BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re:)	
)	
Enforcement of an Interconnection)	
Agreement Between ALEC, Inc. and)	Docket No. 020099-TP
Sprint-Florida, Inc.)	
•	Ì	

ALEC, INC.'S NOTICE OF FILING REBUTTAL TESTIMONY AND EXHIBITS OF D. RICHARD McDANIEL

Petitioner, ALEC, Inc., f/k/a Metrolink ("ALEC"), hereby files its Notice of Filing Rebuttal Testimony and Exhibits of D. Richard McDaniel in the above-captioned docket.

Respectfully submitted this 28th day of June, 2002.

Jon C. Moyle, Jr.

Florida Bar No. 727016

Cathy M. Sellers

Florida Bar No. 0784958

Moyle, Flanigan, Katz, Raymond

& Sheehan, P.A.

The Perkins House

118 North Gadsden Street

Tallahassee, Florida 32301

Telephone: (850) 681-3828

Facsimile: (850) 681-3828

John C. Dodge

David N. Tobenkin

Cole, Raywid & Braverman, L.L.P.

1919 Pennsylvania Avenue, NW

Washington, D.C. 20006

Telephone: (202) 659-9750

Facsimile: (202) 452-0067

Attorneys for ALEC, Inc.

DOCUMENT NUMBER-DATE

06784 JUN 28 %

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was sent via hand delivery on this 28th day of June, 2002, to the following:

Charles R. Rehwinkel, Esquire Susan Masterton, Esquire Sprint-Florida, Incorporated 1313 Blairstone Road Tallahassee, Florida 32301

Mr. F. B. "Ben" Poag Director, Regulatory Affairs Sprint-Florida, Incorporated 1313 Blairstone Road Tallahassee, Florida 32301

Mr. Tobey Schultz Ms. Linda Dodson Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399

Cathy M. Sellers

1		
2		ALEC, INC.
3		REBUTTAL TESTIMONY OF D. RICHARD MCDANIEL
4	В	EFORE THE FLORIDA PUBLIC SERVICE COMMISSION
5		DOCKET NO. 020099-TP
6		JUNE 28, 2002
7	Q.	PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH
8		ALEC, INC.
9	A.	I am D. Richard McDaniel, and am currently employed by DURO
10		Communications Corp. ("Duro"), the parent company of ALEC, Inc.
11		("ALEC"), as Director of Carrier Relations. In that capacity, I am
12		responsible for negotiating ALEC's interconnection agreements and
13		managing ALEC's state-level regulatory and legislative obligations related
14		to these agreements in several states, including Florida, Georgia and North
15		Carolina. I am located at 1170 Buckhead Drive, Greensboro, GA 30642.
16		
17	Q.	ARE YOU THE SAME D. RICHARD MCDANIEL THAT FILED
18		DIRECT TESTIMONY EARLIER IN THIS PROCEEDING?
19	A.	Yes, I am.
20		
21	Q.	WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?
22	A.	The purpose of my testimony is to rebut the testimony of Mr. Jeffrey P.
23		Caswell, representing Sprint-Florida, Inc.

U6784 JUN 288

FPSC-COMMISSION CLERK

1		
2	Q.	WOULD YOU PLEASE SUMMARIZE YOUR RESPONSE TO THE
3		TESTIMONY OF MR. CASWELL?
4	A.	Mr. Caswell's testimony attempts to assail the reasonableness of ALEC's
5		billing of Sprint for transport facilities by alleging that the assessed
6		charges were duplicative, based on the incorrect rates, and improperly
7		included charges for the transport of non-local traffic. However, ALEC's
8		rebuttal testimony will establish that the assessed charges were not
9		duplicative, were based on reasonable rates pursuant to the contract
10		between the Parties and under FCC law and included charges only for
11		local traffic. Moreover, Mr. Caswell fails to offer any reasonable defense
12		of Sprint's failure to properly dispute charges properly assessed by ALEC
13	Q.	DO YOU WISH TO COMMENT ON MR. CASWELL'S
14		ASSERTIONS REGARDING FLORIDA PUBLIC SERVICE
15		COMMISSION JURISDICTION OVER THIS MATTER (ISSUE 1).
16	A.	Mr. Caswell indicated that Sprint intends to address this matter in Sprint's
17		post-hearing brief. ALEC will therefore not discuss this issue in my
18		rebuttal testimony, but reserves the right to address the issue at a later
19		date.
20	Q.	DOES MR. CASWELL PROPERLY DESCRIBE THE
21		APPROPRIATE COMPENSATION FOR LOCAL TRAFFIC
22		WHEN SPRINT DELIVERS TRAFFIC TO ALEC?

1	A.	Mr. Caswell on pages 5 and 6 correctly indicates that Section 2.2.3 of
2		Attachment IV of Part B of the June 1, 2001 Interconnection Agreement
3		between Sprint and ALEC (the "Agreement") governs Sprint's financial
4		obligations for transport of Sprint-originated traffic from the point of
5		interconnection (POI) to ALEC's end office. That Section provides that
6		for such transport ALEC may charge the lesser of: "Sprint's dedicated
7		interconnection rate; its own costs if filed and approved by a commission
8		of appropriate jurisdiction; and the actual lease cost of the interconnection
9		facility." However, other sections of the Agreement are also applicable to
10		compensation for transport. The Agreement's General Terms and
11		Conditions also notes that "should there be a conflict between the terms
12		of this agreement and any such tariffs and practices, the terms of the tariff
13		shall control." Interconnection Agreement, Part B, Section 1.4. Section
14		3.1 of Attachment 1, Part B, further provides that: 'The rates to be charged
15		for the exchange of Local Traffic are set forth in Table 1 of this
16		Attachment and shall be applied consistent with the provisions of
17		Attachment IV of this Agreement."
18	Q.	DOES MR. CASWELL CORRECTLY STATE THE
19		METHODOLOGY FOR ASSESSING INSTALLATION FEES FOR
20		TRANSPORT FACILITIES?
21		No. As Mr. Caswell notes on page 6, the largest portion of the disputed
22		amounts involve counting applicable non-recurring charges for facility
23		installations. ALEC charges Sprint an installation fee for each DS3

circuit, for each DS1 facility that rides on that DS3 circuit, and for each DS0 contained within the DS1. Mr. Caswell asserts on page 7 that such charges represent "multiple installation charges and a service order charge for the same facility."

