. PSC-98-1347-FOF-TP  
 DOCKET NO. 980879-TP  
 PAGE 6

ATTACHMENT A

Multiple Tandem Access shall be available according to the following rates for local usage:

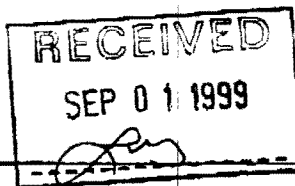
- Each Party's local usage will be determined by the application of its reported Percent Local Usage ("PLU") to its intrastate terminating minutes of use as set forth in Paragraph 1.D. in ICI's February 24, 1997. Amendment to its Interconnection Agreement.
- The Parties agree to bill Local traffic at the elemental rates specified below:

ELEMENT	AL	FL	GA	KY	LA
<b>Local Switching</b>					
End Office Switching, per MOU	\$0.0017	\$0.0175	\$0.0016333	\$0.002562	\$0.0021
End Office Switching, add'l MOU <sup>(1)</sup>	NA	\$0.005	NA	NA	NA
End Office Interoffice Trunk Port - Shared, MOU	NA	NA	NA	NA	\$0.0002
Tandem Switching, per MOU	\$0.0015	\$0.00029	\$0.0006757	\$0.001096	\$0.0008
Tandem Interoffice Trunk Port - Shared	NA	NA	NA	NA	\$0.0003
Tandem Intermediary Charge, per MOU <sup>(2)</sup>	\$0.0015	NA	NA	\$0.001096	NA
<b>Local Transport</b>					
Shared, per mile, per MOU	\$0.00004	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083
Facility Termination, per MOU	\$0.00036	\$0.0005	\$0.0004152	\$0.000426	\$0.00047

ELEMENT	MS	NC	SC	TN
<b>Local Switching</b>				
End Office Switching, per MOU	\$0.00221	\$0.0040	\$0.00221	\$0.0019
End Office Switching, add'l MOU <sup>(1)</sup>	NA	NA	NA	NA
End Office Interoffice Trunk Port - Shared, MOU	NA	NA	NA	NA
Tandem Switching, per MOU	\$0.003172	\$0.0015	\$0.003172	\$0.000676
Tandem Interoffice Trunk Port - Shared	NA	NA	NA	NA
Tandem Intermediary Charge, per MOU <sup>(2)</sup>	NA	NA	NA	NA
<b>Local Transport</b>				
Shared, per mile, per MOU	\$0.000012	\$0.000004	\$0.000012	\$0.000004
Facility Termination, per MOU	\$0.00036	\$0.00036	\$0.00036	\$0.00036

(1) This rate element is for use in those states with a different rate for additional minutes of use.

(2) This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.



**NANCY B. WHITE**  
General Counsel-Florida

BellSouth Telecommunications, Inc.  
150 West Flagler Street  
Suite 1910  
Miami, FL 33130  
(305) 347-5558

August 27, 1999

Scott Sapperstein, Esq.  
Senior Policy Counsel  
Intermedia Communications, Inc.  
3625 Queen Palm Drive  
Tampa, FL 33619

Dear Mr. Sapperstein:

I am writing in response to Ms. Heather Burnett Gold's letter dated July 26, 1999, regarding the Florida Public Service Commission's Order No. PSC-98-1216-FIF-TP. Per her request, I am addressing this and all future correspondence regarding this matter to you.

According to Ms. Gold's letter and the attached spreadsheets, BellSouth owes Intermedia a total of \$31,513,950.55 for reciprocal compensation payments through the end of June 1999. Based on the information contained in the spreadsheets, Intermedia is using an outdated rate of \$0.01056 to compute reciprocal compensation payments.

The intent of the June 3, 1998 Amendment to the Interconnection Agreement between Intermedia and BellSouth, which was signed by both parties, was to establish elemental rates for local traffic. The Amendment specifically states in paragraph 3 that "The Parties agree to bill Local traffic at the elemental rates specified in Attachment A." [Emphasis added] Additionally, paragraph 4 provides for "...reciprocal compensation being paid between the Parties based on the elemental rates specified in Attachment A."

