

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  
DATED: AUGUST 22, 2001

STAFF'S PREHEARING STATEMENT

Pursuant to Order No. PSC-01-1401-PCO-TP, 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

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?

DOCUMENT NUMBER-DATE

10405 AUG 22 01

FPSC-COMMISSION CLERK

POSITION

STAFF: Staff has no position at this time.

ISSUE 1: What are the appropriate fora for the submission of disputes under the new agreement?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

ISSUE 5: Should BellSouth be required to provide to Supra a download of all of BellSouth's Customer Service Records ("CSRs")?

POSITION

STAFF: Staff has no position at this time.

ISSUE 7: Which end user line charges, if any, should Supra be required to pay BellSouth?

POSITION

STAFF: Staff has no position at this time.

ISSUE 9: What should be the definition of ALEC?

POSITION

STAFF: Staff has no position at this time.

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

POSITION

STAFF: Staff has no position at this time.

ISSUE11A: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of disputed charges?

POSITION

STAFF: Staff has no position at this time.

ISSUE11B: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of undisputed charges?

POSITION

STAFF: Staff has no position at this time.

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

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

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

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Supra's end users? If so, which end user line charges should Supra be required to pay BellSouth?

POSITION

STAFF: Staff has no position at this time.

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

POSITION

STAFF: Staff has no position at this time.

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

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

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

POSITION

STAFF: Staff has no position at this time.

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

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

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

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

ISSUE25A: Should BellSouth charge Supra Telecom only for UNEs that it orders and uses?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

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

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

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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?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

ISSUE32B: Based on Supra Telecom's network configuration as of January 31, 2001, has Supra Telecom met these criteria?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

ISSUE 38: Is BellSouth required to provide Supra Telecom with nondiscriminatory access to the same databases BellSouth uses to provision its customers?

POSITION

STAFF: Staff has no position at this time.

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?



POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

ISSUE 42: What is the proper time frame for either party to render bills?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

ISSUE 45: Should BellSouth be required to post on its web-site all BellSouth interconnection agreements with third parties? If so, when?

POSITION

STAFF: Staff has no position at this time.

ISSUE 46: Is BellSouth required to provide Supra Telecom the capability to submit orders electronically for all wholesale services and elements?

POSITION

STAFF: Staff has no position at this time.

ISSUE 47: When, if at all, should there be manual intervention on electronically submitted orders?

POSITION

STAFF: Staff has no position at this time.

ISSUE 48: Is BellSouth obligated to provide Supra Telecom with billing records? If so, which records should be provided and in what format?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

ISSUE 51: Should BellSouth be allowed to impose a manual ordering charge when it fails to provide an electronic interface?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

ISSUE 53: How should the demarcation points for UNEs be determined?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

ISSUE 57: Should BellSouth be required to provide downloads of RSAG, LFACS, PSIMS and PIC databases without license agreements and without charge?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

ISSUE 62: Should BellSouth be required to provide completion notices for manual orders for the purposes of the interconnection agreement?

POSITION

STAFF: Staff has no position at this time.

ISSUE 63: Under what circumstances, if any, would BellSouth be permitted to disconnect service to Supra for nonpayment?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

STAFF: Staff has no position at this time.

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?

POSITION

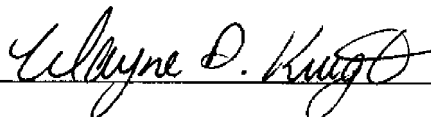
STAFF: Staff has no position at this time.

- e. Pending Motions
- f. Pending Confidentiality Claims or Requests
- g. Compliance with Order No. PSC-01-1401-PCO-TP

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

Respectfully submitted this 22nd day of August, 2001.



WAYNE D. KNIGHT, Staff Counsel

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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 22nd day  
of August, 2001, to the following:

BellSouth Telecommunications,  
Inc.  
Nancy White/Michael P. Goggin  
c/o Ms. Nancy H. Sims  
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Tallahassee, FL 32301-1556

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WAYNE D. KNIGHT, Staff Counsel

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