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May 29, 2001

BY HAND DELIVERY

Blanca Bayó
Director, Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Re: Docket No. 000649-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of MCImetro Access Transmission Services, LLC and MCI WORLDCOM Communications, Inc. (collectively "WorldCom") are the original and fifteen copies of WorldCom's Reply to BellSouth's Statement Regarding Disputed Issues.

By copy of this letter, this document has been furnished to the parties on the attached service list.

Very truly yours,



Richard D. Melson

RDM/kcg

cc: Parties of Record

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DOCUMENT NUMBER-DATE

06672 MAY 29 2001

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by MCImetro Access)
Transmission Services LLC and MCI)
WorldCom Communications, Inc. for)
arbitration of certain terms and conditions) Docket No. 000649-TP
of a proposed agreement with BellSouth)
Telecommunications, Inc. concerning) Filed: May 29, 2001
interconnection and resale under the)
Telecommunications Act of 1996.)
_____)

**WORLDCOM'S REPLY TO BELLSOUTH'S STATEMENT
REGARDING DISPUTED ISSUES**

MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. (collectively, "WorldCom") submit this Reply to BellSouth's Statement Regarding Disputed Issues. For the reasons set forth below, WorldCom submits that the positions taken by BellSouth in its Statement are without merit.

1. Issue 42 (Attachment 4, § 2.3.8)¹

This issue involves the delivery of access traffic by one party for termination by the other party. In its Arbitration Order, the Commission ruled that WorldCom should not commingle local and access traffic, and that access traffic should be routed only to access trunks. WorldCom believes that the rule announced by the Commission should apply equally to both parties. There is no justification or rationale for applying the restrictive rule to WorldCom and having no rule for BellSouth. BellSouth nevertheless urges the Commission to apply the rule only to WorldCom, stating that "BellSouth is solely a local exchange carrier and does not originate access traffic." But in fact BellSouth does originate intraLATA toll traffic today. BellSouth must pay terminating

access charges to WorldCom when such BellSouth originated toll traffic terminates to WorldCom's local exchange customers. Moreover, BellSouth provides access tandem services to many third party carriers, and thus delivers a large volume of access traffic to ALECs such as WorldCom. Finally, BellSouth has announced its plans to request relief under Section 271 of the Telecommunications Act of 1996. If BellSouth is granted such relief, it presumably will originate a great deal of interLATA toll traffic. If the Commission is to apply the rule it announced, it should apply it equally to both parties.

2. Issue 36 (Attachment 5, §2.1.4)

When WorldCom filed its Petition in this case, the issue of which party has the right to designate the demarcation point for UNEs obtained in a collocation arrangement was included as part of Issue 36, regarding the right to select the point of interconnection. The parties treated the demarcation point issue as ancillary to the main dispute, and the Commission in its Order did not directly address the demarcation point aspect of the issue, but it did decide that WorldCom has the right to select the point of interconnection:

Accordingly, we find that WorldCom, as the requesting carrier, has the exclusive right pursuant to the Act, the FCC's Local Competition Order and FCC regulations, to designate the network point (or points) of interconnection at any technically feasible point....

(Order, page 81). After the Commission issued its Order, WorldCom proposed that BellSouth be allowed to designate demarcation points, as BellSouth had requested, as long as the contract made clear that BellSouth's right to designate demarcation points does not interfere with WorldCom's right, ordered by the Commission, to designate interconnection points. Thus, WorldCom's proposed language would enable WorldCom

¹ WorldCom refers to the contract language as being in Attachment 4, §2.3.8, and BellSouth refers to Attachment 4, §2.3.7. The parties are referring to the same language, and there is not a disagreement as to the numbering of the section. The correct numbering will be reflected in the final document.

to choose the point of interconnection at a BellSouth end office, and require BellSouth to cross connect the point of interconnection to its chosen demarcation point (at WorldCom's expense).

