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BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of Petition of BellSouth
Telecommunications, Inc. For a Section 252(b)
Arbitration of Interconnection Agreement with
Intermedia Communications Inc.

Docket No. 991854-TP

Filed: July 12, 2000

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INTERMEDIA COMMUNICATIONS INC.'S SECOND MOTION FOR
LEAVE TO SUBMIT SUPPLEMENTAL AUTHORITY

COMES NOW, Intermedia Communications Inc. ("Intermedia"), through counsel, and files this
Second Motion for Leave to Submit Supplemental Authority. In support thereof, Intermedia states as
follows:

1. Pursuant to the requirements of the Telecommunications Act of 1996, on or about July 1,
1996, Intermedia entered into a voluntarily negotiated interconnection agreement with BellSouth
Telecommunications, Inc. ("BellSouth"). The two-year interconnection agreement expired on July 1,
1998, but was subsequently extended by agreement between Intermedia and BellSouth (the "Parties") to
December 31, 1999.

2. On June 28, 1999, by letter, BellSouth requested the negotiation of a new interconnection
agreement, and proposed a starting point for negotiations between the Parties. The Parties agreed that
these negotiations would be deemed to have started on July 1, 1999. The Parties have agreed to operate
under the terms of the existing interconnection agreement until a new interconnection agreement is
approved.

3. On December 7, 1999, BellSouth filed several petitions for arbitration relating to its
interconnection negotiations with Intermedia in its nine-state territory, including Florida. Intermedia filed

its answer and new matter to BellSouth's petition for arbitration in Florida on January 3, 2000. Issue

identification and prehearing conference were subsequently held, and the Parties filed direct and rebuttal

testimony immediately thereafter. Limited discovery was permitted, and the hearing in this matter was

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held on April 10, 2000, before Commissioners E. Leon Jacobs, Jr. and Lila A. Jaber. Subsequent to the hearing, the Parties filed their post-hearing briefs.

4. Throughout this proceeding and in documents filed by Intermedia, Intermedia relied upon, and made citations to, state and federal decisions that it believes may have some bearing on several of the outstanding issues, including recent arbitration decisions in Florida, Georgia, North Carolina, and neighboring states. At Administrative Session, on July 5, 2000, following a hearing on May 9, 2000, the Georgia Public Service Commission (“GPSC”) considered and ruled on many of the same issues now pending before this Commission, under facts and circumstances substantially identical to those in this case. Arbitration Order, Docket No. 11644-U (unreleased). A copy of the staff recommendation, which was approved without discussion, is attached (Attachment A).

5. In the Arbitration Order, the GPSC made the following rulings:

- ***Treatment of Calls to Internet Service Providers (“ISPs”).*** The GPSC concluded that reciprocal compensation should apply to calls terminated to ISP customers. See Issue No. 2(a) in this proceeding.
- ***Reciprocal Compensation Rate.*** The GPSC ruled that Intermedia demonstrated that its switches perform tandem switching functions and serve a geographic area comparable to BellSouth’s serving area; therefore the tandem rate element for reciprocal compensation is applicable. See Issue No. 3 in this proceeding.
- ***Provision of Interoffice Transport.*** The GPSC ruled that BellSouth must provide access to interoffice transmission facilities in accordance with the Remand Order at interim rates subject to true-up. See Issue No. 22 in this proceeding.
- ***Definition of “Switched Access Traffic.”*** The GPSC rejected BellSouth’s definition of “switched access traffic,” which included IP telephony traffic,

deciding to defer ruling on whether IP telephony traffic is subject to access charges. See Issue No. 32 in this proceeding.

