



**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition of Sprint )  
Communications Company Limited )  
Partnership for arbitration of )  
certain unresolved terms and )  
conditions of a proposed renewal )  
or current interconnection )  
agreement with BellSouth )  
Telecommunications, Inc. )  
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DOCKET NO. 000828-TP  
Filed: May 23, 2001

**SPRINT'S MOTION FOR RECONSIDERATION OR CLARIFICATION  
OF ORDER NO. PSC-01-1095-FOF-TP**

Pursuant to Rules 25-22.060 and 28-106.204, F.A.C., Sprint Communications Company Limited Partnership ("Sprint") files this Motion for Reconsideration and/or Clarification of Order No. PSC-01-1095-FOF-TP ("Order"). Sprint seeks reconsideration and/or clarification of the Florida Public Service Commission's ("Commission") May 8, 2001 order relating to Sprint's arbitration with BellSouth regarding the terms and conditions of their interconnection agreement. Reconsideration is appropriate when the decision-maker ignored, misinterpreted or misapplied the law applicable to the evidence in the proceeding or overlooked and failed to consider the significance of certain evidence. See Diamond Cab Co. v. King, 146 So. 2d 889 (Fla. 1962). Sprint respectfully submits that in its resolution of Issue 28 (a) the Commission overlooked or failed to consider certain key points and therefore Sprint requests that the Commission reconsider and/or clarify its ruling on this issue, for the reasons explained below.

1. Issue 28(a) was added by agreement of the parties during the Issue Identification Conference. The wording of the issue and Sprint's position of the issue was set forth in its prehearing statement and the Prehearing Order as follows:

**ISSUE 28(a) Should BellSouth be required to provide Sprint with two-way trunks?**

**SPRINT** \*\*\*Yes. BellSouth should provide two-way interconnection trunking upon Sprint's request, subject only to technical feasibility. Two-way trunking in the context of the parties' interconnection agreement includes "two-way" trunking and "SuperGroup" interconnection trunking.\*\*\*

2. Issue 28 (a) concerns whether BellSouth is required to provide two-way interconnection trunking at Sprint's request. In its Order, the Commission noted that both Sprint and BellSouth recognize BellSouth's obligation to provide two-way trunks at Sprint's request under FCC Rule 51.305(f). Order at page 45. However, the Commission also found that, while Sprint refers to a specific type of two-way trunk called a SuperGroup, "a decision involving a specific type of trunk is beyond the scope of the issue as framed." Order at page 45.

3. Sprint believes that in rendering this decision, the Commission overlooked or misinterpreted certain testimony in the record supporting the specific recognition of SuperGroup trunking as a type of two-way trunking that BellSouth must provide. Specifically, Sprint points to the Rebuttal Testimony of John Ruscilli in which Mr. Ruscilli states:

A. First, it should be understood that Super-Group interconnection trunking is simply a type of two-way trunking arrangement. Second, SuperGroup trunking arrangements are included in Attachment 3, Section

2.8.8.2.1<sup>1</sup> to the proposed interconnection agreement. BellSouth is not sure why Ms. Oliver has expressed concern with regard to SuperGroup trunks. (Tr. 508) [emphasis added]

4. Sprint believes that Mr. Ruscilli's testimony supports the proposition that SuperGroup trunking is a form of two-way trunking that BellSouth should be required to provide at Sprint's request, consistent with the Commission's Order and the requirements of the FCC rules. Sprint is concerned that without clarification that the decision relating to two-way trunks applies to SuperGroup trunks as well, the Order implies that, while BellSouth must generally provide two-way trunking at Sprint's request, BellSouth may have discretion concerning the type of two-way trunking it is required to provide. Sprint does not believe that the Commission intended to give BellSouth this discretion and that nothing in the record supports that BellSouth has the ability to distinguish between types of two-way trunks.

5. Ms. Oliver notes in her direct testimony that, as contemplated by the parties' interconnection agreement, two-way trunking includes SuperGroup trunking. (Tr. 204, 206). As noted in paragraph 1, above, Sprint's position on Issue 28(a) as set forth in its prehearing statement and the Prehearing Order has always expressly included SuperGroup trunking as part of the issue.

