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April 15, 2002

**VIA HAND DELIVERY**

Blanca S. Bayo, Director  
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Re: Docket No.: 011119-TP

Dear Ms. Bayo:

On behalf of XO Florida, Inc. (XO), enclosed for filing and distribution are the original and 15 copies of the following:

- ▶ XO Florida, Inc.'s Prehearing Statement.

Also enclosed is a disk containing the Prehearing Statement. Please acknowledge receipt of the above on the extra copy of each and return the stamped copies to me. Thank you for your assistance.

Sincerely,

*Vicki Gordon Kaufman*  
Vicki Gordon Kaufman

AUS	_____
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**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition by XO Florida,  
Inc. for arbitration of  
Unresolved issues with BellSouth  
Telecommunications, Inc.

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Docket No.: 011119-TP  
Filed: April 15, 2002

**XO FLORIDA, INC.'S PREHEARING STATEMENT**

**A. APPEARANCES:**

**DANA SHAFFER**, Vice President, Regulatory Counsel, XO Communications, Inc., 105 Molloy Street, Suite 300, Nashville, TN 37201-2315; **HENRY CAMPEN** and **JOHN A. DOYLE, JR.**, Parker, Poe, Adams & Bernstein, Post Office Box 389, 1400 First Union Capital Center, Raleigh, NC 27602-0389 and **VICKI GORDON KAUFMAN**, McWhirter, Reeves, McGlothlin, Davidson, Decker, Kaufman, Arnold & Steen, P.A., 117 S. Gadsden Street, Tallahassee, FL 32301.

**B. WITNESSES:**

Direct

<u>Witness</u>	<u>Subject Matter</u>	<u>Issues</u>
Rex Knowles	modification of loop after ordering, XO entitlement to tandem interconnection rate, effect of tariff changes on interconnection agreement	4, 7, 8,
John Seaton	credit and deposit policy	11

Rebuttal

Rex Knowles	modification of loop after ordering, XO entitlement to tandem interconnection rate, effect of tariff changes on interconnection agreement	4, 7, 8,
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DOCUMENT NUMBER - DATE

04177 APR 15 02

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**C. EXHIBITS:****Direct**

<u>Number</u>	<u>Witness</u>	<u>Description</u>
<u>(RK-1)</u>	Rex Knowles	Rate Centers/ XO NPA/NXX (CONFIDENTIAL)
<u>(RK-2)</u>	Rex Knowles	XO Florida LATA 460 Rate Centers Miami LATA (CONFIDENTIAL)

**Rebuttal**

<u>(RK-3)</u>	Rex Knowles	Affidavit of Tom Whitaker
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**D. STATEMENT OF BASIC POSITIONS:**

There are four issues that remain to be decided in this case. The first deals with whether, once XO orders a loop from BellSouth, BellSouth can unilaterally modify that loop without XO's consent. Once XO has determined that a BellSouth loop meets XO's needs and has ordered that loop, BellSouth should not be able to modify that loop or do anything to the loop that would disrupt service to an XO customer. BellSouth's "solution" -- that XO be required to order a particular type of loop -- is no solution at all. First, ordering the loop BellSouth wants suggests XO use does not guarantee that service will not be disrupted. Second, and equally important, XO has serious concerns about loop quality and BellSouth's ability to provision the loop BellSouth suggests (the UCL-ND loop).

Second, XO contends that it is entitled to reciprocal compensation at the tandem interconnection rate because, pursuant to the Commission's ruling in 000075-TP, XO's switch serves an area geographically comparable to BellSouth's tandem. BellSouth's position appears to be that XO has not provided enough information on this issue. However, XO has clearly demonstrated, through its testimony and its discovery responses, that its switch serves a comparable area.

Third, it is XO's position that subsequent tariff changes by BellSouth cannot serve to modify the interconnection agreement. It is the agreement that governs the parties' relationship. Unilateral modifications through tariff changes should not be permitted.

Fourth, BellSouth refuses to accept the very same credit and deposit requirements that it wants to impose on XO. XO simply wants symmetry; if BellSouth thinks its credit and deposit policy is reasonable as to ALECs, it should be applicable to BellSouth.

