

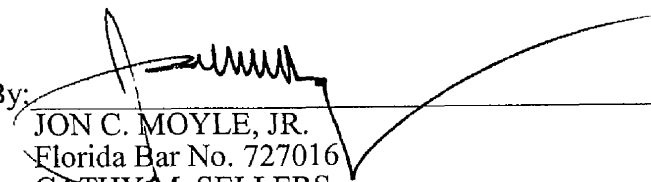
**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: )  
Enforcement of an Interconnection ) Docket No. 020099-TP  
Agreement Between ALEC, Inc. and ) Filed July 23, 2002  
Sprint-Florida, Inc. )  
\_\_\_\_\_ )

**NOTICE OF FILING OF CORRECTED TESTIMONY  
OF D. RICHARD McDANIEL**

ALEC, Inc. ("ALEC"), by its attorneys, hereby provides notice of the filing of corrections to portions of ALEC's Direct and Rebuttal Testimony of D. Richard McDaniel. The changes are described in Attachment A to this Notice.

Respectfully submitted,

By:   
JON C. MOYLE, JR.  
Florida Bar No. 727016  
CATHY M. SELLERS  
Florida Bar No. 0784958  
Moyle, Flanigan, Katz, Raymond & Sheehan,  
P.A.  
118 North Gadsden Street  
Tallahassee, Florida 32301  
Telephone: (850) 681-3828  
Facsimile: (850) 681-8788

John C. Dodge  
David N. Tobenkin  
Cole, Raywid & Braverman, LLP  
1919 Pennsylvania, Avenue, NW, Suite 200  
Washington, DC 20006  
Telephone: (202) 659-9750  
Facsimile: (202) 452-0067

*Attorneys for ALEC, Inc.*

DOCUMENT NUMBER DATE

07668 JUL 23 02

FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE**

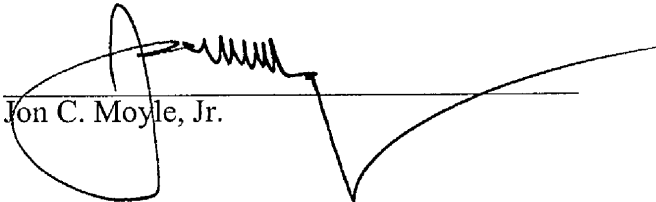
I hereby certify that a true and correct copy of the foregoing document was hand delivered on this 23rd day of July, 2002, to the following:

Susan S. Masterton, Esquire  
Charles R. Rehwinkel  
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

Linda Dodson, Esquire  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Tobey Schultz, Esquire  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

  
\_\_\_\_\_  
Jon C. Moyle, Jr.

**ATTACHMENT A**

The original language of the direct and rebuttal testimony passages affected by the corrections are reproduced below, with corrections indicated in bold.

**CORRECTIONS TO THE DIRECT TESTIMONY OF D. RICHARD MCDANIEL**

1. (pages 4, line 19 to page 5, line 3) **“With respect to DS3 facilities,** ALEC billed Sprint the actual lease cost of the interconnecting facilities, reasoning that this was the least cost available to charge **that would allow ALEC to recoup its costs of providing such facilities.** (The Agreement appears to grant ALEC the opportunity to add Sprint’s dedicated rate or ALEC’s tariffed rate to ALEC’s actual lease cost, but ALEC chose to interpret the contract to mean ALEC should charge Sprint only the actual lease cost incurred by ALEC.) **With respect to DS1 facilities, ALEC billed Sprint at the Agreement rate, an amount listed in the Agreement at Attachment I, Table One, Transport Bands, because this rate was the least costly applicable rate.”**
2. (page 7, line 17-22) “As previously indicated, ALEC assesses Sprint a one-time charge for installation of each facility. This charge includes a small access order fee for each order, **an installation fee for each DS3 circuit (with a substantially higher price for the first DS3 circuit),** an installation fee for each DS1 circuit (with a substantially higher price for the first DS1 circuit), and a charge for each Feature Group D trunk (“FGD” or “DS0”) installation (again, with a substantially higher price for the first FGD trunk).”

**CORRECTIONS TO THE REBUTTAL TESTIMONY OF D. RICHARD MCDANIEL**

1. (page 7, line 15-22) “As described below, ALEC billed Sprint at the Time Warner lease rate for **DS3** recurring costs, **the Agreement rate for DS1 recurring costs**, and at its price list rate for non-recurring costs.”
- Q. MR. CASWELL SUGGESTS THAT THE FEDERAL COMMUNICATIONS COMMISSION’S RULES REGARDING RECIPROCAL COMPENSATION BAR ALEC FROM USING *PRICE LIST* RATES. IS THAT SO?”**
2. (page 8, lines 12-13) “ALEC has assessed Sprint recurring transport charges for **DS3 facilities** pursuant to the rates at which Time Warner leases those facilities to ALEC . . .”
3. (page 8, line 20) “. . . manifestly unconscionable. **ALEC believes Sprint does not dispute that the Agreement’s DS1 rate is the proper rate for applicable recurring DS1 charges Sprint owes ALEC.**”
4. (page 11, line 16) “. . . no **DS0 or DS3** installs have been paid.”