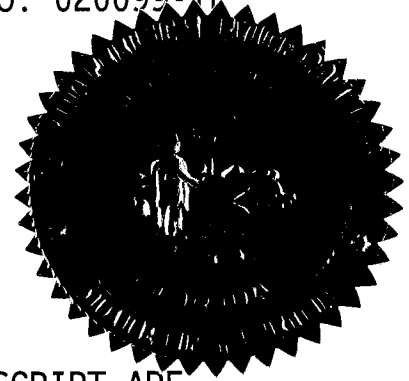


BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 020099-TP

In the Matter of

COMPLAINT OF ALEC, INC. FOR
ENFORCEMENT OF INTERCONNECTION
AGREEMENT WITH SPRINT-FLORIDA,
INCORPORATED AND REQUEST FOR
RELIEF.



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VOLUME 2

Pages 136 through 286

PROCEEDINGS: HEARING

BEFORE: COMMISSIONER BRAULIO L. BAEZ
COMMISSIONER MICHAEL A. PALECKI
COMMISSIONER RUDOLPH "RUDY" BRADLEY

DATE: Wednesday, August 7, 2002

TIME: Commenced at 9:38 a.m.
Concluded at 4:10 p.m.

PLACE: Betty Easley Conference Center
Room 148
4075 Esplanade Way
Tallahassee, Florida

REPORTED BY: TRICIA DeMARTE
and
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APPEARANCES: (As heretofore noted.)

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P R O C E E D I N G S

(Transcript follows in sequence from Volume 1.)

COMMISSIONER BAEZ: Okay. We'll go back on the record. Ms. Masterton, when we left off, you were about to refer Mr. McDaniel to somewhere in an order, I think.

MS. MASTERTON: Yeah. Did you want us to address Commissioner Palecki's --

COMMISSIONER BAEZ: I hope you have Commissioner Palecki's comments in mind.

MS. MASTERTON: Yes. I was just going to say that we did go back, and we're going to narrow our questions to try to avoid anything that would be, you know, more -- or as well able to be addressed just in the briefs, so --

COMMISSIONER PALECKI: Thank you.

MS. MASTERTON: Sure.

COMMISSIONER BAEZ: Thank you.

D. RICHARD McDANIEL

continues his testimony under oath from Volume 1:

CONTINUED CROSS EXAMINATION

BY MS. MASTERTON:

Q Mr. McDaniel, have you had time to review that order that I gave you?

A Yes, ma'am.

Q Would you agree with me that there's nothing in that order that refers to TELRIC or forward-based economic costs?

1 A I'm sorry, I --

2 Q Would you agree with me that there's nothing in that
3 order that refers to TELRIC?

4 A Yes.

5 Q Would you agree with me that there's nothing in that
6 order that refers to forward-looking economic costs?

7 A Yes, based on my nonlegal review.

8 Q Thank you. Now, Mr. McDaniel, I want to go back to
9 your testimony, your direct testimony, on Page 7, Line 22.

10 MS. MASTERTON: Do you think I need to reidentify --
11 I need to identify the order number again here?

12 COMMISSIONER BAEZ: Did we do that on the record
13 before?

14 MS. MASTERTON: I'm not sure. Maybe it would be the
15 best thing to do that.

16 COMMISSIONER BAEZ: If you can, go ahead and
17 reidentify it for the record.

18 MS. MASTERTON: Okay. I was referring specifically
19 to the order that you had in front of you, PSC-92-0199-FOF-TL.
20 Sorry about that.

21 BY MS. MASTERTON:

22 Q Now, if you had a chance to find the page in your
23 testimony that I was referring to.

24 A Yes.

25 Q Line 22.

1 COMMISSIONER BAEZ: Can you repeat that? I'm sorry,
2 Ms. Masterton.

3 MS. MASTERTON: Oh, I'm sorry. It's Page 7 of
4 Mr. McDaniel's direct testimony, Line 22, beginning on Line 22.

5 COMMISSIONER BAEZ: Okay.

6 BY MS. MASTERTON:

7 Q And you state there, "A separate installation charge
8 is warranted for FGD trunks, as well as DS-1 trunks, because
9 separate identification and signaling continuity tests are
10 required for each of the 24 FGD trunks within each DS-1 trunk;"
11 is that correct?

12 A Yes.

13 Q And this process of identifying and testing each of
14 these trunks, where would this function be performed?

15 A I'm sorry, I'm having trouble understanding what
16 you're saying.

17 Q I'm sorry, maybe I'm not getting close enough. This
18 function that you've identified in your testimony of
19 identifying and testing each of the trunks, describe how this
20 function is performed.

21 A On the DS-0 type trunks?

22 Q Yes.

23 A Okay. Each DS-0 trunk has to be set up in the
24 machine, and there is a SS7 connectivity TCIC code that's
25 assigned to each trunk.

1 MR. DODGE: Mr. McDaniel, could you spell TCIC for
2 the court reporter's benefit?

3 THE WITNESS: Okay. T-C-I-C, trunk circuit
4 identification code, I believe.

5 MR. DODGE: Thank you.

6 THE WITNESS: Each 24 of those circuits are
7 identified by this TCIC code. In the case of Florida, in
8 particular, the Florida network folks ask us to identify them
9 differently than we do with any of the other companies, so we
10 did do that.

