State of Florida

Public Service Commission

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-M-E-M-O-R-A-N-D-U-M-

DATE: February 10, 2011

TO: Office of Commission Clerk (Cole)

FROM: Division of Regulatory Analysis (Bloom, Trueblood)
Office of the General Counsel (Murphy)

RE: Docket No. 090501-TP – Petition for arbitration of certain terms and conditions of an interconnection agreement with Verizon Florida, LLC by Bright House Networks Information Services (Florida), LLC.

AGENDA: 02/22/11 – Regular Agenda – Motion For Reconsideration of Final Post Hearing Order – Oral Argument Requested

COMMISSIONERS ASSIGNED: Edgar, Brisé

PREHEARING OFFICER: Brisé

CRITICAL DATES: None

SPECIAL INSTRUCTIONS: None

FILE NAME AND LOCATION: S:\PSC\RAD\WP\090501.RCM.DOC

Case Background

A hearing was held in this Florida Public Service Commission ("Commission") Docket on May 25, 2010. The issues in the case were addressed by a Commission panel at the November 9, 2010 Commission Conference and Order No. PSC-10-0711-FOF-TP ("Order") was issued on December 3, 2010. On December 17, 2010, Bright House Networks Information Services (Florida) LLC ("Bright House") filed its Motion for Reconsideration of the Order ("Motion for Reconsideration") and Request for Oral Argument. An Amended Request for Oral Argument ("Amended Request for Oral Argument") was filed by Bright House the same day. On December 27, 2010, Verizon Florida LLC ("Verizon") filed its Opposition to Motion for Reconsideration and Request for Oral Argument ("Opposition").

The substance of the Bright House Motion for Reconsideration relates to Hearing Issues 7, 24 and 36.[1] The Motion for Reconsideration and Opposition as they relate to Issue 7 are addressed at Issue 2 of this Recommendation. The Motion for Reconsideration and Opposition as they relate to Issues 24 and 36 are addressed at Issue 3 of this Recommendation. The Amended Request for Oral Argument and Opposition are addressed at Issue 1 of this Recommendation.

This Commission has jurisdiction over the subject matter pursuant to Chapters 364 and 120, Florida Statutes.

[1] **Issue 7**: Should Verizon be allowed to cease performing duties provided for in this agreement that are not required by applicable law?
Issue 24: Is Verizon obliged to provide facilities from Bright House's network to the point of interconnection at total element long run incremental cost ("TELRIC") rates?
Issue 36: What terms should apply to meet-point billing, including Bright House's provision of tandem functionality for exchange access services?

Discussion of Issues

Issue 1: Should the Commission grant the Bright House Amended Request for Oral Argument?

Recommendation: No. The Commission should deny the Bright House Amended Request for Oral Argument. (Murphy)

Staff Analysis: Rule 25-22.0022(3), Florida Administrative Code, provides that "[g]ranting or denying a request for oral argument is within the sole discretion of the Commission." Rule 25-22-0022(1), Florida Administrative Code, specifies that "[t]he request for oral argument shall state with particularity why oral argument would aid the Commissioners . . . in understanding and evaluating the issues to be decided. The request must also state "the amount of time requested for oral argument."

Bright House asserts the following as the entire argument in support of its Amended Request:

> Oral argument would aid the Commissioners in their evaluation of the nuanced and complex issues raised in Bright House's Motion. Moreover, Bright House believes that oral argument would facilitate the Commissioner's deliberations of these points the decisions upon which will have lasting impact on these companies, as well as broader implications on the market as a whole.

In its Opposition, Verizon asserts that "Bright House has offered no valid reason for the Commission to grant oral argument on its Motion. Contrary to Bright House's argument, the Motion raises no 'nuanced or complex issues' that oral argument would help the Commission to evaluate." After evaluating perceived failures of the Bright House's underlying Motion, Verizon concludes that "[t]he Commission should deny Bright House's Amended Request for Oral Argument, along with its Motion. Bright House gives no indication that it would do anything at oral argument other than re-argue points already in the record or try to introduce new evidence and argument into the record, both of which would be improper on reconsideration."

Staff believes that the decision to either grant or deny oral argument is solely within the discretion of the Commission. However, staff does not believe that the Commissioners would benefit from oral argument because Bright House's arguments are adequately contained in its Motion for Reconsideration. Accordingly, staff recommends that the Commission deny Bright House's Amended Request for Oral Argument. If the Commission would like to hear oral argument on this item, staff recommends allowing five minutes per side.

