

State of Florida



Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

DATE: May 5, 2000
TO: All Interested Parties
FROM: Diana W. Caldwell, Staff Counsel *DWC*
RE: Docket No. 991946-TP - Request for arbitration concerning complaint of ITC^DeltaCom Communications, Inc. against BellSouth Telecommunications Inc. for breach of interconnection terms, and request for immediate relief

An issue identification meeting in the above-referenced docket has been set for the following time and place:

Tuesday, May 9, 2000, 10:00 a.m.
Room 362
Gerald Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, Florida

The purpose of this meeting will be to identify and discuss the issues involved in this docket. Issues to be addressed will be those raised in the Complaint. We will also discuss procedural matters associated with this docket.

Parties are reminded that it is the responsibility of the parties themselves to present evidence sufficient to support their case. It is not the responsibility of Commission staff to build the record for the parties. As such, the parties should be advised that, to the extent that they do not present evidence sufficient to provide a basis for a Commission decision on an issue, Commission staff may recommend that the Commission dismiss that issue because the record is inadequate or insufficient.

Those persons not able to attend the meeting should dial the following number promptly at 10:00 a.m., on Tuesday, May 9, 2000, to participate by phone: Suncom - 291-6011; Non-Suncom (850) 921-6011.

For your information, attached are each parties list of proposed issues. If you have any questions about this meeting, please call me at (850) 413-6175 or Ann Marsh at (850) 413-6554.

DWC
c: Division of Records and Reporting
Division of Communications (Marsh)

DOCUMENT NUMBER-DATE

05699 MAY-88

FPSC-RECORDS/REPORTING

Proposed Issues List
Docket No. 991946-TP

ITC^DeltaCom's Proposed Issues:

1. Under the BellSouth and ITC^DeltaCom Interconnection Agreement, as amended, are the Parties required to compensate each other for delivery of traffic to Internet Service Providers (ISPs)? If so, what actions, if any, should be taken?
2. Is the prevailing Party entitled to attorney's fees under the Agreement?

BellSouth's Proposed Issues:

1. Under the provisions of their Interconnection Agreement, including all amendments thereto, did ITC^DeltaCom Communications, Inc. And BellSouth Telecommunications, Inc. mutually agree to pay reciprocal compensation for the delivery of traffic to Internet Service Providers?

Staff's Proposed Issues:

2. Staff supports the wording in ITC^DeltaCom's Issue 1 and Issue