

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by BellSouth
Telecommunications, Inc. for
arbitration of certain issues in
interconnection agreement with
Supra Telecommunications and
Information Systems, Inc.

DOCKET NO. 001305-TP
ORDER NO. PSC-01-1475-PCO-TP
ISSUED: July 13, 2001

SUPPLEMENTAL ORDER ESTABLISHING PROCEDURE

On September 1, 2000, BellSouth Telecommunications, Inc. (BellSouth) filed a petition for arbitration of certain issues in an interconnection agreement with Supra Telecommunications and Information Systems, Inc. (Supra). Supra filed its response, and this matter was set for hearing. In an attempt to identify and clarify the issues in this docket, issue identification meetings were held on January 8, 2001, and January 23, 2001. At the conclusion of the January 23 meeting, the parties were asked by staff to prepare a list with the final wording of the issues as they understood them to be. BellSouth submitted such a list, but Supra did not, choosing instead to file a motion to dismiss the arbitration proceedings, which it filed on January 29, 2001. On February 6, 2001, BellSouth filed its response. In Order No. PSC-01-1180-FOF-TI, issued May 23, 2001, the Commission denied Supra's motion, but on its own motion ordered the parties to comply with the terms of their prior agreement by holding an Inter-company Review Board meeting. Such meeting was to be held within 14 days of the issuance of the Commission's order, and a report on the outcome of the meeting was to be filed with the Commission within 10 days after completion of the meeting. The parties were placed on notice that the meeting was to comply with Section 252(b)(5) of the Telecommunications Act of 1996 (Act).

Pursuant to the Commission's Order, the parties held meetings on May 29, 2001, June 4, 2001, and June 6, 2001. The parties then filed post-meeting reports with the Commission. Several of the original issues were withdrawn by the parties. These include the issues numbered as items 2, 3, 6, 8, 30, 36, 37, 39, 43, 50, 54, 56, 58, and 64. Within its post-meeting report submitted June 18,

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FPSC-RECORDS/REPORTING

2001, Supra lodged a complaint alleging that BellSouth had failed to negotiate in good faith because BellSouth had not provided to Supra information necessary for the negotiations and had refused to negotiate from the parties' current agreement. BellSouth filed a Response and Motion to Dismiss on July 9, 2001, stating, among other matters, that the complaint as filed by Supra fails to set forth any basis upon which this Commission could find that BellSouth has acted in bad faith.

Based on the further discussions of the parties, the following issues remain. In addition, Issue A is being added to address the conduct of BellSouth and Supra in complying with Commission Order No. PSC-01-1180-FOF-TI.

- Issue A: Has BellSouth or Supra violated the requirement in Commission Order PSC-01-1180-FOF-TI to negotiate in good faith pursuant to Section 252 (b)(5) of the Act? If so, should BellSouth or Supra be fined \$25,000 for each violation of Commission Order PSC-01-1180-FOF-TI, for each day of the period May 29, 2001 through June 6, 2001?
- Issue 1: What are the appropriate fora for the submission of disputes under the new agreement?
- Issue 4: Should the Interconnection Agreement contain language to the effect that it will not be filed with the Florida Public Service Commission for approval prior to an ALEC obtaining ALEC certification from the Florida Public Service Commission?
- Issue 5: Should BellSouth be required to provide to Supra a download of all of BellSouth's Customer Service Records ("CSRs")?
- Issue 7: Which end user line charges, if any, should Supra be required to pay BellSouth?
- Issue 9: What should be the definition of ALEC?

Issue 10: Should the rate for a loop be reduced when the loop utilizes Digitally Added Main Line (DAML) equipment?

Issue11A: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of disputed charges?

Issue11B: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of undisputed charges?

Issue 12: Should BellSouth be required to provide transport to Supra Telecom if that transport crosses LATA boundaries?

Issue 13: What should be the appropriate definition of "local traffic" for purposes of the parties' reciprocal compensation obligations under Section 251(b)(5) of the 1996 Act?

Issue 14: Should BellSouth pay reciprocal compensation to Supra Telecom where Supra Telecom is utilizing UNES to provide local service for the termination of local traffic to Supra's end users? If so, which end user line charges should Supra be required to pay BellSouth?