11 But once we have the DS-1 set up and then we start
12 making some tests on the DS-0s, we check for continuity. We
13 make sure even before we're testing with Sprint or BellSouth,
14 we test within the office. We try to place a call, dial into a
15 tone, make sure that the levels look good through our switch
16 there in our central office before we ever do that. And those
17 are the kind of tests that we do for the Feature Group D, or
18 DS-0s, internally prior to checking with the end-to-end
19 carrier, if you will.

20 BY MS. MASTERTON:

21 Q So these functions are performed in ALEC's switch; is
22 that correct?

23 A In our central office, yes.

24 Q And is that --

25 A Through our switch, yes.

1 Q Okay. Thank you. So, Mr. McDaniel, and let's turn
2 to your rebuttal testimony now on Page 4, Lines -- well,
3 Page 4. We'll go there first, and then I'll -- on Page 4 and
4 then Lines 6 through 20.

5 COMMISSIONER BRADLEY: Page?

6 MS. MASTERTON: Page 4 of the rebuttal testimony of
7 Mr. McDaniel, Lines 6 through 20.

8 BY MS. MASTERTON:

9 Q In this -- are you there yet?

10 A Yes.

11 Q Okay. In this portion of your testimony, are you
12 saying that the rates ALEC charges Sprint for the DS-0s, that
13 is, the \$915 for the first trunk and the \$263 for each
14 additional trunk, are you saying that those charges are
15 necessary for ALEC to recover its costs?

16 A I believe that to be true. We don't know exactly
17 what our costs are, as I've stated earlier. We have not done a
18 time and motion study.

19 Q Do you know what work is required to activate a trunk
20 within a DS-1 -- a DS-0 trunk within a DS-1?

21 A Yes.

22 Q Could you describe for me the specific work
23 activities involved?

24 A I thought I just did, but I'll go back over it. Once
25 we have the DS-0 -- I mean, excuse me, the DS-1 set up, then

1 there are tests that we do for the DS-0 internally in our
2 office there. We will set up a call and make sure that we're
3 going through our switch at the proper level, and everything is
4 set up properly. Then we do the TCIC test. Once we know that
5 the TCIC test works, then we can do the end-to-end test with a
6 carrier, for example, coming from your end office to our
7 switch, to make sure that when a call is placed there we get
8 the call through.

9 Q Could you estimate for me the number of hours that
10 might be required to perform that work that you just described?

11 MR. DODGE: Objection, Your Honor. Asked and
12 answered.

13 MS. MASTERTON: Did he answer the number of hours?

14 COMMISSIONER BAEZ: I don't believe he provided the
15 information as to the time, so I'll allow it.

16 MR. DODGE: I'll withdraw the objection.

17 COMMISSIONER BAEZ: Thank you, Mr. Dodge.

18 A Ask your question again.

19 Q I just wanted to know if you could provide an
20 estimate of the number of hours that it might take to perform
21 the work that you just described.

22 A My estimate would be -- and again it's off the top of
23 my head -- probably two to three hours.

24 Q For each DS-0?

25 A If we tested each DS-0. The first one may go -- take

1 a little longer, but after you got through that, the others may
2 be a little quicker.

3 Q You said if you tested each DS-0. Do you in fact
4 test each DS-0?

5 A Yes.

6 Q So do you know what ALEC pays as an hourly wage to
7 the technicians who perform that work?

8 A Not exactly.

9 Q Do you have any idea, or you just don't know?

10 A My experience, you know, in the past, and I have no
11 exact knowledge of what ALEC is paying, but when I was doing
12 consulting we used around \$35 to \$40 an hour, and then we
13 loaded that, like, 2.5 to 2.75 to come up with a loaded labor
14 rate.

15 Q Okay. And I was going to ask -- I guess -- so you're
16 saying -- I don't know what the ultimate number is from that.
17 Is that, like, \$40? Is that what you're saying?

18 A Well, we could say \$40 and then multiply 2.75. 2.5
19 times 40 would be a hundred bucks, so 2.75 would be a little
20 over a hundred bucks an hour as a loaded labor rate. That
21 includes, you know, all the benefits of the technician,
22 vacations, all those kind of things.

23 Q Because I was going to ask if you would accept,
24 subject to check, that Sprint pays employees who perform
25 similar work to that \$43 an hour? And I can show you in one of

1 the exhibits that we provided that was our cost study how we
2 come to that, if you don't want to accept that subject to
3 check.

4 MR. MOYLE: I'm not sure what he's being asked. Is
5 he being asked to --

6 MS. MASTERTON: If he would accept --

7 MR. MOYLE: -- accept that Sprint pays 43?

8 COMMISSIONER BAEZ: Accepting Sprint --

9 MS. MASTERTON: Yes.

10 A That's -- you know --

11 Q You'll accept that?

12 A Yes.

13 Q And you're saying that ALEC's rate is over \$100 an
14 hour for that same work?

15 A I'm saying that is the loaded -- my estimate of a
16 loaded labor rate based on my experience. I do not know the
17 exact number for ALEC.

18 Q So basing it on Sprint's labor rate of \$43 an hour
19 that we've accepted subject to check, do you know how many
20 hours of work the \$6,964 that ALEC charges Sprint for the 24
21 DS-0s that are within a DS-1 for doing the signaling testing
22 and the continuity testing that you described? Do you know how
23 many hours of work that \$6,694 (sic) would represent?

24 A Based on my estimate, if it's 2 to 3 hours or 4 hours
25 per DS-1, you'd do 4 times 24 to get the total number hours

1 testing each individual DS-0, if I understood your question. I
2 may not have understood your question.