I am attaching the June 3<sup>rd</sup> Amendment, which details the elemental rates for Local traffic. The approved rates for End Office Switching and Tandem Switching/Transport are \$0.002000 and \$0.00125, respectively.



The correctly compute the reciprocal compensation amount owed by BellSouth, please adjust your reciprocal compensation calculations to reflect the appropriate rates as outlined in the June 3, 1998 Amendment.

Sincerely,



Nancy B. White

**Attachments**

cc: Mary Jo Peed, Esq. (w/attachments)  
Jerry Hendrix, Sr. Dir.-Interconnection Svcs. (w/attachments)  
Patrick Finlen, Mgr.-Interconnection Svcs. (w/attachments)

175175

AMENDMENT  
TO  
MASTER INTERCONNECTION AGREEMENT BETWEEN  
INTERMEDIA COMMUNICATIONS, INC. and  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED JULY 1, 1996

Pursuant to this Agreement (the "Amendment"), Intermedia Communications, Inc. ("ICI") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties effective July 1, 1996 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ICI and BellSouth hereby covenant and agree as follows:

1. The Parties agree that BellSouth will, upon request, provide, and ICI will accept and pay for, Multiple Tandem Access, otherwise referred to as Single Point of Interconnection, as defined in 2. following:
2. This arrangement provides for ordering interconnection to a single access tandem, or, at a minimum, less than all access tandems within the LATA for ICI's terminating local and intraLATA toll traffic and BellSouth's terminating local and intraLATA toll traffic along with transit traffic to and from other ALECs, Interexchange Carriers, Independent Companies and Wireless Carriers. This arrangement can be ordered in one way trunks and/or two way trunks or Super Group. One restriction to this arrangement is that all of ICI's NXXs must be associated with these access tandems; otherwise, ICI must interconnect to each tandem where an NXX is "homed" for transit traffic switched to and from an Interexchange Carrier.
3. The Parties agree to bill Local traffic at the elemental rates specified in Attachment A.
4. This amendment will result in reciprocal compensation being paid between the Parties based on the elemental rates specified in Attachment A.
5. The Parties agree that all of the other provisions of the Interconnection Agreement, dated July 1, 1996, shall remain in full force and effect.
6. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Intermedia Communications, Inc.

BellSouth Telecommunications, Inc.

James F. Berger  
Signature

Jerry D. Hendrix  
Signature

James F. Berger  
Name  
SENIOR VICE PRESIDENT  
SALES AND MARKETING  
Title

Jerry D. Hendrix  
Name  
Director-Interconnection Services  
Title

6/3/98  
Date

6/3/98  
Date

## ATTACHMENT A

Multiple Tandem Access shall be available according to the following rates for local usage:

- Each Party's local usage will be determined by the application of its reported Percent Local Usage ("PLU") to its intrastate terminating minutes of use as set forth in Paragraph 1.D. in ICI's February 24, 1997, Amendment to its Interconnection Agreement.
- The Parties agree to bill Local traffic at the elemental rates specified below:

ELEMENT	AL	FL	GA	KY	LA
<b>Local Switching</b>					
End Office Switching, per MOU	\$0.0017	\$0.0175	\$0.0016333	\$0.002562	\$0.0021
End Office Switching, add'l MOU <sup>(1)</sup>	NA	\$0.005	NA	NA	NA
End Office Interoffice Trunk Port - Shared, MOU	NA	NA	NA	NA	\$0.0002
Tandem Switching, per MOU	\$0.0015	\$0.00029	\$0.0006757	\$0.001096	\$0.0008
Tandem Interoffice Trunk Port - Shared	NA	NA	NA	NA	\$0.0003
Tandem Intermediary Charge, per MOU <sup>(2)</sup>	\$0.0015	NA	NA	\$0.001096	NA
<b>Local Transport</b>					
Shared, per mile, per MOU	\$0.00004	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083
Facility Termination, per MOU	\$0.00036	\$0.0005	\$0.0004152	\$0.000426	\$0.00047