But as ALEC has noted in its direct testimony, a separate installation charge is warranted for FGD trunks, as well as DS1 trunks, because separate identification and signaling continuity tests are required for each of the 24 FGD trunks within each DS1 trunk. Also, each DS1 facility itself must be checked and set up for the same framing and coding at each end. ALEC has noted that each DS0 within a DS1 contains a separate Identification used by Signaling System 7 (SS7). This identification must be the same for both carriers or SS7 could not establish signaling for that particular trunk within the DS1 carrier. This identification is known as the Trunk Circuit Identification Code (TCIC). After the TCIC test, if the identification checks out, then the continuity through the switch is tested by sending tone at a certain level and checking that the tone is returned at the proper level. These tests thus involve two distinct processes for each trunk, a factor that increases costs. Moreover, there are clearly not for "the same facility."

Billing for all Digital Signal components of service provided is not uncommon. ALEC, for example, charges another Florida incumbent,

BellSouth, for non-recurring charges for both DS1s and DS0s provisioned based upon ALEC's tariffed rates (which are identical to BellSouth's own rates), and BellSouth has paid such charges. Please see Exhibit 1.

Metrolink invoice MI200107-1 describes the simultaneous charges for DS1 and FGD (DS0) installation. The corresponding entry for MI200107-1 in parentheses in the accompanying spreadsheet indicates that such amounts were fully paid by BellSouth.

Q. IS MR. CASWELL CORRECT IN ASSERTING THERE IS NO
JUSTIFICATION FOR BILLING FOR RECURRING TRANSPORT
OR ENTRANCE FACILITIES FOR BOTH DS1 AND DS3
FACILITIES BETWEEN SPRINT'S WINTER PARK ACCESS
TANDEM AND ALEC'S SWITCH IN MAITLAND?

A.

No. Mr. Caswell asserts on pages 7 and 8 that Sprint's responsibility for delivering traffic to ALEC between the POI and ALEC's switch is at the DS1 level, and that while "ALEC is entitled to carry its traffic at something other than the DS1 level . . . this is not under the control of Sprint and Sprint should not be subject to multiple billings for the same service." This ignores, however, that both facilities are used to provide the service. This is not, as Mr. Caswell contends, "billing twice for the same service." Rather, it is seeking recompense for all expenses involved in the provisioning of that single transport service. Mr. Caswell's description of the proper manner of assessment for non-recurring charges

22	Q.	IS MR. CASWELL'S DESCRIPTION OF THE RATE FOR
21		
20		were fully paid by BellSouth.
19		parentheses in the accompanying spreadsheet indicates that such amounts
18		and DS1 transport. The corresponding entry for MT200106 in
17		Metrolink invoice MT200106 describes the simultaneous charges for DS3
16		follows with another ILEC, BellSouth, in the state. Please see Exhibit 2.
15		As with non-recurring charges, ALEC is merely following procedures it
14		
13		DS1s and DS0s, rather than also paying for the DS3 facility.
12		utilizing that facility as well as the installation charges associated with the
11		transport, then ALEC would have only charged the associated DS1s
10		allows ALEC to charge Sprint for the transport. If Sprint had provided the
9		transport Sprint's traffic to terminate on the ALEC switch. The Agreement
8		ALEC switch. ALEC has to pay a vendor to obtain the capacity to
7		lease facilities to transport Sprint's traffic from Sprint's tandem to the
6		to accommodate this Sprint-originated traffic, ALEC at that point must
5		originated traffic to the applicable Sprint access tandem building. In order
4		To elaborate, Mr. Caswell is correct in stating that Sprint delivers Sprint-
3		
2		erroneous mischaracterization.
1		for installation of interconnection facilities on page 8 repeats this

I		RECURRING DEDICATED TRANSPORT CHARGES TO SPRINT
2		ON PAGES 9 AND 10 CORRECT?
3		No. Mr. Caswell's testimony notes that Section 3.1 of Attachment 1
4		provides 'The rates to be charged for the exchange of Local Traffic are set
5		forth in Table 1 of this Attachment and shall be applied consistent with the
6		provisions of Attachment IV of this Agreement." (emphasis supplied). Mr.
7		Caswell suggests that this means that "ALEC's price list rates, which are
8		not found in the Agreement, do not apply." However, this is clearly at
9		odds with the immediately preceding sentence, which states that "Sprint's
10		rates for dedicated transport should apply because they are less than the
11		rates billed by ALEC," as provided under Attachment IV, Section 2.2.3.
12		Clearly, Sprint does not believe Section 2.2.3's choice is obviated by the
13		quoted language of Section 3.1. Rather, a modification of Table 1 by the
14		terms of Attachment IV is the better interpretation because it renders no
15		portion of the contract superfluous. As described below, ALEC billed
16		Sprint at the Time Warner lease rate for recurring costs, and at its price list
17		rate for non-recurring costs.
18		
19	Q.	MR. CASWELL SUGGESTS THAT THE FEDERAL
20		COMMUNICATIONS COMMISSION'S RULES REGARDING
21		RECIPROCAL COMPENSATION BAR ALEC FROM USING THE
22		LEASE DATES IS THAT SO?

No. While the FCC's rules call for reciprocal rates for transport and termination of traffic to be symmetrical and based upon the ILEC rate, and for reciprocal rates to be based upon the ILEC rate, ALEC has merely followed the rate that Sprint itself has established. As ALEC noted in its Complaint, the Agreement is a Sprint-drafted document. Sprint drafted language with the cost-recovery options contained in Section 2.2.3 of Attachment IV. Sprint itself has recognized this in its testimony by suggesting that ALEC may select from the lower of these rates. ALEC did not attempt to alter the ILEC rate. Rather, it elected to choose from the rates provided by the ILEC in its Agreement.

A.

