

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration  
of unresolved issues in  
negotiation of interconnection  
agreement with BellSouth  
Telecommunications, Inc. by  
ITC^DeltaCom Communications,  
Inc. d/b/a ITC^DeltaCom.

DOCKET NO. 030137-TP  
FILED: JULY 31, 2003

STAFF'S PREHEARING STATEMENT

Pursuant to Order No. PSC-03-0534-PCO-TP, issued on April 23, 2003, 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.

Staff notes that several issues were resolved by the parties after the filing of the Petition for Arbitration but prior to the entry of the Order Establishing Procedure. Those issues were identified as closed in the Order Establishing Procedure and are as follows: Issues 4, 7, 11(c), 12, 13(a), 14, 16, 19, 20(a), 22, 35, 38, 43, 48, 49, 65(a), 68. These issues have not been included in this Prehearing Statement.

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In addition to the issues which were previously closed, staff understands that the parties have continued to discuss resolution of issues. Staff believes that following issues have been resolved and the issue will indicated such: Issues 3, 5, 6, 8(b), 10, 13(b), 15, 17, 18, 23, 24, 27, 28, 29, 32, 39, 40, 41, 42, 50, 51, 52, 53, 54, 55, 61, 65(b), 69, 70, 71. Furthermore, staff believes that the parties have agreed to request deferral of Issues 30, 31, 33, and 34 pending the release of the FCC's Triennial Review Order.

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. Pursuant to Section 252 of the Act, the Commission has jurisdiction to arbitrate interconnection agreements. The Commission also has jurisdiction pursuant to Chapters 364 and 120, Florida Statutes.

**ISSUE 1:** Term of the Agreement

a) Should the new interconnection agreement provide that the parties continue to operate under that Agreement or under BellSouth's Standard Interconnection Agreement pending the determination of the Commission's ruling in any future arbitration?

**STAFF:** Staff has no position at this time.

b) What should be the length of the term of the agreement resulting from this arbitration?

**STAFF:** Staff has no position at this time.

**ISSUE 2: Directory Listings**

a) Should BellSouth provide DeltaCom, for the term of this Agreement, the same directory listing language found in the BellSouth/AT&T Interconnection Agreement?

**STAFF:** Staff has no position at this time.

b) Should BellSouth be required to provide an electronic feed of the directory listings of DeltaCom customers?

**STAFF:** Staff has no position at this time.

c) Should DeltaCom have the right to review and edit its customers' directory listings?

**STAFF:** Staff has no position at this time.

d) Should there be a credit or PMAP measure for accuracy of directory listings and, if so, what should be the credit or PMAP measure?

**STAFF:** Staff has no position at this time.

**ISSUE 3: Advance Notice of Changes to Resold Offerings**

Should BellSouth provide advance notice of changes to resale offerings? If so, how much advance notice should be given?  
**(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 5: Access to Pending Order Information and Status of Order Information**

a) Should BellSouth be required to provide the same amount of pending order service detail to DeltaCom that BellSouth provides to its retail representatives? **(Resolved)**

**STAFF:** Staff has no position at this time.

b) Should BellSouth be required to provide information regarding the status of an order to DeltaCom to the same degree as that it provides to its retail representatives? **(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 6:** Facility Check Information

Should BellSouth be required to provide to DeltaCom facility check information electronically in the same manner it does to BellSouth's retail operations? **(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 8:** Universal or Integrated Digital Loop Carrier ("UDLC/IDLC") Technology

a) Should BellSouth be required to provide an unbundled loop using IDLC technology to DeltaCom which will allow DeltaCom to provide consumers the same quality of service (i.e., no additional analog to digital conversions) as that offered by BellSouth to its customers? If so, under what rates, terms and conditions should it be provided?

**STAFF:** Staff has no position at this time.

b) Should BellSouth be required to provide an unbundled loop using UDLC technology to DeltaCom? If so, under what rates, terms and conditions should it be provided? **(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 9:** OSS Interfaces

Should BellSouth be required to provide interfaces for OSS to DeltaCom which have functions equal to that provided by BellSouth to BellSouth's retail division?

