

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for arbitration concerning complaint of AT&T Communications of the Southern States, LLC, Teleport Communications Group, Inc., and TCG South Florida for enforcement of interconnection agreements with BellSouth Telecommunications, Inc.

DOCKET NO. 020919-TP

APRIL 4, 2003

STAFF'S PREHEARING STATEMENT

Pursuant to Order No. PSC-02-1652-PCO-TP, issued November 26, 2002, the Staff of the Florida Public Service Commission files its Prehearing Statement.

a. All Known Witnesses

Staff has no witnesses at this time.

b. All Known Exhibits

Staff has no exhibits at this time.

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.

DOCUMENT NUMBER-DATE

03185 APR-48

FPSC-COMMISSION CLERK

d. Staff's Position on the Issues

ISSUE A: What is the Commission's jurisdiction in this matter?

STAFF: Part II of the Federal Telecommunications Act of 1996 (Act) sets forth provisions regarding the development of competitive markets in the telecommunications industry. Section 251 of the Act regards interconnection with the incumbent local exchange carrier and Section 252 sets forth the procedures for negotiation, arbitration, and approval of agreements.

State Commissions retain primary authority to enforce the substantive terms of agreements they have approved pursuant to Sections 251 and 252 of the Act. Iowa Utilities Board v. Federal Communications Commission, 120 F. 3d 753, 804 (8th Cir. 1997). A petition has been filed requesting the Commission's review of an agreement the Commission previously approved to determine if the parties are in compliance with that agreement. Based on Iowa Utilities Board and Section 252 (c)(1), the Commission have the authority to review the complaint.

ISSUE 1A: Do the terms of the Second Interconnection Agreement as defined in AT&T's complaint apply retroactively from the expiration date of the First Interconnection Agreement as defined in AT&T's complaint, June 11, 2000, forward?

STAFF: The terms, conditions, and prices of the Second Interconnection Agreement apply between BellSouth and AT&T from June 11, 2000, forward, except for the reciprocal compensation rates.

ISSUE 1B: If the answer to Issue 1(a) is "yes," is AT&T entitled to apply the reciprocal compensation rates and terms of the Second Interconnection Agreement only from July 1, 2001, forward?

STAFF: Staff believes that the parties agree that the reciprocal compensation rates and terms of the Second Interconnection Agreement apply from July 1, 2001, forward.

ISSUE 2: Does the term "Local Traffic" as used in the Second Interconnection Agreement identified in AT&T's complaint include all "LATAwide" calls, including all calls originated or terminated through switched access arrangements as established by the state commission or FCC?

STAFF: Staff has no position at this time.

ISSUE 3: Under the terms of the Second Interconnection Agreement, do reciprocal compensation rates and terms apply to calls originated or terminated through switched access arrangements as established by the state commission or FCC?

STAFF: Staff has no position at this time.

ISSUE 4: If the answer to Issue 3 is "yes," has BellSouth breached the Second Interconnection Agreement?

STAFF: Staff has no position at this time.

ISSUE 5: If the answer to Issue 4 is "yes," what remedies are appropriate?

STAFF: Staff has no position at this time.

e. Pending Motions

AT&T's Second Motion to Strike which is scheduled to be heard at the April 15, 2003, Agenda Conference.

f. Pending Confidentiality Claims or Requests

Staff is not aware of any pending confidentiality claims or requests.

g. Compliance with Order No. PSC-02-1652-PCO-TP

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

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Respectfully submitted this 4th Day of April, 2003.

A handwritten signature in black ink, appearing to read 'PATRICIA A. CHRISTENSEN', written over a horizontal line.

PATRICIA A. CHRISTENSEN
Staff Counsel

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that one true and correct copy of Staff's
Prehearing Statement, has been furnished by U.S. Mail, this 4th Day
of April, 2003, to the following:

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