Issue 2: Should the Commission reconsider its Decision regarding Issue 7?

Recommendation: No. The Commission should deny the Bright House Motion for Reconsideration of Issue 7. (Murphy)

Staff Analysis:

LEGAL STANDARD

The parties agree that: 1) reconsideration is only appropriate when there is "a point of fact or law that the Commission overlooked or failed to consider in rendering its order," pursuant to *Stewart Bonded Warehouse, Inc. v. Bevis*, 294 So. 2d 315 (Fla. 1974); *Diamond Cab Co. v. King*, 146 So. 2d 889 (Fla. 1962); and *Pingree v. Quaintance*, 394 So. 2d 161 (Fla. 1st DCA 1981); 2) reconsideration is not for reargument of "matters that have already been considered," pursuant to *Sherwood v. State*, 111 So. 2d 96 (Fla. 3d DCA 1959), *citing State ex. rel. Jaytex Realty Co. v. Green*, 105 So. 2d 817 (Fla. 1st DCA 1958); and, 3) reconsideration will not be granted "based upon an arbitrary feeling that a mistake may have been made, but should be based upon specific factual matters set forth in the record and susceptible to review," pursuant to *Stewart Bonded Warehouse*, 294 So. 2d at 317. The referenced standards are consistent with prior Commission Orders.[2] The Commission has also recognized that,

> [a]n opinion should never be prepared merely to refute the arguments advanced by the unsuccessful litigant. For this reason it frequently occurs that an opinion will discuss some phases of a case, but will not mention others. Counsel should not from this fact draw the conclusion that the matters not discussed were not considered.[3]

BRIGHT HOUSE

In its Motion for Reconsideration, Bright House asks that the Commission "reconsider its determination to allow Verizon's proposed language in Section 50 of the contract's General Terms and Conditions to remain in place." This subject was addressed by the Commission as Issue 7 in the hearing. In support of its Motion for Reconsideration, Bright House argues the following: 1) The language permits Verizon to unilaterally stop providing service on 30 days notice. 2) Unilateral action by Verizon may force Bright House to seek emergency relief from the Commission or from a court. 3) The result will be rushed filings and rulings, significant attorney expenses, and lack of certainty as to the status of the service in question. 4) It would be

[2] *See* Order No. PSC-08-0549-PCO-TP, issued August 19, 2008, in Dockets Nos. 070691-TP and 080036-TP, *citing:* Order No. PSC-07-0783-FOF-EI, issued September 26. 2007; Order No. PSC-07-0561-FOF-SU; issued July 5, 2007, in Docket No. 060285-SU; Order No. PSC-06-1028-FOF-EU, issued December 11, 2006, in Docket No. 060635-EU.

[3] Order No. PSC-08-0549-PCO-TP, issued August 19, 2008, in Dockets Nos. 070691-TP and 080036-TP, *quoting* Jaytex, 105 So.2d at 819.

more reasonable to rely on the "change in law" provision[4] in the contract which includes a negotiation period and the right to bring a dispute to the Commission for resolution. 5) The Commission has overlooked that "under the negotiated 'change in law' provision in the agreement, Verizon will be able to seek and obtain expedited relief from the Commission – that is, an order permitting it to cease providing a service under the Agreement – if, in fact such an order is appropriate." 6) Instead, the Commission found that "Verizon's Section 50 language was necessary to deal with the situation 'in which a legal obligation is entirely eliminated and nothing remains to be negotiated.'" (quoting Order at 5). 7) Expedited relief is available to Verizon "under the agreed-to 'change in law' provision-- an ability that seems not to have been considered by the Commission in any way." 8) The "justification for giving Verizon the unilateral right to cease providing services is, to put it mildly, highly attenuated." 9) The adoption of Verizon's language in Section 50 will not cut down on disputes and Verizon has the option to expedited relief under the "change in law" provision of Section 4.6 of the contract. 10) The Commission did not consider the relief available to Verizon under the "change in law" provision and asks that the Commission strike Section 50 from the final agreement.

