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**Via Hand Delivery**

July 10, 2000

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

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Re: Docket No. 000828-TP, Petition of Sprint Communications Company L.P.  
for Arbitration with BellSouth Telecommunications, Inc. Pursuant to Section  
252(b) of the Telecommunications Act of 1996.

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint are the original and fifteen (15) Petition of Sprint  
Communications Company L.P. for Arbitration with BellSouth Telecommunications, Inc.  
Pursuant to Section 252(b) of the Telecommunications Act of 1996.

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

CJR/th

Enclosures

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**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re:

Petition of Sprint Communications	)	Filed: July 10, 2000
Company L.P. for Arbitration with	)	
BellSouth Telecommunications, Inc.	)	Docket No.: 000828-TP
Pursuant to Section 252(b) of the	)	
Telecommunications Act of 1996.	)	

ORIGINAL

**PETITION OF SPRINT COMMUNICATIONS COMPANY L.P.  
FOR ARBITRATION**

Pursuant to Section 252(b) of the Telecommunications Act of 1996 (“Act”)<sup>1</sup> and through its undersigned counsel, Sprint Communications Company L.P. (“Sprint”) hereby petitions the Florida Public Service Commission (“Commission”) to arbitrate certain unresolved terms and conditions of a proposed renewal of the current interconnection agreement between Sprint and BellSouth Telecommunications, Inc. (“BellSouth” or “BST”). Absent the Commission’s intervention and arbitration of the unresolved issues identified herein, Sprint will be unable to compete with BellSouth in the provision of competitive local exchange service to consumers in Florida.

As explained below, the Commission should require BellSouth to provide interconnection pursuant to the rates, terms, and conditions agreed to by the parties and where no agreement exists, pursuant to the rates, terms and conditions proposed by Sprint.

**PARTIES**

1.

Sprint, the Petitioner, is a Delaware Limited Partnership having its principal place of business at 8140 Ward Parkway, Kansas City, Missouri. Sprint is authorized to transact business, and is conducting business, within the State of Florida as a certificated interexchange carrier (“IXC”) and is a telecommunications carrier as that term is defined

<sup>1</sup> Pub. L. No. 104-104,110 Stat. 70, 47 U.S.C. 252(b)

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Sprint accepted some of BellSouth's proposed language with no changes, and suggested alternative language for some agreement provisions. For other agreement provisions, Sprint has proposed new language in place of or in addition to BellSouth's proposed language. BellSouth volunteered to be the keeper of the official draft interconnection Agreement between the parties, and, accordingly, is in possession of the entire current draft agreement with all of the competing language included therein. Accordingly, the parties have agreed that BellSouth will file the entire official draft Agreement with the Commission along with its Response to this Petition, with the most recent changes and Sprint proposed language included therein. Although negotiations initially focused on the state of Georgia, the parties agreed that the negotiations would cover several southeastern states, including Florida. For this reason, Sprint has assumed that positions taken in Georgia apply to Florida, unless BellSouth has indicated otherwise.

#### **UNRESOLVED ISSUES FOR ARBITRATION**

7.

Sprint requests that the Commission require BellSouth to enter into an agreement pursuant to the rates, terms and conditions agreed to by the parties, and where no agreement exists, pursuant to the terms and conditions proposed by Sprint. The issues on which the parties have appeared to reach an impasse are described in detail below and identified as arbitration issues 1 through 27. The remaining open issues between the parties are identified and summarized in Exhibit "B" to this Petition. Sprint hereby incorporates by reference the open issues identified in Exhibit "B", and respectfully requests arbitration for all the issues stated below and in Exhibit "B". Sprint anticipates, however, that many of the issues in Exhibit "B" will be resolved prior to the hearing in connection with this matter. If BellSouth disagrees with the status of any contract provision as characterized by Sprint, Sprint requests that the Commission also arbitrate such disagreement.

**ISSUE NO. 1: Terms and Conditions, Section 18.7 – Resolution of conflicts between Agreement and BellSouth tariff**

8.

- a) Statement of the Issue: In the event that a provision of this Agreement or an Attachment thereto, and a BellSouth tariff provision cannot be reasonably construed to avoid conflict, should the provision contained in this Agreement prevail?
- b) Sprint's Position: Yes, in the event of conflict, the terms of the Agreement between the parties should prevail.
- c) BellSouth's Position: In many cases, no. Only if the service in question is ordered from this Agreement, and the Agreement refers to the tariff merely with regards to the rate, or if the service in question is a resold service, should the terms of the Agreement prevail.
- d) Discussion: Interconnection agreements pursuant to Section 252 of the Act, and commercial contracts in general, are intended and designed to constitute the entire agreement between the parties. Further, large portions of the renewal interconnection agreement between the parties that will in due course be approved by this Commission will have been voluntarily negotiated and agreed upon by the parties. In the event that an Agreement provision and a tariff provision cannot be construed in order to avoid conflict, it is entirely appropriate that the provision of the Agreement between the parties should prevail.

Moreover, BellSouth is obligated pursuant to Section 252(b)(5) of the Act to negotiate in good faith with Sprint to enter into a binding interconnection agreement. Sprint believes that BellSouth's proposal to, in many cases, retain the ability to modify the Sprint/BellSouth interconnection agreement by unilaterally amending its tariffs is anticompetitive and contrary to the spirit of the Act.

**ISSUE NO. 2: Attachment 1, Resale, Section 3.18 and Attachment 6, Ordering and Provisioning, Section 2.2 – access to Sprint’s customer records information.**

9.

- a) Statement of the Issue: Should Sprint be compelled to provide BellSouth with faxed copies of customer records information within two (2) business days of BellSouth’s request?
  
- b) Sprint’s Position: No. As a fledgling local market entrant, Sprint does not currently have sufficient experience with the applicable systems and processes in order to warrant in its interconnection Agreement with BellSouth that it can respond to all BellSouth requests for customer records information within two business days.
  
- c) BellSouth’s Position: Yes.
  
- d) Discussion: Section 222 of the Act requires all carriers, including ALECs such as Sprint, to provide other carriers with access to customer records information. Sprint is very much aware of this requirement, and intends to comply fully. Section 222 does not, however, mandate the method by which, or the time period in which such access should be supplied. Although incumbent LECs such as BellSouth have parity obligations under Section 251(c)(3) of the Act to provide nondiscriminatory access to Operational Support Systems (“OSS”), including the electronic transmittal of customer records information, Congress did not bestow a reciprocal obligation upon ALECs. As a new local market entrant with very limited experience, Sprint’s ALEC should not be put in a position of guaranteeing to BellSouth that it can send hard copy responses to BellSouth’s requests for customer records information within two business days. Until Sprint ALEC gains more operational and systems experience in the local market, it is simply not in a position to warrant under what time constraints such information can be provided.

**ISSUE NO. 3: Attachment 1, Resale -- Resale of stand-alone vertical features**

10.

- a) Statement of the Issue: Should BellSouth make its Custom Calling features available for resale on a stand-alone basis?
- b) Sprint's Position: Yes. Except as otherwise expressly ordered in a resale context by the relevant state Commission in the jurisdiction in which the services are ordered, Custom Calling Services should be available for resale on a stand-alone basis.
- c) BellSouth's Position: BellSouth's position is unclear.
- d) Discussion: As one of the obligations imposed upon incumbent LECs, Section 251(c)(4) of the Act specifies:

The duty:

- (A) to offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers; and
- (B) not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of such telecommunications service . . .

With the exception of cross-class selling restrictions and limits on wholesale pricing for promotional offers, "an incumbent LEC may impose a restriction only if it proves to the state commission that the restriction is reasonable and nondiscriminatory". 47 CFR 613(b). BellSouth provides custom calling features at retail to "customers who are not telecommunications carriers," and any refusal to provide such features for resale on a stand-alone basis would be discriminatory.

If BellSouth's position is that Sprint must purchase Custom Calling features as part of an integrated service offering, such a position would be contrary to Section 251(c)(4) of the Act, and would constitute an impermissible restriction on the resale of

a service. Further, such a result would force Sprint to incur substantial and unnecessary additional costs. Accordingly, Sprint requests that the Commission adopt its proposed language, which clearly states that Custom Calling features are available for resale on a stand-alone basis unless the relevant state Commission has ordered otherwise.

**ISSUE NO. 4: Attachment 2, Network Elements and Other Services, Sections 1.3, 12, 13 -- UNE Combinations**

11.

- a) Statement of the Issue: Pursuant to Federal Communications Commission (“FCC”) Rule 51.315(b), should BellSouth be required to provide Sprint at TELRIC rates combinations of UNEs that BellSouth typically combines for its own retail customers, whether or not the specific UNEs have already been combined for the specific end-user customer in question at the time Sprint places its order?
- b) Sprint’s Position: Yes, BellSouth should be required to provide to ALECs UNEs that are ordinarily combined in BellSouth’s network in the manner in which they are typically combined.
- c) BellSouth’s Position: BellSouth should not be required to combine UNEs for ALECs unless the network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end-user at a particular location.
- d) Discussion: Sprint asserts that “currently combines”, as that phrase is used in FCC Rule 315(b), means those network elements that are ordinarily combined within BellSouth’s network, in the manner in which they are typically combined. BellSouth contends that it is only obligated to provide combinations to Sprint at TELRIC rates if the elements are already combined and providing service to the customer in question at a particular location. Sprint’s interpretation concurs with the FCC’s original

interpretation of Section 315(b)<sup>3</sup>, as well as recent Orders of the Georgia Public Service Commission (“GPSC”) and the Minnesota Public Utilities Commission (“MPUC”). See Order, GPSC Docket No. 10692-U (issued February 1, 2000), at 11; see also Order After Remand, MPUC Docket No. P-421/CI-99-786 (issued March 14, 2000), at 9:

The Commission rejects US West’s claim that its obligation to combine network elements is limited to those elements actually combined at the time of the request on behalf of the specific customer to whom the ALEC intends to provide service. This is an unreasonably narrow reading of the language of the FCC rule and would undermine the purposes of the Act . . . The Federal District Court remanded the [MPUC’S] original decision for further consideration, finding that to the extent the Agreements require US West to combine network elements that it does not ordinarily combine, they violate the Act (emphasis added). The Court, like this Commission, apparently read the “currently combines” language of the FCC rule as referring to the company’s normal business practices and ordinary operation of its network, not as referring to the specific network configuration it uses for each of its two million customers.