3 Q So 4 times 24. You're saying that would be -- I
4 guess, what is that, 88 hours? Would you agree with that?

5 A Ninety-six.

6 Q Ninety-six. I'm not very good at math, I have to
7 confess.

8 COMMISSIONER BAEZ: Mr. Moyle.

9 MR. MOYLE: I just -- hopefully the record is clear
10 on this, but I think we're talking about different numbers
11 based on apples and oranges, if I understand it. I think
12 there's a question about a loaded rate versus how much you pay
13 their technicians, and I'm just not sure that question she
14 asked with respect to \$100 that ALEC is paying, which is a
15 loaded rate versus the \$40 per hours that Sprint -- we accept
16 that Sprint pays that, but we didn't go beyond that.

17 COMMISSIONER BAEZ: I understand your -- and I
18 basically did have the same question, although I can't ask it.
19 Do you have a witness that's going to be available that can
20 answer what seems to be an apples-to-apples question?

21 MS. MASTERTON: Well, to answer the comparison. I
22 don't know that we have sufficient information about ALEC's
23 rate to answer questions about their -- but we do have a
24 witness who can answer questions relating to loaded labor rates
25 and how we calculated Sprint's rate and perhaps compare it to

1 the rate that ALEC has proposed.

2 COMMISSIONER BAEZ: I believe that's what Mr. Moyle
3 was referring to.

4 MS. MASTERTON: Is that what you're asking?

5 COMMISSIONER BAEZ: I mean, there has to be
6 established some comparative level; otherwise, the questions
7 that you're asking -- you know, the numbers that you're asking
8 him to accept don't really --

9 MS. MASTERTON: Okay. Well, then if there's an
10 objection, I'll just drop that, and we'll go back to the
11 figures that you gave me.

12 COMMISSIONER BAEZ: Well, I think it's out there. I
13 mean, if anyone -- if you have a witness that knows; otherwise,
14 I think we can properly pursue some other way of establishing
15 or validating the number that you've provided subject to check.

16 MS. MASTERTON: Okay. I mean, I'm ready to just
17 basically withdraw my questions that are based on Sprint's rate
18 and just concentrate on the information that Mr. McDaniel has
19 provided.

20 COMMISSIONER BAEZ: Is that acceptable?

21 MR. MOYLE: That's fine. Thank you.

22 MS. MASTERTON: And I just want it based on that, but
23 I'm going to go back over it, if you don't mind, just for a
24 minute.

25 BY MS. MASTERTON:

1 Q You've estimated a loaded labor rate of something
2 over \$100 per hour for the --

3 A At \$40 an hour, what you -- the salaried person, \$40
4 an hour times a loaded labor rate of 2.5, that would give
5 you -- or a factor of 2.5, that would give you a loaded labor
6 rate of \$100 an hour.

7 Q And you've estimated that the work that's required to
8 activate these trunks in the switches is two to three hours'
9 worth of work; is that correct?

10 A Based on my estimation, yes, ma'am.

11 Q And so what do you think, based on that cost and
12 those number of hours, if you could do the math, I don't know
13 to how much that would be per the 24 DS-0s in each trunk, what
14 that comes to as far as your costs, so I'm saying 2 hours times
15 \$100 times 24, I guess. Would you agree that that would
16 represent ALEC's costs?

17 A That sounds reasonable, yes.

18 Q Okay. And I wanted to now take you to your rebuttal
19 testimony on Page 8, Line 20.

20 A Could I add a statement on what we just calculated?

21 Q Sure.

22 A Based on your numbers, we're assuming there is one
23 DS-1 being installed and 24 DS-3s. Now, if that order had 7 or
24 8 DS-1s in there and the 24 multiple of that, then it's \$915
25 for the first DS-0 and then \$263 for all the other 192, if you

1 will. So you're using the extreme case there with one DS-1 for
2 the average price, if you will. I don't know if that makes
3 sense. It's on a per-order basis.

4 Q Right. I understand what you're saying. Thank you.

5 A All right. Page 8.

6 Q Line 20. And I just wanted to go to this -- well, I
7 guess we need to start up a little higher because that's the
8 end of a sentence on Line 20. And basically, would you
9 like to -- I guess I don't really need you to read the whole
10 sentence, but start on Line 18 where it says "a" -- unless you
11 feel like you'd rather read the whole sentence because it
12 wouldn't be fair unless you did, I would have you just read
13 starting on Line 18 at the word -- where it says "a rate."

14 A Let me read the whole thing. Okay.

15 Q So do you feel comfortable starting to read from "a
16 rate"?

17 A Well, I'd rather read the whole sentence.

18 Q Okay. That's fine.

19 A Despite the language of Section 2.2 -- excuse me,
20 2.2.3, the parties must exchange reciprocal compensation
21 traffic under the agreement and a rate that would not allow
22 ALEC to recoup ongoing costs necessitated by calls originated
23 by the other party would be manifestly -- I shouldn't have gone
24 to lunch -- unconscionable.

25 Q And what did you mean by "manifestly unconscionable"?

1 A Kind of maybe ridiculous or unreasonable.

2 Q Would you agree, Mr. McDaniel, that allowing ALEC to
3 charge Sprint rates far in excess of ALEC's costs would also be
4 manifestly unconscionable?

5 A Repeat your question, please.

6 Q Allowing ALEC to charge Sprint rates that are far in
7 excess of ALEC's costs would also be manifestly unconscionable,
8 wouldn't it?