ALEC has assessed Sprint recurring transport charges pursuant to the rates at which Time Warner leases those facilities to ALEC because neither the Agreement rates nor ALEC's price list rate would allow ALEC to recoup the cost of those facilities to ALEC. ALEC is merely passing through the costs of the Time Warner arrangement to Sprint. Despite the language of Section 2.2.3, the Parties must exchange reciprocal compensation traffic under the Agreement and a rate that would not allow ALEC to recoup ongoing costs necessitated by calls originated by the other Party would be manifestly unconscionable.

With respect to non-recurring charges, ALEC is unable to use the Agreement for rates because the Agreement contains no rate for DS0

charges. The lease rate of Time Warner is inapplicable because the contract between Time Warner and ALEC by which ALEC obtains capacity contains no DS0 rate. The Agreement's General Terms and Conditions provides that "should there be a conflict between the terms of this agreement and any such tariffs and practices, the terms of the tariff shall control." Agreement, Part B, Section 1.4. ALEC interprets the lack of a key rate, the DS0 rate, to be a conflict that causes the ALEC's price list rate to control. This leaves the price list rate as the correct rate.

ALEC has in good faith attempted to resolve disagreement over the rates to be assessed by offering to pay Sprint at the applicable rates contained in the Agreement. Because Sprint rejected this offer (contending that no amounts were due at any rate), ALEC's election should be give particular deference.

Q. DID ALEC IMPROPERLY CHARGE SPRINT RECIPROCAL COMPENSATION FEES FOR INTERLATA TRAFFIC?

A. No. Mr. Caswell on page 4 states that "Sprint is not responsible for interLATA transport, therefore transport charges are only applicable to the Winter Park to Maitland route. However, ALEC has billed Sprint recurring and non-recurring charges for interLATA transport between Tallahassee and its [ALEC's] switch in Valdosta, Georgia, and between the Ocala access tandem in the Gainsville LATA and its switch in Maitland (in the Orlando LATA)."

1 ALEC, however, has not improperly billed Sprint for the traffic Mr. 2 Caswell describes. The Agreement defines "Local Traffic" as "traffic 3 (excluding CMRS traffic) that is originated and terminated within Sprint's 4 5 local calling area, or mandatory expanded area [sic] service (EAS) area, as defined by State commissions or, if not defined by State commissions, 6 then as defined in existing Sprint tariffs." Agreement, Part A, § 1.63. The 7 8 traffic Sprint describes originates and terminates within the applicable 9 local calling area because ALEC only bills Sprint for the local channel/entrance facility/loop from the tandem to the Point of 10 11 Interconnection (POI). ALEC pays another vender to transport the traffic 12 to ALEC's switches in Valdosta and Maitland for the Ocala and 13 Gainesville LATAs, respectively. ALEC is not required to have a switch in every LATA or every rate center. Instead, ALEC orders NPA/NXX 14 15 codes for each of the rate centers our customers need. ALEC obtains from 16 Telcordia a POI CLLI for each LATA where the ILEC hands off LATA traffic to ALEC at this point. The calls to ALEC's NPA/NXX are 17 18 therefore Local Calls and not interLATA calls. 19 20 Q. DO YOU AGREE WITH MR. CASWELL'S STATEMENT ON 21 PAGE 11 THAT PER MINUTE OF USE CHARGES SHOULD NOT 22 BE ASSESSED UPON SPRINT FOR THE TRANSPORT

SERVICES ALEC HAS RENDERED TO SPRINT (ISSUE 3)?

23

I	A.	Yes. Per minute charges do not apply to the leased dedicated facilities
2		ALEC has provided to Sprint and ALEC has not assessed Sprint such
3		charges.
4	Q.	HAS SPRINT PAID ALEC APPROPRIATE CHARGES
5		PURSUANT TO THE TERMS OF THE AGREEMENT?
6		No, Sprint has underpaid bills Sprint was properly assessed for transport
7		services it received from ALEC. Mr. Caswell on page 12 concedes that
8		until very recently, Sprint had paid ALEC only \$45,389.50 of
9		\$1,009,245.35 it had been assessed for transport services rendered during
10		the period described in the complaint. These amounts paid represent less
11		than five percent of the amount billed. Mr. Caswell also refers to a
12		subsequent payment on May 22, 2002 of \$78,601.38. Of the total
13		\$123,990.88 Sprint has paid ALEC, it appears that Sprint has paid for a
14		major portion of the recurring costs for the DS1s, but not for the DS3s.
15		Similarly, a portion of the DS1 installs has been paid at the Agreement
16		rate not at the tariff rate, but no DS0 installs have been paid. It appears
17		that the most recent payment does not apply exclusively to the period in
18		dispute.
19		
20		Prior to the May 22, 2002 payment, the last transport facility payment was
21		made in August, 2001. Even though Sprint was only disputing the DS3
22		and non-recurring charges, Sprint did not pay any recurring or non-
23		recurring transport charges from late August 2001 to late May 2002. The

Agreement requires the payment within 30 days of any undisputed amounts. Sprint has violated the Agreement in this manner and has not paid late charges.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

Q.

A.

DID SPRINT WAIVE ITS RIGHT TO DISPUTE TRANSPORT CHARGES BECAUSE IT DID NOT PROPERLY FOLLOW PROCEDURES OUTLINED IN THE PARTIES'

INTERCONNECTION AGREEMENT?

Yes. As described in ALEC's Direct Testimony, the Agreement contains detailed provisions requiring formal written notice of intent to dispute claims within 30 days and provides that such amounts become due and payable if they are not properly disputed. Mr. Caswell's testimony wholly fails to dispute ALEC's contention that Sprint waived its right under the Agreement to dispute assessed charges by repeatedly failing to follow applicable notification procedures. Mr. Caswell indicates that ALEC received invoices for circuits that are at issue in this proceeding on July 18, 2001. The first notice of any kind ALEC received was on August 20, 2001, after the 30-day deadline had expired, and even this notice was a cursory email that was not the required written notice and that failed to provide basic crucial details, such as the basis for the dispute of the DS3 recurring charges. Mr. Caswell does not dispute ALEC's assertion that this notice was wholly insufficient. Mr. Caswell also is unable to cite specific dates or documents whereby notice of intent to dispute subsequent notices were provided. He cannot because subsequent invoices were not

disputed at all. Each invoice triggered a dispute notification window and Sprint provides no evidence suggesting that such windows were met.