In its Statement, BellSouth confuses the matter by focusing on its right to select the demarcation point. (Statement, p. 5.) Although the Commission did not directly address the issue of which party has the right to select demarcation points, WorldCom has proposed that BellSouth be allowed to do so. There is, therefore, no controversy regarding demarcation points. WorldCom merely urges the Commission to order BellSouth to make clear that WorldCom's right to designate points of interconnection is not impaired by WorldCom's proposal to allow BellSouth to select demarcation points.

3. Collocation Equipment and Co-Carrier Cross Connects (Attachment 5, § 7.1.1 and §7.2, not arbitration issues)²

BellSouth asserts in its Statement that WorldCom and BellSouth "agreed to address certain changes in the law subsequent to the arbitration decision being rendered." BellSouth goes on to say that the parties "have agreed on several changes resulting from the D.C. Circuit Court's decision in *GTE Service Corp. v. Federal Communications Commission*, 205 F.3d 416, 426 and the Commission's decisions in the general collocation docket (Docket No. 981834-TP). (Statement, p. 7.) WorldCom denies the agreements described by BellSouth, and notes that there is no evidence of such agreements in the record.

BellSouth relies on *GTE*, a federal appellate court opinion released in March of 2000, well before WorldCom filed its petition in this docket, and on the Commission's

² This issue was addressed under heading 4 of WorldCom's Motion for Order Regarding Agreement and under headings 3 and 4 of BellSouth's Statement.

orders in Docket No. 981834-TP. No discussion of the court opinion is necessary, because it predates the existence of this docket. Had BellSouth wished to arbitrate issues based on that decision, it was free to do so. BellSouth may not, now that the case has been litigated and decided, attempt to inject new issues into the case. Likewise, BellSouth relies on the Commission's collocation orders in Docket No. 981834-TP, although it did not seek reconsideration based on those orders. Again, it is too late now for BellSouth to argue for changes to the contract based on the collocation orders.

Even if the Commission were to modify its Arbitration Order, to include matters that were not arbitrated, WorldCom observes that BellSouth's proposals are not consistent with the Commission's order on reconsideration in Docket No. 981834. As an example, BellSouth proposes replacing the phrase "used or useful" with "necessary" when describing the type of equipment WorldCom may place in a collocation space. (Statement, p. 7.) But, the Commission observed correctly in Docket No. 981834 that *GTE* only vacated rules established in FCC 99-48. (Order No. PSC-00-2190-PCO-TP, page 26.) The rules pertaining to collocated equipment that the FCC created in FCC 96-235 still apply. In FCC 96-325, the FCC ruled that ILECs must allow collocation equipment "used for interconnection or access to unbundled network elements." 47 C.F.R. 51.323(b) (as promulgated in FCC 96-235).

4. Issue 95 (Attachment 8, §5)

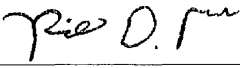
In its Statement, BellSouth urges the Commission to adopt BellSouth's simple restatement of the pertinent part of the Commission's Order. BellSouth goes on to object to WorldCom's proposal that is "almost 20 pages of contract language," (Statement, p. 9)

ignoring the fact that BellSouth originally proposed 14 pages of its own for this contract section. Indeed, BellSouth's own standard interconnection agreement, posted on its web site, still contains 6 pages of contract language dealing with this issue. (See http://www.interconnection.bellsouth.com/become_a_clec/ics_agreement/att07.pdf, pp. 10-15).

BellSouth asserts that "not all of [WorldCom's] language is in compliance with [EMI industry] standards." Statement, p. 10. BellSouth did not introduce any evidence in this case to that effect, and BellSouth states no particulars now as to what is not in compliance. The language proposed by WorldCom now is the same language that WorldCom filed with its Petition. BellSouth had ample opportunity to conduct discovery and introduce evidence to show that WorldCom's proposal was not acceptable. BellSouth brought no such evidence. Now that BellSouth has lost this issue, the Commission should not give BellSouth an opportunity to re-try its case here.

RESPECTFULLY SUBMITTED this 29th day of May, 2001.

HOPPING GREEN SAMS & SMITH, P.A.

By: 

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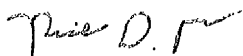
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following by U.S. Mail or Hand Delivery (*) this 29th day of May, 2001:

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