**STAFF:** Staff has no position at this time.

**ISSUE 10:** Completion Notifier

Should BellSouth be required to provide DeltaCom a completion notifier? (**Resolved**)

**STAFF:** Staff has no position at this time.

**ISSUE 11:** Access to UNEs

a) Should the interconnection agreement specify that the rates, terms and conditions of the network elements and combinations of network elements are compliant with state and federal rules and regulations?

**STAFF:** Staff has no position at this time.

b) Should all network elements be delivered to DeltaCom's collocation arrangement?

**STAFF:** Staff has no position at this time.

**ISSUE 13:** Testing of UNEs

b) How long should the parties have to perform cooperative testing once a request is received from the other party? (**Resolve**)

**STAFF:** Staff has no position at this time.

**ISSUE 15:** DADAS

Should the rates, terms and conditions for DADAS be included in the interconnection agreement? (**Resolved**)

**STAFF:** Staff has no position at this time.

**ISSUE 17:** Provisioning and Cutovers

What terms and conditions should apply to provisioning and cutovers? (**Resolved**)

**STAFF:** Staff has no position at this time.

ISSUE 18: Testing of NXXs, Call Forwarding Variable and Remote Access to Call Forwarding Variable

a) Should DeltaCom be allowed to use the call forwarding, call forwarding variable, and remote access to call forwarding variable for testing whether NXXs are being correctly translated in the BellSouth network? **(Resolved)**

**STAFF:** Staff has no position at this time.

b) If so, what rates should apply? **(Resolved)**

**STAFF:** Staff has no position at this time.

ISSUE 20: SS7

b) Where should the parties' interconnection point be for the exchange of SS7 traffic?

**STAFF:** Staff has no position at this time.

ISSUE 21: Dark Fiber Availability

Does BellSouth have to make available to DeltaCom dark fiber loops and transport at any technically feasible point?

**STAFF:** Staff has no position at this time.

ISSUE 23: Dark Fiber Holding Period

Should BellSouth hold the dark fiber for DeltaCom after receiving a valid, error-free LSR? If so, for how long? **(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 24:** Rate and Provision of Performance Data

a) Should BellSouth be required to provide performance data for end-user customer line, traffic characteristics and common (shared) transport? If so, should BellSouth be required to provide performance data on BellSouth's common (shared) transport when DeltaCom traffic is routed through it? (**Resolved**)

**STAFF:** Staff has no position at this time.

b) If required to provide such performance data, what rate should BellSouth charge DeltaCom for the performance data? (**Resolved**)

**STAFF:** Staff has no position at this time.

**ISSUE 25:** Provision of ADSL Where DeltaCom is the UNE-P Local Provider

Should BellSouth continue providing an end-user with ADSL service where DeltaCom provides UNE-P local service to that same end user on the same line?

**STAFF:** Staff has no position at this time.

**ISSUE 26:** Local Switching - Line Cap and Other Restrictions

a) Is the line cap on local switching in certain designated MSAs only for a particular customer at a particular location?

**STAFF:** Staff has no position at this time.

b) Should the Agreement include language that prevents BellSouth from imposing restrictions on DeltaCom's use of local switching?

**STAFF:** Staff has no position at this time.

c) Is BellSouth required to provide local switching at market rates where BellSouth is not required to provide local switching as a UNE? Does the Florida Public Service Commission have the authority to set market rates for local switching? If so, what should be the market rate?

**STAFF:** Staff has no position at this time.

**ISSUE 27:** Treatment of Traffic Associated with Unbundled Local Switching but Using DeltaCom's CIC

Should calls originated by a DeltaCom end-user or BellSouth, end-user and terminated to either DeltaCom or BellSouth be treated as local if the call originates and terminates within the LATA? **(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 28:** Local Switching

What local switching provisions should be in the interconnection agreement? **(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 29:** AIN Triggers

Should BellSouth be required to offer AIN triggers on a stand-alone basis via DeltaCom's STPS? **(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 30:** Provision of Combinations

a) What terms and conditions should apply to the provision of UNE combinations? **(Deferred pending the issuance of the FCC's Triennial Review Order.)**

**STAFF:** Staff has no position at this time.



b) Should BellSouth be required to provide DeltaCom the same conditions for network elements and combinations that BellSouth has provided to other carriers?