Rather, for the majority of periods described in the complaint, *no* recurring transport charges were paid to ALEC, even though *some* amounts were clearly due.

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

1

2

3

4

5

Because Sprint failed to properly dispute notices, these amounts became due and payable. Furthermore, Sprint waived its right to dispute the manner of calculation and aggregate amount assessed. Sprint should be held to the full amounts billed; any other result would essentially reward Sprint for making ALEC chase it for payment. ALEC also notes that Sprint has of late begun providing former written dispute claim notices (see, for example, Exhibit 3, Dispute Claim Notifications of June 4, 2002 as well as Exhibit E to the Complaint, Sprint Dispute Claim Notification for the 6/12/01-11/05/01 Invoice Dates (Jan. 4, 2002)). Such belated adherence to formal notification procedures only underscores Sprint's failure to provide proper and timely billing dispute notification for earlier periods and Sprint's recognition of that fact. Now that it sees that ALEC will not be dissuaded from pursuing its rights under the Agreement, Sprint belatedly seeks to comply with the Agreement's dispute notification procedures.

2122

23

Q. ARE THERE ANY OTHER INACCURACIES IN MR. CASWELL'S TESTIMONY?

A. Yes. On page 13, Mr. Caswell states, "Discussions [regarding billing disputes] ended in December 2001 as a result of ALEC's filing of an informal complaint with the Florida PSC." This is inaccurate. Rather, after December 2001, ALEC continued dialogue with Mr. John Clayton of Sprint, who verbally indicated that Sprint was interested in resolving the dispute and that he might be willing to come to Florida to meet with ALEC executives to discuss the issues. However, in January, Sprint sent a dispute of all charges, facilities and usage, and requested that ALEC refund all monies for termination fees already paid by Sprint for the period at issue. Thereafter, legal counsel exchanged correspondence outlining each Party's interpretation of the contract. Finally, Mr. Clayton contacted ALEC to determine if ALEC was willing to settle the termination portion of the disputed charges and ALEC and Sprint settled all termination amounts.

Q. PLEASE SUMMARIZE YOUR TESTIMONY

A. Mr. Caswell's testimony is incorrect. ALEC properly assessed Sprint recurring and non-recurring charges related to multiple circuits within each dedicated transport facility, billed Sprint for dedicated transport at proper rates, and did not improperly bill Sprint for InterLATA traffic.

Most notably, however, Mr. Caswell has failed to rebut ALEC's contention that Sprint wholly failed to properly dispute the amounts billed. Sprint has waived its right to dispute these charges and, upon a showing by ALEC that such bills were assessed pursuant to the Agreement, as

1		ALEC's Direct and Rebuttal Testimony have provided, the Commission
2		should require Sprint to pay ALEC the outstanding billed amount in full.
3	Q.	DOES THIS CONCLUDE YOUR TESTIMONY?
4	A.	Yes.
5		
6		
7		
8		

1211 Semoran Blvd, Ste 295 Casselberry, FL 32707 (407) 673-8500 fax (407) 673-8552 Invoice No. Account No.

MI200107-1 000001

INVOICE =

	tomer	<u> </u>	0/00/04
Name Address	BellSouth Telecommunications IPC 600 N. 19th Street, 7th Floor	Invoice Date Due Date	6/28/01 7/31/01
City Phone	Birmingham AL 35203	Order#	NFNF0704171225E
Qty	Description	Unit Price	TOTAL
1 -	Access Order Charge PON-NFNF0704171225E	\$81.00	\$81.00
1	DS1 Local Channel Installation (initial) Initial PON-NFNF0704171225E	\$866.97	\$866.97
15	DS1 Local Channel Installation (initial) Remainder of order PON-NFNF0704171225E	\$486.83	\$7,302.45
1	FGD Trunk Installation USOC: TPP++ Initial PON-NFNF0704171225E	\$915.00	\$915.00
383	FGD Trunk Installation USOC: TPP++ Remainder of order PON-NFNF0704171225E	\$263.00	\$100,729.00
	End Office DYBHFLPO01T		
P	Payment Details Remit Payment To:	SubTotal	\$109,894.42
	Metrolink Attn: Chris Roberson 1211 Semoran Blvd, Ste 295	TOTAL	\$109,894.42
		fice Use Only	
			5,8/3 47

1211 Semoran Blvd, Ste 295 Casselberry, FL 32707 (407) 673-8500 fax (407) 673-8552

Customer

Invoice No. Account No.

MI200107-2 000001

INVOICE :

Name Address City	BellSouth Telecommunications IPC 600 N. 19th Street, 7th Floor Birmingham AL 35203	Invoice Date Due Date	6/28/01 7/31/01
Phone	7.12	Order#	NFNF0704031502E
Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON-NFNF0704031502E	\$81.00	\$81.00
1	DS1 Local Channel Installation (initial) Initial PON-NFNF0704031502E	\$866.97	\$866.97
1	DS1 Local Channel Installation (initial) Remainder of order PON-NFNF0704031502E	\$486.83	\$486.83
1	FGD Trunk Installation USOC: TPP++ Initial PON-NFNF0704031502E	\$915.00	\$915.00
47	FGD Trunk Installation USOC: TPP++ Remainder of order PON-NFNF0704031502E	\$263.00	\$12,361.00
	End Office NSBHFLMADS0		
Pa	ayment Details Remit Payment To:	SubTotal	\$14,710.80
	Metrolink Attn: Chris Roberson 1211 Semoran Blvd, Ste 295	TOTAL	\$14,710.80
		fice Use Only	
			111,629 10

