

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by DIECA
Communications, Inc. d/b/a Covad
Communications Company for
arbitration of unresolved issues
in interconnection agreement
with BellSouth
Telecommunications, Inc.

DOCKET NO. 001797-TP
DATED: MAY 25, 2001

STAFF'S PREHEARING STATEMENT

Pursuant to Order No. Order No. PSC-01-0884-PCO-TP, as amended by Order No. PSC-01-0884A-PCO-TP, April 20, 2001, the Staff of the Florida Public Service Commission files its Prehearing Statement.

a. All Known Witnesses

None.

b. All Known Exhibits

None.

c. Staff's Statement of Basic Position

Staff's positions are preliminary and based on materials filed by the parties and on discovery. The preliminary positions are offered to assist the parties in preparing for the hearing. Staff's final positions will be based upon all the evidence in the record and may differ from the preliminary positions stated herein.

d. Staff's Position on the Issues

A. [LEGAL ISSUE] What is the Commission's jurisdiction in this matter?

POSITION

STAFF: Section 252 of the Federal Telecommunications Act of 1996 (Act) sets forth the procedures for negotiation, arbitration, and approval of agreements.

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FPSC-RECORDS/REPORTING

Section 252(b)(4)(C) states that the State commission shall resolve each issue set forth in the petition and response, if any, by imposing the appropriate conditions as required. This section requires this Commission to conclude the resolution of any unresolved issues not later than 9 months after the date on which the local exchange carrier received the request under this section. In this case, however, the parties have explicitly waived the 9-month requirement set forth in the Act. Furthermore, this Commission has jurisdiction pursuant to Chapter 364, Florida Statutes, and Section 252 of the Federal Telecommunication Act of 1996 (Act) to arbitrate interconnection agreements, and may implement the processes and procedures necessary to do so in accordance with Section 120.80(13)(d), Florida Statutes. However, pursuant to Section 252(e)(5) of the Act, if a state commission refuses to act, then the FCC shall issue an order preempting the Commission's jurisdiction in the matter, and shall assume jurisdiction of the proceeding.

ISSUE 1: What limitations of liability, if any, should be included in the Parties' Interconnection Agreement?

POSITION

STAFF: Staff has no position at this time.

ISSUE 2: What should BellSouth's obligations be under this Interconnection Agreement in the event that BellSouth's workforce, or the workforce of its suppliers and vendors, engage in a work stoppage?

POSITION

STAFF: Staff has no position at this time.

ISSUE 3: Should there be a limitation on an ALEC's right to opt-in to an existing interconnection agreement that has only six months remaining before it expires?

POSITION

STAFF: Staff has no position at this time.

ISSUE 4: Is Covad entitled to receive a discount on services it purchases from BellSouth but does not resell to an end user, including services that it purchases for its own use?

The parties have reached an agreement on this issue.

- ISSUE 5:**
- (a) What is the appropriate interval for BellSouth to provision an unbundled voice-grade loop, ADSL, HDSL, or UCL for Covad?
 - (b) What is the appropriate interval for BellSouth to provision an IDSL-compatible loop for Covad?
 - (c) What should be the appropriate interval for BellSouth to "de-condition" (i.e., remove load coils or bridged tap) loops requested by Covad?

POSITION

STAFF: Staff has no position at this time on issues 5(a), (b) and (c).

ISSUE 6: Where a due date for the provisioning of a facility is changed by BellSouth after a Firm Order Confirmation has been returned on an order, should BellSouth reimburse Covad for any costs incurred as a direct result of the rescheduling?

POSITION

STAFF: Staff has no position at this time.

ISSUE 7: (a) When BellSouth provisions a non designed xDSL loop, under what terms, conditions and costs, if any, should BellSouth be obligated to participate in Joint Acceptance Testing to ensure the loop is properly provisioned?

- (b) Should BellSouth be prohibited from unilaterally changing the definition of and specifications for its loops?

POSITION

STAFF: Staff has no position at this time on issues 7(a) and (b).

ISSUE 8: When Covad reports a trouble on a loop where, after BellSouth dispatches a technician to fix the trouble, no trouble is found but later trouble is identified on that loop that should have been addressed during BellSouth's first dispatch, should Covad pay for BellSouth's cost of the dispatch and testing before the trouble is identified?

POSITION

STAFF: Staff has no position at this time.

ISSUE 9: What intervals should be adopted for the provision of information regarding dark fiber by BellSouth to Covad?

The parties have reached an agreement on this issue.

ISSUE 10: (a) Should Covad be required to pay for loop conditioning for loops less than 18,000 feet in length?

(b) What should the rates be for conditioning a loop?

POSITION

STAFF: Staff has no position at this time on issues 10(a) and (b).

ISSUE 11: What rate, if any, should Covad pay BellSouth if there is no electronic ordering interface available, when it places a manual LSR for:

- (a) an xDSL loop?
- (b) line sharing?