Similarly, Sprint urges this Commission to reject BellSouth’s narrow reading of Rule 315(b) and require BellSouth to provide to Sprint at TELRIC rates those combinations of UNEs that BellSouth ordinarily and typically combines for its own retail customers.

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<sup>3</sup> See Georgia PSC Order, Docket 10692-U (issued February 1, 2000), at 9: “In the FCC’s First Report and Order, the FCC stated that the proper reading of “currently combines” is “ordinarily combined within their network, in the manner which they are typically combined.” First Report and Order, ¶ 296. In its Third Report and Order, the FCC stated that it was declining to address this argument at this time because the matter is currently pending before the Eighth Circuit. Third Report and Order, ¶ 479.<sup>3</sup> Accordingly, the only FCC interpretation of “currently combines” remains the literal one contained in the First Report and Order.”



**ISSUE NO. 5: Attachment 2, Network Elements and Other Services, Sections 4.2.6, 11 – Access to DSLAM, unbundled packet switching**

12.

- a) Statement of the Issue: Should the Commission require BellSouth to provide access to packet switching UNEs under the limited circumstances specified in the FCC's UNE Remand Order?
- b) Sprint's Position: Yes, the Commission should specify that BST must unbundle packet switching to the full extent of the limited circumstances described in the UNE Remand Order.
- c) BellSouth's Position: BellSouth's position is unclear.
- d) Discussion: At the very least, the parties' interconnection agreement should provide for the availability of unbundled packet switching in the limited circumstances currently required by the FCC. Under the FCC's rule, if BellSouth has deployed a digital loop carrier system and has deployed packet switching for its own use, it must provide unbundled packet switching if, in addition, there are no spare copper loops capable of supporting the xDSL service a ALEC seeks to provide and the ALEC is not permitted to collocate a DSLAM in the remote terminal or other interconnection point. BellSouth apparently believes that in order to avoid this obligation, it is sufficient that there are spare copper loops available somewhere in its network and that BellSouth as a general matter allows ALECs to collocate in remote terminals ("RTs").<sup>4</sup> However, the correct interpretation of Rule 319(c)(5) is that where an

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<sup>4</sup> See *Petition for Arbitration of the Interconnection Agreement Between BellSouth Telecommunications, Inc. and Intermedia Communications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996*, Georgia PSC Docket No. 11644-U, Prefiled Direct Testimony of Alphonso J. Varner, at 35:

Basically, in its Rule 51.319(c)(5), the FCC identified four conditions that, only where all four conditions are present, would an ILEC have to unbundle packet switching. All of these conditions do not exist in BellSouth's network. BellSouth has taken the

ILEC has deployed a digital loop carrier system and packet switching in a particular location, there are no spare copper loops available in that location for service to a particular customer that are capable of supporting the specific xDSL service a ALEC intends to provide, and the ALEC is not permitted for any reason (including space availability) to collocate in the specific remote terminal or similar location that provides access to the specific customer, the ILEC must provide unbundled packet switching to permit the ALEC to provide a packet switched service to that customer. Such circumstances could arise in a variety of instances, including the combination of a loop length that is too long to support the xDSL service the ALEC desires to provide and inadequate space for the ALEC's DSLAM in the serving remote terminal.

To read FCC Rule 319(c)(5) according to BellSouth's apparent interpretation would permit ILECs to completely avoid the obligation to provide unbundled packet switching through anticompetitive design of their networks. Accordingly, the parties' interconnection Agreement must require BellSouth to provide unbundled packet switching to Sprint in any individual case where the FCC's four conditions are met.

**ISSUE NO. 6: Attachment 2, Network Elements and Other Services, Sections 12, 13 -- Enhanced Extended Links (EELs")**

13.

- a) Statement of the Issue: Should BellSouth be required to generally provide access to EELs that it ordinarily and typically combines in its network at UNE rates?

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necessary measures to ensure that ALECs have access to necessary facilities so that BellSouth is not required to unbundle packet switching.

See also Docket No. 11811-U Hearing Transcript (May 9, 2000) at 182 (Varner):

- Q. If you[r] pedestals don't accommodate DSLAMs, how are you in compliance with this third condition?  
A. Because under this condition, we're only required to offer this collocation where in fact we have the space for you to put the equipment.

- b) Sprint's Position: Yes, BellSouth should be required to provide to Sprint access to EELs that are ordinarily combined in BellSouth's network in the manner in which they are typically combined.
- c) BellSouth's Position: BellSouth will make available to Sprint new and existing combinations of loop and transport network elements in density Zone 1 in the Miami, Orlando and Fort Lauderdale MSAs. Outside of the aforementioned MSAs, BellSouth's obligation to provide access to EELs should be restricted to those combinations that are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end-user at a particular location.
- d) Discussion: Sprint seeks the ability to generally obtain from BellSouth not only those loop and transport network elements constituting EELs that are already combined in BellSouth's network for service to a particular end-user at a specific location, but also those combinations that BellSouth ordinarily and typically combines for its own retail customers. Sprint's position concurs with a recent decision of the Georgia Commission, wherein the GPSC required BellSouth to provide CLECs with access to EELs that are ordinarily and typically combined in BellSouth's network. See Order, Georgia PSC Docket No. 10692-U (issued February 1, 2000), at 2, 9:

Some CLECs have requested that the Commission define the enhanced extended link (EEL) as a UNE. Joint Supplemental Brief of Certain Facilities-Based CLECs, p. 7. The EEL is a UNE combination consisting of a loop, transport and a cross-connect. Like the FCC, the Commission declines to define the EEL itself as a UNE. Third Report and Order, ¶ 478. However, as discussed below, CLECs can obtain at UNE rates combinations of UNEs that BellSouth ordinarily combines in its network. . . . The Commission finds that "currently combines" means ordinarily combined within the BellSouth network, in the manner which they are typically combined (footnote omitted). Thus, CLECs can order combinations of typically combined elements, even if the particular elements being ordered are not actually physically connected at the time the

order is placed. However, in the event that the Eighth Circuit Court of Appeals determines that ILECs have no legal obligation to combine UNEs under the Federal Act, the Commission will reevaluate its decision on this issue.

Sprint urges this Commission to require BellSouth to generally provide Sprint with access to EELs that BellSouth ordinarily and typically combines in its network.

**ISSUE NO. 7: Attachment 2, Network Elements and Other Services, Sections 8.4, 8.5 -- conversion of switching UNEs to market-based rate upon addition of fourth line**

14.

- a) Statement of the Issue: In situations where a ALEC's end-user customer who is located in density zone 1 in one of the top fifty Metropolitan Statistical Areas ("MSAs") and who currently has three lines or less, adds additional lines, should BellSouth be able to convert all the lines to a negotiated rate?
- b) Sprint's Position: No. The FCC has not ruled upon the specific situation described above, and in the meantime, it is not appropriate for BellSouth to attempt to implement a more costly pricing structure with regard to Sprint's existing customers whose telecommunications needs grow along with their businesses.
- c) BellSouth's Position: Yes, BellSouth believes that upon the addition of a fourth or more line, the FCC's language authorizes BellSouth to charge negotiated rates for all of the customer's lines.
- d) Discussion: In the 319 UNE Remand Order<sup>5</sup>, the FCC exempted ILECs from unbundling local circuit switching under certain circumstances with regard to the top fifty (50) MSAs. Specifically, where the ILEC has "provided nondiscriminatory, cost-

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<sup>5</sup> See *Third Report and Order and Fourth Further Notice of Proposed Rulemaking*, CC Docket No. 96-98 (issued November 5, 1999) (hereinafter "319 UNE Remand Order").

based access to the enhanced extended link (“EEL”) throughout density zone 1” in one of the top 50 MSAs, the ILEC does not have to provide the requesting ALEC with access to unbundled local circuit switching when the ALEC serves customers with four or more lines in density zone 1.<sup>6</sup> However, the FCC has not yet addressed the specific issue of what treatment should be given to those existing ALEC customers in density zone 1 with three or fewer lines, who add additional lines.

From the narrowly-tailored exception to the general unbundling requirement for local circuit switching, BellSouth has extrapolated the authority to establish an unfair pricing scheme for ALECs’ customers who currently have three or fewer lines, who are located in density zone 1 in one of the top 50 MSAs, and who, because of new business growth requirements, add additional lines. The Commission should reject BellSouth’s attempt to convert all the customer’s lines to a market-based rate. Instead, where a customer with three or less lines residing in zone 1 adds additional lines, BellSouth’s charge for the added lines should continue to be based on a TELRIC-based unbundled local switching rate. Only when the existing customer reaches forty or more lines (a line number that is more accurately associated with medium-sized businesses) should BellSouth be allowed to convert all of the existing customer’s lines to a negotiated rate.