6. Mr. Ruscilli confirms the essence of the dispute in the statement quoted above, that is, that the disagreement was not about types of two-way trunks, but concerned who controlled whether two-way trunks would be provided and used.

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<sup>1</sup> The correct reference to the proposed interconnection agreement is 2.8.9.2.1.

Mr. Ruscilli reiterates that SuperGroup trunks are simply a particular type of two-way trunk in the summary of this testimony at the hearing, when he states:

Sprint singles out a particular type of two-way trunk in their testimony, SuperGroup. BellSouth offers SuperGroups in this interconnection agreement and it is included in the proposed agreement. (Tr. 522) [emphasis added]

7. When Mr. Ruscilli said he did not understand why Sprint raised the issue of the SuperGroup trunks he was agreeing that the parties have no dispute about the nature of the trunks. (Tr. 509) His comments support Sprint's request that the Commission reconsider or clarify its decision to eliminate any implication that SuperGroup trunks are not included as two-way trunks that BellSouth must provide and use at Sprint's option. Sprint is concerned that, without this clarification, the Order may be misinterpreted to say the provisioning of SuperGroup trunking at Sprint's option is not required, even though the Commission found that BellSouth must provide and use two-way trunks at Sprint's option. Order at pages 45 and 51.

8. The provision of the Draft Agreement relating to SuperGroup trunking that Mr. Ruscilli references in his testimony makes clear that BellSouth considers SuperGroup trunking a type of two-way trunking. The Draft Agreement provides:

Supergroup interconnection trunking may be used by the Parties to transport the Parties' combined Local, IntraLATA Toll, Transit and Switched Access Traffic on a two-way interconnection trunk group between Sprint's end office or switching center and a BellSouth access tandem. Because both Parties' Local and IntraLATA Toll Traffic shall utilize the same two-way trunk group, the Parties shall mutually agree to this type of interconnection trunking...Furthermore, the Points of Interconnection for this two-way traffic shall be mutually agreed upon. [emphasis added] Attachment 3, Section 2.8.9.2.1 at page 12.

9. Mr. Ruscilli acknowledges that SuperGroup trunks should be treated the same as other two-way trunks in his Rebuttal Testimony where he states that BellSouth's proposed language for SuperGroup trunks is the same as its proposed language for two-way trunks, modified to show applicability to SuperGroups.<sup>2</sup> (TR. 509) However, this language is not consistent with the Commission's findings and decision regarding the provisioning and use of two-way trunks, including SuperGroup trunks. The language requires mutual agreement of the Parties regarding the use of the two-way trunks, since both parties will use the trunks. This provision directly contradicts the Commission's decision regarding Issue 28(b) that BellSouth must not only provide two-way trunks at Sprint's option, but also must use such trunks. Order at page 51. In addition, the language requires that the Parties mutually agree on a Point of Interconnection for the SuperGroup two-way trunks This language directly contradicts the Commission's decision regarding Issue 8 that Sprint alone is entitled to designate the Point of Interconnection. Order at 35. The fact that SuperGroup trunks involve the mutual exchange of access as well as local traffic is not significant because the Commission ruled that BellSouth is required to allow Sprint to transport multi-jurisdictional traffic over the same trunks in its decision on Issue 9. Order at pages 37-38.


10. The Commission overlooked or misapprehended facts in the record that support Sprint's position that two-way trunks include SuperGroup trunks as contemplated by the Parties' interconnection agreement. To clarify the status of two-

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<sup>2</sup> The language relating to two-way trunking generally is found in the Draft Interconnection Agreement, Attachment 3, Section 2.8.7.31 at page 10.

way SuperGroup trunks consistent with the Commission's Order, Sprint asks that the Commission include specific language that recognizes SuperGroup trunks as types of two-way trunks that BellSouth must provide and use at Sprint's option.

DATED this 23<sup>rd</sup> day of May, 2001.

  
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**CERTIFICATE OF SERVICE**


I HEREBY CERTIFY that a true and correct copy of the foregoing has been served by U.S. Mail or hand-delivery (\*) this 23<sup>rd</sup> day of May, 2001, to the following:

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