9 A It sounds like it would.

10 Q Okay. Thank you. I'm going to go to a new topic and
11 move to your direct testimony on Page 15, Line 19. And
12 actually, that's where it starts. Actually, I'm referring to,
13 you know, not just that line but subsequent lines following
14 where you state that because Sprint did not follow the explicit
15 provisions of the dispute resolution provisions of the
16 agreement, you believe Sprint waived its rights to challenge
17 ALEC's bills; correct?

18 A Let me read the whole thing again.

19 Q I hope I've got the --

20 A I might be overreading it, but I don't see anything
21 where I said "waived their rights," but maybe I'm not reading
22 it -- let me get -- give me --

23 Q Okay. I'm sorry. I think I might have steered you
24 to the wrong portion of the testimony. I had the -- a little
25 glitch from going to lunch as well, and I think I really need

1 you to go to Page 12 of your rebuttal testimony. It's starting
2 on Line 4. I was misreading my notes, I'm sorry.

3 It's Page 12 of the rebuttal testimony, Line 4. And
4 I'll ask the question again since we were looking at the
5 wrong -- did you not state that because Sprint did not follow
6 the explicit provisions of the dispute resolution provisions of
7 the agreement that Sprint waived its rights to challenge ALEC's
8 bills; correct?

9 A Based on the question, yes.

10 Q Now, are you saying that Sprint did not make ALEC
11 aware that Sprint was disputing the bills it received from
12 ALEC?

13 A Not in a timely manner based on the contract
14 language.

15 Q Didn't ALEC receive an e-mail from Sprint on
16 August 20th in response to ALEC's initial billing on July 11th
17 advising that Sprint would be disputing the bills?

18 A Yes.

19 Q And didn't ALEC exchange a series of e-mails with
20 Sprint personnel concerning Sprint's dispute of the ALEC's
21 bills?

22 A Yes. Subject to check, I believe they said they were
23 paying the DS-1s but had to validate the DS-3s. And I don't
24 believe they -- they may have mentioned a recurring --
25 nonrecurring charges, but I don't know that. I'd have to

1 check.

2 MR. MOYLE: Can I just -- it's too late to register
3 an objection to that question, but I think in terms of general
4 questions like that, that points in time need to be referenced
5 because, you know, the contract has a 30-day provision. You're
6 asking about e-mails, but with respect to the 30 days, I think
7 it would be helpful to ask, you know, with respect to what
8 point in time.

9 MS. MASTERTON: Okay. If we want to, these e-mails
10 are contained, I think, in the exhibits that we previously
11 filed, Exhibit 3, and it was Sprint's response -- I mean,
12 ALEC's response to -- wait a minute, Sprint's response to
13 ALEC's POD Number 4. And it's in the packet of responses --

14 COMMISSIONER BAEZ: Ms. Masterton, can you refer to
15 it? And then we can clarify whatever dates for the record as
16 well.

17 MS. MASTERTON: Yeah. Well, I think the one date I
18 had mentioned was the August 20th date. And did we agree to
19 that date, or did you need to --

20 THE WITNESS: That is in my testimony.

21 BY MS. MASTERTON:

22 Q Okay. And then I guess the e-mails take place over a
23 series of months, beginning after August 20th and then going
24 through, you know, through at least November, December of 2001;
25 is that correct?

1 A At least.

2 Q And then --

3 A And I might add that the e-mail was in response to
4 our call for not receiving payment on the invoices that we had
5 sent.

6 Q But it was communication regarding the dispute;
7 correct?

8 A It did not look like a formal dispute to me. It just
9 looked like a status of, you know, we're going to pay the
10 DS-1s, we're trying to validate the DS-3s, more information to
11 follow, you know. It wasn't, we dispute the DS-3s for this
12 reason. We dispute the nonrecurring charges for this reason,
13 but we're going to pay this particular amount and not pay the
14 other, or we're validating the other.

15 COMMISSIONER PALECKI: Mr. McDaniel, on this waiver
16 issue, are you asserting that Sprint has waived its ability to
17 dispute claims going out into the future? I think there are
18 two parts to this dispute we have. The parts that have to do
19 with billings in the past and the AOL invoices to you and the
20 amounts that are due and owing in the past, and then the other
21 but the more important part of this hearing today is to
22 determine on a going-forward basis what it is that Sprint owes
23 ALEC. Are you saying that there's a waiver on a going-forward
24 basis or only as to those charges in the past?

25 THE WITNESS: Only the ones that -- when we send them

1 an invoice, they have 30 days to either pay the undisputed
2 amounts and dispute the amounts that they're not sure of.
3 They're supposed to provide us written notification of that
4 dispute. So anything that we have billed them, any invoices
5 that we have billed them in that 30 days has expired, my
6 interpretation, my layman interpretation of the contract says
7 they have to pay it because they did not dispute it.

8 Now, if we send them an invoice this month and they
9 come back and they dispute, you know, a certain portion of it,
10 then they have followed the contract; therefore, there is no
11 waiver of anything. But if they just ignore that bill and
12 don't pay us, don't dispute it, then to me at that point in
13 time, when they don't pay it within that 30 days, they have
14 said that bill is okay, and they should pay it.

15 COMMISSIONER PALECKI: Thank you.

16 BY MS. MASTERTON:

17 Q Mr. McDaniel, are you saying that Sprint had said
18 that those bills were okay?

19 A No. It implied that they are okay.

20 Q I just wanted to continue. So we've agreed that
21 there were a series of e-mails exchanged with Sprint over the
22 period of August 2001 through the end of 2001; correct?

23 A Yes, and even ongoing.

24 Q And didn't you attend a meeting in Kansas City with
25 Sprint personnel in November of 2001 to discuss this dispute?