Accordingly, prior to the FCC’s resolution of this issue, Sprint requests that the Commission adopt its proposed contract language and allow Sprint’s existing small business customers located in density zone 1 the ability to expand their telecommunications needs as their businesses grow without incurring punitive additional charges.

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<sup>6</sup> See 319 UNE Remand Order, at Paragraph 278.

**ISSUE NO. 8: Attachment 3, Interconnection, Section 2.8 – Point of Interconnection.**

15.

- a) Statement of the Issue: Should BellSouth be able to designate the network Point of Interconnection (“POI”) for delivery of its local traffic?
- b) Sprint’s Position: No. Sprint should have the ability to designate the point of Interconnection for both the receipt and delivery of local traffic at any technically feasible location within BellSouth’s network. This right includes the right to designate the POI in connection with traffic originating on BellSouth’s network.
- c) BellSouth’s Position: Yes, BellSouth can designate the network POI for delivery of its local traffic.
- d) Discussion: In its Local Competition Order<sup>7</sup>, the FCC clearly stated that the specific obligation of ILECs to interconnect with local market entrants pursuant to Section 251(c)(2) the Act<sup>8</sup> engenders the local entrant’s right to designate the point or points of interconnection at any technically feasible point within the Local Exchange Carrier’s network:

The interconnection obligation of section 251(c)(2) allows competing carriers to choose the most efficient points at which to

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<sup>7</sup> See *First Report and Order*, CC Docket No. 96-98 (issued August 8, 1996) (hereinafter “Local Competition Order”).

<sup>8</sup> Section 251(c)(2) provides as follows: “Interconnection. The duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier’s network –

- (A) for the transmission and routing of telephone exchange service and exchange access;
- (B) at any technically feasible point within the carrier’s network;
- (C) that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection; and
- (D) on rates, terms and conditions that are just, reasonable, and nondiscriminatory, in accordance with the terms and conditions of the agreement and the requirements of this section and section 252 of this title.”

exchange traffic with incumbent LECs, thereby lowering the competing carriers' cost of, among other things, transport and termination of traffic.

. . . . Of course, requesting carriers have the right to select points of interconnection at which to exchange traffic with an incumbent LEC under Section 251(c)(2).

Local Competition Order, at Paragraphs 172, 220, fnte. 464. In other words, Congress and the FCC intended to give ALECs the flexibility to designate the POI for the receipt and delivery of local traffic in order that the ALEC may minimize entry costs and achieve the most efficient network design. No such right is given to the incumbent carrier, only to new entrants. Sprint's right to designate the point of interconnection so as to lower its costs, including its cost of transport and termination of traffic, includes the right to designate the point of interconnection associated with traffic that originates on BellSouth's network, which Sprint must terminate.

BellSouth may wish to designate its end offices as the point of interconnection for traffic it originates. Such a designation would force Sprint to build facilities to each BellSouth end office or to pay to transport BellSouth traffic to Sprint's network. This position would be inconsistent with the FCC's Local Competition Order and the Act. Sprint is not required to extend its facilities to each BellSouth end office or to any other point designated by BellSouth. Instead, BellSouth is obligated to provide interconnection for Sprint facilities at points within BellSouth's network designated by Sprint. It is neither appropriate nor consistent with the Act and associated FCC Orders for the monopolist incumbent to increase entrant's costs and potentially decrease the entrant's network efficiencies by arbitrarily designating where in the LATA it chooses to hand its traffic off to Sprint and other local market entrants.

**ISSUE NO. 9: Attachment 3, Interconnection -- Multi-jurisdictional traffic over any type trunk group**

16.

- a) Statement of the Issue: Should the parties' Agreement contain language providing Sprint with the ability to transport multi-jurisdictional traffic over the same trunk groups, including access trunk groups?
- b) Sprint's Position: Yes. This Commission, and several other state Commissions, have previously sided with Sprint's position in connection with this issue.
- c) BellSouth's Position: Sprint is permitted to route multi-jurisdictional traffic over the same trunk group, but not over any type trunk group it chooses.
- d) Discussion: Sprint believes, and BellSouth admitted as much during the first Georgia arbitration proceeding with Sprint,<sup>9</sup> that it is technically feasible to mix different traffic types over the same trunk group. Further, the ability to route multi-jurisdictional traffic over any type trunk group allows Sprint as a local market entrant to save costs and design a more efficient network. The Florida Commission has indicated that BellSouth must make multi-jurisdictional trunks available so long as PLU factors are utilized. See, *In re: Consideration of BellSouth Telecommunications, Inc.'s entry into interLATA services pursuant to Section 271 of the Federal Telecommunications Act of 1996*, Docket No. 960786-TL; Order No. PSC-97-1459-FOF-TL, 97 FPSC 11:297. In its previous Order in connection with the first Sprint/BellSouth arbitration in Georgia, that Commission stated the following:

The Commission finds that Sprint's request is not technically infeasible. The Commission finds that currently, interexchange carriers mix interstate and intrastate traffic over the same trunk group. The

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<sup>9</sup> See Hearing Tr., Docket No. 6958-U, December 10, 1996, at 335: "Q. In your pre-filed direct testimony regarding this issue, Mr. Scheye, you seem to be saying that it's possible technically to route different types of traffic on a single trunk, is that correct? A. Correct."



Commission rules that for a reasonable period of time, Sprint shall be permitted to pass both local and toll traffic over a single trunk group, utilizing a percent local usage factor to jurisdictionally separate the traffic. This factor shall be subject to audit.

Order Ruling on Arbitration, Docket No. 6958-U (issued January 7, 1997), at 20 (emphasis added). During negotiations, BellSouth has not objected to the concept of routing multi-jurisdictional traffic over the same trunk group, but apparently does object to Sprint's proposed language that would clarify Sprint's right to route the multi-jurisdictional traffic, where technically feasible, over any type trunk group that Sprint chooses, including trunks that were purchased from BellSouth's access tariff. Sprint's request is certainly technically feasible. Moreover, the request is in accord with the Commission's previous ruling on this subject, which did not restrict in any manner the type of trunk over which Sprint may route its multi-jurisdictional traffic. Sprint will make the appropriate billing records available to BellSouth. In accord with the Commission's prior determination cited above, the parties can then utilize a percent local usage ("PLU") factor to separate the traffic by jurisdiction, and such PLU factor will be subject to audit. Accordingly, Sprint respectfully requests that the Commission adopt Sprint's proposed language for this provision:

In instances where Sprint combines traffic as set forth in this Section, BellSouth shall not preclude Sprint in any way from using existing facilities procured in its capacity as an interexchange carrier. In this circumstance, Sprint will preserve the compensation scheme for each jurisdiction of traffic that is combined. Sprint's failure to preserve this scheme and compensate BellSouth accordingly would constitute a violation of this Agreement.

**ISSUE NO. 10: Attachment 3, Interconnection, Sections 6.1.1, 6.1.1.1, 6.9, 7.7.8 – definition of “Local Traffic” for purposes of Reciprocal Compensation, characterization of ISP traffic as switched access traffic**

17.

- a) Statement of the Issue: Should Internet Service Provider (“ISP”) bound traffic be included in the definition of “local traffic” for purposes of reciprocal compensation under this Agreement?
- b) Sprint’s Position: Yes, ISP traffic is local in nature and should be included in the definition of “local traffic” for purposes of reciprocal compensation under the Agreement.
- c) BellSouth’s Position: No. ISP traffic is largely interstate in nature, and thus should not be included in the definition of “local traffic” for purposes of reciprocal compensation.
- d) Discussion: As the Commission is aware, the FCC determination that ISP bound traffic is jurisdictionally mixed and appears to be largely interstate has been vacated and remanded to the FCC.<sup>10</sup> However, in its previous decision,<sup>11</sup> the FCC recognized that parties may have agreed to reciprocal compensation for ISP bound traffic, or that a state Commission in the exercise of its authority to arbitrate interconnection disputes under Section 252 of the Act may have imposed reciprocal compensation obligations for this type of traffic. The FCC concluded in its previous Order that until the effective date of a federal rule regarding the appropriate method of inter-carrier compensation for this type of traffic, parties are bound by their existing interconnection agreements as interpreted by the relevant state Commission: “[I]n the absence of a federal rule, state commissions have the authority under Section 252 of

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<sup>10</sup> *Bell Atlantic Telephone Cos. v. FCC*, 206 F.3d 1 (D.C. Cir., March 24, 2000).

<sup>11</sup> *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, CC Docket Nos. 96-98, 99-68, 14 FCC Rcd 3689 (1999).

the Act to determine inter-carrier compensation for this traffic.”<sup>12</sup> Accordingly, this Commission clearly has the authority to determine that for purposes of the Sprint/BellSouth interconnection agreement, ISP traffic should be subject to reciprocal compensation.<sup>13</sup> In the event that upon remand, the FCC subsequently adopts a different compensation scheme for ISP traffic and applies its determination to then existing interconnection agreements, the parties could then modify their Agreement to reflect that determination.

**ISSUE NO. 11: Attachment 3, Interconnection, Section 6.1.6 – Tandem charges for comparable area**

18.

