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July 10, 2003

VIA HAND DELIVERY

Ms. Blanca S. Bayo, Director
Division of the Commission
Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

RECEIVED-FPSC
JUL 10 PM 3:55
COMMISSION
CLERK

Re: Docket No. 030296-TP

Dear Ms. Bayo:

Enclosed for filing in the above docket are the original and fifteen (15) copies of the Sprint-Florida, Incorporated's Prehearing Statement. We are also submitting the Prehearing Statement on a 3.5" high-density diskette using Microsoft Word 98 format, Rich Text.

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

Thank you for your assistance in this matter.

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FPSC-BUREAU OF RECORDS

Sincerely,

J. Jeffrey Wahlen
J. Jeffrey Wahlen

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Enclosures

cc: All Parties of Record

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DOCUMENT NUMBER - DATE
06119 JUL 10 8
FPSC-COMMISSION CLERK

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of unresolved issues resulting from negotiations with Sprint-Florida, Incorporated for interconnection agreement, by AT&T Communications of the Southern States, LLC d/b/a AT&T and TCG South Florida

DOCKET NO. 030296-TP
FILED: July 10, 2003

SPRINT-FLORIDA, INCORPORATED'S PREHEARING STATEMENT

SPRINT-FLORIDA, INCORPORATED ("Sprint" or the "Company"), pursuant to Order No. PSC-03-0692-PCO-TP, submits the following Prehearing Statement:

A. WITNESS: Sprint will offer the testimony of the following witnesses:

James Michael Maples	Direct and Rebuttal	Issues 1-6, 8,9,11,12,13
James R. Burt	Direct and Rebuttal	Issue 7, 14
Kenneth J. Farnan	Direct	Issue 5

B. EXHIBITS: Sprint will offer the following exhibits that are attached to the prefiled testimony of the identified witnesses:

James Michael Maples	Exhibits JMM-1 to JMM-6 (direct testimony)
James Michael Maples	Exhibit JMM-7 (rebuttal testimony)
James R. Burt	Exhibits JRB-1 to JRB-3 (direct testimony)

C. BASIC POSITION:

The terms and conditions proposed by Sprint are clearly consistent with the Florida Public Service Commission decisions and FCC rules. Therefore, the

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Commission should adopt Sprint's positions and order that Sprint's proposed language be incorporated into the parties' interconnection agreement.

D-G. ISSUES AND POSITIONS:

Issue 1: What are each Party's rights and obligations with respect to establishing a point of interconnection (POI) to the other Party's network and delivery of its originating traffic to such POI?

Position: Pursuant to the Commission's Generic Reciprocal Compensation Order, AT&T may designate a single point of interconnection (POI) for the mutual exchange of traffic at any technically feasible location on Sprint's network within a LATA; however, the POI selected by AT&T is established for the mutual exchange of traffic. There should be a pro rata sharing of the cost of the interconnection facilities, i.e., dedicated transport from the POI to AT&T's switch. AT&T's position that it may require Sprint to establish multiple POIs on AT&T's network for Sprint-originated traffic (thereby resulting in additional facility and engineering costs to be borne by Sprint) is inconsistent with the 1996 Act and should be rejected.

Issue 2: May AT&T require the establishment of a Mid-Span Fiber Meet arrangement or is the establishment of a Mid-Span Fiber Meet arrangement conditional on the amount of traffic from one network to the other being roughly balanced?

Position: Establishment of a mid-span fiber meet should be allowed only when the amount of traffic originated on the network of both parties is roughly balanced.

Issue 3: When establishing a Mid-Span Fiber Meet arrangement, should AT&T and Sprint equally share the reasonably incurred construction costs?

Position: No. AT&T's proposal could require Sprint to absorb 50% of the cost of constructing a meet point interconnection between an AT&T switch in Atlanta and a Sprint Switch in Tallahassee. The Commission should adopt Sprint's position under which the parties each absorb 50% of the construction cost, subject to a limitation that Sprint not be required to construct facilities outside of its exchange boundaries.

Issue 4: Should certain traffic types be excluded from interconnection via a Mid-Span Fiber Meet arrangement?

Position: The issue here is not traffic routing, but rather compensation for traffic routed. Any interconnection arrangement under Section 251(c)(2) of the 1996 Act can be used for the transmission and routing of telephone exchange and exchange access. Accordingly, local, ISP-bound, transit, and intraLATA/interLATA toll traffic (including translated 8YY) can be routed over a meet-point facility. However, a party should not charge the other for the costs of its portion of the meet point facility for non-transit Local Traffic or non-Local Traffic.

Issue 5: How should AT&T and Sprint define Local Calling Area for purposes of their interconnection agreement?

Position: Sprint does not believe that the Commission has the authority to order the originating carrier's default local calling area for the purposes of reciprocal compensation. Notwithstanding Sprint's position on the legal basis for the Commission's decision, serious implementation issues associated with the default local calling area established in the Commission's Generic Reciprocal Compensation docket, must be addressed before Sprint can implement the default. Pending resolution of these issues, some of which must be

considered on an industry-wide basis, Sprint's local calling area as defined in its general exchange tariff should be approved as the Local Calling Area.