1 A Yes, ma'am.

2 Q And based on that meeting, did you believe that
3 Sprint was saying that these bills were okay?

4 A I believe that after that meeting they were going to
5 pay a portion of those bills.

6 Q But did you believe that Sprint was not disputing any
7 portion of those bills after you -- after that meeting was
8 completed?

9 A I believe they were disputing them, but they had not
10 sent any written notification, any formal notification saying,
11 we are disputing this amount and paying this amount.

12 Q So let's look back at your rebuttal testimony on
13 Page 12, Line 8. And what you're saying there, are you saying
14 that Sprint has waived its rights to enforce the provisions of
15 the interconnection agreement related to the appropriate
16 interconnection compensation?

17 A For the bills that they did not either dispute or pay
18 in that time frame.

19 Q So you are saying that Sprint has waived its rights
20 to enforce the substantive provisions of the agreement; is that
21 correct?

22 A I'm not a contract lawyer, but that sounds right.

23 MR. DODGE: Not a formal objection, Your Honor, but
24 that's very close to asking for a legal --

25 COMMISSIONER BAEZ: That's very close to asking for a

1 legal opinion.

2 MS. MASTERTON: Okay. Well, I won't ask it again.

3 BY MS. MASTERTON:

4 Q But I did want you to look in the agreement. Let's
5 go to the agreement and look in Part B, Section 18.

6 COMMISSIONER BAEZ: Can you give us a page number
7 when you find one?

8 MS. MASTERTON: I'm sorry that I don't have that
9 noted.

10 COMMISSIONER BAEZ: I know you haven't committed it
11 to memory.

12 MS. MASTERTON: It is on Page 26 -- no, 25. It
13 starts on Page 25 and continues to Page 26.

14 COMMISSIONER BAEZ: Thank you.

15 BY MS. MASTERTON:

16 Q And Mr. McDaniel, are you there?

17 A Yes.

18 Q Section 18.1 says that no waiver of any provisions of
19 this agreement and no consent to default is effective unless
20 the same is in writing and properly executed by the party; is
21 that correct?

22 MR. DODGE: Your Honor, once again, this time I will
23 object. It seems to me we're going down the very same road
24 again asking for a legal conclusion on a related provision of
25 the contract.

1 MS. MASTERTON: And I would say that Mr. McDaniel
2 said that part of his job was negotiating and implementing
3 interconnection agreements, and I'm actually just asking him to
4 confirm the plain meaning of the agreement.

5 MR. DODGE: It's just as clear, Your Honor, that the
6 term "waiver" has a specific legal meaning and ramification.

7 COMMISSIONER BAEZ: Mr. Dodge is correct. That's a
8 term with a very specific legal meaning, so I'm not sure that
9 it's Mr. McDaniel that should probably be taking it up.
10 However, there is -- part of his discussion, Mr. Dodge, is --
11 part of his qualifications or responsibilities is having some
12 knowledge and familiarity and perhaps even having negotiated, I
13 don't recall which, but perhaps even having negotiated this
14 particular agreement. Now, on this particular instance, I will
15 agree with counsel that --

16 MS. MASTERTON: But could I point out that
17 Mr. McDaniel himself in his testimony speaks to whether Sprint
18 waived their rights or not, which to me says that he feels he's
19 qualified to have an opinion about that.

20 COMMISSIONER BAEZ: If you're asking him his
21 interpretation of how the time limits operate, that's a fair
22 question, but I think waiver -- we can disagree as to what
23 "waiver" means necessarily in a lay sense, and I think we need
24 to be sensitive to that.

25 MS. MASTERTON: Okay. Well, I don't have any more

1 questions about that section. I would just like to point
2 Mr. McDaniel to one other section of the agreement and that's
3 in the same Part B in Section 6. And it has to do with audits.

4 MR. MOYLE: What page?

5 MS. MASTERTON: It's on Page 19.

6 BY MS. MASTERTON:

7 Q And, Mr. McDaniel, would you agree that this
8 provision allows either party to audit the billings of the
9 other party to ensure that they're being correctly made?

10 A Yes.

11 Q And in 6.4 of that section, would you agree that
12 parties are allowed to make adjustments or credits to the
13 billing based on those audits?

14 A Let me read the whole thing. My interpretation of
15 that, again, my nonlegal interpretation is, when you do an
16 audit, you do it for a 12-month period, and the adjustments
17 that they're talking about applies to that 12-month period of
18 audit. The second sentence, I believe, is what we're talking
19 about, "Adjustments, credits, or payments shall be made and any
20 corrective action shall commence within 30 days from receipt of
21 requesting party's receipt of the final audit report."

22 Q But you agree that the provision allows parties to
23 adjust the billing based on the previous 12 months?

24 MR. MOYLE: You know, this is continuing down the
25 line of legal questions. I mean, we'll stipulate that 6.4 says

1 what it says, you know, if it's an issue of publishing it, but,
2 you know, I think it's continued to be unfair after --

3 COMMISSIONER BAEZ: You know, again, if you want to
4 publish it and have him read it into the record, I think -- I
5 really do think the terms of the agreement speak for
6 themselves, and that's subject to some legal wrangling. I'm
7 not sure that you're going to get what you need to get from the
8 witness at this point.