- a) Statement of the Issue: Where the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC’s tandem switch, should the rate for such other carrier be the incumbent LEC’s tandem interconnection rate?
- b) Sprint’s Position: Yes. Where Sprint’s local switch covers a comparable geographic area to the area serviced by BellSouth’s tandem, Sprint is permitted under FCC Rule 711(a)(3) to charge BellSouth the tandem interconnection rate.
- c) BellSouth’s Position: No. In order for a ALEC to appropriately charge tandem rate elements, the ALEC must demonstrate to the Commission that: 1) its switch serves a comparable geographic area to that served by the ILEC’s tandem switch; and 2) its switch performs local tandem functions. BellSouth believes the ALEC should only be compensated for the functions that it actually provides.
- d) Discussion: FCC Rule 711(a) generally provides for symmetrical rates for the transport and termination of local traffic. Specifically, FCC Rule 711(a)(3) requires

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<sup>12</sup> Id., at 3706.

that where Sprint's local switch covers a comparable geographic area to the area served by BellSouth's tandem, Sprint may assess BellSouth the tandem interconnection rate. See also Local Competition Order, at Paragraph 1089: "Given the advantages of symmetrical rates, we direct states to establish presumptive symmetrical rates based on the incumbent LEC's costs for transport and termination of traffic when arbitrating disputes under section 252(d)(2) . . ." BellSouth has not agreed to Sprint's language specifying symmetrical rate treatment in this situation, and Sprint requests that the Commission adopt Sprint's proposed language.

**ISSUE NO. 12: Attachment 3, Interconnection, Sections 6.1.7, 6.7.1, 7.7.9 – inclusion of IP telephony in definition of "Switched Access Traffic"**

19.

- a) Statement of the Issue: Should voice-over-Internet ("IP telephony") traffic be included in the definition of "Switched Access Traffic", thus obligating Sprint to pay switched access charges for such calls?
- b) Sprint's Position: No. IP telephony traffic should be considered local traffic for purposes of reciprocal compensation.
- c) BellSouth's Position: Yes, the definition of "Switched Access Traffic" should include IP telephony, and Sprint should pay switched access charges for these calls.
- d) Discussion: IP telephony should not be included in the definition of Switched Access Services Traffic in the parties' interconnection agreement. Although the FCC has suggested that some IP telephony resembles switched access traffic, it has not made a definitive determination regarding the regulatory treatment of IP telephony. Accordingly, the parties' interconnection agreement should not prejudice this issue, but should be silent on it.

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<sup>13</sup> The D.C. Circuit's *vacatur* and remand of the FCC's ruling did not consider the FCC's determination that state Commissions have the authority to require ILEC payments to ALECs for ISP reciprocal compensation.

**ISSUE NO. 13: Attachment 3, Interconnection, Section 7 – Inclusion of Remote Access Server (RAS) Network Interconnection language**

20.

- a) Statement of the Issue: Should BellSouth be permitted to require Sprint to use a different network configuration for ISP-related traffic?
- b) Sprint's Position: No. The section on RAS Network Interconnection should be struck in its entirety from the parties' interconnection Agreement.
- c) BellSouth's Position: Yes.
- d) Discussion: The Remote Access Server ("RAS") is only one of the network elements in a "soft switch". A soft switch is a next generation distributed network software switch. It is accepted by industry bodies as the equivalent to a Bell Operating Company ("BOC") end office for the termination of calls from the public switched telephone network ("PSTN"). Sprint believes that traffic that originates on BellSouth's network by dialing a PSTN directory number residing on Sprint's network should be routed across interconnection trunks to the Sprint network for call termination regardless of the equipment classification of the end-user. Moreover, there is no justification for BellSouth's attempt to force Sprint to utilize a different network configuration and different compensation scheme for ISP-related traffic. ISP traffic should be treated no differently than local traffic, for purposes of network design as well as for purposes of reciprocal compensation. Accordingly, Sprint requests that the entire RAS section be struck from the parties' interconnection Agreement.

**Issue No. 14: Attachment 4 and 4A, Collocation, Section 6.4 --Provisioning intervals for physical and virtual collocation.**

21.

- a) Statement of the Issue: Should the parties' interconnection agreement include provisioning intervals proposed by Sprint, modified to reflect the intervals ordered by the Florida Public Service Commission, for physical and virtual collocation and other provisioning intervals?
- b) Sprint's Position: Yes.
- c) BellSouth's Position: BellSouth's position in the Georgia arbitration proceeding is "No". Upon a firm order by an applicant carrier, BellSouth will provision physical collocation as quickly as possible, but within 90 business days under ordinary circumstances and 130 business days under extraordinary conditions. As to virtual collocation, BellSouth will provision a firm order as quickly as possible, but within 50 business days under ordinary circumstances and 75 business days under extraordinary conditions. BellSouth has not communicated to Sprint that it has altered its position relative to the Florida negotiations.
- d) Discussion: In Section 6.4 of the parties' agreement, BellSouth proposes a single provisioning interval of ninety (90) to one hundred thirty (130) business days for both physical caged and cageless collocation. The Commission has ordered provisioning intervals of 90 calendar days for physical collocation (caged or cageless) and 60 calendar days for virtual collocation (See, Order No. PSC-99-1744-TP ("PAA Collocation Order") and Order No. PSC 00-941-FOF-TP ("Generic Collocation Order")). If BellSouth is held accountable and required by this Commission to commit to a reasonable firm interval for provisioning physical and virtual collocation, this accountability will provide the incentive for BellSouth to better manage its work activities and concurrent processes. Sprint requests that BellSouth be required to include the intervals previously adopted by the Commission in its proposed language.

**Issue No. 15: Attachment 4, Collocation, Section 6.4 -- Construction and provisioning interval**

22.

- a) Statement of the issue: Is it appropriate for BellSouth to exclude from its physical caged collocation interval the time interval required to secure the necessary building licenses and permits?
- b) Sprint's position: No. BellSouth should be held accountable for the time required to complete all of the necessary tasks related to the provisioning of physical collocation, which includes the time required to obtain necessary building permits.
- c) BellSouth's position: In the Georgia arbitration proceeding, BellSouth's position is yes. BellSouth should not be held responsible for the time required to obtain building permits, because this process is largely outside of BellSouth's control. BellSouth has not communicated to Sprint that it has altered its position relative to the Florida negotiations.
- d) Discussion: It is not appropriate to exclude permit-processing times from BellSouth's physical caged collocation provisioning interval. In its Generic Collocation Order, the Commission has determined that the provisioning intervals may not be unilaterally extended for any reason. If BellSouth encounters difficulties in meeting the intervals (including delays due to the permitting process), and the parties cannot mutually agree to an extension, then BellSouth must request Commission approval of an extension via the process established by the Commission in the PAA Collocation Order. BellSouth should be required to manage the provisioning of physical collocation so that the permitting runs concurrently with other work activity that BellSouth performs in order to complete the collocation provisioning process. If BellSouth is held accountable for the entire collocation provisioning interval, this accountability will provide the incentive for BellSouth to better manage its work activities and concurrent processes. Accordingly, Sprint urges the Commission to support Sprint's position as consistent

with the Commission's Generic Collocation Order and PAA Collocation Order and to require BellSouth to include permit processing time in the mandated 90 calendar day physical collocation provisioning interval.

**ISSUE NO. 16: Attachment 4, Collocation, Section 2.2.2 – Time frame to provide reports regarding space availability**

23.

- a) Statement of the Issue: Regarding multiple requests for collocation space availability reports on specific BellSouth central offices, should BellSouth provide such reports within the time intervals proposed by Sprint?
- b) Sprint's Position: Yes. Sprint should not be penalized for requesting space availability reports for multiple central office locations.
- c) BellSouth's Position: BellSouth has proposed that the response time for report requests for more than five central offices will be negotiated between the parties.
- d) Discussion: Sprint has suggested reasonable firm time intervals in which BellSouth should respond to Sprint's multiple requests for collocation space availability reports for specific central offices. If the central office is located in one of the top 100 Metropolitan Statistical Areas ("MSAs"), Sprint asserts that BellSouth should be able to respond to all multiple requests for space availability reports within ten calendar days. For multiple requests involving central offices that are located in areas outside of one of the top 100 MSAs but inside the same state, Sprint has proposed a detailed schedule of firm response times. Sprint's proposal is equitable, and clearly sets forth in the parties' Agreement the response times for situations involving multiple requests for space availability reports.



**ISSUE NO. 17: Attachment 4, Collocation, Section 2.7 – Priority of space assignment for “space exhausted” Central Offices**

24.

- a) Statement of the Issue: Should Sprint be given space priority over other ALECs in the event that Sprint successfully challenges BellSouth's denial of space availability in a given central office, and the other ALECs who have been denied space do not challenge?
- b) Sprint's Position: Yes. It would be inequitable for ALECs that did not contest BellSouth's claims of space exhaust in a particular central office to reap the benefits of Sprint's legal challenge to the detriment of Sprint.
- c) BellSouth's Position: BellSouth's position is to assign space strictly on a “first-come, first served” basis.
- d) Discussion: In the situation where Sprint is on a waiting list with other ALECs for space availability in a given central office, and the Commission accepts Sprint's arguments challenging BellSouth's denial of space for that central office, it is reasonable that Sprint should be given priority of space assignment over other ALECs on the waiting list who chose not to legally challenge BellSouth's denial of space. First, it would be inequitable in the above described situation for ALECs to ride the legal “coattails” of Sprint and benefit from Sprint's expenditure of resources to the potential detriment of Sprint. Second, such a result might have a chilling effect on Sprint and other ALECs who decide not to challenge a dubious denial of space in a given central office due to the real possibility that such action may not at all benefit the company who mounts the legal challenge, but rather that company's competitors. Lastly, BellSouth's “first come, first serve” policy gives BellSouth the incentive to deal less equitably with those companies who are further down on the waiting list without incurring any serious risk of legal repercussions from such conduct. Sprint requests

that the Commission adopt Sprint's proposed language and allow the ALEC who mounts a successful legal challenge to space denials to receive the benefit.