**STAFF:** Staff has no position at this time.

**ISSUE 31:** EELs

Are new EELs ordered by DeltaCom subject to local use restrictions? (Deferred pending the issuance of the FCC's Triennial Review Order.)

**STAFF:** Staff has no position at this time.

**ISSUE 32:** Availability of EELs

Should BellSouth be required to make EELs available everywhere? (Resolved)

**STAFF:** Staff has no position at this time.

**ISSUE 33:** Special Access Conversions to EELs

Can DeltaCom provide a blanket certification that refers to all three safe harbors for special access conversions? (Deferred pending the issuance of the FCC's Triennial Review Order.)

**STAFF:** Staff has no position at this time.

**ISSUE 34:** Audits

Under what circumstances would DeltaCom be required to reimburse BellSouth for the full cost of an audit? (Deferred pending the issuance of the FCC's Triennial Review Order.)

**STAFF:** Staff has no position at this time.

**ISSUE 36:** UNE/Special Access Combinations

a) Should DeltaCom be able to connect UNE loops to special access transport?

**STAFF:** Staff has no position at this time.

b) Does BellSouth combine special access services with UNEs for other CLECs?

**STAFF:** Staff has no position at this time.

**ISSUE 37:** Conversion of a Special Access Loop to a UNE Loop that Terminates to DeltaCom's Collocation

Where DeltaCom has a special access loop that goes to DeltaCom's collocation space, can that special access loop be converted to a UNE loop?

**STAFF:** Staff has no position at this time.

**ISSUE 39:** Definition and Treatment of Local Traffic and Tandem Switching

a) Should local traffic be defined as any call that originates and terminates within the LATA, is originated by either a DeltaCom or BellSouth end-user, and is terminated to a DeltaCom or BellSouth end-user? **(Resolved)**

**STAFF:** Staff has no position at this time.

b) Does DeltaCom's switch perform tandem switching? **(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 40:** Point of Interconnection ("POI")

a) Can DeltaCom select a single POI per LATA? **(Resolved)**

**STAFF:** Staff has no position at this time.

b) If so, should each party pay its own costs to reach that POI within the LATA? (**Resolved**)

**STAFF:** Staff has no position at this time.

c) Should DeltaCom's existing POIs be grandfathered (i.e., not moved to an end office)? (**Resolved**)

**STAFF:** Staff has no position at this time.

**ISSUE 41:** Percent Local Facilities ("PLF")

Should DeltaCom be required to report a PLF to BellSouth? (**Resolved**)

**STAFF:** Staff has no position at this time.

**ISSUE 42:** Audits of PIU/PLU

Should a party have to pay for an audit when their reported factors are more than 20 percentage points overstated? (**Resolved**)

**STAFF:** Staff has no position at this time.

**ISSUE 44:** Establishment of Trunk Groups for Operator Services, Emergency Services, and Intercept

Should the interconnection agreement set forth the rates, terms and conditions for the establishment of trunk groups for operator services, emergency services, and intercept?

**STAFF:** Staff has no position at this time.

**ISSUE 45:** Switched Access Charges Applicable to BellSouth

Should DeltaCom be able to charge BellSouth switched access charges where BellSouth is the interexchange carrier?

**STAFF:** Staff has no position at this time.

**ISSUE 46:** BLV/BLVI

Does BellSouth have to provide BLV/BLVI to DeltaCom? If so, what should be the rates, terms and conditions?