9 MS. MASTERTON: Okay. I mean, I think probably I've
10 gotten what I need to get from him already.

11 COMMISSIONER BAEZ: You can have him read it into the
12 record and --

13 MS. MASTERTON: No, that's okay.

14 COMMISSIONER BAEZ: I do believe you've made some
15 point.

16 MS. MASTERTON: But I do think that I am satisfied,
17 and I will -- in fact, I just have a couple more questions now,
18 and I'm going to move to a different topic again.

19 BY MS. MASTERTON:

20 Q And for this, I need you to look at once again
21 Exhibit 3 that was entered this morning, and it was Sprint's
22 responses -- or ALEC's responses in this case to Sprint's
23 interrogatories.

24 I wanted you to look at Revised 11 and 12, and I just
25 wanted to confirm because I just received this yesterday, but

1 you're saying here that -- let's look at 11 first. And I think
2 this is addressing the Gainesville LATA, the Ocala tandem and
3 calls in the Gainesville LATA, and in this revised testimony
4 you're saying that -- I'm sorry, in this revised response
5 you're saying that ALEC does not have a customer within the
6 Gainesville LATA; is that correct?

7 A ALEC has an ISP customer that markets in the
8 Gainesville LATA. There is no physical location. You cannot
9 go to the storefront for that ISP, but there is a telephone
10 number that they can call. And if they have end user
11 customers, they dial a number that is local.

12 Q But you are saying that that ISP provider is not
13 physically located in the Gainesville LATA; is that correct?

14 A They do not have a physical location in that LATA.

15 Q Okay. And then in Response 12, this is dealing with
16 the service provider that you provide to Sprint, I guess,
17 originating at the POI in the Tallahassee LATA. And is that --
18 that same revision seems to have been made here, and I just
19 wanted to clarify that you're saying that ALEC does not have a
20 customer that's physically located in the Tallahassee LATA; is
21 that correct?

22 A They do not have a physical presence in that LATA.

23 Q So do you agree then that the calls --
24 Sprint-originated calls that are transported by ALEC from the
25 Tallahassee or the Ocala tandems to their switch do not

1 originate and terminate back into -- let me start again and
2 separate those two instead of trying to collapse it into one.

3 In the Gainesville LATA, do you agree that calls that
4 are originated by Sprint are not terminated by ALEC back to the
5 Orlando LATA -- the Gainesville LATA in which the Ocala tandem
6 is located?

7 A I do not agree that the call terminated in another
8 LATA.

9 Q Can you explain how it terminates within the
10 Gainesville LATA if the ALEC has no customer there?

11 A Yes, ma'am. As part of the work that we do to
12 consolidate the traffic, we establish a point of interface POI.
13 We obtain that CLLI code from Telcordia, and that is our --

14 MR. DODGE: Could you either explain and/or spell
15 CLLI code for the court reporter?

16 THE WITNESS: Okay. I'm sorry. CLLI, C-L-L-I,
17 common language location identification. I apologize.

18 MS. MASTERTON: I'm impressed. I wouldn't have been
19 able to say what those initials stood for.

20 THE WITNESS: We obtain a point of interface code
21 there in that LATA or in that calling area, and that represents
22 for the call where that switch terminates. We assign NPA/NXXs
23 in the same calling area as your Sprint exchange and that call
24 terminates there. Physically, the switch is in a different
25 location, yes, but that call terminates there.

1 BY MS. MASTERTON:

2 Q But where is the end user customer located?

3 A The end user customer? His equipment is located in a
4 different location.

5 Q Okay. Thank you. And for the Tallahassee LATA --

6 A Same thing.

7 Q Same thing?

8 A Same thing. The call terminates in that calling
9 area. The customer dials a seven- or ten-digit number, and the
10 call terminates there. It's the same as I've stated before,
11 like a concentrator or remote. The end users may be off of a
12 concentrator or remote that's not associated with where the
13 host switch is, and the host switch could be in a different
14 LATA, not necessarily so but it could be.

15 Q Well, would you say that the number you're saying
16 where the call terminates, is that a virtual NXX?

17 A Some people call it a virtual NXX. To me, it's not a
18 virtual NXX because it's a real NXX. It's an NXX that
19 terminates on our switch, or it's on our switch. The switching
20 function is handled by our switch.

21 Q But you agree that there's no customer with a
22 physical location associated with that number in the
23 Tallahassee LATA?

24 A The customer does not need to be there. Your
25 customers dial either your local number or our local number,

1 and the call goes through and it is completed as a local call.
2 They do not get billed toll. They do not get billed anything
3 unless they're on a measured service for you-all. For us, they
4 would not be billed anything for that call.

5 Q But as far as where the call originates and
6 terminates for the purposes of reciprocal compensation, would
7 you say that the end user customer -- would you agree that the
8 end user customer is not located in the same LATA as the call
9 originated from Sprint?

10 MR. DODGE: Mr. McDaniel. I'm going to object to
11 that question as calling for a legal conclusion as well. This
12 may be bound up with the type of traffic that the carriers
13 exchange, which in this case has to be ISP-bound traffic, and
14 we all know what the FCC has done, good or bad, with the
15 definition of that traffic.

16 COMMISSIONER BAEZ: I heard him answer the question
17 before, and I think I would much rather be willing to go with
18 that. He has asked and answered that.

19 MS. MASTERTON: But I guess I was trying, after he
20 gave a new explanation or an additional explanation, just to
21 confirm that that did not change his original statement and
22 also to have him answer yes or no because I don't believe he
23 did that in his original answer.

24 COMMISSIONER BAEZ: Ask him the question one more
25 time and be very careful not to go over some argument about

1 what ISP compensation has been done.

