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July 8, 2002

Ms. Blanca S. Bayó, Director  
Division of the Commission Clerk  
& Administrative Services  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0870

Re: Docket No. 020099-TP Sprint-Florida, Incorporated Prehearing Statement

Dear Ms. Bayó:

Enclosed for filing is the original and fifteen (15) copies of Sprint-Florida, Incorporated's (Sprint) Prehearing Statement in Docket No. 020099-TP. Also included is a diskette containing a copy of the Prehearing Statement.

Copies of this have been served pursuant to the attached Certificate of Service.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Sincerely,

Susan S. Masterton

Enclosures

DOCUMENT NUMBER - DATE

06972 JUL -8 8

FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE  
DOCKET NO. 020099-TP**

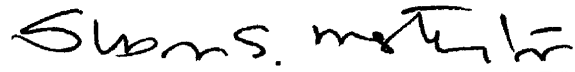
I HEREBY CERTIFY that a true and correct copy of the foregoing was served by hand delivery\* or U S. Mail this 8th day of July, 2002 to the following:

Volaris Telecom, Inc  
Ms. Judy B Tinsley  
c/o DURO Communications, Inc  
3640 Valley Hill Road, N.W.  
Kennesaw, GA 30152-3238

Cole, Raywid & Braverman, L L.P  
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Linda Dodson, Esq.\*  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0870



Susan S. Masterton

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Complaint of ALEC, Inc. for enforcement )	Docket No. 020099-TP
of interconnection agreement )	
with Sprint-Florida, Incorporated )	
and request for relief. )	Filed: July 8, 2002
_____ )	

**SPRINT'S PREHEARING STATEMENT**

Pursuant to Orders Establishing Procedure (Order No. PSC-02-0594-PCO-TP and Order No. PSC-02-0774-PCO-TP) Sprint-Florida, Incorporated ("Sprint") files this Prehearing Statement.

A. **WITNESSES:** Sprint proposes to call the following witnesses to offer testimony in this docket:

<b>WITNESS:</b>	<b>ISSUES:</b>
Jeffrey P. Caswell (Direct and Rebuttal)	1-5
Talmage O. Cox III (Rebuttal Only)	2

Sprint has listed the witnesses for whom Sprint believes testimony will be filed, but reserves the right to supplement that list if necessary.

B. **EXHIBITS:**

Talmage O. Cox III	TOC-1 (Rebuttal)	ALEC Answer to Sprint Interrogatory No. 2
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C. **BASIC POSITION:** ALEC, Inc. ("ALEC") has billed Sprint inappropriate and excessive rates for the dedicated transport portion of reciprocal compensation charges in three ways. First,

ALEC has applied nonrecurring charges to multiple circuits within each dedicated transport facility. Second, ALEC has billed Sprint charges from ALEC's price list for the dedicated transport, rather than the charges in the Agreement. Third, ALEC has billed Sprint for dedicated facilities for transport of interLATA (nonlocal) transport. In sum, ALEC has misinterpreted the parties' interconnection agreement and over-billed Sprint for reciprocal compensation for the interconnection arrangements established by the parties.

D-G. **ISSUES AND POSITIONS:**

**ISSUE 1: What is the Commission's jurisdiction in this matter?**

**Position:** The Commission has jurisdiction to resolve disputes concerning interconnection pursuant to s. 364.162 (1), F.S. In exercising its jurisdiction the Commission must act consistent with applicable state law and controlling federal law, including the 1996 Telecommunications Act and FCC regulations and orders issued pursuant to the Act.