5

Invoice No. MI200107-4 Account No. 000001

Invoice Date

1211 Semoran Blvd, Ste 295 Casselberry, FL 32707 (407) 673-8500 fax (407) 673-8552

BellSouth Telecommunications IPC

Customer

Name

INVOICE =

6/28/01

Address	600 N. 19th Street, 7th			-	Due Date	7/31/01
City Phone	Birmingham	AL	35203	-	Order#	NFNF0704031624E
Phone				ر-	Older#	NFNF0704031024E
Qty		Description			Unit Price	TOTAL
1	Access Order Charge PON-NFNF0704031	624E			\$81.00	\$81.00
1	DS1 Local Channel Ind Initial PON-NFNF070				\$866.97	\$866.97
1	DS1 Local Channel Inc Remainder of order I		31624E		\$486.83	\$486.83
1	FGD Trunk Installation Initial PON-NFNF070				\$915.00	\$915.00
47	FGD Trunk Installation Remainder of order I		31624E		\$263.00	\$12,361.00
	End Office DYBHFLM	ADS0				
Pa	yment Details Remit Payment To: Metrolink				SubTotal	\$14,710.80
	Attn: Chris Roberson	205			TOTAL	\$14,710.80
	1211 Semoran Blvd, S Casselberry, FL 3270	7		Off	fice Use Only	
						14, \$25.7)

1211 Semoran Blvd, Ste 295 Casselberry, FL 32707 (407) 673-8500 fax (407) 673-8552

Customer

Invoice No. Account No.

MI200107-6

000001

INVOICE

Name	BellSouth Telecommunications IPC	Invoice Date	6/28/01
Address	600 N. 19th Street, 7th Floor	Due Date	7/31/01 .
City Phone	Birmingham AL 35203	Order #	NFNF0704031643E
Qty	Description	Unit Price	TOTAL
1	Access Order Charge	\$81.00	\$81.00
	PON-NFNF0704031643E		
1	DS1 Local Channel Installation (initial) Initial PON-NFNF0704031643E	\$866.97	\$866.97
			1
3	DS1 Local Channel Installation (initial) Remainder of order PON-NFNF0704031643E	\$486.83	\$1,460.49
		2017.00	2015.00
1	FGD Trunk Installation USOC: TPP++ Initial PON-NFNF0704031643E	\$915.00	\$915.00
0.5	FGD Trunk Installation USOC: TPP++	\$263.00	\$24,985.00
95	Remainder of order PON-NFNF0704031643E	\$203.00	φ24,903.00
	End Office PLCSFLMADS0		
Pa	syment Details	SubTotal	\$28,308.46
	Remit Payment To:		
	Metrolink Attn: Chris Roberson	TOTAL	\$28,308.46
	1211 Semoran Blvd, Ste 295		4-0,044.10
		Office Use Only	
			78 27 7.16

1211 Semoran Blvd, Ste 295 Casselberry, FL 32707 (407) 673-8500 fax (407) 673-8552 Invoice No. Account No.

MI200107-7 000001

INVOICE -

0	4			VOIOL —
Name Address	BellSouth Telecommunications IPC 600 N. 19th Street, 7th Floor		Invoice Date Due Date	6/28/01 7/31/01
City Phone	Birmingham AL	35203	Order#	NFNF0213120946E
Qty	Description		Unit Price	TOTAL
1	Access Order Charge PON-NFNF0213120946E		\$81.00	\$81.00
1	DS3 Local Channel Installation (initial) Initial PON-NFNF0213120946E		\$870.50	\$870.50
P	Payment Details Remit Payment To:		SubTotal	\$951.50
	Metrolink Attn: Chris Roberson 1211 Semoran Blvd, Ste 295		TOTAL	\$951.50
	Casselberry, FL 32707		Office Use Only	J. 4.79

Balances not paid by the due date will be subject to late fees.

Dispit.19

1211 Semoran Blvd, Ste 295 Casselberry, FL 32707 (407) 673-8500 fax (407) 673-8552

Customer

Invoice No. Account No.

MI200107-8 000001

INVOICE =

Name	BellSouth Telecommunications IPC		Invoice Date	6/28/01
Address	600 N. 19th Street, 7th Floor		Due Date	7/31/01 ·
City	Birmingham AL	35203	_	
Phone			Order#	NFNF0321121115E
			Hall Dales	TOTAL
Qty	Description		Unit Price	**************************************
1	Access Order Charge PON-NFNF0321121115E		\$81.00	\$61.00
	PON-NFNF0321121113E			
1	DS3 Local Channel Installation (initial)		\$870.50	\$870.50
'	Initial PON-NFNF0321121115E		ψ510.00	4070.00
	initial Control of Control			
ļ				
Ì				
j				
ļ				
{				
		•		
n	ayment Details	_	SubTotal	\$951.50
	•			
	Remit Payment To: Metrolink	Ì		
	Attn: Chris Roberson		TOTAL	\$951.50
			TOTAL	Ψ001.00
	1211 Semoran Blvd, Ste 295	}	Office Use Only	
	Casselberry, FL 32707	-	Office Use Offiy	
	•)		
				Dispution ASP
	Ralances not noid by the due det	to will be subject	to late fees	258 1 ASK
	Balances not paid by the due dat	e wiii be subject	to late lees.	gir '

Metrolink Invoices - Installs (BellSouth)

Invoice #	Transaction Date		ansaction nount	Control/Check #	State	Carrier
MI200107-1 MI200107-1 MI200107-1	6/28/2001 8/27/2001 1/31/2002	\$ \$	109,894.42 (109,813.42) (81.00)	020012395107811 WRITE-OFF	FL FL	BellSouth BellSouth
MI200107-2 MI200107-2 MI200107-2	6/28/2001 8/27/2001 1/31/2002	\$ \$ \$	14,710.80 (14,629.80) (81.00)	020012395107811 WRITE-OFF	FL	BellSouth
MI200107-3 MI200107-3 MI200107-3	6/28/2001 8/27/2001 1/31/2002	\$ \$ \$	28,308.46 (28,227.46) (81.00)	020012395107811 WRITE-OFF	FL	BellSouth
MI200107-4 MI200107-4 MI200107-4	6/28/2001 8/27/2001 1/31/2002	\$ \$ \$	14,710.80 (14,629.80) (81.00)	020012395107811 WRITE-OFF	FL	BellSouth
MI200107-5 MI200107-5 MI200107-5	6/28/2001 8/27/2001 1/31/2002	\$ \$	28,308.46 (28,227.46) (81.00)		FL	BellSouth
MI200107-6 MI200107-6 MI200107-6	6/28/2001 8/27/2001 1/31/2002	\$ \$ \$	28,308.46 (28,227.46) (81.00)		FL	BeilSouth
MI200107-7	6/28/2001	\$	951.50		FL	BellSouth
MI200107-8	6/28/2001	\$	951.50		FL	BellSouth
MI200109-1 MI200109-1 MI200109-1	9/6/2001 10/1/2001 1/31/2002	\$	14,710.80 (14,629.80) (81.00)		FL FL	BellSouth BellSouth

