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February 20, 1998

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

RE: Docket No. 971140-TP

Dear Mrs. Bayo:

Enclosed for filing in the above referenced docket on behalf of AT&T of the Southern States Inc. (AT&T) are the Rebuttal Testimony and Exhibits of David Eppsteiner, Robert V. Falcone, Joseph Gillan and Richard J. Walsh. Also included is AT&T's Pre-hearing Statement.

Copies of the foregoing are being served on all parties of record in accordance with the attached Certificate of Service. Thank you for your assistance in this matter.

ACK
AFA
APP Sincerely,

CAF
CMU *Tracy Hatch*
CTR Tracy Hatch

EAG
LEG
LIN *5 orig*

OPC
RCH
SEC
WAS
OTH

*Eppsteiner - 02478-98
Falcone - 02479-98
Gillan - 02480-98
Walsh - 02481-98*

pre hearing statement
DOCUMENT NUMBER-DATE
02477 FEB 20 88
FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE
DOCKET NO. 971140-TP


I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U. S. Mail or hand delivery to the following parties of record this 20th day of February, 1998:

Ms. Nancy White
c/o Mrs. Nancy H. Sims
BellSouth Telecommunications
150 South Monroe Street, Suite 400
Tallahassee, FL 32301

Richard D. Melson
Hopping Boyd Sams & Smith
Post Office Box 6526
Tallahassee, FL 32314

Thomas K. Bond
MCI Telecommunications Corp.
Suite 700
780 Johnson Ferry Road
Atlanta, GA 30342

Charles Pellegrini
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850


Tracy Hatch

B. Exhibits

Witness: David Eppsteiner

Exhibit: Title:

DE-1 Excerpts from the AT&T/BellSouth
Interconnection Agreement

Witness: John P. Lynott

Exhibit: Title:

JPL-1 Direct Testimony filed 11/13/97

JPL-2 Rebuttal Testimony filed 12/09/97

JPL-3 Florida NRCM 2.1 Service Type

JPL-4 Florida NRCM 2.0 Price Proposal

JPL-5 AT&T/MCI Non-Recurring Cost Model
(NCRM) Release 2.0

JPL-6 Nonrecurring Cost Technical
Assistance Binder (NATB)

C. Basic Position

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by MCI Metro)
 Access Transmission Services, Inc.)
 to Set Non-Recurring Charges for) Docket No. 971140-TP
 Combination of Network Elements)
 with BellSouth Telecommunications,)
 Inc.) Filed: 02/20/97
 _____)

AT&T'S Prehearing Statement

AT&T Communications of the Southern States, Inc. (hereinafter "AT&T"), pursuant to Rule 25-22.038, Florida Administrative Code, and Order No. PSC-98-0090-PCO-TP, hereby submits its Prehearing Statement in the above-referenced docket.

A. and B. Witnesses and Exhibits

AT&T intends to sponsor the testimony of the following witnesses:

	<u>Witnesses and Exhibits:</u>	<u>Issues:</u>
	David Eppsteiner (Direct and Rebuttal)	4(a), 4(b), 5, 6, 10
	Direct DE-1	Excerpts from the AT&T/BellSouth Interconnection Agreement
	Rebuttal DE-1	Illustration of Types of Usage Data
	Joseph Gillan (Direct and Rebuttal)	5, 6, 7
	Rebuttal JPG-1	Comparison of Service Resale and Network Element-Based Competition

CK _____
 FA / _____
 PP _____
 AF _____
 MU _____
 TR _____
 EAG _____
 LEG _____
 LIN _____
 OPC _____
 RCH _____
 SEC _____
 WAS _____
 OTH _____

DOCUMENT NUMBER-DATE
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Richard Walsh	(Direct* and Rebuttal)	8
Direct JPL-1	Direct Testimony filed 11/13/97	
Direct JPL-2	Rebuttal Testimony filed 12/09/97	
Direct JPL-3	Florida NRCM 2.1 Service Type	
Direct JPL-4	Florida NRCM 2.0 Price Proposal	
Direct JPL-5	AT&T/MCI Non-Recurring Cost Model (NCRM) Release 2.0	
Direct JPL-6	Nonrecurring Cost Technical Assistance Binder (NATB)	
Rebuttal RJW-1	Adjusted BellSouth NRC Rates For Migration of Loop/Port Combinations	

* Richard Walsh will be adopting the Direct testimony of John P. Lynott.