**STAFF:** Staff has no position at this time.

**ISSUE 47:** Compensation for the Use of DeltaCom's Collocation Space ("Reverse Collocation")

Should BellSouth be required to compensate DeltaCom when BellSouth collocates in DeltaCom's collocation space? If so, should the same rates, terms and conditions apply to BellSouth that BellSouth applies to DeltaCom?

**STAFF:** Staff has no position at this time.

**ISSUE 50:** Subsequent Application Fee and Application Modification

Can BellSouth charge a subsequent application fee and/or other charges when no work is actually required? (**Resolved**)

**STAFF:** Staff has no position at this time.

**ISSUE 51:** Reciprocity of Charges (OSS Charges, Expedite Charges, "Change in Service Provider or Disconnect Charges", and any other Charges)

a) Is DeltaCom entitled to assess charges to BellSouth for work performed on LSRs sent from BellSouth to DeltaCom (i.e., an OSS charge)? (**Resolved**)

**STAFF:** Staff has no position at this time.

b) Should DeltaCom be able to assess against BellSouth a "Change in Service Provider" charge? (**Resolved**)

**STAFF:** Staff has no position at this time.

c) Should DeltaCom be able to assess charges for work or performance for BellSouth? **(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 52:** Sharing of Cost of Facilities for Transit Traffic

a) Should BellSouth share 50% of the cost of the interoffice dedicated transport and local channel when BellSouth routes its originating local traffic over the transit trunk group? **(Resolved)**

**STAFF:** Staff has no position at this time.

b) Should DeltaCom be compensated for common transport and compensation minutes for this traffic? **(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 53:** Rates and Charges not Ordered by the Commission

a) Should BellSouth be permitted to impose charges related to UNEs that have not been ordered by the Commission in its recent Order in the generic docket for setting UNE rates? **(Resolved)**

**STAFF:** Staff has no position at this time.

b) Should BellSouth provide rate sheets for its contracts that specifically and separately identify those rates that have been approved by a Commission from those rates that BellSouth is proposing? **(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 54:** Reimburse Costs to Accommodate Modifications

Can BellSouth impose a charge that has not been approved by the Commission for changes to an order after an FOC has been issued? **(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 55:** Resend of CFA Fee

Should DeltaCom pay for BellSouth having to resend a CFA? If so, how much? (**Resolved**)

**STAFF:** Staff has no position at this time.

**ISSUE 56:** Cancellation Charges

a) May BellSouth charge a cancellation charge which has not been approved by the Commission?

**STAFF:** Staff has no position at this time.

b) Are these cancellation costs already captured in the existing UNE approved rates?

**STAFF:** Staff has no position at this time.

**ISSUE 57:** Rates and Charges for Conversion of Customers from Special Access to UNE-based Service

a) Should BellSouth be permitted to charge for DeltaCom for converting customers from a special access loop to a UNE loop?

**STAFF:** Staff has no position at this time.

b) Should the Agreement address the manner in which the conversion will take place? If so, must the conversion be completed such that there is no disconnect and reconnect (i.e, no outage to the customer)?

**STAFF:** Staff has no position at this time.

**ISSUE 58:** Unilateral Amendments to the Interconnection Agreement

a) Should the Interconnection Agreement refer to BellSouth's website address to Guides such as the Jurisdictional Factor Guide?

**STAFF:** Staff has no position at this time.

b) Should BellSouth be required to post rates that impact UNE services on its website?

**STAFF:** Staff has no position at this time.

**ISSUE 59:** Payment Due Date

Should the payment due date begin when BellSouth issues the bill or when DeltaCom receives the bill? How many days should DeltaCom have to pay the bill?

**STAFF:** Staff has no position at this time.

**ISSUE 60:** Deposits

a) Should the deposit language be reciprocal?

**STAFF:** Staff has no position at this time.

b) Must a party return a deposit after generating a good payment history?

**STAFF:** Staff has no position at this time.

**ISSUE 61:** Method of Filing Billing Disputes

Should BellSouth use the same form and procedure for submitting a billing dispute to DeltaCom that BellSouth imposes on DeltaCom?  
(Resolved)

**STAFF:** Staff has no position at this time.

**ISSUE 62:** Limitation on Back Billing

Should there be a limit on the parties' ability to back-bill for undercharges? If so, what should be the time limit?

