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October 27, 2000

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Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Conference Center, Room 110
Tallahassee, Florida 32399-0850

Re: Docket No. 000084-TP

Dear Ms. Bayo:

Enclosed herewith for filing in the above-referenced docket on behalf of US LEC of Florida Inc. ("US LEC") are the following documents:

1. Original and fifteen copies of the Prefiled Rebuttal Testimony of Wanda Montano, with confidential portions redacted, and Redacted Confidential Exhibit _ (WM-1); **13853-00**
2. Original and fifteen copies of the Prefiled Rebuttal Testimony of Timothy J. Gates, and Exhibits __ (TJG-1) and __ (TJG-2); **13854-00**
3. Original and fifteen copies of US LEC's Prehearing Statement and a disk containing a copy of the Prehearing Statement in Word Perfect 6.0; and **13850-00**
4. Original and fifteen copies of US LEC's Notice of Intent to Request Confidential Classification, with the unredacted version of Ms. Montano's Prefiled Rebuttal Testimony and unredacted Confidential Exhibit _ (WM-1) enclosed in an envelope marked "Confidential". **13851-00**

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me. **13852-00**

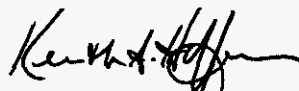
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 ECR _____
 LEG 1
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 PAI _____
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 SEC 1
 SER _____
 OTH _____

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Thank you for your assistance with this filing.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth A. Hoffman". The signature is fluid and cursive, with a large initial "K" and a long, sweeping underline.

Kenneth A. Hoffman

KAH/rl

Enclosures

Trib.3

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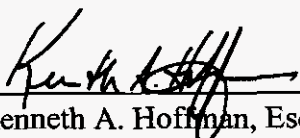
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished by hand delivery(*) and United States Mail to the following this 27th day of October, 2000:

Kip Edenfield, Esq.
BellSouth Telecommunications, Inc.
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Michael P. Goggin, Esq.
c/o Nancy H. Sims
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Tallahassee, Florida 32301-1556

Diana Caldwell, Esq.(*)
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Room 370
Tallahassee, FL 32399-0850



Kenneth A. Hoffman, Esq.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition by BellSouth Telecommunications, Inc.)
for approval of arbitration of an interconnection)
agreement with US LEC of Florida, Inc. pursuant)
to the Telecommunications Act of 1996.)
_____)

Docket No. 000084-TP

Filed: October 27, 2000

**PREHEARING STATEMENT OF
US LEC OF FLORIDA, INC.**

US LEC of Florida, Inc. ("US LEC"), by and through its undersigned counsel, and pursuant to the requirements of Order No. PSC-00-1483-PCO-TP issued August 17, 2000 ("Order Establishing Procedure"), hereby submits its Prehearing Statement in the above-referenced docket.

A. APPEARANCES

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DOCUMENT NUMBER-DATE

13850 OCT 27 8

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B. WITNESSES

US LEC intends to call the following witnesses to offer testimony on the issues in this docket.

<u>Direct Witness</u>	<u>Issues</u>
Wanda Montano	1, 2, 3 and 6b
Timothy J. Gates	3, 4, 5, 6a, 6b, 7, 8 and 9
<u>Rebuttal Witness</u>	
Wanda Montano	6b
Timothy J. Gates	3, 5 and 8

US LEC reserves the right to call additional witnesses, witnesses to respond to issues or matters raised by BellSouth for the first time in its rebuttal testimony, witnesses to respond to Commission inquiries not addressed in direct or rebuttal testimony, and witnesses to address issues not presently designated that may be designated by the Prehearing Officer at the Prehearing Conference to be held on November 8, 2000.

C. EXHIBITS

US LEC intends to offer the following exhibits:

<u>Witness</u>	<u>Exhibits</u>	<u>Description</u>
Timothy J. Gates (Rebuttal)	TJG-1	Decision of Arbitration Panel designated by Michigan PSC, in Case No. U-12382, issued July 5, 2000
	TJG-2	Order of Michigan Public Service Commission adopting arbitrated agreement, in Case No. 12382, issued August 17, 2000

<u>Witness</u>	<u>Exhibits</u>	<u>Description</u>
Wanda Montano (Rebuttal)	Confidential (WM-1)	Description of US LEC's network and points of interconnection with BellSouth's network

US LEC reserves the right to use demonstrative exhibits and to introduce exhibits for cross-examination, impeachment, rebuttal or any other purpose authorized by the applicable Florida Rules of Evidence and the rules of this Commission.

D. STATEMENT OF BASIC POSITION

On or about June 22, 1999, BellSouth Telecommunications, Inc. ("BellSouth") and US LEC, through the adoption provisions of Section 252(i) of the Telecommunications Act of 1996 ("1996 Act"), entered into an interconnection agreement which was subsequently approved by the Commission. The agreement expired on December 31, 1999. BellSouth and US LEC have agreed to continue service pursuant to its terms until such time as a new interconnection agreement is in effect. The new interconnection agreement resulting from this arbitration proceeding will be retroactive to January 1, 2000.

Since the filing of BellSouth's Petition for Arbitration on January 25, 2000, BellSouth and US LEC have continued to negotiate the rates, terms and conditions for a new interconnection agreement. The parties remain in negotiations. Absent a resolution of the open issues remaining between BellSouth and US LEC, US LEC requests the Commission to approve its positions and proposed language for the issues which remain in dispute between the two parties.

E. US LEC'S POSITIONS ON THE ISSUES

Issue 1: Should BellSouth be required to include US LEC's logo on the cover of BellSouth's White Page and Yellow Page Directories?

US LEC: Yes. Placement of US LEC's logo on BellSouth's White Page and Yellow Page Directories is required under Section 251(b)(3) of the 1996 Act. To the extent BellSouth or its publishing affiliate charges US LEC for access to these directories, it should also charge BellSouth for such access.