Issue 15: What Performance Measurements should be included in the Interconnection Agreement?

Issue 16: Under what conditions, if any, may BellSouth refuse to provide service under the terms of the interconnection agreement?

Issue 17: Should Supra be allowed to engage in "truthful" comparative advertising using BellSouth's name and marks? If so, what should be the limits of that advertising, if any?

Issue 18: What are the appropriate rates for the following services, items or elements set for in the proposed Interconnection Agreement?

- (A) Resale
- (B) Network Elements
- (C) Interconnection
- (D) Collocation
- (E) LPN/INP
- (F) Billing Records
- (G) Other

Issue 19: Should calls to Internet Service Providers be treated as local traffic for the purposes of reciprocal compensation?

Issue 20: Should the Interconnection Agreement include validation and audit requirements which will enable Supra Telecom to assure the accuracy and reliability of the performance data BellSouth provides to Supra Telecom?

Issue 21: What does "currently combines" mean as that phrase is used in 47 C.F.R. §51.315(b)?

Issue 22: Under what conditions, if any, may BellSouth charge Supra Telecom a "non-recurring charge" for combining network elements on behalf of Supra Telecom?

Issue 23: Should BellSouth be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in its network? If so, what charges, if any, should apply?

Issue 24: Should BellSouth be required to combine network elements that are not ordinarily combined in its network? If so, what charges, if any, should apply?

Issue25A: Should BellSouth charge Supra Telecom only for UNEs that it orders and uses?

Issue25B: Should UNEs ordered and used by Supra Telecom be considered part of its network for the purposes of reciprocal compensation, switched access charges and inter/intra LATA services?

Issue 26: Under what rates, terms and conditions may Supra Telecom purchase network elements or combinations to replace services currently purchased from BellSouth tariffs?

Issue 27: Should there be a single point of interconnection within the LATA for the mutual exchange of traffic? If so, how should the single point be determined?

Issue 28: What terms and conditions and what separate rates, if any, should apply for Supra Telecom to gain access to and use BellSouth's facilities to serve multi-tenant environments?

Issue 29: Is BellSouth obligated to provide local circuit switching at UNE rates to Supra to serve the first three lines to a customer located in Density Zone 1? Is BellSouth obligated to provide local circuit switching at UNE rates to Supra to serve four or more lines provided to a customer located in Density Zone 1?

Issue 31: Should BellSouth be allowed to aggregate lines provided to multiple locations of a single customer to restrict Supra Telecom's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer?

Issue32A: Under what criteria may Supra Telecom charge the tandem switching rate?

Issue32B: Based on Supra Telecom's network configuration as of January 31, 2001, has Supra Telecom met these criteria?

- Issue 33: What are the appropriate means for BellSouth to provide unbundled local loops for provision of DSL service when such loops are provisioned on digital loop carrier facilities?
- Issue 34: What coordinated cut-over process should be implemented to ensure accurate, reliable and timely cut-overs when a customer changes local service from BellSouth to Supra Telecom?
- Issue 35: Is conducting a statewide investigation of criminal history records for each Supra Telecom employee or agent being considered to work on a BellSouth premises a security measure that BellSouth may impose on Supra Telecom?
- Issue 38: Is BellSouth required to provide Supra Telecom with nondiscriminatory access to the same databases BellSouth uses to provision its customers?
- Issue 40: Should Standard Message Desk Interface-Enhanced ("SMDI-E"), Inter-Switch Voice Messaging Service ("IVMS") and any other corresponding signaling associated with voice mail messaging be included within the cost of the UNE switching port? If not, what are the appropriate charges, if any?
- Issue 41: Should BellSouth be required to provide Supra Telecom the right to audit BellSouth's books and records in order to confirm the accuracy of BellSouth's bills?
- Issue 42: What is the proper time frame for either party to render bills?
- Issue 44: What are the appropriate criteria under which rates, terms or conditions may be adopted from other filed and approved interconnection agreements? What should be the effective date of such an adoption?