**Issue No. 18: Attachment 4, Collocation, Section 5.4 - Demarcation point**

25.

- a) Statement of the Issue: Should Sprint have the ability to designate the point of demarcation, in or adjacent to its collocation space, and to use a Point of Termination (POT) bay as the demarcation point?
- b) Sprint's Position: Yes. Sprint's collocation space is the appropriate demarcation point and Sprint should have the option to use a Point of Termination (POT) bay or other intermediate point of interconnection as the point of demarcation.
- c) BellSouth Position: No. BellSouth should be allowed to designate the points of demarcation between Sprint's and BellSouth's networks. POT Bays should not serve as the termination point.
- d) Discussion: In the Generic Collocation Order the Commission determined that the ALEC's collocation site is the appropriate demarcation point. According to the Order, the ILEC should designate the location of such a point at the perimeter of an ALEC's space. Further, the Commission observed that "although the FCC prohibits ILECs from requiring POT bays or other intermediate points of interconnection, ALECs are not prohibited from choosing them." Generic Collocation Order at Issue 9. Sprint desires the ability, if it so chooses, to designate the Point of Termination (POT) bay, frame or digital cross-connect in or adjacent to Sprint collocation space as the point of termination. Accordingly, Sprint urges the Commission to specify that this option is available to Sprint.

25.

**Issue No. 19: Attachment 4, Collocation, Section 6.4.1 - Additions and augmentations**

26.

- a) Statement of the Issue: In instances where Sprint desires to add additional collocation equipment that would require BellSouth to complete additional space preparation work, should BellSouth be willing to commit to specific completion intervals for specific types of additions and augmentations to the collocation space?
  
- b) Sprint's Position: Yes.
  
- c) BellSouth's Position: In the Georgia arbitration BellSouth's position is "No." BellSouth will have different implementation intervals depending on the type of addition or augmentation, so each one needs to be reviewed individually. Thus, each addition or augmentation should be treated in the same manner as a new application. Ultimately, the amount of work and associated time to complete the work depends on the requested change and the central office. The same augmentation work can be done in different central offices and require different infrastructure, building and power jobs to meet the needs of the request. BellSouth has not communicated to Sprint that it has altered its position relative to the Florida negotiations.
  
- d) Discussion: In its Generic Collocation Order, the Commission has provided specific intervals for responding to an augmentation request and for provisioning the requested changes to the collocation arrangement. The Commission requires BellSouth to respond to an application for augmentation with all information necessary to complete a firm order within 15 calendar days of receipt of the application. The requested changes must be provisioned within 45 calendar days from receipt of the firm order. If BellSouth cannot meet these required intervals and the parties cannot agree on an extension of the intervals, the Commission requires BellSouth to apply to the Commission for an extension of time within 30 days of receipt of the firm order.

Sprint urges the Commission to require BellSouth to include the Commission-mandated intervals in its proposed language.

**Issue No. 20: Attachment 4, Collocation, Section 6.5 - Use of BellSouth certified vendor to perform work required outside of Sprint's collocation space.**

27.

- a) Statement of the Issue: Should BellSouth be responsible for performing any or all engineering and installation work that is outside Sprint's collocation space?
- b) Sprint's Position: Yes. In some instances, BellSouth will be the best-qualified and most logical choice to be responsible for performing the necessary work functions in the most time-efficient and cost-efficient manner.
- c) BellSouth's Position: In the Georgia arbitration proceeding BellSouth's position is no. BellSouth is a telecommunications carrier and, as such, there is no requirement for BellSouth to perform as a contractor or vendor for Sprint. BellSouth provides a list of certified vendors to all ALECs including Sprint. The list is the same list BellSouth uses for its own installation work. Sprint should use the list in the same manner as BellSouth. BellSouth does not do its own installations. BellSouth has not communicated to Sprint that it has altered its position relative to the Florida negotiations.
- d) Discussion: In its Generic Collocation Order, the Commission has determined that the demarcation point establishes the point at which each carrier is responsible for all activities on its side. For this reason, the Commission has determined that the ALEC's collocation space is the appropriate demarcation point, although the ALEC and the ILEC may negotiate alternative demarcation points up to the CDF. In addition, the Commission has determined that the ILEC is responsible for coordinating and performing all work outside of the ALEC's collocation space. To the extent that the Generic Collocation Order allows the parties to negotiate a demarcation point outside

of Sprint's collocation space, Sprint requests that the Commission adopt Sprint's proposed language permitting Sprint, at its option, to use BellSouth to complete the installation and engineering work outside of Sprint's collocation space.

**ISSUE NO. 21: Attachment 4, Collocation, Section 6.9 – Transition from virtual collocation to physical collocation**

28.

- a) Statement of the Issue: Are there situations where Sprint should be permitted to convert in place when transitioning from a virtual collocation arrangement to a cageless physical collocation arrangement?
- b) Sprint's Position: Yes. If Sprint does not request any changes to an arrangement other than to transition from virtual to cageless physical collocation, Sprint should be allowed to convert the arrangement in place. Further, BellSouth should not be permitted to charge full application fees in such situations.
- c) BellSouth's Position: BellSouth has rejected Sprint's proposed language and has proposed unreasonable restrictions on Sprint's ability to convert in place.
- d) Discussion: There are no legitimate reasons why BellSouth cannot convert in place. Sprint's position concurs with the Commission's Generic Collocation Order:

Furthermore, regarding relocation of equipment, the record supports that the ALEC's equipment may remain in place even if it is in the ILEC's equipment line-up when converting from virtual to cageless physical collocation. It appears that to require relocation of equipment under these circumstances would be unduly burdensome and costly to the ALEC without any benefit.

See Generic Collocation Order, at Issue 5. Such conversions in place should be accomplished without Sprint incurring full application fees, consistent with the

Generic Collocation Order. Sprint urges this Commission to adopt Sprint's proposed language, which is in compliance with the Generic Collocation Order.

**ISSUE NO. 22: Attachment 8, Rights-of-Way, Conduits, and Pole Attachments, Sections 6.2, 9.5: Payment in advance for make-ready work performed by BellSouth**

29.

- a) Statement of the Issue: Should Sprint be required to pay the entire cost of make-ready work prior to BellSouth's satisfactory completion of the work?
- b) Sprint's Position: It is customary in situations involving construction-related work for payment or a portion thereof, to be due upon satisfactory completion of the work.
- c) BellSouth's Position: Sprint must pay for all make-ready work in advance. BellSouth will not schedule the work to be performed until payment is received.
- d) Discussion: By seeking to make Sprint pay for make-ready work entirely in advance, BellSouth would arbitrarily deprive Sprint of its primary recourse in the event that the work is not performed in a satisfactory manner. Sprint has offered to pay for half of the estimated costs in advance and the remainder upon completion of the work to Sprint's satisfaction, but BellSouth has apparently rejected this reasonable alternative language. Sprint's request is reasonable, and Sprint requests that the Commission adopt Sprint's proposed language.

**ISSUE NO. 23: Attachment 9, Performance Measurements, Section 3.3.1 -- Benchmark Based on BellSouth Affiliate Performance**

30.

- a) Statement of the Issue: Should the Agreement contain a provision stating that if BellSouth has provided its affiliate preferential treatment for products or services as compared to the provision of those same products or services to Sprint, then the

applicable standard (i.e., benchmark or parity) will be replaced for that month with the level of service provided to the BellSouth affiliate?

- b) Sprint's Position: Yes, it is appropriate to require BellSouth to provide to Sprint the identical standard of service that it provides to: a) its affiliate; or b) its retail end-user, whichever level of service is better.
- c) BellSouth's Position: No. BellSouth wishes to address all remedies-related provisions in connection with its VSEEM III penalties proposal.
- d) Discussion: BellSouth's parity obligations under the Act require that BellSouth provide the same quality of service to its competitors as it provides to itself. See FCC Rule 51.305(a): "An incumbent LEC shall provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the incumbent LEC's network: . . . 3) that is at a level of quality that is equal to that which the incumbent LEC provides itself, a subsidiary, an affiliate, or any other party. . ." (emphasis added). See also 47 U.S.C. 251(c)(3), which articulates BellSouth's obligation under the Act to provide nondiscriminatory access to UNEs. In those situations where BellSouth is providing a superior level of service to its affiliates or retail end-users, the only real way in which to ensure that BellSouth is meeting its parity obligations and actually providing nondiscriminatory access to UNEs is to require BellSouth to provide ALECs with the identical level of service as BellSouth provides to its affiliates or retail end-users.

For purposes of measuring BellSouth affiliate performance, Sprint believes that "affiliate" should be defined as provided in 47 U.S.C. 153: "The term "affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent."

If this Commission concludes that BellSouth has provided its affiliate or retail end-user preferential treatment of products/services over those same products/services provided to any ALEC, then the parties' Agreement should provide that the standard, either parity or a benchmark, should be replaced for that month with the level of service provided to the BellSouth affiliate or retail end-user. This revised affiliate-based standard should be used to calculate all applicable penalties. During negotiations, BellSouth, without a great deal of comment, rejected Sprint's proposal, stating simply that all remedies-related contract language should be discussed in connection with BellSouth's VSEEM III penalties proposal. Sprint urges the Commission to adopt Sprint's language and make parity in this instance a tangible requirement for BellSouth.

**ISSUE NO. 24: Attachment 9, Performance Measurements, Section 5.9 --  
Disaggregation of Measurement Data**

31.