Issue 2: Should BellSouth be required to provide US LEC's subscriber listing information (SLI) to third parties? If so, under what terms?

US LEC: Yes. Provision of US LEC's subscriber listing information to third parties is required under Sections 222(e) and 252(b)(3) of the 1996 Act and applicable FCC rules. To the extent BellSouth receives any compensation from the sale of subscriber lists that include US LEC listings to third parties, BellSouth should share that revenue with US LEC on a proportionate basis.

Issue 3: Should BellSouth be permitted to designate more than one Point of Interface in the same LATA for BellSouth originated traffic to be delivered to US LEC? If so, under what conditions?

US LEC: No. BellSouth should not be permitted to impose network inefficiencies on US LEC. BellSouth should only be able to designate more than one Point of Interface per LATA if it has sufficient traffic terminating to US LEC at each Point of Interface to utilize at least 75% of the interconnection facility's capacity. BellSouth's proposal to identify multiple points of interconnection and require US LEC to provide transport from these multiple points of interconnection to US LEC's network is inconsistent with the 1996 Act and FCC orders implementing the 1996 Act.

Issue 4: What is the appropriate definition of "serving wire center" for purposes of defining transport of the parties' respective traffic?

US LEC: BellSouth's definition of serving wire center and the use of that definition for determining compensation for leased facility interconnection is inappropriate and results in an artificial increase in costs for US LEC. BellSouth's proposal would cause US LEC to incur costs that BellSouth does not incur given the configuration of their networks. US LEC has proposed language that would insure that symmetrical compensation is achieved for leased facility interconnection for traffic carried over the same route.

Issue 5: Should parties be required to provide facilities for the transport of traffic from a Point of Interface (POI) to their own end users?

US LEC: Yes. BellSouth should be required to provide its own facilities to carry BellSouth's originated traffic to the US LEC network. The FCC has

confirmed that each local exchange company bears the responsibility of operating and maintaining the facilities used to transport and deliver traffic on its side of the Point of Interface. It is inappropriate to impose any charges for local interconnection on US LEC for BellSouth interconnection trunks terminating at US LEC's network which provide mutual benefits for both parties through the exchange of traffic. US LEC should be similarly responsible for local interconnection trunks up to its Point of Interface with BellSouth's network.

Issue 6a: Which rates should apply for the transport and termination of local traffic: composite or elemental?

US LEC: The Commission should order a composite rate for transport and termination that reflects the long-run incremental costs of providing those services. FCC Rule 51.711(a) requires that US LEC be allowed to charge BellSouth a symmetrical rate of compensation based upon the rate that BellSouth charges US LEC for terminating traffic on the BellSouth network. The Commission should order a symmetrical tandem termination rate equal to BellSouth's tariffed rates for tandem switching, one tandem transport termination, tandem transport mileage and end office switching.

Issue 6b: If elemental rates apply, should US LEC be compensated for the tandem switching elemental rates for purposes of reciprocal compensation?

US LEC: Yes. Consistent with FCC Rule 51.711(a)(3), US LEC's switch serves a geographic area comparable to the area served by BellSouth's tandem switch. Accordingly, US LEC should be compensated pursuant to BellSouth's tandem interconnection rate. Although not required under the FCC rule, US LEC's central switch in each Florida market provides the same functionality over the same geographic area as BellSouth's tandem and end office switches.

Issue 7: Should ISP-bound traffic be treated as local traffic for the purposes of reciprocal compensation, or should it be otherwise compensated?

US LEC: The Commission repeatedly has found ISP-bound calls are to be treated as local calls and there is no reasonable method or reason to distinguish those calls from other local calls. Consistent with public policy, economic objectives, this Commission's decisions in prior cases, and the decision of the D.C. Circuit Court of Appeals reversing and remanding portions of the FCC's Declaratory Ruling on this subject, BellSouth should pay US LEC reciprocal compensation for calls to those customers who happen to be ISPs - - at the same composite rate utilized for all other local traffic.

Issue 8: Should US LEC be allowed to establish its own local calling areas and assign its NPA-NXX for local use anywhere within such areas, consistent with applicable law, so long as it can provide information permitting BellSouth as the originating carrier to determine whether reciprocal compensation or access charges are due for any particular call?

US LEC: Yes. US LEC should be allowed to establish its own local calling areas and assign its NPA-NXX for local use anywhere within such areas. Consistent with BellSouth's long-standing and Commission approved foreign exchange service, calls originated by a BellSouth customer to a US LEC NPA-NXX within BellSouth's local calling area are rated as and should be construed to be local calls subject to reciprocal compensation. The calls are handled the same and cost the same regardless where US LEC's customers are located and the fact that US LEC may incur additional costs to transport a call once it has been handed off to US LEC is a business decision of US LEC that has no impact on the proper rating of the call as a local subject to reciprocal compensation.

Issue 9: Should ISP-bound traffic be considered local traffic for the purposes of calculating Percent Local Usage (PLU)?

US LEC: ISP-bound traffic is clearly local traffic if the call is originated by a BellSouth customer to an NPA-NXX within the BellSouth local calling area and should be included in the PLU calculation.

F. STIPULATIONS

No issues have been stipulated to as this time.

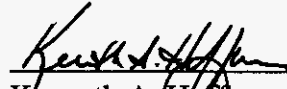
G. PENDING MOTIONS

There are no motions pending at this time.

H. OTHER REQUIREMENTS

There is no requirement in the Order Establishing Procedure that cannot be complied with at this time by US LEC.

Respectfully submitted,



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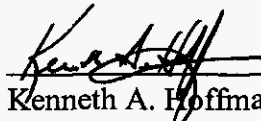
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