**E. STATEMENT OF ISSUES AND POSITIONS:**

**Issue 1:** Under what circumstances should Bellsouth be permitted to charge XO for cancellation of an order for services or network elements?

**Settled.**

**Issue 2:** Under what circumstances should Bellsouth be permitted to charge XO for expediting an order for services or network elements?

**Settled.**

**Issues 3:** Dropped.

**Issue 4:** After XO has ordered a loop, should BellSouth be allowed to modify that loop without XO's consent?

**XO:** \*No. Once XO has ordered a loop, BellSouth should not be permitted to make any modifications to it without XO's consent. To permit BellSouth to unilaterally modify the loop could result in disruption to XO customers.\*

**Issue 5:** What are the appropriate definitions of "Common Transport" and "Tandem Switching"?

**Settled.**

**Issue 6:** Under what circumstances is XO entitled to symmetrical compensation for leased facility interconnection?

**Settled.**

**Issue 7(a):** Is XO entitled to the tandem switching rate for the exchange of local traffic?

**XO:** \*Yes. In its decision in Docket No. 000075-TP, the Commission found that an ALEC is entitled to compensation at the tandem rate when it shows that its switch serves an area geographically comparable to the ILEC tandem. XO has made such a demonstration in its testimony and discovery responses.\*

**Issue 8:** Should BellSouth be able to change the rates, terms and conditions of this agreement by referring to the jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff?

**XO:** \*No. The interconnection agreement governs the parties' relationship. BellSouth should not be able to unilaterally modify the parties' agreement through tariff changes.\*

**Issue 9:** When one or both parties have the technology to automatically identify the jurisdiction of traffic, what is the appropriate process for transitioning to the use of such technology for message recording and billing purposes?

**Settled.**

**Issue 10:** Attachment 6, 2.3 of the Parties' Interconnection Agreement provides that

“Upon XO’s request, and subject to execution of a testing agreement, the Parties shall work cooperatively to test newly implemented interface versions on a mutually agreeable schedule. Each Party shall be responsible for building its side of the interface prior to testing.”

Should this section of the Agreement also provide that:

“BellSouth shall provide reasonable notice of any such new release and freeze date, and shall act in good faith to grant any reasonable request of XO to support the prior industry standard version of the interface pending appropriate testing of the current industry standard interface”?

**Settled.**

**Issue 11:** Should BellSouth be subject to the same credit and deposit requirements as XO when purchasing services from XO?

**XO:** \*Yes. If BellSouth believes its policy to be reasonable for ALECs, it should be reasonable for application to BellSouth.\*

**Issue 12:** What type of equipment may XO collocate in the BellSouth premises?

**Settled.**

**Issue 13:** May XO directly connect with other interconnectors within the BellSouth Premises through co-carrier cross connects?

**Settled.**

**Issue 14:** May BellSouth require XO to use a separate entrance to collocation space?

**Settled.**

**F. STIPULATED ISSUES:**

The issues noted above have been settled.

**G. PENDING MOTIONS:**


XO Florida, Inc.'s Request for Specified Confidential Classification and Motion for Protective Order Regarding Mr. Knowles Direct Testimony, filed April 2, 2002.

XO Florida, Inc.'s Request for Representation by a Qualified Representative (Dana Shaffer), filed April 9, 2002.

XO Florida, Inc.'s Request for Representation by a Qualified Representative (Henry C. Campen, Jr.) filed April 15, 2002.

**H. OTHER MATTERS:**

None at this time.



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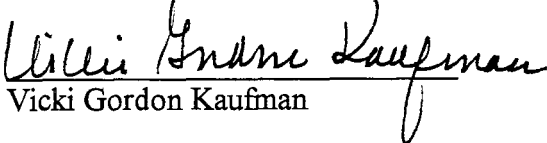
**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that a true and correct copy of the foregoing XO Florida, Inc's Prehearing Statement, has been furnished by (\*) hand delivery or by U.S. Mail on this 15<sup>th</sup> day of April, 2002, to the following:

(\*) Jason Fudge  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

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c/o Nancy Sims  
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Vicki Gordon Kaufman