- ***Classification of Framed Packet Data Transported within a Virtual Circuit (“VC”) that Originate and Terminate within a Local Access Transport Area (“LATA”).*** The GPSC concluded that reciprocal compensation should be paid for the local portion of framed packet data transported within a VC that originates and terminates within a LATA. See Issue No. 37 in this proceeding.
- ***Definition of “Currently Combines” pursuant to Rule 51.315(b).*** Relying on the FCC’s First Report and Order (¶296), the GPSC ruled that “currently combines” means ordinarily combined within the BellSouth network, in the manner which they are typically combined; it rejected BellSouth’s “currently combined” interpretation. See Issue No. 12 in this proceeding.
- ***Access to Enhanced Extended Links (EELs) at UNE Rates.*** The GPSC ruled that BellSouth must make EELs available at UNE rates under the “ordinarily combined within the BellSouth network, in the manner which they are typically combined” standard. See Issue No. 13(a) in this proceeding.
- ***Special Access Services Conversion to EELs at UNE Rates.*** Relying on the FCC’s Supplemental Order to its Third Report and Order, the GPSC concluded that ALECs may use a loop and transport combination to provide special access service, if they self-certify that they are providing a significant amount of local exchange service over such combinations. See Issue No. 13(b) in this proceeding.
- ***Establishment of Local Calling Areas.*** The GPSC ruled that Intermedia may establish its local calling area and be allowed to assign NPA/NXXs accordingly,

provided it furnishes BellSouth and other carriers with information necessary to identify toll and local traffic. See Issue 26 in this proceeding.

- ***Charges for Frame Relay Switch Interconnection Trunks, NNI, DLCI, CIR, and Change Requests for PVC Segment or Service Order Record.*** The GPSC ruled that, if the conditions of Rule 51.319(c)(5) are met, BellSouth is required to provide packet switching capabilities to Intermedia on an unbundled basis and Intermedia shall pay access tariff charges subject to true up when UNE rates are set. See Issue 39 in this proceeding.

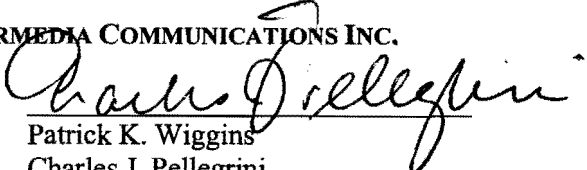
WHEREFORE, Intermedia Communications Inc. respectfully moves this Commission for leave to submit this information as supplementary authority for consideration in this proceeding.

Submitted this 12th day of July, 2000.

Respectfully submitted,

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ATTACHMENT A

DOCKET NO. 11644-U

ARBITRATION ISSUES

***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 the following:
Subissue 2(a): ISP traffic?***

BellSouth: Calls to ISPs are not local and accordingly should be excluded from the definition of local traffic

Intermedia: Reciprocal compensation should apply to calls originated by BellSouth and transported and terminated by Intermedia to its ISP customers, and vice versa.

Staff Recommendation: Consistent with previous decisions of this Commission, Reciprocal Compensation should apply to calls terminated to ISP customers. In the event the FCC establishes some other mechanism for compensation for such calls, the parties may petition the Commission to revisit this issue at that time.

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

BellSouth: The Commission should deny Intermedia's request for tandem switching compensation when Intermedia proved neither that its switch is actually performing tandem switching nor that its switch serves a geographic area comparable to BellSouth's switch. This is based on their observations of other Commissions rulings on similar issues (California's, Florida's, Minnesota's and, Utah's Public Service Commissions).

Intermedia: Intermedia fully satisfies the requirements of the FCC rule 51.711(a)(3) and is therefore entitled to receive reciprocal compensation at the tandem interconnection rate.

Staff Recommendation: That Intermedia has demonstrated that its switches perform tandem switching functions and that it serves a geographic area comparable to the area served by BellSouth, therefore the tandem rate element for reciprocal compensation is applicable.

Issue 6: For the purposes of collocation, should intervals be measured in business days or calendar days?
Issue 8: Is BellSouth's interval for responding to Intermedia's bona fide

switched access revenues due to lost or damaged billing data?