- a) Statement of the Issue: Should BellSouth geographically disaggregate its measurement data consistent with the geographic units that BellSouth currently utilizes when producing external or internal performance related reports in Florida, and, if BellSouth has not established geographical units in Florida smaller than state-wide reporting, should Metropolitan Statistical Area ("MSA") level reporting be the default level of geographic disaggregation?
- b) Sprint's Position: Yes, BellSouth should disaggregate its measurement data consistent with the manner in which it geographically disaggregates its other external or internal performance-related reports. If no such smaller unit of geographic disaggregation is utilized in Florida, BellSouth should be required to disaggregate data on the MSA level.
- c) BellSouth's Position: BellSouth contends that state level reporting is the appropriate default level of geographic disaggregation.



- d) Discussion: Sprint strongly believes that performance measurements reporting on the basis of a smaller geographic unit than an entire state is critical in order for ALECs such as Sprint to effectively evaluate whether BellSouth is providing nondiscriminatory interconnection and access to unbundled network elements. To the extent that BellSouth has not established such reporting subdivisions, reporting at the MSA level is an appropriate default. In its interim Order in connection with the Louisiana Public Service Commission's ("LPSC") pending performance measurements proceedings, the Louisiana Commission required BellSouth "to report its performance measurements at the regional, state, and MSA."<sup>14</sup>

**ISSUE NO. 25: Attachment 9, Performance Measurements, Section 6 – Audits**

32.

- a) Statement of the Issue: Should the Agreement include BellSouth's limited performance measurements audit proposal that provides for one annual, aggregate level audit, as reflected in Appendix C of BellSouth's current Service Quality Measurement ("SQM") document?
- b) Sprint's Position: No. Sprint's proposal, which provides for an initial comprehensive audit, and up to three "mini-audits" per year, more realistically provides the scope, level and frequency of performance-related data so that Sprint can accurately verify whether BellSouth is providing nondiscriminatory interconnection and access to unbundled network elements.
- c) BellSouth's Position: Yes, BellSouth's annual audit proposal as reflected in the SQM is a sufficient audit mechanism.

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<sup>14</sup> General Order, LPSC Docket U-22252, Subdocket C (issued August 31, 1998), at 2.

- d) Discussion: BellSouth's currently proposed audit mechanism is woefully inadequate and will not provide the detailed, comprehensive data that ALECs such as Sprint need in order to adequately assess whether BellSouth is providing nondiscriminatory interconnection and access to UNES. Moreover, BellSouth's proposed language bestows upon BellSouth the very broad right to make unilateral changes to its audit plan "as growth and changes in the industry dictate." Sprint's proposal provides for an "initial audit" that would include an evaluation of the systems and procedures associated with the compilation and reporting of performance measurements data. BellSouth would pay for the services of an independent auditor to complete the initial audit. Under certain circumstances, Sprint would also have the right to conduct up to three "mini-audits" of individual performance measures and or sub-measures during the calendar year. These "mini audits" would be based on at least two months of data or raw data supporting the performance measurements results in question. Under Sprint's language, Sprint would in most cases pay for the costs of the independent auditor performing the "mini-audit" (unless, e.g., BellSouth is found to have materially misrepresented data). Sprint respectfully submits that its proposed audits mechanism will provide Sprint with the assessment tools it needs in order to adequately determine whether BellSouth is fulfilling its parity obligations under the Act.

**ISSUE NO. 26: Attachment 9, Performance Measurements, and Section 7.2  
Effective Date of BellSouth's VSEEM III Remedies Proposal**

33.

- a) Statement of the Issue: Should the effective date of BellSouth's VSEEM III remedies proposal be tied to the date that BellSouth receives interLATA authority for the jurisdiction in question?
- b) Sprint's Position: No.

- c) BellSouth's Position: Yes, in fact, BellSouth's offer of the VSEEM III remedies proposal is contingent upon Sprint's acceptance of BellSouth's proposed effective date.
- d) Discussion: The FCC's ultimate approval or rejection of BellSouth's application for Section 271 relief for the jurisdiction in question has little or nothing to do with establishing appropriate performance measures and thereby verifying BellSouth's nondiscriminatory provision of interconnection and access to unbundled network elements to Sprint and other ALECs. The Commission should summarily reject BellSouth's attempt to link interLATA relief with the establishment of appropriate remedies for poor performance. Since BellSouth has completely refused to negotiate the particulars of its remedies plan unless Sprint agrees to BellSouth's unreasonable and self-serving proposed effective date for the plan, Sprint requests that the Commission adopt Sprint's proposed language.

**ISSUE NO. 27: Attachment 9, Performance Measurements, Exhibit B ("Statistical Methods") – Application of statistical methodology to Service Quality Measurements ("SQM") document.**

34.

- a) Statement of the Issue: Should BellSouth be allowed to omit the statistical methodology in Exhibit B from its SQM performance measures provided to Sprint?
- b) Sprint's Position: No. Without the application of BellSouth's statistical methodology to the SQM set of measures, Sprint will have no way to accurately determine whether there are statistically significant differences between BellSouth's performance when provisioning service to its own retail customers and affiliates and its performance to Sprint.
- c) BellSouth's Position: Yes. The statistical methodology contained in Exhibit B is part of and was developed in connection with the VSEEM III set of remedy measures. Since BellSouth will not discuss the VSEEM III remedy plan with Sprint unless Sprint

agrees with BellSouth's proposed effective date for the remedy plan, BellSouth also will not discuss or offer the statistical methodology included in Exhibit B.

- d) Discussion: During recent negotiations, Sprint discovered that BellSouth does not intend to offer the statistical methodology contained in Exhibit B to Sprint because it is BellSouth's position that Exhibit B is part of and developed in connection with BellSouth's VSEEM III remedy plan that BellSouth has withdrawn from discussion between the parties unless or until Sprint consents to BellSouth's proposed effective date for the VSEEM III plan (see above). This position is illogical. BellSouth has offered to Sprint the SQM set of performance measures contained in Exhibit A of Attachment 9, and Sprint contends that those measures are largely meaningless unless Sprint can employ mutually agreed upon statistical techniques in order to determine whether there are statistically significant differences between BellSouth's performance when provisioning service to its own retail customers and affiliates and its performance to Sprint. Sprint requests that the Commission require BellSouth to provide the Statistical Methods in Exhibit B in conjunction with the SQM measures contained in Exhibit A.

#### **CONTRACT PROVISIONS CURRENTLY UNDER NEGOTIATION**

35.

As indicated earlier, Sprint and BellSouth are continuing to negotiate issues. The status of most of these remaining issues can be accurately described as a matter of drafting mutually acceptable contract language or the parties further considering their respective positions. Sprint has identified the contract provisions it believes to be remaining open between the parties at this time in Exhibit "B" to this Petition, and has summarized the subject matter and status for each of these open issues. These open contract provisions are numbered in Exhibit "B" from 28 to 95, consecutively. As well as the issues discussed above, Sprint also requests arbitration of the open issues in Exhibit B. Many of the issues

in Exhibit B, however, should be resolved prior to the hearing in connection with this matter.

### **ISSUES DISCUSSED AND RESOLVED BY THE PARTIES**

36.

Sprint and BellSouth have reached agreement on some issues, as should be indicated in the official version of the draft interconnection Agreement to be filed by BellSouth in this matter. If BellSouth disagrees with the status of any issues currently indicated as agreed, or if Sprint disagrees with the wording that purportedly reflects the agreement of the parties in the official version of the draft interconnection Agreement to be filed by BellSouth, Sprint respectfully reserves the right to seek Commission arbitration of any such additional issues.

### **CONCLUSION**

37.

WHEREFORE, in recognition of the foregoing arguments and positions set forth herein and in the Exhibits attached hereto, Sprint requests that the Commission require BellSouth to agree to the terms and conditions proposed by Sprint as reflected herein and in the draft interconnection agreement between the parties, and any such further relief as the Commission deems just and proper.

Respectfully submitted this 10<sup>th</sup> day of July 2000.

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EXHIBIT "A"



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March 20, 2000

**VIA FACSIMILE AND FEDERAL EXPRESS**

Mr. Chris Boltz  
Manager -- Interconnection Services  
BellSouth Telecommunications, Inc.  
675 West Peachtree Street  
Room 34S91  
Atlanta, Georgia 30375

RE: Sprint/BellSouth interconnection negotiations for Florida

Dear Ms. Boltz:

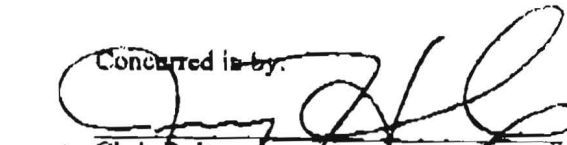
As you know, Sprint Communications Company L.P. ("Sprint") and BellSouth Telecommunications, Inc. ("BellSouth"), pursuant to Section 252(a) of the Telecommunications Act of 1996 ("Act"), have been engaged in interconnection negotiations for the State of Florida. In accordance with your recent telephone discussions with Ms. Melissa Clogz of Sprint, Sprint and BellSouth desire to re-initiate negotiations for an interconnection agreement in Florida effective February 1, 2000, pursuant to Section 252 of the Act. Such action will allow the parties to continue their good-faith negotiations, and will facilitate in limiting the number of open issues which may go to arbitration, in the event that Sprint or BellSouth requests that the Florida Public Service Commission arbitrate the open issues. Accordingly, Sprint and BellSouth agree that: 1) the date BellSouth received Sprint's request for interconnection negotiations shall be considered to be February 1, 2000; 2) the 135<sup>th</sup> day of the arbitration "window" pursuant to Section 252(b)(1) of the Act is June 15, 2000; and 3) the 160<sup>th</sup> day is July 10, 2000.

