



Public Service Commission

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

DATE: December 13, 2000
TO: Commissioner J. Terry Deason, Chairman
FROM: Commissioner Lila A. Jaber LAJ/ac
RE: Docket No. 000084-TP - Petition by BellSouth Telecommunications, Inc. for Arbitration of an Interconnection Agreement with US LEC of Florida, Inc. Pursuant to the Telecommunications Act of 1996.

By Order No. PSC-00-1483-PCO-TP, issued August 17, 2000, controlling dates and hearing dates were established in this docket. The hearing is scheduled for December 14, 2000.

Today, US LEC of Florida, Inc. (US LEC) filed a Notice of Voluntary Dismissal of Petition for Arbitration. In its Notice, US LEC states that it has elected, pursuant to 47 U.S.C. §252(i), to adopt the interconnection agreement entered into between BellSouth Telecommunications, Inc. and Intermedia Communications, Inc., filed with the Commission on October 4, 2000, and approved as a matter of law, pursuant to 47 U.S.C. §252(e)(4), with the understanding that US LEC and BellSouth will subsequently file an amendment to the adopted BellSouth/Intermedia agreement as reflected in the letter agreement attached to the Notice as Exhibit "A". In addition, staff counsel spoke with BellSouth's counsel who states it can be represented that BellSouth joins in the Notice. Because US LEC and BellSouth have agreed jointly to voluntarily dismiss the petition for arbitration, no issues remain for the Commission to consider. Therefore, the hearing scheduled for December 14, 2000, should be canceled.

Please feel free to call me if you have any questions.

LAJ/dwc

Attachments

c: Division of Competitive Services (Hinton)
Division of Records and Reporting (Bayo).
Jackie Edwards, Commission Suite

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition by BellSouth Telecommunications, Inc.)
for approval of arbitration of an interconnection)
agreement with US LEC of Florida, Inc. pursuant)
to the Telecommunications Act of 1996.)
_____)

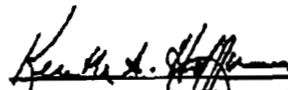
Docket No. 000084-TP

Filed: December 13, 2000

**US LEC OF FLORIDA, INC.'S
NOTICE OF VOLUNTARY DISMISSAL
OF PETITION FOR ARBITRATION**

US LEC of Florida, Inc. ("US LEC"), by and through its undersigned counsel, hereby files this Notice of Voluntary Dismissal of US LEC's Petition for Arbitration filed on January 25, 2000, in the above-referenced docket. US LEC files this voluntary dismissal of its Petition for Arbitration on the basis that it has elected, pursuant to 47 U.S.C. §252(i), to adopt the interconnection agreement entered into between BellSouth Telecommunications, Inc. ("BellSouth") and Intermedia Communications, Inc. ("Intermedia"), filed with the Commission on October 4, 2000 and approved, as a matter of law, pursuant to 47 U.S.C. §252(e)(4), with the understanding that US LEC and BellSouth will subsequently file an amendment to the adopted BellSouth/Intermedia agreement as reflected in the letter agreement attached hereto as Exhibit "A".

Respectfully submitted,



Kenneth A. Hoffman, Esq.

John R. Ellis, Esq.

Rutledge, Ecenia, Purnell & Hoffman, P.A.

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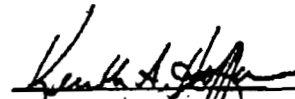
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished by U. S. Mail to the following this 13th day of December, 2000:

Earl Edenfield, Esq.
Douglas Lackey, Esq.
BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E.
Suite 4300, BellSouth Center
Atlanta, GA 30375

Earl Edenfield, Esq.
Douglas Lackey, Esq.
c/o Nancy H. Sims
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301-1556

Diana Caldwell, Esq.
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Room 370
Tallahassee, FL 32399-0850



Kenneth A. Hoffman, Esq.