BellSouth: BellSouth is willing to accept Intermedia's proposed language with one exception: BellSouth does not wish to place a cap on the liabilities of the parties. (Tr. at 54)

Intermedia: In the event of a lost of data, both parties must cooperate to reconstruct the lost data and, where reconstruction is not possible, use a reasonable estimate of the lost data. In the event the estimated billing is not accepted for payment by the affected Access Service Customer(s), the responsible party will be liable to the other party for any resulting lost revenue up to a maximum of \$10,000 in the aggregate and in any one-month period.

Staff Recommendation: The Staff would recommend that the Commission adopt Intermedia's proposed language as noted above with the removal of the cap on the liabilities as requested by BellSouth.

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

BellSouth: BellSouth proposed the following language to Intermedia:

Frame Relay framed packet data is transported within Virtual Circuits ("VC"). If all the data packets transported within a VC originate and terminate within the LATA, then for purposes of establishing interconnections between the Parties, such traffic will be treated the same as local circuit switched traffic ("Local VC"). This traffic will not be treated as Local Traffic for any other purpose under this Agreement, including but not limited to reciprocal compensation. (Tr. at 56)

Intermedia: IntraLATA data packets traversing a virtual circuit are local traffic and subject to reciprocal compensation. Intermedia further believes that there is a great deal of local frame relay traffic in Georgia, particularly because of the size of the Atlanta local calling area. Intermedia has proposed that BellSouth's definition be utilized minus the last sentence and that the Commission require the Parties to consult with each other and arrive at an acceptable arrangement for the treatment of local frame relay traffic, submitting the result to the Commission on a date certain, perhaps 30 (calendar) days from the decision. If this is not possible, both parties should be required to submit separate recommendations in writing within 5 (calendar) days thereafter.

Staff Recommendation: The Staff would recommend that the Commission adopt Intermedia's position on this issue.

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

collocation requests appropriate?

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

BellSouth: BST uses business days in order to measure collocation intervals because of the reliance upon skilled contractors and governmental personnel. Also as the competition in Georgia increases, the number of collocation applications received by BellSouth increased. So maintaining the current intervals is vital in order to properly respond to the volume of applications received. If calendar days are used to measure collocation intervals, then BellSouth submits that its actual provisioning intervals would require modification.

Intermedia: Collocation provision intervals in the parties' agreement should be expressed in calendar days rather than business days.

Staff Recommendation: Consistent with prior Commission decisions: Intervals shall be measure in calendar days; the interval for responding to Intermedia's bona fide collocation requests shall be 30 calendar days; and, the interval for physical collocation provisioning shall be 90 calendar days under ordinary circumstances and 120 calendar days under extraordinary circumstances.

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

BellSouth: The terms and conditions that should apply for converting virtual collocation to physical collocation should be consistent with the terms and conditions of the assessment and provisioning of physical collocation. This is because BellSouth evaluates both of these applications in the same manner. If a collocator makes a request for conversion from virtual to physical collocation, the collocator should be responsible for any cost incurred. BellSouth would allow conversion of virtual collocation to physical without requiring the relocation of the equipment where three conditions are met: 1) that there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) that the conversion of the virtual collocation arrangement would not cause the equipment or the results of that conversion to be located in the space that Bellsouth has reserved for its own future needs; and 3) that due to the location of the virtual collocation arrangement the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities.

Intermedia: Intermedia should be allowed to convert its virtual collocation arrangements to physical collocation arrangements without requiring the relocation of its equipment and it should be done in a timely manner. Intermedia does not disagree with BellSouth that it should be able to reserve space for future use, so long as it is reasonable. Intermedia is willing to accept the proposition that "in place" conversion of virtual collocation to physical collocation may not be permitted where the conversion would cause the arrangement to be located in the area reserved for BellSouth's future growth. Intermedia is also willing to agree that "in place" conversion will be allowed if (a) Intermedia does not increase the amount of space it occupies, and (b) any changes to the arrangement can be accommodated by existing power, HVAC, and other

requirements. Intermedia also believes that the application fee should not be the same as the application fee for a new request for physical collocation (\$3850) as not many of the same tasks are required and further that the 90 day turnaround on such an application is unreasonable.