MI200109-2 MI200109-2 MI200109-2	9/6/2001 \$ 10/1/2001 \$ 1/31/2002 \$	21,509.63 (21,428.63) (81.00)	020012740040517 WRITE-OFF	FL FL	BellSouth BellSouth
MI200110 MI200110	11/5/2001 \$ 12/3/2001 \$	28,227.46 (28,227.46)	020013376194680	FL FL	BellSouth BellSouth
MI200111 MI200111	12/5/2001 \$ 1/4/2002 \$	35,026.29 (35,026.29)	020020046719931	FL FL	BellSouth BellSouth
I200201-1-R I200201-1-R	1/7/2002 \$ 2/8/2002 \$		020020395819293	FL FL	BellSouth BellSouth
I200201-2-R I200201-2-R	1/7/2002 \$ 2/8/2002 \$	•	020020395819293	FL FL	BellSouth BellSouth
I200201-3-R I200201-3-R	1/7/2002 \$ 2/8/2002 \$	•	020020395819293	FL FL	BellSouth BellSouth
I200201-4-R I200201-4-R	1/7/2002 \$ 2/8/2002 \$	•	020020395819293	FL FL	BellSouth BellSouth
I200201-5-R I200201-5-R	1/7/2002 \$ 2/8/2002 \$	•	020020395819293	FL FL	BellSouth BellSouth
I200201-6-R I200201-6-R	1/7/2002 \$ 2/8/2002 \$	15,629.29 (15,629.29)	020020395819293	FL FL	BellSouth BellSouth
1200202-1 1200202-1		5 18,516.12 6 (18,516.12)	020020663033374	FL	BellSouth
1200202-2 1200202-2	2/5/2002 \$	· ·	020020663033374	FL.	BellSouth

1200202-3 1200202-3	2/5/2002 3/7/2002		9,855.63 (9,855.63)	020020663033374	FL	BellSouth
1200202-4 1200202-4	2/5/2002 3/7/2002		9,855.63 (9,855.63)	020020663033374	FL	BellSouth
I200202-5 I200202-5	2/5/2002 3/7/2002		9,855.63 (9,855.63)	020020663033374	FL	BellSouth
1200202-6 1200202-6	2/5/2002 3/7/2002	•	12,742.46 (12,742.46)	020020663033374	FL	BellSouth
1200203 1200203 1200203	3/5/2002 4/4/2002 5/24/2002	\$	9,855.63 (1,840.63) (8,015.00)			BellSouth BellSouth BellSouth
1200204 1200204	4/3/2002 5/24/2002		6,968.80 (6,968.80)	020021444116372	FL	BellSouth
1200204-2 1200204-2	4/3/2002 5/24/2002		4,081.97 (4,081.97)	020021444116372	FL FL	BellSouth BellSouth
1200204-3 1200204-3	4/3/2002 5/24/2002		21,402.95 (21,402.95)	020021444116372	FL FL	BellSouth BellSouth
I200204-4 I200204-4	4/3/2002 5/24/2002		4,081.97 (4,081.97)	020021444116372	FL FL	BellSouth BellSouth
1200204-8 1200204-8	4/3/2002 5/24/2002		12,742.46 (12,742.46)	020021444116372	FL FL	BellSouth BellSouth

MI200205-1 MI200205-1	5/6/2002 6/13/2002	•	6,968.80 (6,968.80)	020021643199275	FL FL	BellSouth BellSouth
MI200205-2 MI200205-2	5/6/2002 6/13/2002		12,742.46 (12,742.46)	020021643199275	FL FL	BellSouth BellSouth
MI200205-3 MI200205-3	5/13/2002 6/13/2002		92,584.00 (92,584.00)	020021643199275	FL FL	BellSouth BellSouth
MI200206	6/5/2002	\$	6,968.80		FL	BellSouth
MI200206-1	6/5/2002	\$	4,081.97		FL	BellSouth

Description	Date Due	Bala Outs	nce tanding	
Install - PON NFNF0704171225E Install - PON NFNF0704171225E	7/31/2001 7/31/2001			
		\$	-	
Install - PON NFNF07040315502E	7/31/2001			
		\$	-	
Install - PON NFNF0704031557E	7/31/2001			
		\$	-	
Install - PON NFNF0704031624E	7/31/2001			
		\$	- }	BS disputing access order
Install - PON NFNF0704031634E	7/31/2001			charge of \$81.00 on all these invoices.
		\$	-	
Install - PON NFNF07004031643E	7/31/2001			
		\$	-	
Install - PON NFNF0213120946E	7/31/2001			
		\$	951.50	BS Disputing 2 DS3's in Daytona Beach
Install - PON NFNF0321121115E	7/31/2001			
		\$	951.50	
Install - PON NFNF0607181152E Install - PON NFNF0607181152E	9/30/2001 9/30/2001			
		\$	-	

Install - PON NFNF0708091056E Install - PON NFNF0708091056E	9/30/200 i 9/30/2001	
		\$ -
Install - PON NFNF0709171347E Install - PON NFNF0709171347E	11/30/2001 11/30/2001	
		\$ -
Install - PON NFNF0710311523E Install - PON NFNF0710311523E	12/31/2001 12/31/2001	
		\$ -
Install - PON - NFNF0406070808E Install - PON - NFNF0406070808E	1/31/2002 1/31/2002	
		\$ -
Install - PON - NFNF0406070825E Install - PON - NFNF0406070825E	1/31/2002 1/31/2002	
		\$ -
Install - PON - NFNF0406070744E Install - PON - NFNF0406070744E	1/31/2002 1/31/2002	
		\$ -
Install - PON - NFNF0406070813E Install - PON - NFNF0406070813E	1/31/2002 1/31/2002	
		\$ -
Install - PON - NFNF0406070817E Install - PON - NFNF0406070817E	1/31/2002 1/31/2002	
		\$ -
Instali - PON - NFNF0406070821E Instali - PON - NFNF0406070821E	1/31/2002 1/31/2002	
		\$ -
Install - PON - NFNF0905010802E (6 DS1)	2/28/2002	
		\$ -
Install - PON - NFNF0905010828E (2 DS1)	2/28/2002	