USLEC/dismissal

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December 12, 2000

VIA FACSIMILE

E. Earl Edensfield, Jr., Esq.
BellSouth Telecommunications, Inc.
Legal Department
BellSouth Center, Suite 4300
675 W Peachtree St., N.E.
Atlanta, Ga. 30375

Re: Petition by BellSouth Telecommunications, Inc. for approval of arbitration of an interconnection agreement with US LEC of Florida Inc. pursuant to the Telecommunications Act of 1996 (Fla. P.S.C. Docket No. 000084-TP)

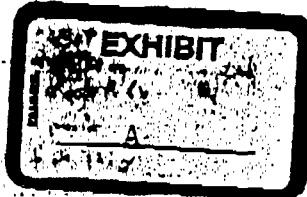
Dear Kip:

This will confirm our telephone conversations of December 11, 2000, concerning the referenced arbitration by and between BellSouth Telecommunications, Inc. and US LEC of Florida Inc. ("US LEC")

As we discussed, US LEC will adopt the arbitrated interconnection agreement by and between BellSouth and Intermedia Communications, Inc. ("Intermedia") which has been deemed approved as a matter of law in Florida pursuant to 47 U.S.C. § 252(e)(4) (the "Intermedia Agreement") in the form in which it was deemed approved. At the same time, by your signature below, BellSouth agrees to amend the Intermedia Agreement to incorporate the modifications discussed by the parties and set forth on Exhibit 1 hereto, as those modifications may be further amended by agreement of the parties. The parties agree to complete, execute and file such an amendment within thirty days.

2. Please prepare an original for execution by US LEC. The agreement will expire on October 2, 2002, with the terms, conditions and pricing relating back to January 1, 2000, in accordance with the terms of the expired agreement between US LEC and BellSouth in Florida. Also, in section 19.1 of the Agreement please include Ms. Wanda Montano, Vice President, Regulatory and Industry Affairs of US LEC, and Sumner Smith, Esq., Senior Corporate Counsel

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Dec-12-2000 04:26pm From-SWIDLER BERLIN SHEREFF FRIEDMAN

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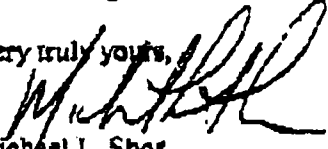
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E. Earl Edenfield, Jr., Esq.
December 12, 2000
Page 2

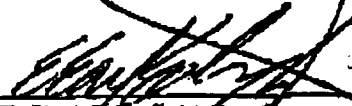
of US LEC as the individuals to receive notice on behalf of US LEC of Florida. The address for Ms. Montano and Ms. Smith is: US LEC Corp., Three Morrocroft Centre, 6801 Morrison Boulevard, Charlotte, North Carolina 28211. If there are any other specific changes to be made, please let me know and I will obtain the necessary information. On the execution of the adoption papers, the parties jointly will submit the agreement to the Florida Commission for approval.

US LEC's acceptance of the Intermedia Agreement for Florida in order to resolve the pending arbitration in Florida is without prejudice to, and does not have any impact on, the remaining arbitrations in Georgia and Tennessee. In that regard, US LEC expressly reserves the right to continue to arbitrate issues in Georgia and Tennessee which may be addressed in the Intermedia Agreement.

Thank you for your assistance in bringing this matter to a successful resolution in Florida and, in advance, for facilitating prompt preparation of the new agreement.

Very truly yours,

Michael L. Shor

Seen and agreed:


E. Earl Edenfield, Jr., Esq., ~~attorney~~
attorney for BellSouth Telecommunications, Inc.

encl.

- cc: Aaron D. Cowell, Esq. (by facsimile)
- Ms. Wanda Montano "
- Russell M. Blau, Esq. "
- Kenneth A. Hoffman, Esq. "
- Diana Caldwell, Esq. "

MODIFICATIONS TO INTERMEDIA AGREEMENT

As discussed and agreed, section 6.1.1 of the Intermedia Agreement will be replaced with the following:

For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body. Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body.

Section 6.2 of the Intermedia Agreement will be replaced with the following:

Pursuant to the definition of Local Traffic in this Attachment, and for the purpose of delivery of BellSouth originating traffic to US LEC, BellSouth shall pay to US LEC reciprocal compensation for Local Traffic delivered to US LEC end users physically located within the LATA in which the call originated and within which US LEC end user's NPA/NXX is assigned. If US LEC assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to US LEC end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a US LEC customer physically located outside of such LATA, shall not be deemed Local Traffic, and no compensation from BellSouth to US LEC shall be due therefor. Further, US LEC agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to US LEC at BellSouth's switched access tariff rates. If US LEC does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole US LEC NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if US LEC can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.

It also is my understanding that the definition of Local Traffic in Part B, page 20 will need to be modified to reflect the changes discussed above.