Staff Recommendation: The Staff recommends that virtual collocation may be converted to "in place" physical collocation according to the following criteria: 1) that there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) that the conversion of the virtual collocation arrangement would not cause the equipment or the results of that conversion to be located in the space that BellSouth has reserved for its own future needs; and 3) that due to the location of the virtual collocation arrangement the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities; (4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements; (5) that under normal circumstances the conversion be handled by BellSouth in 60 calendar days (this is the same interval previously approved by the Commission for cageless collocation); and (6) that the interim application fee for such conversion from virtual to physical be \$1,000 (the normal physical collocation application fee is \$3850; however, the costs of many of the tasks/functions that comprise that fee are not applicable to in place conversion), until such time as BellSouth shall file with this Commission a cost study for the conversion of virtual collocation to physical collocation and same is adopted by this Commission.

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

BellSouth: Based on the FCC ruling on the definition in its UNE Remand Order. BST believes that the Commission should not ignore the FCC's findings and they urge the Commission to refrain from ordering otherwise until the Eighth Circuit rules on this issue. (Tr. At 102-103; 168-169). But, BellSouth acknowledges that on this issue the Commission had ordered that "currently combined" means "ordinarily combined" within BellSouth's network in Docket No. 10692-U and in Docket No. 10767-U. BellSouth respectfully request that this Commission not extend the foregoing decision in light of the pending Eight Circuit case as well as BellSouth's appeal of the "ordinarily combined" aspect of the decision in Docket No. 10692-U.

Intermedia: The Commission should require BellSouth to provide Intermedia with access to combinations of UNEs that are already physically combined and typically combined.

Staff Recommendation: The Staff would recommend that the Commission remain consistent with its decision in recent dockets that BellSouth is obligated to provide UNE combinations to Intermedia as provided in Docket No. 10692-U and Docket No. 10767-U.

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 access services to EELs at UNE rates?

BellSouth: (a) The FCC declined to define the EEL as a separate network element in its UNE Remand Order. (Para. 478). Therefore, except to the extent where currently combined elements in BellSouth's network that comprise an EEL are located, BellSouth currently has no obligation to provide CLECs with the EEL. (b) Until the UNE Remand Order (Para. 494; November 24, 1999 Supplemental Order, Para. 4) is complete, the FCC has made clear that carriers may not convert special access services to combinations of unbundled network elements unless the carrier uses combinations of network elements to provide significant amount of local exchange service, in addition to exchange access service to a particular customer. (Nov. 24, 1999 Supplemental Order Paras. 2 & 4)(Tr. At 38).

Intermedia: BellSouth is obligated by law to provide access to EELs, and to allow the conversion of special access service to EELs, at UNE rates.

Staff Recommendation: The Staff would recommend that the Commission remain consistent with its decision in recent dockets that BellSouth is obligated to provide EELs to Intermedia as provided in Docket No. 10692-U and Docket No. 10767-U.

***Issue 18: 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 the following:
Subissue 18(c): packet switching capabilities?***

BellSouth: The FCC empowered the State Commissions to unbundle specific network elements used to provide frame relay (e.g. packet switching), but only to the extent that a competing carrier convinces the State Commission that it is impaired without access to those elements. There is absolutely no evidence indicating that Intermedia is impaired in its packet switching capabilities; therefore, this Commission should reject Intermedia's request to require BellSouth access to packet switching on an unbundled basis.

Intermedia: The Commission should require BellSouth to provide access to packet switching capabilities, including frame relay elements, at UNE rates.

Staff Recommendation: Intermedia has not demonstrated that it is impaired; thus, BellSouth is not required to provide packet switching capabilities to Intermedia on an unbundled basis unless all four of the conditions in Rule 51.319(c)(5) are met.

