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January 14, 2002

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

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Re: Docket No. 0 10795-TP Stipulation

Dear Ms. Bayó:

Enclosed for filing are the original and fifteen (15) copies of The Parties' Stipulation dated January 14, 2002, in Docket No. 010795-TP. Copies have been served pursuant to the attached Certificate of Service.

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

Thank you for your assistance in this matter.

Sincerely,

Susan S. Masterton

Enclosure

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BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint Communications) Filed: January 14, 2002
Company Limited Partnership for)
Arbitration with Verizon Florida, Inc. f/k/a) Docket No.: 010795-TP
GTE Florida, Incorporated, Pursuant to)
Section 252(b) of the Telecommunications)
Act of 1996.)
_____)

STIPULATION

I. Background

On June 1, 2001, Sprint Communications Company Limited Partnership (“Sprint”) filed for arbitration to resolve disputed issues arising from negotiation of an interconnection agreement with Verizon Florida Inc. (“Verizon”). On July 3, 2001, Verizon filed its Response to the Petition for Arbitration. By Motion filed September 4, 2001, Sprint sought to have Verizon Advanced Data Inc. (“VADI”) added as a party to this proceeding. On September 11, 2001, Verizon filed its response in opposition to Sprint’s request to add VADI. On September 20, 2001 Sprint withdrew its Motion and Request for Oral Argument. The open arbitration issues are set for hearing before the Commission on January 17-18, 2002.

On October 23, 2001 the Parties filed a Stipulation resolving many of the disputed issues initially submitted to the Commission for resolution. Since that time the Parties have reached agreement, as described below, to resolve additional outstanding issues that have been presented for arbitration.

Therefore, in order to expedite the hearing process and conserve resources, the Parties submit the following stipulation. Together with the Stipulation previously filed in

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this proceeding on October 23, 2001, the Parties have set forth a comprehensive process to fully address all of the issues set forth in Sprint's Petition for Arbitration and Verizon's Response.

Issues 1 and 2: Local Traffic Definition and Multi-jurisdictional Trunks

With respect to issue (1)(B) the Parties agree that the Verizon proposed language for Section 5.3.3 of the Interconnection Attachment as set forth in the Agreement filed with the Commission as an attachment to Verizon's Response to Sprint's Petition shall be incorporated into the final Agreement resulting from this arbitration. The language that will be incorporated into the final Agreement at Section 5.3.3 of the Interconnection Attachment is as follows:

If the amount of traffic (excluding Toll Traffic) that Verizon delivers to SPRINT exceeds three times the amount of traffic that SPRINT delivers to Verizon as Local Traffic ("3:1 ratio"), then the amount of traffic that Verizon delivers to SPRINT in excess of such 3:1 ratio shall be presumed to be Internet Traffic and not subject to the Local Traffic call completion rate (Reciprocal Compensation). Notwithstanding any other provision of the Agreement, Local Traffic does not include any Internet traffic. The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet traffic shall be governed by the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 ("Order on Remand and Report and Order").

The parties agree to continue to negotiate after the execution of this Agreement regarding the inclusion of additional provisions to this Agreement that more specifically address the Order on Remand and Report and Order.

The Parties further agree to continue negotiating language to further incorporate the provisions of the FCC's ISP Remand Order.

With respect to Issue (1)(A) and Issue (2), although these issues have not been settled, the Parties agree to introduce into the record in this proceeding by stipulation of the parties the official transcript of the hearing in the Texas Sprint/Verizon arbitration proceeding, *Re: Petition of Sprint Communications Company L.P., d/b/a Sprint for Arbitration with Verizon Southwest Incorporated (f/k/a GTE Southwest Incorporated) d/b/a Verizon Southwest and Verizon Advanced Data Inc. under the Telecommunications Act of 1996 for Rates, Terms And Conditions and Related Arrangements for Interconnection*, Docket No. 24306, Public Utility Commission of Texas, held November 29, 2001. The Parties will submit as an exhibit the complete transcript with copies of all exhibits introduced at the Texas hearing and will provide corresponding references to Florida statutes, rules, tariffs, and discovery response in addition to the Texas references and discovery responses as separate exhibits. The Parties further agree to waive their respective rights to cross-examination of the pre-filed testimony of Sprint witness Hunsucker and Verizon witness Munsell and agree that such testimony should be admitted into the record by stipulation of the parties. Sprint will make Mr. Hunsucker available and Verizon will make Mr. Munsell available for deposition by the Commission Staff, either in person or by telephone. Furthermore, the Parties will work with the Staff to accommodate any concerns of the Staff relating to this stipulation and agree to make every effort to address those concerns.

