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RECORDS AND
REPORTING

December 9, 1999

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

Re: Docket No. 990884-TP Prehearing Statement
Of Sprint-Florida Incorporated

Dear Ms. Bayo:

Enclosed for filing is the original and fifteen (15) copies of Sprint-Florida Incorporated Prehearing Statement in Docket No. 990884-TP.

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

Sincerely,

Charles J. Rehwinkel

- AFA _____
- APP _____
- CAF _____
- CIV Stanton
- CTR _____
- EAG _____
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- MAS 3
- OPC _____
- RRR _____
- SEC 1
- WAW _____
- OTH _____

DOCUMENT NUMBER-DATE

1-5123 DEC-99

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Request for arbitration)
Concerning complaint of Orlando)
Telephone Company regarding)
Enforcement of interconnection)
Agreement with Sprint-Florida,)
Incorporated)

Docket No. 990884-TP

Filed: December 9, 1999

PREHEARING STATEMENT OF SPRINT-FLORIDA, INCORPORATED

Pursuant to Order No. PSC-99-1803-PCO-TP issued September 16, 1999, Sprint-Florida, Incorporated (Sprint) files its Prehearing Statement.

a. All Known Witnesses.

Sprint intends to call Joan Seymour to testify.

b. All Known Exhibits.

At this time Sprint has not identified any exhibits, but reserves the right to introduce exhibits at hearing in furtherance of cross-examination of OTC witnesses.

c. Sprint's Statement of Basic Position.

Sprint's basic position is that the interconnection agreement between Sprint and Orlando Telephone Company (OTC) does not entitle OTC to additional payment by Sprint for calls routed to OTC in an interim number portability environment.

d. Sprint's Position on the Issues.

Issues 1: Is the complaint filed by Orlando Telephone Company premature in light of the March 15, 1999 letter agreement and the pending proceeding (s) at the FCC?

Position: This Commission should not be holding a hearing at this time on this issue. OTC agreed in March 1999 that the resolution of the interstate portion of the compensation dispute resubmitted by OTC to the Commission in this Docket would be

DOCUMENT NUMBER-DATE

guided by the resolution of the *issue* [of CLEC access charge levels] in FCC Docket CCB/CPD No. 98-63. That case and the issue regarding the level of CLEC access charges was effectively transformed by the FCC into a rulemaking proceeding in *its Access Charge Reform Fifth Report and Order, and Notice of Further Rulemaking*, FCC 99-206, adopted August 5, 1999). For this reason, this case should not be heard at this time, since OTC has agreed to await resolution at the FCC level and have it guide resolution before the FPSC.

Issue 2: What is the legal significance, if any, of the fact that Orlando Telephone Company had no terminating access rates on file with the FCC at the time of execution of the interconnection agreement?

Position: The fact that OTC had no access tariff (or any tariff) on file at the time of execution of the interconnection agreement indicates that there was no intent on OTC's part to seek Sprint's assistance in developing IXC billing capabilities or to impose any obligation on Sprint for Sprint to pay OTC access charges for RCF'd traffic above the tariffed rates that Sprint billed and collected IXCs.

Issue 3(a): Does the interconnection agreement Orlando Telephone Company and Sprint govern the compensation relationship between Orlando Telephone Company and Sprint?

Position: Generally, yes. However, the agreement does not impose any requirement on Sprint to bill on OTC's behalf for access, develop a capability for capturing billing data in an interim number portability environment or pay OTC terminating access compensation for calls for which OTC did not provide an terminating access function to Sprint when Sprint routed those calls to OTC via RCF in an INP environment.

Issue 3(b): If so, what should be the terminating access rate that Sprint is required to use to compute payments to Orlando Telephone Company for termination of interstate long distance calls through Remote Call forwarding, during the period of February 1998 through November 1998?

Position: Since the agreement does not provide for Sprint to pay OTC's rate for a service that OTC does not provide to Sprint, the only obligation Sprint has in an INP environment is to remit whatever Sprint receives in access charges from the IXC that is terminating the call that is routed to OTC for delivery to the customer.

Issue 4: Does a "bona fide dispute" pursuant to section XVI.B.1 at page 35 of the Agreement exist between Sprint and Orlando Telephone Company?

Position: No.

Issue 5: What relief, if any, is Orlando Telephone Company entitled to?

Position: OTC is not entitled to any relief (INCLUDING INTERIM PAYMENTS) as a result of the Complaint filed in this matter.

e. Pending Motions.

Sprint is filing concurrent with this Prehearing Statement, a Motion to accept as late filed this Prehearing Statement.

f. Pending Confidentiality Claims or Requests.

None.

g. Compliance with Order No. PSC-99-1893-PCO-TP.

With the exception of the subject of the Motion noted in Section (e), Sprint is unaware of any requirement with which it cannot comply.

Respectfully submitted this 9th day of December, 1999.



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