- Issue 45: Should BellSouth be required to post on its website all BellSouth interconnection agreements with third parties? If so, when?
- Issue 46: Is BellSouth required to provide Supra Telecom the capability to submit orders electronically for all wholesale services and elements?
- Issue 47: When, if at all, should there be manual intervention on electronically submitted orders?
- Issue 48: Is BellSouth obligated to provide Supra Telecom with billing records? If so, which records should be provided and in what format?
- Issue 49: Should Supra Telecom be allowed to share with a third party, the spectrum on a local loop for voice and data when Supra Telecom purchases a loop/port combination and if so, under what rates, terms and conditions?
- Issue 51: Should BellSouth be allowed to impose a manual ordering charge when it fails to provide an electronic interface?
- Issue 52: For purposes of the Interconnection Agreement between Supra Telecom and BellSouth, should the resale discount apply to all telecommunication services BellSouth provides to end users, regardless of the tariff in which the service is contained?
- Issue 53: How should the demarcation points for UNEs be determined?
- Issue 55: Should BellSouth be required to provide an application-to-application access service order inquiry process for purposes of the interconnection agreement between Supra Telecom and BellSouth?

- Issue 57: Should BellSouth be required to provide downloads of RSAG, LFACS, PSIMS and PIC databases without license agreements and without charge?
- Issue 59: Should Supra Telecom be required to pay for expedited service when BellSouth provides services after the offered expedited date, but prior to BellSouth's standard interval?
- Issue 60: When BellSouth rejects or clarifies a Supra Telecom order, should BellSouth be required to identify all errors in the order that caused it to be rejected or clarified?
- Issue 61: Should BellSouth be allowed to drop or "purge" orders? If so, under what circumstances may BellSouth be allowed to drop or "purge" orders, and what notice should be given, if any?
- Issue 62: Should BellSouth be required to provide completion notices for manual orders for the purposes of the interconnection agreement?
- Issue 63: Under what circumstances, if any, would BellSouth be permitted to disconnect service to Supra for nonpayment?
- Issue 65: Should the parties be liable in damages, without a liability cap, to one another for their failure to honor in one or more material respects any one or more of the material provisions of the Agreement for purposes of this interconnection agreement?
- Issue 66: Should Supra Telecom be able to obtain specific performance as a remedy for BellSouth's breach of contract for purposes of this interconnection agreement?

It is important that this docket move towards resolution in a timely manner. It is also important that the testimony submitted by the parties fully address the issues. As such, I find it appropriate that the due date for the filing of direct testimony in

this docket shall be July 27, 2001. The due date for the filing of rebuttal testimony in this docket shall be August 15, 2001. Additionally, all responses to interrogatories and requests for the production of documents be provided to the requesting party within 20 days of the request, with no additional time for mailing.

Further, it is important that staff be fully apprised of all discovery requests and responses thereto between the parties. Therefore, copies of all discovery requests shall be provided to staff counsel at the same time they are served on the receiving party. Likewise, copies of the discovery responses shall be provided to staff counsel at the same time they are provided to the requesting party. Where possible, copies of the request and the responses thereto shall be provided to staff counsel by e-mail.

Based upon the foregoing, it is

ORDERED by Commissioner Michael A. Palecki, as Prehearing Officer, that the issues as listed in the body of this Supplemental Order Establishing Procedure shall be the issues addressed by the Commission in the resolution of this docket. It is further

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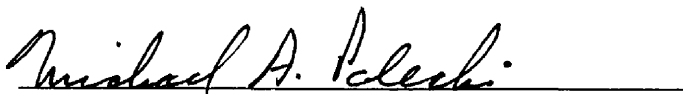
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ORDERED that Order No. PSC-01-1401-PCO-TP is reaffirmed in all other respects.

By ORDER of Commissioner Michael A. Palecki, as Prehearing Officer, this 13th day of July, 2001.



MICHAEL A. PALECKI
Commissioner and Prehearing Officer

(S E A L)

WDK

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code, if issued by a Prehearing Officer; (2) reconsideration within 15 days pursuant to Rule 25-22.060, Florida Administrative Code, if issued by the Commission; or (3) judicial

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review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Director, Division of the Commission Clerk and Administrative Services, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.