Robert V. Falcone	(Rebuttal)	5,6
Rebuttal RVF-1		
Rebuttal RVF-2		
Rebuttal RVF-3		
Rebuttal RVF-4		

C. Basic Position

The questions faced by the Commission in this proceeding will determine when or even whether there will be an opportunity for new entrants to effectively compete with BellSouth on any commercially significant manner. The clear and unambiguous of the Interconnection Agreement between AT&T and BellSouth as

approved by the Commission indicates that BellSouth must provide UNEs on a stand-alone basis or in combination at the rates set forth in the Agreement, regardless of whether any combinations of elements recreate or duplicate a BellSouth service. There is no basis in the Interconnection Agreement, the Commission's orders, the 8th Circuit's decisions, or the Telecom Act of 1996 to suggest that the prices of combinations of UNEs could be priced at anything other than the cost-based UNE rates established by the Commission. Moreover, it is not practically possible for an entrant to fully recreate a BellSouth Service.

D.-F. Positions on the Issues

ISSUE 1: Does the BellSouth-MCI interconnection agreement specify how prices will be determined for combinations of unbundled network elements

- a) that do not recreate an existing BellSouth retail telecommunications service?

Position: No position

- b) that do create an existing BellSouth retail telecommunications service?

Position: No position

ISSUE 2: If the answer to either part or both parts of Issue 1 is yes, how is the price(s) determined?

Position: No position

ISSUE 3: If the answer to either part or both parts of Issue 1 is no, how should the price(s) be determined?

Position: No position

ISSUE 4: Does the BellSouth-AT&T interconnection agreement specify how prices will be determined for combinations of unbundled network elements

- a) that do not recreate an existing BellSouth retail telecommunications service?

Position: The clear and unambiguous of the Interconnection Agreement between AT&T and BellSouth as approved by the Commission indicates that BellSouth must provide UNEs on a stand-alone basis or in combination at the rates set forth in the Agreement, regardless or whether any combinations of elements recreate or duplicate a BellSouth service.

- b) that do create an existing BellSouth retail telecommunications service?

The clear and unambiguous of the Interconnection Agreement between AT&T and BellSouth as approved by the Commission indicates that BellSouth must provide UNEs on a stand-alone basis or in combination at the rates set forth in the Agreement, regardless or whether any combinations of elements recreate or duplicate a BellSouth service.

ISSUE 5: If the answer to either part or both parts of Issue 4 is yes, how is the price(s) determined?

Position: No position, assuming that this issue is related to the MCI/BellSouth Issue No. 1. Otherwise see Issue 6.

ISSUE 6: If the answer to either part or both parts of Issue 4 is no, how should the price(s) be determined?

Position: The prices for UNE combinations are the cost-based rates established by the Commission and as set forth in the AT&T/BellSouth Interconnection Agreement regardless of whether such combinations recreate a

BellSouth service. There is no basis in the Interconnection Agreement, the Commission's orders, the 8th Circuit's decisions, or the Telecom Act of 1996 to suggest that the prices of combinations of UNEs could be priced at anything other than the cost-based UNE rates established by the Commission.

ISSUE 7: What standard should be used to identify what combinations of unbundled network elements recreate existing BellSouth retail telecommunications services?

Position: It is not practically possible for an entrant to fully recreate a BellSouth Service. Moreover, any such distinction is irrelevant to the question of the appropriate prices to be charged for UNE combinations.

ISSUE 8: What is the appropriate non-recurring charge for each of the following combinations of network elements for migration of an existing BellSouth customer:

- (a) 2-wire analog loop and port;
- (b) 2-wire ISDN loop and port;
- (c) 4-wire analog loop and port; and
- (d) 4-wire DS1 and port?

Position: The appropriate rates for the above items are set forth in the testimony of John P. Lynott as adopted by Richard Walsh.

ISSUE 9: Does the BellSouth-MCIIm interconnection agreement require BellSouth to record and provide MCIIm with the switched access usage data necessary to bill interexchange carriers when MCIIm provides service using unbundled local switching purchased from BellSouth either on a stand-alone basis or in combination with other unbundled network elements?

Position: No Position.

ISSUE 10: Does the AT&T-BellSouth interconnection agreement require BellSouth to record and provide AT&T with detail usage data for switched access service, local exchange service and long distance service necessary for AT&T to bill customers when AT&T provides service using unbundled network elements either alone or in combination?

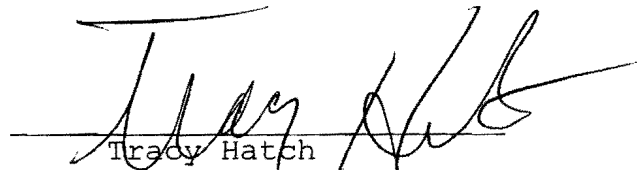
Position: The Interconnection Agreement clearly requires BellSouth to provide the data needed by AT&T to appropriately bill its customers.

G. Stipulated Issues: NONE

H. Pending Motions: NONE

I. Other Requirements: There are no other requirements that AT&T cannot comply with.

Respectfully submitted,



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Attorney for AT&T
COMMUNICATIONS OF THE
SOUTHERN STATES, INC.