Issue 3: Resale of Vertical Features

This issue has not been settled, however, the Parties waive their respective rights

to cross-examination on the pre-filed testimony of Sprint Witness Felton and Verizon Witness Dye regarding resale of vertical features and agree that such testimony should be admitted into the record by stipulation of the parties.

Issue 6: Commingling and UNE Multiplexing

These issues are withdrawn. The Sprint proposed language for Section 2.9 of the Unbundled Network Element (UNE) Attachment is hereby withdrawn and no language will be substituted in its place. Accordingly, these issues will not be addressed in the final interconnection agreement that results from this arbitration.

Issue 12: Collocation Tariff

This issue has not been settled, however, Sprint waives its right to cross-examination on the pre-filed testimony of Verizon Witness Reis with respect to his testimony that addresses this issue as set forth on pages three and four of his direct testimony and captioned: “Issue 12: Incorporating Tariff Provisions” and agree that such testimony should be admitted into the record by stipulation of the parties.

Issue 15: Collocation Obligations

This issue has not been settled, however, Sprint waives its right to cross-examination on the pre-filed testimony of Verizon Witness Reis with respect to his testimony which addresses this issue as set forth on pages four and five of his direct testimony and captioned: “Issue 15: Sprint’s Obligation to Provide Collocation” and agree that such testimony should be admitted into the record by stipulation of the parties.

Summary of Status of Issues

For the convenience of the Commission the Parties set forth the following summary of the status of the issues:

VADI as a Party – Sprint has withdrawn this request by motion filed September 20, 2001.

Issue 1*: Local Traffic Definition – pursuant to this filing, the Parties agree to stipulate into the record (1) the Sprint/Verizon Texas arbitration hearing transcript, including exhibits, and (2) pre-filed testimony on this issue without cross-examination.

Issue 2*: Multi-jurisdictional Trunks – pursuant to this filing, the Parties agree to stipulate into the record (1) the Sprint/Verizon Texas arbitration hearing transcript, including exhibits, and (2) pre-filed testimony on this issue without cross-examination.

Issue 3*: Resale of Vertical Features – pursuant to this filing, the Parties agree to stipulate into the record pre-filed testimony on this issue without cross-examination.

Issue 4: Dark Fiber Intermediate Cross-Connects – settled (Stipulation filed October 23).

Issue 5: Packet Switching Capability - withdrawn (Stipulation filed October 23).

Issue 6: Commingling and UNE Multiplexing – withdrawn pursuant to this filing.

Issue 7: No longer an issue.

Issue 8: Loop Query Information – settled (Stipulation filed October 23).

Issue 9: UNE Rates, Specifically Loop Conditioning – settled (Stipulation filed October 23).

Issue 10: Loop Qualification Database – withdrawn (Stipulation filed October 23).

Issue 11: Coordinated Testing - settled (Stipulation filed October 23).

Issue 12*: Collocation Tariff – pursuant to this filing, the Parties agree to stipulate into the record pre-filed testimony on this issue without cross-examination.

Issue 13: No Transport Available – withdrawn (Stipulation filed October 23).

Issue 14: Collocation Rates, Specifically Power - settled (stipulation filed October 23).

Issue 15*: Verizon Collocation Request – pursuant to this filing, the Parties agree to stipulate into the record pre-filed testimony on this issue without cross-examination.

Issue 16: NID Functional Capability (Half ringer) – settled (stipulation filed October 23).

* Indicates issued to be submitted for resolution by the Commission.

DATED THIS 14th day of January, 2002.

Susan S. Masterton

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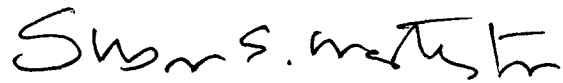
**CERTIFICATE OF SERVICE
DOCKET NO. 010795-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by hand delivery*, facsimile and overnight mail** this 14th day of January, 2002 to the following:

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