		\$	-
Install - PON - NFNF0905010856E (3 DS1)	2/28/2002		
Install - PON - NFNF0905010905E (3 DS1)	2/28/2002	\$	-
Instali - PON - NFNF0905010914E (3 DS1)	2/28/2002	\$	-
Install - PON - NFNF0711301131E (4 DS1)	2/28/2002	\$	-
		\$	-
Install - PON - NFNF0701211058E Install - PON - NFNF0701211058E Install - PON - NFNF0701211058E	3/31/2002 3/31/2002 3/31/2002	\$	_
Install - PON - SESE7902070936I (2 DS1's)	4/30/2002	*	
		\$	-
Install - PON - SESE7102071248I (2 DS1's) Install - PON - SESE7102071248I (2 DS1's)	4/30/2002 4/30/2002		
		\$	-
Install - PON - SESE7702070856I (7 DS1's) Install - PON - SESE7702070856I (7 DS1's)	4/30/2002 4/30/2002		
		\$	-
Install - PON - SESE7602070945I (2 DS1's) Install - PON - SESE7602070945I (2 DS1's)	4/30/2002 4/30/2002		
		\$	-
Install - PON - NFNF0702051252E (4 DS1's) Install - PON - NFNF0702051252E (4 DS1's)	4/30/2002 4/30/2002		
		\$	_

		\$	12,953.77
		\$	4,081.97
Install - PON - SESE3405071011E (1 DS1)	6/30/2002	•	.,
` ,		\$	6,968.80
Install - PON - SESE7905081155E (2 DS1's)	6/30/2002	\$	-
Installs 2002 (FGD remaining \$163) Installs 2002 (FGD remaining \$163)	6/13/2002 6/13/2002		
		\$	-
Install - PON - SESE3402071605E (4 DS1's) Install - PON - SESE3402071605E (4 DS1's)	5/31/2002 5/31/2002		
		\$	-
Install - PON - SESE3402071441E (2 DS1's) Install - PON - SESE3402071441E (2 DS1's)	5/31/2002 5/31/2002		

Metrolink dba / ___ .

1211 Semoran Blvd, Ste 295 Casselberry, FL 32707 (407) 673-8500 fax (407) 673-8552 ivoice No.

MT200106 000002

INVOICE :

Invoice Date 6/5/01

Due Date 6/30/01

_ Cus	tomer
Name	BellSouth Telecommunications IPC
Address	600 N. 19th Street, 7th Floor
City	Birmingham, AL 35203
Phone	

Phone			
Qty	Description	Unit Price	TOTAL
137	Entrance Facility DS1 End office MTLDFLDQDS0 From 6/1/01 - 6/30/01	\$133.81	\$18,331.97
5	Entrance Facility DS3 End office MTLDFLDQDS0 From 6/1/01 - 6/30/01	\$2,100.00	\$10,500.00
Pa	nyment Details Remit Payment To:	SubTotal	\$28,831.97
	Metrolink Attn: Chris Roberson	TOTAL	\$28,831.97
	1211 Semoran Blvd, Ste 295 Casselberry, FL 32707	Office Use Only	

Invoice No. Account No.

Invoice Date

Due Date

MT200105 000002

1211 Semoran Blvd, Ste 295 Casselberry, FL 32707 (407) 673-8500 fax (407) 673-8552

BellSouth Telecommunications IPC

600 N. 19th Street, 7th Floor

Customer

Name

Address

INVOICE =

5/7/01

5/31/01

City	Birmingham, AL 35203				
Phone					
Qty	Description	Unit Price	TOTAL		
137	Entrance Facility DS1	\$133.81	\$18,331.97		
	End office MTLDFLDQDS0				
	From 5/1/01 - 5/31/01				
5	Entrance Facility DS3	\$2,100.00	\$10,500.00		
	End office MTLDFLDQDS0				
	From 5/1/01 - 5/31/01				
	; !		ı		
	I		i		
	:				
	:				
	i				
	1		1		
	<u> </u>				
			!		
	:		i		
		CubTatal	600 004 07		
_ Pa	yment Details	SubTotal	\$28,831.97		
	Remit Payment To:	ļ			
	Metrolink	ļ			
	Attn: Chris Roberson	TOTAL	\$28,831.97		
	1211 Semoran Blvd, Ste 295				
	Casselberry, FL 32707	Office Use Only	Office Use Only		
)		!		

Metrolink Invoices - Facilities (BellSouth)