VERIZON

In its Opposition, Verizon recounts the Commission's language from the Order at page 5 as follows: the Interconnection Agreement is not a mutual voluntary agreement; Verizon is allowed to cease performing duties under the agreement that are not required by applicable law; depending on circumstances, cessation will be handled pursuant to the "change in law" or the "withdrawal of services" provisions of the contract; "withdrawal of services" applies when the duty to provide service is eliminated entirely and thus, there is nothing to negotiate.

Verizon asserts that Bright House offers no valid basis for reconsideration and is instead rearguing various points already considered by the Commission. Bright House has previously made, and the Commission previously considered, arguments that the contested language will permit Verizon to make unilateral determinations regarding contract obligations, lead to more disputes, result in rushed filings, increase expenses, and, create a lack of certainty. Providing extensive record citations, Verizon observes that these arguments have been made by Bright House in its witness testimony, in its prehearing statement, at hearing, in its post hearing brief, and in its post hearing reply brief. Verizon asserts that these arguments were expressly considered and rejected by the Commission in its Order at pages 2-3 and 5.

Verizon reiterates that reargument of matters that have already been considered is not a sufficient ground for reconsideration and asserts the following: 1) Bright House is merely repackaging its prior arguments. 2) If the option of expedited relief under the "change in law" provision was overlooked by the Commission, it is because expedited relief was not specifically argued by Bright House and cannot be raised at this time as a grounds for reconsideration. 3) The expedited process argument is just a variation of the claim made by Bright House throughout the proceeding that the "change in law" provisions are sufficient and the "change in law" provisions are not needed. 4) The Commission rejected Bright House's same arguments that were raised in

[4] The parties refer to this provision as both "change in law" and "change of law". There is also variation between upper and lower case letters. For consistency, staff has used "change in law" throughout, even within quotations by the parties.

its post hearing brief. 5) In the Order at page 2, the Commission specifically noted Bright House's argument that the "withdrawal of services" language in GTC Section 50 is not needed in light of the procedures under Section 4.6 of the ICA. 6) The Commission ruled more broadly that "Verizon did not have to pursue any recourse **at all** from the Commission. Rather, the Commission held that, if Verizon does not have a legal obligation to provide service or make a payment, it can stop providing the service or making the payment." (emphasis in Opposition). In such a situation, no relief from the Commission is required.

STAFF ANALYSIS

Having reviewed the Bright House Motion for Reconsideration, the Verizon Opposition, and the record, staff believes that Verizon is persuasive in its argument that Bright House is simply rearguing its case regarding Issue 7. This is an insufficient ground for reconsideration pursuant to *e.g., Sherwood v. State*, 111 So.2d 96 (Fla. 3rd DCA 1959) and prior Commission Orders.

Staff believes the issue of whether the language in Section 50, "withdrawal of services," was needed in light of the procedures available to Verizon in Section 4.6 "change in law," was addressed throughout the proceeding, in the staff post hearing recommendation, in the Order, and when the matter was considered by the Commission in its post hearing vote. Just before Issue 7 was voted upon by the Commission, in response to a question from the bench, staff explained that "[w]e thought [Section 50] was overkill and not necessary, given that they have a right to go through the procedure in 4.6, which is the 'change in law.'"[5] This position was specifically rejected by the Commission. There was a statement from the bench that Verizon had been persuasive in its argument that Section 50 was needed *in addition* to Section 4,[6] followed by a restatement of the intent of the motion on Issue 7: "Section 50 should be allowed and not unwarranted, as staff has suggested."[7] This decision is reflected in the Order at page 5.

Expedited Relief

Bright House provides no record citation to having raised the "expedited relief" argument, and does not assert that it raised the argument, prior to asking for reconsideration. Moreover, an electronic search of the hearing record for "expedited relief" yields no results. Staff believes that Verizon is persuasive in its assertion that the availability of expedited relief under the "change in law" provisions of Section 4.6 is not properly raised for the first time by Bright House on reconsideration. *See e.g.,* Order No. PSC-99-1453-FOF-TP, issued on July 26, 1999, in Docket No. 981008-TP.[8] Thus, staff believes that the only aspect of the Motion for Reconsideration of Issue 7 that is not *reargument,* is a *new argument* raised for the first time. Neither is permissible for reconsideration.