**STAFF:** Staff has no position at this time.

**ISSUE 63:** Audits

Should the Agreement include language for audits of the parties' billing for services under the interconnection agreement? If so, what should be the terms and conditions?

**STAFF:** Staff has no position at this time.

**ISSUE 64:** ADUF

What terms and conditions should apply to the provision of ADUF records?

**STAFF:** Staff has no position at this time.

**ISSUE 65:** Notification of Changes to OSS and Changes of Business Rules/Practices

b) Should BellSouth be required to provide notice 60 days in advance of deployment of OSS changes that would impact DeltaCom? **(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 66:** Testing of End-User Data

Should BellSouth provide testing of DeltaCom end-user data? If so, what are the rates, terms, and conditions for such testing?

**STAFF:** Staff has no position at this time.

**ISSUE 67:** Availability of OSS Systems

Should BellSouth be allowed to shut down OSS systems during normal working hours (8 a.m. to 5 p.m.) without notice or consent from DeltaCom?

**STAFF:** Staff has no position at this time.



**ISSUE 69: Inadvertent Transfer of Customers**

Should there be a process to allow a carrier to return an end-user to its preferred provider in situations where the end-user was inadvertently transferred to DeltaCom from BellSouth or to BellSouth from DeltaCom? If so, what should that process be? **(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 70: Reimbursement of Costs for Trouble Analysis and Error Resolution**

Can DeltaCom recover its costs from BellSouth where BellSouth's errors require DeltaCom to do trouble analysis and error resolution? If so, what rates should apply? **(Resolved)**

**STAFF:** Staff has no position at this time.

**ISSUE 71: Reciprocity of Porting Procedures**

Should the parties utilize the same porting procedures? **(Resolved)**

**STAFF:** Staff has no position at this time.

e. Pending Motions

Staff is aware of no pending motions.

f. Pending Confidentiality Claims or Requests

1. On May 19, 2003, ITC^DeltaCom filed a claim of confidentiality for DN 04481-03, Jerry Watts' direct testimony Exhibit JW-1 and Don J. Wood's direct testimony Exhibit No. DJW-3.

2. On June 25, 2003, ITC^DeltaCom filed a claim of confidentiality for DN 05688-03, Jerry Watts' rebuttal testimony Exhibit JW-3.

3. On July 28, 2003, BellSouth filed its notice of intent to request specified confidential classification of DN 06803-03, Responses to staff's First Request for Production of Documents No.

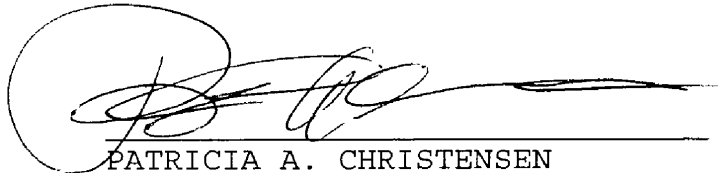
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g. Compliance with Order No. PSC-03-0534-PCO-TP

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

Respectfully submitted this 31<sup>st</sup> day of July, 2003.

A handwritten signature in black ink, appearing to be 'Patricia A. Christensen', written over a horizontal line. The signature is stylized and cursive.

PATRICIA A. CHRISTENSEN  
Staff Counsel

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CERTIFICATE OF SERVICE

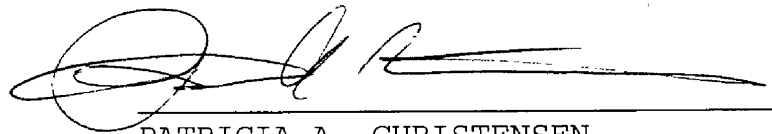
I HEREBY CERTIFY that one true and correct copy of Staff's  
Prehearing Statement has been furnished by U.S. Mail, this 31<sup>st</sup> day  
of July, 2003, to the following:

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