Issue 6: How should AT&T and Sprint define Local Traffic for purposes of their interconnection agreement?

Position: Local traffic should be defined as traffic that is originated and terminated within the Local Calling Area.

Issue 7: How should traffic originated and terminated by telephone and exchanged by the parties and transported over internet protocol (in whole or in part, and including traffic exchanged between the parties originated and terminated to enhanced service providers) be compensated?

Position: Calls that are originated and terminated by telephone but are transmitted via the Internet network (VoIP) should be compensated in the same manner as voice traffic. If the end points of the call define the call as interstate toll, interstate access charges should apply. If the end points of the call define the call as intrastate toll, intrastate access charges should apply. If the end points of the call define the call as local, reciprocal compensation should apply. The fact that VoIP is a new technology is no reason for the Commission to abandon the traditional end-to-end analysis for determining appropriate compensation.

Issue 8: Should ISP-Bound Traffic be limited to calls to an information service provider or internet service provider which are dialed by using a local call dialing pattern?

Position: The FCC-mandated ISP compensation scheme is limited to calls dialed with a local dialing pattern.

Issue 9: (a) Should AT&T be required to compensate Sprint for the transport of ISP-Bound Traffic between Sprint's originating local calling area and a POI outside Sprint's local calling area?

(b) Do the compensation obligations change when a virtual NXX is used?

Position: (a) AT&T should be required to compensate Sprint for transport Sprint-originated ISP-bound traffic outside the Local Calling Area at TELRIC-based transport rates.

(b) No. AT&T should be required to compensate Sprint for the transport of ISP-bound virtual NXX traffic in the same manner as set forth in Issue 9(a), i.e., at TELRIC-based rates.

Issue 10: When should either AT&T or Sprint be required to install and retain direct end office trunking between an AT&T switching center and a Sprint end office?

Position: This issue has been resolved by agreement of the parties.

Issue 11: When should each Party be required to establish a direct interconnection for:

(a) Indirect Traffic?

(b) Transit Traffic?

Position: When traffic levels reach a DS1 level, the carrier requesting interconnection (CLEC) should be required to establish a direct interconnection arrangement with the ILEC. Under existing FCC rules and orders, Sprint has the right to establish reasonable criteria for its transit service offering, and the criteria proposed by Sprint should be approved.

Issue 12: Should Sprint be required to continue to provide its DSL service when AT&T provides the voice service to the customer?

Position: No. Nothing in the Act or other state or federal law allows the Commission to require Sprint to continue providing its retail FastConnect® service when a customer switches to AT&T for its voice service.

Issue 13: What are the parties' rights and obligations following a Legally Binding Action (as defined by agreement of the parties in Section 1, Part B of the agreement) if such action is not stayed but still subject to review by the Commission, FCC or courts?

Position: This issue has been resolved by agreement of the parties.

Issue 14: Should the terms and conditions of the Performance Measures approved by the Commission be incorporated by reference into the agreement, or should separate terms and conditions be set forth in the agreement?

Position: This issue has been resolved by agreement of the parties.

H. **STIPULATIONS:** The Company is not aware of any pending stipulations at this time.

I. **PENDING MOTIONS:** The Company is not aware of any pending motions at this time.

J. **COMPLIANCE WITH ORDER ON PREHEARING PROCEDURE:** The Company does not know of any requirement of the Order on Prehearing Procedure with which it cannot comply.

K. **PENDING DECISIONS:** The decisions in the following proceedings may be relevant to this docket:

1. In the Matter of Triennial Review Proceeding, CC Docket Nos. 01-338, 96-98 and 98-147.

2. In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 96-98 and CC Docket No. 99-68, Order on Remand and Report and Order, FCC 01-131, Released April 27, 2001.
2. Sprint-Florida, Inc. v. Jaber, Florida Supreme Court Case No. SC03-235.
4. In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services Are Exempt from Access Charges, WC Docket No. 02-361.
5. In the Matter of Developing a Unified Intercarrier Compensation Regime, CC Docket No. 01-92.

L. **OBJECTIONS TO WITNESS' QUALIFICATIONS:** The Company has no objections to a witness' qualifications as an expert.


Respectfully submitted this 10th day of July, 2003.

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ATTORNEYS FOR SPRINT

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished by U. S. Mail or hand delivery (*) this 10th day of July, 2003, to the following:

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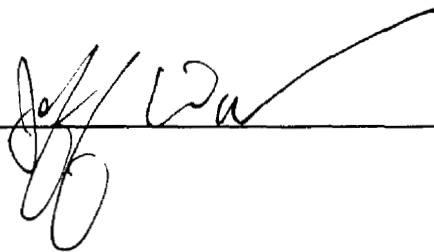
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Attorney

A handwritten signature in black ink, appearing to read 'J. W.', is written over a horizontal line. The signature is stylized and cursive.