Finally, staff notes that the Commission did consider the Section 4.6 procedures and determined that Section 50 is nonetheless, "needed to address the situation in which a legal

[5] November 9, 2010 Agenda Conference, Item 12 TR at 8.
[6] November 9, 2010 Agenda Conference, Item 12 TR at 9-10.
[7] November 9, 2010 Agenda Conference, Item 12 TR at 11.
[8] Having raised an argument for the first time in a motion for reconsideration, the party had "not identified anything that [the Commission] overlooked or failed to consider in rendering [its] decision."

obligation is eliminated and nothing remains to be negotiated." Order at 5. The Commission went on to find that circumstances would dictate whether the Section 4.6 or Section 50 provisions should be followed. Order at 5. Staff believes that, even if the "expedited relief" argument had been made by Bright House previously, that argument does not overcome the determination by the Commission that a procedure *other than Section 4.6* is needed to address the situation in which the legal obligation to serve is eliminated and nothing remains to be negotiated.

CONCLUSION

Based on the foregoing, staff recommends that the Commission deny the Bright House Motion for Reconsideration of Issue 7.

Issue 3: Should the Commission grant Bright House's Motion to Reconsider Issues 24 and 36?

Recommendation: No. The Commission should deny Bright House's Motion to Reconsider Issues 24 and 36. (Murphy)

Staff Analysis:

LEGAL STANDARD

As discussed in more detail above in Issue 2, the parties agree that: 1) reconsideration is only appropriate when there is a point of fact or law that the Commission overlooked or failed to consider in rendering its order; 2) reconsideration is not for reargument of matters that have already been considered; and, 3) reconsideration will not be granted based upon an arbitrary feeling that a mistake may have been made, but should be based upon specific factual matters set forth in the record and susceptible to review. Staff notes that the referenced standards are consistent with prior Commission Orders and that the Commission has also recognized that failure to specifically discuss an argument in an order does not mean that the argument was not considered.

BRIGHT HOUSE

Bright House asks that the Commission reconsider its decision in two related issues[9] and determine that "since third-party [interexchange carrier] traffic is plainly 'exchange access' traffic within the meaning of Section 251(c)(2) [of the Act], that that section applies to both the physical interconnection arrangements between the parties for exchanging third-party IXC traffic, as well as the pricing applicable to those physical arrangements."

In support of this Motion, Bright House asserts the following: 1) It asked for contract provisions that recognize that when an interexchange carrier (IXC) routes traffic from its network, through Verizon's tandem, and onward to Bright House's network, the traffic is "exchange access" traffic within the meaning of Section 251(c)(2) of the Communications Act. 2) Section 251(c)(2) requires Verizon to interconnect with Bright House, at any technically feasible point, for the "transmission and routing of telephone service and exchange access." 3) For the exchange of traffic subject to this statutory provision, A) Bright House gets to select the (technically feasible) point of interconnection and affected interconnection arrangements and B) services are priced at total element long run incremental cost ("TELRIC"). 4) In the proceeding, Bright House argued that the traffic at issue is "exchange access" within the meaning of the statute. If this argument is correct, Bright House must prevail; however, there is no evidence in the Order that the Commission ever considered this central argument. 5) Specifically, the Commission appears to have overlooked, or failed to consider, the following points: A) traffic bound to or from third-party IXCs is plainly "exchange access" traffic within the meaning of 47 U.S.C. § 153(16) (defining the term "exchange access");[10] B) interconnection under 47 U.S.C. § 251(c)(2) is required for "exchange access" traffic, so Section 251(c)(2) clearly covers third-party IXC long distance traffic; C) this is supported by *Implementation of the Local Competition*

[9] Issues 24 and 36.
[10] Definition renumbered as 47 U.S.C. § 153(20), effective October 8, 2010.

Provisions in the Telecommunications Act of 1996, First Report and Order, 11 FCC Rcd 15499 (1996) ("*Local Competition Order*") at ¶ 191 (noting that a carrier's ***own*** toll traffic is not eligible, on its own, for Section 251(c)(2) interconnection) (emphasis in Motion). Bright House concludes that the Commission is bound to apply these rules and rulings in resolving arbitrations pursuant to 47 U.S.C. § 252(c).

Concisely stated, Bright House argues that

> [W]hile the statute expressly requires interconnection for the "transmission and routing of . . . exchange access," and while Bright House expressly argued that third party IXC traffic constituted "exchange access" traffic subject to the statute, the "Decision" on this issue does not cite the statute, does not quote the statutory language, and, indeed, never uses the key term "exchange access" at all. The only reasonable conclusion in these circumstances is that the Commission overlooked or failed to consider this point of law in rendering its decision.