2 MS. MASTERTON: Okay. I will do that.

3 BY MS. MASTERTON:

4 Q So do you agree, Mr. McDaniel, that the call that
5 physically originates in the Tallahassee LATA with a Sprint
6 customer does not physically terminate in the Tallahassee LATA
7 to an ALEC customer?

8 A I do not agree.

9 Q So then explain where the ALEC customer in the
10 Tallahassee LATA to which the call terminates is located.

11 MR. DODGE: Your Honor, asked and answered. This is
12 the third time we've gone over this.

13 COMMISSIONER BAEZ: I actually allowed her to ask
14 that question one more time, and we're going to hear his
15 explanation one more time.

16 A The call terminated at our point of interface in the
17 Tallahassee or Gainesville LATA where our NPA/NXX is. Your
18 customer dialed a seven-digit number and connected to our
19 seven-digit number in that same LATA.

20 Q I'm just going to ask this one more time, but ALEC's
21 customer is not located in that LATA, is that correct,
22 physically located in that LATA?

23 A I have stated, our ISP customer --

24 Q Just say yes or no. I think what I'm looking for
25 here is a yes-or-no answer that I haven't gotten.

1 COMMISSIONER BAEZ: A yes-or-no answer will
2 suffice --

3 A Ask the question again.

4 Q ALEC's customer is not physically located in the
5 Tallahassee LATA; is that correct?

6 A That is correct.

7 MS. MASTERTON: Thank you. And that is all the
8 questions that I have.

9 COMMISSIONER BAEZ: Commissioner Bradley, you had
10 mentioned that you had a question. If you want to, ask it now
11 or we can hold off after redirect.

12 COMMISSIONER BRADLEY: I'll hold off.

13 COMMISSIONER BAEZ: I'm sorry, do we have -- staff
14 has cross?

15 MR. DODGE: Yes, we do.

16 COMMISSIONER BAEZ: Go ahead, Commissioner Bradley.

17 COMMISSIONER BRADLEY: We were discussing the 30-day
18 time period for billing. And my question was, how many days
19 past the 30-day period did Sprint --

20 THE WITNESS: If I'm understanding what you're asking
21 based on the question that --

22 COMMISSIONER BRADLEY: I guess you have August the
23 20th as the date.

24 THE WITNESS: Right.

25 COMMISSIONER BRADLEY: What page is that? What page

1 is that on?

2 MR. MOYLE: Twenty-seven. I think the 21.2 is the
3 30-day notice provision.

4 MR. DODGE: Your Honor, if you could clarify for
5 counsel who probably --

6 COMMISSIONER BRADLEY: Well, I'm just trying to
7 determine how many days Sprint was -- how many days -- about
8 how many days Sprint missed the deadline, the 30-day deadline.

9 MR. DODGE: Your Honor, we would direct your
10 attention to Exhibit 3, and let me quickly count how many pages
11 into that exhibit. At least in my version 11 pages into
12 Exhibit 3.

13 COMMISSIONER BRADLEY: Yeah, I had it. Eleven pages?

14 MR. DODGE: Correct. And that is an e-mail, I
15 presume, and subject to check and correction by Sprint's
16 counsel was --

17 COMMISSIONER BRADLEY: How are you identifying
18 11 pages?

19 MR. DODGE: I think it's -- at the top left it says
20 "Stichel, Alison R." And it's addressed to Chris Roberson.

21 COMMISSIONER BRADLEY: I still don't see it.

22 MR. MOYLE: Commissioner Bradley, I apologize. I
23 thought you were asking about the applicable contract provision
24 that has the 30 days in it, so I gave you Page 27 of the
25 contract, but that wasn't what you're looking for.

1 COMMISSIONER BRADLEY: So is that a question that can
2 be answered or is that something --

3 MR. DODGE: Your question is still pending, Your
4 Honor. I think the answer -- and I'll let Mr. McDaniel give
5 it -- is a mathematical one. How many days after August 11th
6 is August 20th? I can never remember whether you include the
7 first day or not, so I'll let Mr. McDaniel answer.

8 COMMISSIONER BAEZ: If Mr. McDaniel can offer an
9 answer to the Commissioner's question so we can get it
10 officially in the record.

11 THE WITNESS: I don't have the exact invoice date on
12 that, but assuming it was, like, July the 11th, then the 30
13 days would be up -- without looking at a calendar --
14 approximately August the 11th. And the response was on August
15 the 20th, so that would be --

16 COMMISSIONER BRADLEY: So was that calendar days or
17 working days?

18 THE WITNESS: It's calendar days.

19 COMMISSIONER BRADLEY: Okay.

20 COMMISSIONER BAEZ: Ms. Dodson.

21 CROSS EXAMINATION

22 BY MS. DODSON:

23 Q Mr. McDaniel, is it your position that ALEC should be
24 fully compensated for its costs in transporting
25 Sprint-originated traffic to ALEC's switch?

1 A Yes.

2 Q Could a possible interpretation of the agreement be
3 that the parties intended to distribute costs among themselves
4 rather than having Sprint exclusively bear the cost of
5 transport?

6 A Anything is possible, I guess. That's not a very
7 good answer, but --

8 Q Would there ever be an instance when ALEC would
9 charge Sprint either transport or termination fees when a
10 Sprint-originated call did not physically terminate at a
11 customer's location in the same LATA in which it originated?