ELEMENT	MS	NC	SC	TN
<b>Local Switching</b>				
End Office Switching, per MOU	\$0.00221	\$0.0040	\$0.00221	\$0.0019
End Office Switching, add'l MOU <sup>(1)</sup>	NA	NA	NA	NA
End Office Interoffice Trunk Port - Shared, MOU	NA	NA	NA	NA
Tandem Switching, per MOU	\$0.003172	\$0.0015	\$0.003172	\$0.000676
Tandem Interoffice Trunk Port - Shared	NA	NA	NA	NA
Tandem Intermediary Charge, per MOU <sup>(2)</sup>	NA	NA	NA	NA
<b>Local Transport</b>				
Shared, per mile, per MOU	\$0.000012	\$0.00004	\$0.000012	\$0.00004
Facility Termination, per MOU	\$0.00036	\$0.00036	\$0.00036	\$0.00036

(1) This rate element is for use in those states with a different rate for additional minutes of use.

(2) This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.

1                                    BILLSOUTH TELECOMMUNICATIONS, INC.  
2                                    REBUTTAL TESTIMONY OF JERRY HENDRIX  
3                                    BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
4                                    DOCKET NO. 990874-TP  
5                                    FEBRUARY 18, 2000  
6  
7 Q.    PLEASE STATE YOUR NAME AND COMPANY NAME AND  
8        ADDRESS.  
9  
10 A.    My name is Jerry Hendrix. I am employed by BellSouth  
11        Telecommunications, Inc. as Senior Director - Interconnection Services  
12        Revenue Management, Network and Carrier Services. My business  
13        address is 675 West Peachtree Street, Atlanta, Georgia 30375.  
14  
15 Q.    ARE YOU THE SAME JERRY HENDRIX WHO FILED DIRECT  
16        TESTIMONY IN THIS PROCEEDING?  
17  
18 A.    Yes.  
19  
20 Q.    WHAT IS THE PURPOSE OF YOUR TESTIMONY?  
21  
22 A.    The purpose of my testimony is to rebut several assertions in the  
23        testimony of US LEC's witness Gary D. Grefrath.  
24  
25

1 such an exception specifically to exclude ISP-bound traffic from the  
2 definition of local traffic. US LEC was able to avoid BellSouth's  
3 proposal by opting into an existing interconnection agreement. While  
4 US LEC has the legal right to opt into existing agreements, BellSouth  
5 tried in its negotiations with US LEC to do precisely what this  
6 Commission held BellSouth should have done to avoid paying  
7 Intermedia reciprocal compensation for ISP-bound traffic – exclude  
8 such traffic from the definition of local traffic.

9  
10 Q. IS THIS DISPUTE LIMITED TO WHETHER OR NOT RECIPROCAL  
11 COMPENSATION APPLIES TO ISP-BOUND TRAFFIC?

12  
13 A. No. Mr. Grefrath erroneously attributes the differences between what  
14 US LEC has invoiced for reciprocal compensation and what BellSouth  
15 has paid to the parties' disagreement as to the applicability of  
16 reciprocal compensation to ISP-bound traffic. The fact of the matter is  
17 that in addition to ISP-bound traffic dispute, the parties disagree about  
18 the appropriate rates for reciprocal compensation for local traffic. US  
19 LEC has not billed BellSouth the correct reciprocal compensation rate  
20 since June of 1999. Mr. Grefrath's testimony makes it seem as if  
21 BellSouth is randomly refusing to pay US LEC for legitimate local  
22 traffic, which is not the case. BellSouth has paid and will continue to  
23 pay US LEC for the minutes of use attributable to local traffic as  
24 defined in the parties' interconnection agreements at the appropriate  
25 rates set forth in those agreements.

1

2 Q. PLEASE DESCRIBE THE DISPUTE YOU MENTIONED  
3 CONCERNING THE APPROPRIATE RATE FOR RECIPROCAL  
4 COMPENSATION FROM JUNE 1999 TO THE PRESENT.

5

6 A. This rate dispute arose out of the proper interpretation of the parties'  
7 third interconnection agreement, which was entered into by US LEC  
8 and BellSouth effective June 22, 1999. As Mr. Grefrath correctly notes  
9 on page 4 of his testimony, US LEC adopted an existing agreement  
10 between BellSouth and Intermedia, which included a June 3, 1998  
11 amendment.