**ISSUE 2: Under the terms of the Parties' Interconnection Agreement, what are the appropriate dedicated transport charges for transport facilities used to transport Sprint-originated traffic from the POI to ALEC's switch?**

**a) Has ALEC applied the correct methodology to calculate the appropriate recurring and nonrecurring dedicated transport charges to Sprint for such facilities?**

**b) Has ALEC applied the correct rate to calculate the appropriate recurring and nonrecurring dedicated transport charges to Sprint for such facilities?**

**Position:** The appropriate dedicated transport charges for transport facilities used to transport Sprint-originated traffic to ALEC's switch are Sprint's transport rates as set forth in the parties' interconnection agreement. Such charges are applicable to reciprocal compensation for local traffic only.

a) ALEC has applied an incorrect methodology for calculating the appropriate recurring and nonrecurring dedicated transport charges. For recurring charges, ALEC is inappropriately

assessing Sprint a recurring charge for both DS1 and DS3 facilities when the appropriate charge is for DS1 facilities only. For nonrecurring charges, ALEC is inappropriately assessing Sprint nonrecurring charges for DS0s, DS1s and DS3s for the same facilities when the appropriate charge is a nonrecurring charge for the installation of DS1 facilities only.

b) ALEC has not applied the appropriate rates for nonrecurring charges for installation of facilities. First, ALEC has billed Sprint a rate from ALEC's price list for installation of dedicated DS0 facilities. Under the parties' agreement, no rate is applicable for installation of DS0 facilities, as the costs associated with this installation are included in the per minute of use compensation rate for call termination.

Second, ALEC has billed Sprint a rate from ALEC's price list for installation of DS1 facilities. Based on the terms of the parties' interconnection agreement, the appropriate rate is the rate set forth in the agreement, that is, \$79.50 for each dedicated DS1 transport facility.

Third, ALEC has billed Sprint a rate from ALEC's price list for installation of DS3 facilities. The nonrecurring rate for the installation of DS3 reciprocal compensation transport facilities provided in the parties' interconnection agreement is \$86.50. However, no rate is applicable for DS3 facilities, since assessing such charges in addition to the charges for DS1 facilities is duplicative and results in double recovery by ALEC.

Finally, ALEC is billing Sprint recurring rates for interLATA transport of traffic that is not local and, therefore, is not subject to reciprocal compensation under the terms of the parties' interconnection agreement.

**ISSUE 3: Under the terms of the Parties' Interconnection Agreement, what minute-of-use charges are applicable for the transport of Sprint-originated traffic from the POI to ALEC's switch?**

**Position:** The parties appear to agree that minute-of-use charges are not in dispute for the time period that is the subject of this complaint.

**ISSUE 4: Has Sprint paid ALEC the appropriate charges pursuant to the terms of the Parties' Interconnection Agreement?**

**Position:** Yes. Sprint has paid ALEC undisputed amounts for the dedicated transport portion of the reciprocal compensation charge pursuant to the parties' interconnection agreement.

**ISSUE 5: Did Sprint waive its right to dispute charges because it did not properly follow applicable procedures outlined in the Parties' Interconnection Agreement?**

**Position:** No. Sprint informed ALEC that it was disputing its inappropriate and excessive billing and the reasons for this dispute upon receipt and review of ALEC's initial bill for reciprocal compensation charges. Sprint has paid the amounts not disputed, as required by the parties' interconnection agreement. ALEC knew from receipt of Sprint's payment of the first bill that Sprint disputed the amounts billed. ALEC even filed an informal complaint with the Florida Public Service Commission concerning the dispute to which Sprint responded by providing a detailed explanation of its position. In no way has Sprint waived the provisions of the parties' interconnection agreement governing appropriate reciprocal compensation or its right to contest the inappropriate rates and methodology used by ALEC to attempt to assess reciprocal compensation payments in violation of the terms of the Agreement.

H. **STIPULATIONS:** None.

- I. **PENDING MOTIONS:** Sprint has no motions pending at this time.
- J. **COMPLIANCE WITH ORDER ON PREHEARING PROCEDURE:** Sprint does not know of any requirement of the Orders on Prehearing Procedure with which it cannot comply.
- K. **DECISIONS THAT MAY IMPACT COMMISSION'S RESOLUTION OF ISSUES:**

The following decisions may impact the Commission's resolution of the issues in this docket:

1. Order on Remand and Report and Order, FCC 01-131, *In the matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic*, CC Docket Nos. 96-98, 99-68 (released April 27, 2001).
2. Notice of Proposed Rulemaking to address intercarrier compensation issues generally, *Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-92 (Released April 27, 2001).

**RESPECTFULLY SUBMITTED** this 8th day of July 2002.



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