Please sign and return this letter to me at your earliest convenience. Thank you for your assistance, and please call me if you should have any questions.

Sincerely,

  
William R. Atkinson  
Attorney, State Regulatory

Concurred in by:

  
for Chris Boltz  
Manager - Interconnection Services  
BellSouth Telecommunications, Inc.

Cc: Mr. Steve Kilmacek  
Mr. Charles Rehwinkel



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EXHIBIT "B"

# BELL SOUTH ISSUES MATRIX

Issue	Attachment	Section	Description	Status
28	Terms and Conditions	29	Responsibility for Environmental Hazards	Parties comparing environmental language in T&Cs to environmental language in Attachment 4
29	Terms and Conditions	Part B	Definitions	Open - Most definitions agreed to - Parties offering competing language for some definitions
30	Attachment 1 - Resale	4.5 (specifically, 4.5.1.3.2; 4.5.1.3.3; 4.5.1.4; and 4.5.2.2)	Support Functions	Open subject to Sprint and BellSouth review.
31	Attachment 1 - Resale	Exhibit B	Exclusions/limitations on Services Available for resale	OK for Ga. Open for other BST states subject to Sprint review.
32	Attachment 2 - Network Elements and Other Services	2.2.11	Order Coordination - Time Specific	Ga. rates OK. Rates for other states open to Sprint
33	Attachment 2 - Network Elements and Other Services	2.2.14	Order Coordination - Time Specific for Unbundled Copper Loops	Ga. rates OK. Rates for other states+E13 open to Sprint
34	Attachment 2 - Network Elements and Other Services	2.3.2.6	HDSL2-Compatible ULL	Open to BellSouth to validate code provided by Sprint
35	Attachment 2 - Network Elements and Other Services	7.2.1.2	Unbundled Sub-Loop	Open. BellSouth to reword in order to incorporate concept of line and station transfer.

## BELL SOUTH ISSUES MATRIX

Issue	Attachment	Section	Description	Status
36	Attachment 2 - Network Elements and Other Services	7.4	Unbundled Network Terminating Wire	Open to both Parties. BellSouth to provide 2nd Qtr 2000 standard language.
37	Attachment 2 - Network Elements and Other Services	11	Packet Switching	Sprint review of BellSouth's proposed packet switching section. BellSouth drafted collocation in RT language and recently submitted for Sprint review. Sprint to submit location-specific packet switching language.
38	Attachment 2 - Network Elements and Other Services	12	Enhanced Extended Link ("EEL")	Sprint review of BellSouth's proposed EELs section (including rates).
39	Attachment 2 - Network Elements and Other Services	12.4	Special access service conversions	Open. Sprint to propose that parties conform BST's proposed contract language to FCC's Supplemental Order Clarification in CC Docket No. 96-98 (issued 6/2/00), especially paragraphs 22 and 23.
40	Attachment 2 - Network Elements and Other Services	13	Loop/port combinations	Open to Sprint review of BellSouth's proposed Loop/Port Combination section. Sprint to provide alternative definition of loop/port combination.
41	Attachment 2 - Network Elements and Other Services	14.4.4.1	Branding for facilities-based carriers	Open to Sprint and BellSouth regarding software solution.
42	Attachment 2 - Network Elements and Other Services	14.4.4.2	Charges for Customized Branding	Open for BellSouth to check with subject matter experts.
43	Attachment 2 - Network Elements and Other Services	Exhibit C	UNE Rates	Open to Sprint Review

# BELL SOUTH ISSUES MATRIX

Issue	Attachment	Section	Description	Status
44	Attachment 3 - Network Interconnection	Entire Attachment		Open. Initial discussions regarding a substantial re-write of this Attachment were conducted on 6/2. Because fundamental interconnection concepts are now open, sections previously agreed to are necessarily affected and must be considered open as well.
45	Attachment 3 - Network Interconnection	Exhibit A	Local Interconnection Rates	Open to Sprint Review
46	Attachment 4 - Physical Collocation		Space reservation	Open for BellSouth to consider Sprint proposed language
47	Attachment 4 and 4A - Physical Collocation, Virtual Collocation and Remote Terminal Collocation	<u>Passim</u>	Calculation of intervals for physical, virtual and remote terminal collocation with calendar days versus business days	OK, subject to Sprint check of next collocation redline. BellSouth has recently agreed to convert all intervals from business to calendar days
48	Attachment 4 - Physical Collocation	2.3	Provision of full-sized (24" x 36") engineering drawings and forecasts prior to the premises tour.	Open. Sprint to consider BellSouth proposal to provide floorplan on diskette.
49	Attachment 4 - Physical Collocation	2.5.1	Notification process when new space becomes available	BellSouth to propose alternative language for 2.5.1
50	Attachment 4 - Physical Collocation	2.6	Time frame to post public notification that space is not available	Open to clarify interval if stated as calendar vs. business days
51	Attachment 4 - Physical Collocation	3.4	Adjacent Collocation; BST proposed language regarding interference with access to existing or planned structures	Open to Sprint

# BELL SOUTH ISSUES MATRIX

Issue	Attachment	Section	Description	Status
52	Attachment 4 - Physical Collocation	6.2	Application response - business vs. calendar days	Open to Sprint and BellSouth; parties to discuss intervals due to BST's recent change to calendar days
53	Attachment 4 - Physical Collocation	6.3	Bona Fide Firm Order intervals; business vs. calendar days	Open to Sprint and BellSouth; parties to discuss intervals due to BST's recent change to calendar days
54	Attachment 4 - Physical Collocation	6.9	Virtual Collocation Transition	Open to Sprint and BellSouth. Disagree relates Sprint's ability to transition in place. See Arbitration Issue
55	Attachment 4 - Physical Collocation	Exhibit A	Rates for Physical Collocation	Open for Sprint's review; BellSouth researching designation of certain rates as interim.
56	Attachment 4 - Physical Collocation	Attachment A	Microwave Collocation	"Microwave Collocation Rates" open for BellSouth to submit true-up language
57	Remote Terminal Collocation			Entire attachment open to both Parties. Final RT collocation language received from BellSouth on 5/31.
58	Attachment 4A - Virtual Collocation		Inclusion of Rates, Terms and Conditions for Virtual Collocation	Open to BellSouth and Sprint to draft language for new Attachment .
59	Attachment 5 - Access to Numbers and Number Portability	1.4	Process for Porting of DID blocks	Sprint to consider BellSouth's proposed language

# BELLSOUTH ISSUES MATRIX

Issue	Attachment	Section	Description	Status
60	Attachment 5 - Access to Numbers and Number Portability	1.5	Process for Porting of Reserved numbers	Sprint to consider BellSouth's proposed language
61	Attachment 5 - Access to Numbers and Number Portability	4.3	Parameters for provision of INP-DID service	Open to Sprint review and to BST clarification on dialed sent-paid calls for interim number DID
62	Attachment 5 - Access to Numbers and Number Portability	4.3.1	INP-DID requires orders in blocks of 20	Open to Sprint.
63	Attachment 5 - Access to Numbers and Number Portability	4.4	Responsibility for Payment of Charges for sent-paid calls	BellSouth to check why operator - assisted non-sent paid call included in this list.
64	Attachment 5 - Access to Numbers and Number Portability	4.8	Transmission Quality of INP	Open to Sprint.E35 BellSouth proposes to strike the phrase "but shall meet or exceed the minimum transmission quality standards established by the Commission".
65	Attachment 5 - Access to Numbers and Number Portability	4.9	Billing of Access Charges on Ported numbers	BellSouth to provide explanation of why the tandem provider bills the interconnection charge in a portability arrangement instead of the other Party
66	Attachment 5 - Access to Numbers and Number Portability	5	Conversion from INP to PNP	Open. Sprint is reviewing new BellSouth proposed language.
67	Attachment 5 - Access to Numbers and Number Portability	6	Permanent Number Solution	Open. Sprint is reviewing new BellSouth proposed language.

## BELL SOUTH ISSUES MATRIX

Issue	Attachment	Section	Description	Status
68	Attachment 5 - Access to Numbers and Number Portability	7.1.1	Coordinated cutovers	Open to Sprint - what constitutes a coordinated cutover environment and BST-proposed deletion of Sprint's proposed language
69	Attachment 5 - Access to Numbers and Number Portability	7.2	Testing	Open to Sprint - what Systems are being tested.
70	Attachment 5 - Access to Numbers and Number Portability	7.3	Installation Timeframes	Open to Sprint - consider BellSouth proposed language. Section 7.3.1 is open to BellSouth.E42
71	Attachment 5 - Access to Numbers and Number Portability	7.4	Engineering and Maintenance	Open to Sprint - Rework Language
72	Attachment 5 - Access to Numbers and Number Portability	7.5	Operator Services and Directory Services	Open to BellSouth Review
73	Attachment 5 - Access to Numbers and Number Portability	Exhibit A	Number Portability Rates	Open to Sprint review
74	Attachment 6 - Ordering and Provisioning	3.2	Single Point of Contact	Open to Sprint - consideration of process for Loss Notification Reports
75	Attachment 6 - Ordering and Provisioning	3.6	Cancellation charges	Open to Sprint and BST; review of appropriateness & applicability of cancellation charges