12

13 Q. WHAT WAS THE PURPOSE OF THE JUNE 3, 1998, AMENDMENT?

14

15 A. The purpose of the June 3, 1998, amendment was twofold. First, it  
16 allowed Intermedia (as well as US LEC) to request Multiple Tandem  
17 Access ("MTA"), which allows an ALEC to interconnect at a single  
18 access tandem, or, at a minimum, less than all access tandems within  
19 the LATA for certain terminating and transit traffic. Second, the  
20 amendment was designed to incorporate the commission-approved  
21 reciprocal compensation rates into the parties' interconnection  
22 agreement, which the parties agreed to charge and to pay for the  
23 transport and termination of local traffic. For example, in Florida, the  
24 commission-approved reciprocal compensation rate was the \$0.002 per

25

1 minute of use, with an additional charge for tandem switching, if  
2 appropriate.

3

4 Q. DOES THE JUNE 3, 1998, AMENDMENT CONTAIN A MISTAKE ?

5

6 A. Yes. Shortly after executing the June 3, 1998 Amendment with  
7 Intermedia, BellSouth realized that the reciprocal compensation rate for  
8 Florida (as well as two other states) had been entered incorrectly. For  
9 example, the Florida reciprocal compensation rate had erroneously  
10 been entered as \$.0175 for the first minute of use for end office  
11 switching, and \$.005 for each additional minute of use for end office  
12 switching. The correct reciprocal compensation rate is the end office  
13 switching rate of \$.002, as ordered by this Commission. When US  
14 LEC sought to adopt the Intermedia agreement, BellSouth notified US  
15 LEC of this mistake. US LEC acknowledged this and stated that they  
16 would amend the agreement once Intermedia amended its agreement  
17 (see letter attached as Exhibit JDH-1). Intermedia has to date refused  
18 to amend its agreement, and this issue is currently pending before this  
19 Commission in Docket No. 991534-TP.

20

21 Q. HAS US LEC INVOICED BELL SOUTH THE RECIPROCAL  
22 COMPENSATION RATES SET FORTH IN THE JUNE 3, 1998,  
23 AMENDMENT?

24

25



- 1 A. No. Rather than billing BellSouth the commission-approved reciprocal  
2 compensation rates, US LEC has been billing BellSouth for reciprocal  
3 compensation at the old tandem-switched composite rate of \$0.01056  
4 per minute of use. Apparently, US LEC believes that the June 3, 1998,  
5 amendment only governs reciprocal compensation under an MTA  
6 arrangement, which is not the case.  
7
- 8 Q. WERE THE RECIPROCAL COMPENSATION RATES SET FORTH IN  
9 THE JUNE 3, 1998, AMENDMENT INTENDED TO BE LIMITED TO  
10 CIRCUMSTANCES WHEN US LEC ELECTS MTA  
11 INTERCONNECTION?  
12
- 13 A. No. Paragraph 3 of the amendment states as follows: " The Parties  
14 agree to bill Local Traffic at the elemental rates specified in Attachment  
15 A." Likewise,  
16 Paragraph 4 of the amendment states as follows: "This amendment will  
17 result in reciprocal compensation being paid between the Parties based  
18 on the elemental rates specified in Attachment A." Attachment A  
19 contains or should contain commission-approved reciprocal  
20 compensation rates, and makes no reference to a composite rate of  
21 \$0.01056 per minute of use, which is the rate US LEC has been  
22 erroneously billing BellSouth. Nothing in the June 3, 1998,  
23 amendment indicates that the elemental reciprocal compensation rates  
24 set forth in Attachment A are solely limited to circumstances when US  
25

1           LEC elects MTA interconnection. Indeed, the plain language of the  
2           amendment indicates otherwise.

3

4 Q.       DOES THIS CONCLUDE YOUR TESTIMONY?

5

6 A.       Yes, it does. Thank you.

7

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**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

In re: )  
)  
Request for Arbitration Concerning Complaint of ) Docket No. 991534-TP  
Intermedia Communications, Inc. against BellSouth )  
Telecommunications, Inc. for breach of terms of )  
Interconnection Agreement under Sections 251 and )  
252 of the Telecommunications Act of 1996, and ) Filed: March 6, 2000  
Request for relief. )  
\_\_\_\_\_ )

**BELLSOUTH TELECOMMUNICATIONS, INC.'S FIRST SET OF  
INTERROGATORIES TO INTERMEDIA COMMUNICATIONS, INC.**

BellSouth Telecommunications, Inc. ("BellSouth") hereby requests Intermedia Communications, Inc. ("Intermedia") to furnish answers to the following Interrogatories by April 6, 2000.