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

BellSouth: BellSouth agrees to provide nondiscriminatory access to interoffice facilities in accordance with the FCC's UNE Remand Order. BellSouth requests that this Commission adopt the rates submitted as BellSouth Exhibit 2 as the appropriate TELRIC-based rates for these facilities.

Intermedia: BellSouth is required by law to provide access to all types of unbundled transport at cost-based rates.

Staff Recommendation: The Staff recommends that BellSouth provide access to interoffice transmission facilities in accordance with the FCC's UNE Remand Order at the Interim Rates filed by BellSouth in this docket, until such time as this Commission establishes permanent rates for such services. Such interim rates shall 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")?*

BellSouth: Each of the elements (UNI, NNI, DLCI, and CIR) is a part of frame relay packet switching. Like in Issue 18(c) the FCC declined to unbundle the packet switching functionality, except in limited circumstances. These circumstances don't apply so BellSouth request that this Commission finds that BellSouth isn't required to provide access to these elements at TELRIC-based rates.

Intermedia: The Commission should require BellSouth to provide access to packet switching capabilities, including frame relay elements, at UNE rates.

Staff Recommendation: See Issue 18(c). Intermedia has not demonstrated that it is impaired; thus, BellSouth is not required to provide packet switching capabilities to Intermedia on an unbundled basis unless all four of the conditions in Rule 51.319(c)(5) are met.

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?*

BellSouth: BellSouth believes that Intermedia should use its NPA/NXXs in such a way that BellSouth can distinguish local traffic from intraLATA toll traffic and interLATA toll traffic for BellSouth originated traffic. BellSouth is indifferent to the manner in which Intermedia defines its local calling areas for its own end users. Intermedia must designate a "home" local tandem for its NPA/NXX codes and interconnect at that tandem.

Intermedia: Intermedia should be allowed to assign its numbering resources and establish its calling areas as it sees fit.

Staff Recommendation: The Staff recommends that Intermedia be allowed to assign its NPA/NXX codes in accordance with the establishment of its local calling areas, provided that it furnish the necessary information to BellSouth and all other telecommunication carriers that they may identify local and toll traffic and provide for the proper routing and billing of calls.

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"?

BellSouth: The CLEC must interconnect with BellSouth's network at each access tandem where the CLEC's NPA/NXX codes home. All telecommunications carriers, including BellSouth, must know where Intermedia's NPA/NXX codes are homed. If not, required translations and routing of calls will not be possible and calls will not be completed.

Intermedia: Intermedia should not be required to establish points of interconnection at each and every BellSouth access tandem in the event it chooses multiple tandem access.

Staff Recommendation: The Staff would recommend that the Commission require Intermedia to interconnect with BellSouth's network at each access tandem where its NPA/NXX codes home. The homing of the NPA/NXX codes will be as directed by the Commission in Issue # 26 in this Arbitration.

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?

BellSouth: (a) Intermedia must establish one or more of the BellSouth local tandems as a home local tandem for its NPA/NXXs and establish interconnection to the BellSouth local tandem(s) on which Intermedia homed its NPA/NXXs. (b) Intermedia may interconnect its network to BellSouth's network at one or more access tandems in the LATA for delivery and receipt of its access traffic.

Intermedia: Intermedia should not be required to designate a "HOME" local tandem for each assigned NPA/NXX and to establish points of interconnection to each access tandem where NPA/NXXs are homed.

Staff Recommendation: The Staff would recommend that the Commission require Intermedia to interconnect with BellSouth's network at each access tandem where its NPA/NXX codes home. The homing of the NPA/NXX codes will be as directed by the Commission in Issue # 26 in this Arbitration.

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

BellSouth: IntraLATA toll traffic is defined as any telephone call that is not local or switched access per this Agreement. (Tr. at 49)

Intermedia: The term "IntraLATA Toll Traffic" should not be defined in the parties' agreement to exclude data calls. Intermedia proposes that "IntraLATA Toll Traffic" be defined as "all basic intraLATA message service calls other than Local Traffic."