MT200105 MT200106 MT200106 MT200107-1 MT200107-1 MT200107 MT200107 MT200109-R MT200109-R MT200110 MT200110 MT200111	5/7/2001 6/11/2001 7/3/2001 6/28/2001 8/27/2001 7/5/2001 10/5/2001	\$ (28,6) \$ 28,6 \$ (28,6) \$ 17,7 \$ (17,7) \$ 37,5 \$ (33,7)	331.97 331.97) 331.97 331.97) 100.64 100.64) 313.89 113.89)	020011662851517 020011840060596 020012395107811	FL FL FL FL		Trunks 5/1-5/31 Trunks 6/1-6/30 Trunks 6/1-6/30 Trunks 3/22/01 - 6/30/01 Trunks 3/22/01 - 6/30/01	5/31/2001 5/31/2001 6/30/2001 6/30/2001 7/31/2001	\$ -	·
MT200106 MT200107-1 MT200107-1 MT200107 MT200107 MT200109-R MT200109-R MT200110 MT200110	7/3/2001 6/28/2001 8/27/2001 7/5/2001 8/27/2001 10/5/2001	\$ (28,8 \$ 17,1 \$ (17,1 \$ 37,1 \$ (33,1)	331.97) 100.64 100.64) 313.89 113.89)	020012395107811	FL FL FL	BellSouth BellSouth	Trunks 6/1-6/30 Trunks 3/22/01 - 6/30/01	6/30/2001 7/31/2001		
MT200107-1 MT200107 MT200107-R MT200109-R MT200109-R MT200110 MT200110	8/27/2001 7/5/2001 8/27/2001 10/5/2001 10/5/2001	\$ (17,	100.64) 313.89 113.89)		FL				\$	-
MT200107 MT200109-R MT200109-R MT200110 MT200110	8/27/2001 10/5/2001 10/31/2001 10/5/2001	\$ (33,	113.89)	020012395107811	5 1					
MT200107 MT200109-R MT200109-R MT200110 MT200110	8/27/2001 10/5/2001 10/31/2001 10/5/2001	\$ (33,	113.89)	020012395107811					\$	-
MT200109-R MT200110 MT200110 MT200111	10/31/2001		D21 40		FL FL	BellSouth BellSouth	Trunks 7/1/01 - 7/31/01 Trunks 7/1/01 - 7/31/01	7/31/2001 7/31/2001	_	
MT200110 MT200111			B 31.4 6 063.11)	020013045493085	FL FL	BellSouth BellSouth	Facilities 9/1/01 - 9/30/01 Facilities 9/1/01 - 9/30/01	9/30/2001 9/30/2001	\$	4,200.00
MT200110 MT200111									\$	3,768.35
	11/6/2001		700.95 069.30)	020013102950702	FL FL	BellSouth BellSouth	Facilities 10/1/01 - 10/31/01 Facilities 10/1/01 - 10/31/01	10/31/2001 10/31/2001		
	11/5/2001 12/3/2001		974.37 774 39)	020013376194680	FL FL	BellSouth BellSouth	Facilities 11/1/01 - 11/30/01 Facilities 11/1/01 - 11/30/01	11/30/2001 11/30/2001	\$	4,631.65
									\$	4,199.98
MT200112 MT200112	12/5/2001 1/4/2002		252 33 052.34)	020020046719931	FL FL	BellSouth BellSouth	Facilities 12/1/01 - 12/31/01 Facilities 12/1/01 - 12/31/01	12/31/2001 12/31/2001		
							- W	4104/0000	\$	4,199.99
MT200201-R MT200201-R	1/7/2002 2/8/2002		636.07 436.07)	020020395819293	FL FL	BellSouth BellSouth	Facilities 1/1/02 - 1/31/02 Facilities 1/1/02 - 1/31/02	1/31/2002 1/31/2002		
MT200202 MT200202	2/5/2002 3/7/2002		608.31 408.19)	020020663033374	FL FL	BellSouth BellSouth	Facilities 2/1/02 - 2/28/02 Facilities 2/1/02 - 2/28/02	2/28/2002 2/28/2002		4,200.00
		()	,			,			\$	4,200.12
MT200203 MT200203 MT200203	3/5/2002 4/4/2002 6/13/2002	\$ (28,	161.39 461.39) 500.00)	020020940048350 020021643199275	FL FL FL	BellSouth BellSouth BellSouth	Facilities 3/1/02 - 3/31/02 Facilities 3/1/02 - 3/31/02 Facilities 3/1/02 - 3/31/02	3/31/2002 3/31/2002 3/31/2002		
		•						4/00/0005	\$	4,200.00
MT200204 MT200204	4/3/2002 5/24/2002		497.88 ,297.88)	020021444116372	FL FL	BellSouth BellSouth	Facilities 4/1/02 - 4/30/02 Facilities 4/1/02 - 4/30/02	4/30/2002 4/30/2002		
1									\$	4,200.00
MT200205 MT200205	5/6/2002 6/13/2002		,469,08 ,019,30)	020021643199275	FL FL	BellSouth BellSouth	Facilities 5/1/02 - 5/31/02 Facilities 5/1/02 - 5/31/02	5/31/2002 5/31/2002		
MT200206	6/5/2002	2 \$ 40,	564.09		FL	BellSouth	Facilities 6/1/02 - 6/30/02	6/30/2002	\$	4,449.78
		,							\$	40,564.09

Docket No. 020099-TP Exhibit DRM-3 Page 1 of 2



Sprint LTD-Access Verification 6200 Sprint Parkway, Bldg 6 KSOPHF0202 Overland Park, KS 66251

DISPUTE CLAIM NOTIFICATION

Carrier:

Metrolink

\$

Ban:

Invoice #: MI200205

Invoice Date:

05/06/02

Invoice \$:

41.825.12

Analyst:

Mary Smith 913-794-1636

Phone #: Fax #:

913-794-0109

E-Mail:

M.D.Smith@mail.sprint.com

Comments:

Disputing DS1's because of invalid rate

Paying only 6 DS1's at the rate of 79.80

Duplicate DSO billing

Dispute Claim Date:

06/04/02

Dispute Amount:

41,346.32

Contact: Phone #:

Chris Roberson 407-673-8500

Fax #:

407-673-8552

E-Mail: Address: croberson@durocom.com 1211 Semoran Blvd,Ste 295

Casselberry, FL 32707



Sprint LTD-Access Verification 6200 Sprint Parkway, Bldg 6 KSOPHF0202 Overland Park, KS 66251

DISPUTE CLAIM NOTIFICATION

Carrier:

Metrolink

\$

Ban: MT200205-3

Invoice #:

Invoice Date:

05/06/02 9.309.00

Invoice \$:

3,50

Analyst: Phone #:

Mary Smith 913-794-1636

Fax #:

913-794-0109

E-Mail:

M.D.Smith@mail.sprint.com

Comments:

Disputing invalid DS3's- DS1 charges already billed

Dispute Claim Date:

06/04/02 9.309.00

Dispute Amount:

\$

Contact:
Phone #:
Fax #:

Chris Roberson 407-673-8500 407-673-8552

E-Mail: Address: croberson@durocom.com 1211 Semoran Blvd,Ste 295

Casselberry, FL 32707