VERIZON

Generally, Verizon asserts that the Commission had no reason to make any ruling about whether third-party access traffic sent over the Access Toll Connecting ("ATC") trunks fits the "exchange access" definition under section 251(c)(2), because the Commission correctly found that these trunks are not used for section 251(c)(2) interconnection. Verizon argues the following: 1) No law supports the Bright House proposals which rely on "an interpretation of the FCC's rules that neither the FCC nor any state Commission has adopted in the Act's 14-year history." 2) Bright House admitted that its proposal to unilaterally designate the meet point for jointly provided access services would be an exception to industry rules. 3) There is no precedent for Bright House's "conflation of meet-point billing arrangements with the Act's local interconnection regime." 4) The Bright House record includes no citations or references to any jurisdictions in which a TELRIC pricing scheme for ATC trunks is in place. 5) The relevant portions of the Order repeatedly refer to "exchange access," repeatedly cite section 251(c)(2), and the Commission's recognition of Bright House's central argument is stated in the Order as follows:

> Integral to Bright House's argument regarding pricing for access toll connecting trunks is an assertion that the facilities are used to provide "exchange access." Bright House relies on 251(c)(2)(A) of the Act, which imposed on ILECs an interconnection obligation "for the transmission and routing of telephone exchange and exchange access."

6) The Order quotes Bright House's brief for its theory regarding TELRIC pricing for the ATC trunks used to route third-party long-distance and acknowledges Bright House's argument that section 251(c)(2) gives it the unilateral right to designate the meet point for exchange access traffic carried to and from third-party IXCs. 7) Bright House's theory failed because the

provision of access service to a third party is part of the access regime, not part of the § 251(c)(2) interconnection regime.

Verizon concludes that Bright House simply disagrees with the Commission's analysis and asserts that such disagreement is not a sufficient ground for reconsideration.

STAFF ANALYSIS

Having reviewed the Bright House Motion for Reconsideration, the Verizon Opposition, and the record, staff believes that Verizon is persuasive in its argument that Bright House is simply rearguing its case regarding Issues 24 (regarding TELRIC pricing) and 36 (regarding meet-point billing and tandem functionality). Staff believes that this is an insufficient ground for reconsideration pursuant to *e.g., Sherwood v. State*, 111 So.2d 96 (Fla. 3rd DCA 1959) and prior Commission Orders.

In its Order, the Commission addresses Bright House's arguments as follows:

1) Specifically refers to § 251(c)(2) ten times;[11] quotes Bright House arguments regarding § 251(c)(2) at pages 7 and 12; quotes § 251(c)(2) at pages 22 through 23.
2) Specifically refers to "exchange access" in excess of 40 times.[12]
3) Specifically refers to "TELRIC" 17 times.[13]
4) Specifically refers to "meet-point" in excess of 50 times.[14]
5) Specifically refers to 47 U.S.C. § 153(16) once.[15]

Staff agrees with Bright House that the Commission did not specifically reference *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996,* First Report and Order, 11 F.C.C.R. 15499 (1996) at ¶ 191, which is relied upon by Bright House in its Initial Post Hearing Brief at footnote 12 as legal authority for the Bright House's assertion that "[f]or toll calls one carrier makes to the other's end users, the originating carrier pays the terminating carrier's intrastate access rates." The Bright House footnote reads, "Access charges apply in this case because for this traffic, the originating LEC is essentially acting as a toll carrier. *See Local Competition Order* at ¶¶ 191-192 (interexchange carriers are not entitled to Section 251(c)(2) interconnection solely to carry their own toll traffic)." Staff believes that this authority is not dispositive of these issues and that the Commission is not required to specifically reference all arguments made in the proceeding. *See Jaytex*, 105 So.2d at 819.

[11] Order at 7, 8, 9, 12, 15, 17, 19, and 22.
[12] Order at 7, 11, 12, 14, 15, 17, 20, 23, 24, 26, 27, 28, and 29.
[13] Order at 7, 8, 9, 10, and 29.
[14] Order at 11, 12,13,14, 15, 16, 17, 18, 20, 22, and 29.
[15] Order at 20. The Commission tracks that definition in its Order at page 26 as follows, "[e]xchange access refers to the use of local facilities for the origination and termination of telephone toll services," and at page 27 as follows, "[t]he parties agree that exchange access means the offering of access to telephone exchange services for the purpose of the origination and termination of telephone toll services." While this is in the context of a related issue, the Commission was clearly mindful of the meaning of "exchange access." *See also* comment at footnote 10.