Staff Recommendation: The Staff would recommend that the Commission adopt Intermedia's definition of "IntraLATA Toll Traffic", i.e. "all basic intraLATA message service calls other than Local Traffic."

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

BellSouth: Switched Access Traffic is as defined in the BellSouth Access Tariff. Additionally, IP telephony traffic will be considered switched access traffic. (Tr. at 50). IP telephony is simply a method of completing a telephone call and is a telecommunications service. The word "Internet" in Internet Protocol telephony refers to the name of the protocol; it does not mean that the service necessarily uses the World Wide Web and has nothing to do with the transmission medium.

Intermedia: BellSouth's definition of "Switched Access Traffic" must be rejected because, among other things, IP telephony is not access traffic. IP telephony is an information service.

Staff Recommendation: The Staff recommends that the Commission adopt Intermedia's definition of "Switched Access Traffic", i.e. "Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group D, 800/888 access and 900 access and their successors or similar Switched Exchange Access Services." However, Staff recommends that the Commission defer ruling on the issue of whether IP telephony is subject to access charges until it has had an opportunity to consider the issue further. While the FCC has not made any definitive rulings on the issue, it did suggest in its April 10, 1998 Report to Congress that some forms of IP Telephony might be telecommunications services rather than information services.

[Under federal law, "Telecommunications services" means "offering of telecommunications for a fee directly to the public . . . regardless of the facilities used." 47 U.S.C. § 153(46). "Telecommunications" means "the transmission between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received." 47 U.S.C. § 153(43). "Information services" means "a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications . . . but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service." 47 U.S.C. § 153(20).]

Issue 33: Should BellSouth and Intermedia be liable to each other for lost

BellSouth: The appropriate PLCU for frame relay interconnection facilities, where there are no Virtual Circuits, should be zero. In the alternative, BellSouth offered to apply the same PLCU to all Local VCs in a given LATA, even if there are no Virtual Circuits on a particular frame relay interconnection facility when it is initially turned up for service.

Intermedia: The PLCU should be 100%. Any other percentage could unreasonable impose higher rates on Intermedia, even though BellSouth would not be incurring higher costs in providing the facility.

Staff Recommendation: The Staff would recommend that the Commission adopt BellSouth's alternative and apply the same PLCU to all Local VCs in a given LATA, even if there are no Virtual Circuits on a particular frame relay interconnection facility when it is initially turned up for service.

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 points; (c) permanent virtual circuit ("PVC") segments (i.e., Data Link Connection Identifier ("DLCI") and Committed Information Rates ("CIR"); (d) requests to change a PVC segment or PVC service order record?*

BellSouth: Each of the items listed above in this issue are components of Frame Relay. (Tr. at 122). As discussed under Issues 18(c) and 25, BellSouth is not required to unbundle packet switching under Section 251 of the Act, or by any FCC Order (*Id.*). The appropriate charge for all of the components listed above are found in BellSouth's Interstate Access Tariff. (Tr. at 57)

Intermedia: The Commission should require BellSouth to provide access to packet switching capabilities, including frame relay elements, at UNE rates.

Staff Recommendation: See Issues 18(c) and 25. Intermedia has not demonstrated that it is impaired; thus, BellSouth is not required to provide packet switching capabilities to Intermedia on an unbundled basis unless all four of the conditions in Rule 51.319(c)(5) are met. In the event these four conditions are met, Intermedia shall pay the Access Tariff charge, with a true-up, until such time the Commission sets UNE rates.

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

BellSouth: There is absolutely no reason that this Commission should disregard the well-established performance measurements adopted in Georgia for an entirely new set of guidelines set forth by the Texas Public Utility Commission.

Intermedia: The Commission should consider adoption of additional measures and enforcement provisions to ensure BellSouth's performance.

Staff Recommendation: The Staff would recommend that the Commission direct that the parties incorporate the performance measures, standards, and penalties to be set by the Commission in Docket 7892-U.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by Hand Delivery or by Federal Express overnight delivery(*) this 12th day of July, 2000 to the following:

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