POSITION

STAFF: Staff has no position at this time on issue 11 (a) and (b).

ISSUE 12: Should Covad have to pay for a submitted LSR when it cancels an order because BellSouth has not delivered the loop in less than five business days?

POSITION

STAFF: Staff has no position at this time.

ISSUE 13: What access should Covad have to BellSouth's loop make up information?

POSITION

STAFF: Staff has no position at this time.

ISSUE 14: When ordering an SL1 loop, should Covad be able to order and reserve a specific facility?

POSITION

STAFF: Staff has no position at this time.

ISSUE 15: What should be the interval for installation in central offices of splitters necessary to implement line sharing?

POSITION

STAFF: Staff has no position at this time.

ISSUE 16: Where should the splitters be located in the central office?

POSITION

STAFF: Staff has no position at this time.

ISSUE 17: Should Covad be permitted to purchase splitter space in increments of one port at a time?

POSITION

STAFF: Staff has no position at this time.

ISSUE 18: What should the provisioning interval be for the line sharing unbundled network element?

POSITION

STAFF: Staff has no position at this time.

ISSUE 19: Deleted. Issue 19 has become Issue 11(b).

ISSUE 20: Should BellSouth be required to certify the functionality of the splitters that it has in place as well as the splitters that it places in service in the future?

POSITION

STAFF: Staff has no position at this time.

ISSUE 21: Should BellSouth provide accurate service order completion notifications for line sharing orders?

POSITION

STAFF: Staff has no position at this time.

ISSUE 22: Should BellSouth test for data continuity as well as voice continuity both when provisioning and repairing line shared loops?

POSITION

STAFF: Staff has no position at this time.

ISSUE 23: Should Covad have access to all points on the line shared loop?

POSITION

STAFF: Staff has no position at this time.

ISSUE 24: Are the rates proposed by BellSouth for unbundled loops and line sharing compliant with TELRIC pricing?

POSITION

STAFF: Staff has no position at this time.

ISSUE 25: In the event Covad desires to terminate its occupation of a collocation space, and if there is a waiting list for space in that central office, should BellSouth notify the next ALEC on the waiting list to give that ALEC the opportunity to take that space as configured by Covad (such as racks, conduits, etc.), thereby relieving Covad of its obligation to completely vacate the space?

POSITION

STAFF: Staff has no position at this time.

ISSUE 26: In the event that Covad contracts for collocation space in an office where there is a waiting list for space, but cancels its request for collocation before it has occupied the space, should Covad be liable to pay for the space preparation work that BellSouth has performed when either BellSouth or the next ALEC benefits from that work?

POSITION

STAFF: Staff has no position at this time.

ISSUE 27: When should charges for collocated space begin?

The parties have reached an agreement on this issue.

ISSUE 28: Should BellSouth be required to provide power cabling from the BDFB to Covad's collocation space?

POSITION

STAFF: Staff has no position at this time.

ISSUE 29: What rates should Covad pay for collocation?

POSITION

STAFF: Staff has no position at this time.

ISSUE 30: Should BellSouth resolve all loop "facilities" issues within thirty days of receiving a complete and correct local service request from Covad?

POSITION

STAFF: Staff has no position at this time.

ISSUE 31: Should BellSouth send Covad both a paper and a duplicate electronic bill and in either instance, when should the bill be due?

POSITION

STAFF: Staff has no position at this time.

ISSUE 32: (a) Should Covad be required to pay amounts in dispute as well as late charges on such amounts?

POSITION

STAFF: Staff has no position at this time.

(b) How long should parties endeavor to resolve billing discrepancies?

The parties have reached an agreement on 32(b).

ISSUE 33: Should BellSouth's Network Management Center directly inform Covad's Network Management Center about all Abnormal Condition Reports that directly or indirectly affect the services of unbundled network elements purchased from BellSouth?

The parties have reached an agreement on this issue.

ISSUE 34: Should BellSouth notify Covad's Network Management Center when BellSouth's Emergency Control Center is activated or placed on alert?

The parties have reached an agreement on this issue.

ISSUE 35: If an Abnormal Condition Report or disaster affects services or facilities provided to Covad, should BellSouth provide Covad documentation of that condition and perform a root cause analysis of that situation?

The parties have reached an agreement on this issue.

e. Pending Motions

None.

f. Pending Confidentiality Claims or Requests

None.

g. Compliance with Order No. Order No. PSC-01-0884-PCO-TP and Order No. PSC-01-0884A-PCO-TP

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Staff has complied with all requirements of the Order Establishing Procedure entered in this docket.

Respectfully submitted this 25th day of May, 2001.

Felicia R. Banks

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CERTIFICATE OF SERVICE

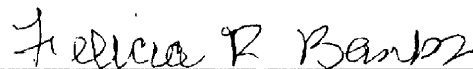
I HEREBY CERTIFY that a true and correct copy of Staff's
Prehearing Statement has been furnished by U.S. Mail this 25th day
of May, 2001, to the following:

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