# BELLSOUTH ISSUES MATRIX

Issue	Attachment	Section	Description	Status
76	Attachment 6 - Ordering and Provisioning	3.7	Acknowledgement receipts for interface network processing	Open to BellSouth; BellSouth to propose language in response to Sprint proposed language
77	Attachment 6 - Ordering and Provisioning	3.8 - 3.20	Miscellaneous ordering and provisioning guidelines	New Sections open to Sprint review.
78	Attachment 6 - Ordering and Provisioning	Exhibit A	OSS Rates Table	Open to Sprint review.
79	Attachment 7 - Billing and Billing Accuracy Certification	Exhibit A	ODUF/EODUF/ADUF/CMDS Rates	Open to Sprint review.
80	Attachment 8 - Rights-of-Way, Conduits and Pole Attachments	6.2	Make-ready work: payment in advance	Open for BellSouth to draft alternative language. Disagree on issue of advance payment. See arbitration issue.
81	Attachment 8 - Rights-of-Way, Conduits and Pole Attachments	6.4	Completion of make-ready work	Open for Bellsouth to review Sprint's proposed language
82	Attachment 8 - Rights-of-Way, Conduits and Pole Attachments	7.1.1	Review of application	BellSouth to add alternative language to redline
83	Attachment 8 - Rights-of-Way, Conduits and Pole Attachments	8.2	Prelicense survey	BellSouth to consider Sprint's proposed language and add to redline



## BELLSOUTH ISSUES MATRIX

Issue	Attachment	Section	Description	Status
84	Attachment 8 - Rights-of-Way, Conduits and Pole Attachments	9.3	Agreement to pay for all make ready work completed	Bellsouth to add Sprint's alternative language to redline and consider
85	Attachment 8 - Rights-of-Way, Conduits and Pole Attachments	9.5	Make-ready work on an expedited basis	Open to both parties. Parties to consider moving to Section 6. BellSouth to add Sprint's proposed language to redline and consider. Disagree on issue of advance payment.
86	Attachment 8 - Rights-of-Way, Conduits and Pole Attachments	10.4.1	Identification of attachments	Open to BellSouth; BellSouth to provide alternative language.
87	Attachment 8 - Rights-of-Way, Conduits and Pole Attachments	13.1.2	Rearrangement of facilities at request of another	Open for Bellsouth to further discuss expense of notification. BST to add Sprint's proposed language to redline.
88	Attachment 8 - Rights-of-Way, Conduits and Pole Attachments	18.1	Removal of Sprint's facilities – pole attachments	Open. Disagree on length of time period Sprint has to remove attachments.
89	Attachment 8 - Rights-of-Way, Conduits and Pole Attachments	22	Insurance	OK subject to check. BellSouth to add Sprint's proposed changes to redline.
90	Attachment 9 - Performance measurements	2.1	Reporting	Open for BST to consider.
91	Attachment 9 - Performance measurements	7	Enforcement mechanisms	All of Section 7 open . Because of disagree on 7.2 ("Effective Date" – see arbitration issue 27), BST will not discuss Sprint 's changes to rest of Section 7, and states that BST's enforcement mechanism proposal is contingent on Sprint's acceptance of "effective date"

## WELLSOUTH ISSUES MATRIX

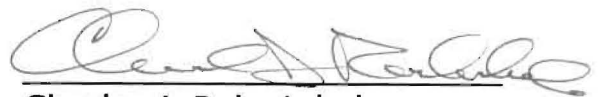
Issue	Attachment	Section	Description	Status
92	Attachment 9 - Performance measurements	Exhibit B	Statistical methods	See notes on Section 7.
93	Attachment 9 - Performance measurements	Exhibit C	Technical Descriptions (related to statistical methodology)	See notes on Section 7.
94	Attachment 9 - Performance measurements	Exhibit D	BST VSEEM Remedy Procedure	See notes on Section 7.
95	Attachment 9 - Performance measurements	Exhibit A	SQM	OK subject to verification that SQM incorporates latest La. SQM changes.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that U.S. Mail or hand-delivery served a true and correct copy of the foregoing this 10th day of July 2000 to the following:

Nancy B. White  
C/o Nancy H. Sims  
BellSouth Telecommunications, Inc.  
150 S. Monroe Street Suite 400  
Tallahassee, Florida 32301-1556

Beth Keating  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850



Charles J. Rehwinkel

STATE OF FLORIDA



PUBLIC SERVICE COMMISSION

2540 Shumard Oak Boulevard  
CAPITAL CIRCLE OFFICE CENTER  
TALLAHASSEE, FLORIDA 32399-0850

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TO: Mr. W. W. W. W.

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OFFICE/DIVISION: Records and Reporting

TELEPHONE NO: (850) 413-6770 FAX NO: (850) 413-7118

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# Public Service Commission

-M-E-M-O-R-A-N-D-U-M-

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**DATE:** September 12, 2000  
**TO:** Ray Kennedy, Division of Competitive Services  
**FROM:** David J. Draper, Division of Economic Regulation DJ  
**RE:** Docket No. 000036-TI, USLD Communications, Inc., Interest Calculation for Refund of Overcharges

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ALM CSA

Based on the information provided, staff has calculated the principle and interest on the overcharges due to the USLD Communications, Inc., customers. The total refund amount of \$36,813.37 consists of \$33,718.50 in overcharges and \$3,094.87 in interest. This calculation assumes that the overcharges were incurred evenly from February 1, 1999 to March 31, 2000 and that they will be refunded evenly in January 2001. The appropriate interest rate is the average 30-day commercial paper rate for each month. The last available monthly interest rate of 6.49% is used for the future months past August 2000. Attached is a schedule which shows the calculations.

cc: Division of Legal Services  
 Division of Records and Reporting (2)  
 File

- APP \_\_\_\_\_
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DOCUMENT NUMBER-DATE  
 11665 SEP 18 8  
 FPSC-RECORDS & REPORTING

**CALCULATION OF INTEREST ON REFUND**

DOCKET No. : 000036-TI

COMPANY NAME: USLD Communications, Inc.

Interest Calculations of Refund

MONTH	AVERAGE MONTHLY INTEREST RATE	MONTHLY INTEREST FACTOR	FIRST SET OF MONTHLY OVERCHARGES	MONTHLY OVERCHG INTEREST	MONTHLY OVERCHARGE PRINCIPAL AND INTEREST	BALANCE BROUGHT FORWARD PLUS INTEREST	REFUND BALANCE	MONTHLY REFUND
FEB. 99	4.83%	0.40%	\$2,408.46	\$9.69	\$2,418.16	\$0.00	\$2,418.16	
MAR.	4.87%	0.41%	\$2,408.46	\$9.76	\$2,418.23	\$2,427.96	\$4,846.19	
APR.	4.84%	0.40%	\$2,408.46	\$9.71	\$2,418.18	\$4,865.74	\$7,283.92	
MAY	4.83%	0.40%	\$2,408.46	\$9.68	\$2,418.15	\$7,313.20	\$9,731.35	
JUN.	4.95%	0.41%	\$2,408.46	\$9.93	\$2,418.40	\$9,771.49	\$12,189.89	
JUL.	5.08%	0.42%	\$2,408.46	\$10.19	\$2,418.65	\$12,241.45	\$14,660.10	
AUG.	5.21%	0.43%	\$2,408.46	\$10.46	\$2,418.92	\$14,723.74	\$17,142.67	
SEP.	5.31%	0.44%	\$2,408.46	\$10.66	\$2,419.12	\$17,218.52	\$19,637.64	
OCT.	5.30%	0.44%	\$2,408.46	\$10.64	\$2,419.10	\$19,724.38	\$22,143.48	
NOV.	5.43%	0.45%	\$2,408.46	\$10.89	\$2,419.35	\$22,243.59	\$24,662.94	
DEC.	5.58%	0.46%	\$2,408.46	\$11.19	\$2,419.65	\$24,777.52	\$27,197.17	
JAN. 00	5.70%	0.48%	\$2,408.46	\$11.44	\$2,419.90	\$27,326.36	\$29,746.26	
FEB.	5.80%	0.48%	\$2,408.46	\$11.64	\$2,420.11	\$29,890.04	\$32,310.14	
MAR.	5.94%	0.49%	\$2,408.46	\$11.91	\$2,420.38	\$32,469.94	\$34,890.32	
APR.	6.13%	0.51%		\$0.00	\$0.00	\$35,068.40	\$35,068.40	
MAY	6.38%	0.53%		\$0.00	\$0.00	\$35,254.70	\$35,254.70	
JUN.	6.58%	0.55%		\$0.00	\$0.00	\$35,447.87	\$35,447.87	
JUL.	6.54%	0.55%		\$0.00	\$0.00	\$35,641.06	\$35,641.06	
AUG.	6.49%	0.54%		\$0.00	\$0.00	\$35,833.82	\$35,833.82	
SEP.	6.49%	0.54%		\$0.00	\$0.00	\$36,027.62	\$36,027.62	
OCT.	6.49%	0.54%		\$0.00	\$0.00	\$36,222.47	\$36,222.47	
NOV.	6.49%	0.54%		\$0.00	\$0.00	\$36,418.37	\$36,418.37	
DEC.	6.49%	0.54%		\$0.00	\$0.00	\$36,615.34	\$36,615.34	
JAN. 01	6.49%	0.54%		\$0.00	\$0.00	\$36,813.37	\$0.00	36,813.37
TOTAL OVERCHARGES			33,718.50					36,813.37
						TOTAL INTEREST		\$3,094.87
						TOTAL OVERCHARGE		\$33,718.50
						TOTAL REFUND		\$36,813.37

STATE OF FLORIDA



PUBLIC SERVICE COMMISSION

2540 Shumard Oak Boulevard  
CAPITAL CIRCLE OFFICE CENTER  
TALLAHASSEE, FLORIDA 32399-0850

FACSIMILE TRANSMITTAL COVER SHEET

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