TELRIC Pricing

The Commission's review of TELRIC pricing for the facilities at issue is found in the Order at pages 6 through 10. In its Motion, Bright House asserts that, on the issue of exchange access, "[o]ur concern is that there is no evidence from the face of the Order that our central statutory argument was ever considered by the Commission ***at all***" (emphasis original). Staff believes that the Commission addressed Bright House's argument that ATC trunks should be considered "exchange access" pursuant to § 251(c)(2)(A) of the Act.[16] Indeed, the Commission specifically rejected Bright House's argument that the trunks in question are used "in support of interconnection" under § 251(c)(2)(A) of the Act,[17] instead finding that ATC trunks do not exist for the mutual exchange of traffic between two carriers, and thus can not be described as "exchange access."

The Commission based its decision regarding TELRIC pricing on the following: 1) the requirements of 47 CFR 51.5; 2) an FCC determination in the TRRO that companies such as Verizon are not required to provide unbundled access to entrance facilities such as the facilities at issue; 3) Bright House's failure, when asked directly, to identify any FCC rulings supporting the Bright House position that the facilities at issue are interconnection facilities under § 251(c)(2); and 4) a determination that recent cases relied upon by Bright House apply to the pricing of facilities for the mutual exchange of traffic as opposed to the pricing of access toll connecting trunks.[18]

Meet-Point

Similarly, Bright House asserts that the Commission failed to consider its § 251(c)(2) "exchange access" argument in the context of meet-point billing traffic. However, staff believes that the Commission did not fail to consider Bright House's argument. The Commission's review of meet-point billing and tandem functionality is found at pages 11 through 15 of the Order. The Bright House §251(c)(2) "exchange access" argument was discussed by the Commission at page 12 of the Order.

Bright House argues that Section 251(c)(2) governs interconnection for meet-point billing traffic and that Bright House has the unilateral right to designate the meet-point for jointly-provided service to IXCs in the same way it designates the point of interconnection (POI) for the transmission and routing of other telephone exchange and exchange access service. However, the Commission determined that when two LECs jointly provide access service to a third-party IXC, the meet-point should be mutually decided by both parties.

In reaching its decision, the Commission determined that Bright House's unilateral meet-point determination argument does not comport with the MECAB/MECOD guidelines recognized by both parties as industry-standard. The Commission noted that the POI and the meet-point are selected differently and are for different types of traffic. The meet-point for the

[16] Order at 7.
[17] *Compare* Order at 7, (quoting Bright House) *with* Order at 9-10
[18] Order at 9-10.

exchange of third party IXC traffic is mutually decided by Bright House and Verizon. Whereas, pursuant to §251(c)(2), Bright House is entitled to determine the POI for the linking of two networks for the exchange of mutual traffic. The Commission determined that accepting Bright House's argument[19] would require the Commission to ignore the distinction between a meet-point and a POI.[20]

In its Opposition, Verizon recounts the various ways in which the Commission considered the Bright House arguments and characterizes the Commission's decision as a determination that the provision of access service to a third party is part of the access regime, not part of the § 251(c)(2) interconnection regime.

CONCLUSION

Staff believes that Verizon is correct in its argument that Bright House simply disagrees with the Commission's analysis and that Bright House is impermissibly rearguing its case. Staff also agrees with Verizon that Bright House has not presented sufficient grounds for reconsideration. Thus, staff recommends that the Commission should deny Bright House's Motion to Reconsider Issues 24 and 36.

[19] Referred to by Verizon in its Opposition as Bright House's "conflation of meet-point billing arrangements with the Act's local interconnection regime."
[20] Order at 14.

Issue 4: Should this Docket be closed?

Recommendation: No. This Docket should remain open pending the filing and administrative review of an interconnection agreement which conforms to the decisions reached by the Commission in this Docket. (Murphy)

Staff Analysis: This Docket should remain open pending the filing and administrative review of an interconnection agreement which conforms to the decisions reached by the Commission in this Docket, and then the Docket can be administratively closed.