**INSTRUCTIONS**

- (a) If any response required by way of answer to these Interrogatories is considered to contain confidential or protected information, please furnish this information subject to a protective agreement.
- (b) If any response required by way of answer to these Interrogatories is withheld under a claim of privilege, please identify the privilege asserted and describe the basis for such assertion.
- (c) These Interrogatories are to be answered with reference to all information in your possession, custody or control or reasonably available to you.
- (d) If any Interrogatory cannot be responded to in full, answer to the extent possible and specify the reason for your inability to respond fully. If you object to any part of an

10. Were there any internal meetings (including telephonic meetings) within Intermedia concerning the June 3, 1998 Amendment to the Interconnection Agreement, *prior* to the execution of the June 3, 1998 Amendment to the Interconnection Agreement. If so:

- (A) Identify all employees, representatives, or agents of Intermedia involved in said meetings.
- (B) Provide a synopsis of those meetings, including the date, time and place of said meetings.
- (C) Identify all documents relating to, used in, or resulting from, those meetings.

11. Were there any internal meetings (including telephonic meetings) within Intermedia concerning the June 3, 1998 Amendment to the Interconnection Agreement, *subsequent* to the execution of the June 3, 1998 Amendment to the Interconnection Agreement. If so:

- (A) Identify all employees, representatives, or agents of Intermedia involved in said meetings.
- (B) Provide a synopsis of those meetings, including the date, time and place of said meetings.
- (C) Identify all documents relating to, used in, or resulting from, those meetings.

12. In regard to Attachment A to the June 3, 1998 Amendment to the Interconnection Agreement, did Intermedia intend to include Florida Public Service Commission approved rates under the column labeled "FL"? If not, describe in detail how the rates under the "FL" column were developed.

13. Does Intermedia agree that, as of June 3, 1998, the Florida Public Service Commission had approved (Order No. PSC-96-1579-FOF-TP; Docket Nos. 960833-TP, 960846-TP, 960916-TP) a rate for End Office Switching, per Minute of Use (MOU) of \$0.002. If Intermedia does not agree:

- (A) What rate does Intermedia contend was the Florida Public Service Commission approved rate for End Office Switching, per Minute of Use (MOU) as of June 3, 1998?
- (B) What is the basis for Intermedia's contention as to the rate expressed in response to Interrogatory 13(A) above?

14. In regard to Attachment A to the June 3, 1998 Amendment to the Interconnection Agreement, does Intermedia agree that the rate for End Office Switching, per MOU under the "FL" column should be \$0.002 instead of \$0.0175? If Intermedia does not agree:

- (A) What rate does Intermedia contend that Attachment A should contain for End Office Switching, per MOU under the "FL" column?
- (B) What is the basis for Intermedia's contention as to the rate expressed in response to Interrogatory 14(A) above?

15. At the time the June 3, 1998 Amendment to the Interconnection Agreement was executed, did Intermedia consider ISP-bound traffic to be Local traffic for which reciprocal compensation was due under the terms of the July 1, 1996 Interconnection Agreement?

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

BELLSOUTH TELECOMMUNICATIONS, INC.

**CERTIFICATE OF SERVICE**  
**Docket No. 991534-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by hand delivery\* or by Federal Express overnight delivery\*\* this 17th day of March, 2000 upon the following:

Marlene Stern\*  
Staff Counsel  
Florida Public Service Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Nancy B. White  
Michael P. Goggin  
c/o Nancy H. Sims\*  
BellSouth Telecommunications, Inc.  
150 So. Monroe Street, Suite 400  
Tallahassee, FL 32301

R. Douglas Lackey\*\*  
Bennett L. Ross\*\*  
BellSouth Telecommunications, Inc.  
Suite 4300  
675 W. Peachtree St., NE  
Atlanta, GA 30375

  
Charles J. Pellegrini