12 A That's getting back to what we've just discussed. To
13 me, the call terminates at that point of interface. We only
14 bill from the point of interface back to the Sprint tandem. So
15 we're only billing the local piece. We pay the transport from
16 that point of interface to get it to our switch. It's a matter
17 of economics. If you have a lot of concentration, then you
18 could potentially afford to put your switch in there. But if
19 you don't have a lot of concentration, it's cheaper to
20 transport that to a location where you do have a switch.

21 Q You testified on Page 88 of your deposition that ALEC
22 had no customers physically located in the Tallahassee area --
23 Tallahassee LATA; is that correct? Do you have a copy of your
24 deposition?

25 A I have a copy. It's over here. May I get it?

1 Q Could you look at that Page 88?

2 MR. DODGE: Your Honor, the witness has to go back to
3 his other seat to grab the deposition.

4 MR. MOYLE: And I would just -- I mean, it might just
5 be easier to ask him the question. In terms of referring to
6 the deposition, we can ask him. We've got the witness here.
7 We may not need to have him refer to his deposition.

8 BY MS. DODSON:

9 Q Okay. We can do it without your deposition. I'll
10 just ask you: Earlier, you testified that ALEC had no
11 customers physically located in the Tallahassee LATA; is that
12 correct?

13 A We have no customers -- no ISP customers physically
14 located in that LATA.

15 Q But in your deposition on Page 88, I believe you
16 stated -- the question was --

17 COMMISSIONER BAEZ: Ms. Dodson, he has his deposition
18 now, I believe.

19 MS. DODSON: Okay.

20 COMMISSIONER BAEZ: So I think it might be easier
21 just to refer him to it.

22 BY MS. DODSON:

23 Q Starting on Page -- Line 11 where the question was
24 asked, where is the ALEC customer located --

25 A Yes, ma'am.

1 Q -- I believe you stated that the customer was
2 physically located in Tallahassee.

3 A That is correct. That is what I stated, but I did
4 some verification after the deposition and found that I was in
5 error. We do have locations in other states where that is the
6 case but not in Florida, and I was incorrect in what I said
7 there. That's why we went back and changed the response to the
8 interrogatives (sic) from Sprint.

9 MS. DODSON: That's all the questions that we have.

10 COMMISSIONER BAEZ: Redirect.

11 MR. DODGE: Thank you, Your Honor.

12 REDIRECT EXAMINATION

13 BY MR. DODGE:

14 Q Mr. McDaniel, I'm going to be following up on some
15 questions that Ms. Masterton asked you. Do you recall a
16 colloquy with her regarding your familiarity or unfamiliarity
17 with the original contract negotiations between ALEC or its
18 predecessor and Sprint?

19 A Yes.

20 Q And you answered that you had no activity or no
21 function vis-a-vis the original contract negotiations; is that
22 correct?

23 A That's true.

24 Q Isn't it true, Mr. McDaniel, that you have been the
25 point man, the ALEC staffer responsible for discussions with

1 Sprint about the administration of this contract and
2 specifically the dispute that brings us here today?

3 A Yes.

4 Q And those discussions with Sprint have included
5 various types of correspondence and even a --

6 MS. MASTERTON: Excuse me. I think I'm going to
7 object. I think this is supposed to be direct (sic)
8 examination. Those sounds like leading questions to me.

9 COMMISSIONER BAEZ: Reform your question.

10 MR. DODGE: I'll try to rephrase.

11 BY MR. DODGE:

12 Q Did you meet with Sprint at Sprint's headquarters?

13 A Yes.

14 Q Did you send Sprint and receive from Sprint e-mail
15 and regular mail correspondence about this dispute?

16 A Yes.

17 Q Thank you. You had some discussion with
18 Ms. Masterton regarding the Time Warner billing and what has
19 turned out to be a shortfall in Time Warner's billing of ALEC;
20 is that correct?

21 A Yes.

22 Q And you recall that discussion with Ms. Masterton?

23 A Yes.

24 Q When was the last time you had a communication with
25 Time Warner about this matter?

1 A I believe it was this past Monday, subject to check.

2 Q So that would be two days ago?

3 A Yes.

4 Q And who did you talk with at Time Warner?

5 A Paul Potter.

6 Q And he is the same person referenced in the e-mail
7 that you were examined by Ms. Masterton on earlier?

8 A Yes.

9 Q Can you provide us an update on your communications
10 with Mr. Potter two days ago?

11 A Yes. He is -- when I called he was actually he said
12 working on that right now. He advised me of the \$101,000
13 liability that we currently have. He is working with his boss
14 to see what they're going to do, but basically our liability is
15 \$101,000.

16 Q And the \$101,000 figure --

17 COMMISSIONER BRADLEY: Excuse me.

18 MR. DODGE: Surely. Go ahead, Your Honor.

19 COMMISSIONER BRADLEY: You said he's working with his
20 superior to determine what Time Warner might do?

21 THE WITNESS: What Time Warner will actually backbill
22 us for, the liability that we have from around the April or May
23 time frame up until the July time frame.

24 COMMISSIONER BRADLEY: Okay. I misunderstood you
25 when you said what they might do.

1 COMMISSIONER BAEZ: Go ahead, Mr. Dodge.

2 MR. DODGE: Thank you, Your Honor.

3 BY MR. DODGE:

4 Q The \$101,000 figure, Mr. McDaniel, does that
5 represent vis-a-vis the contract or the interconnection
6 agreement, is that the full liability that you have been basing
7 your invoices to Sprint on?

8 A I would say, yes, depending on whether the
9 multiplexing is in there or not. Assuming they have been
10 billing us for the multiplexing, then it would come back to
11 just that difference, yes, sir.

12 Q To what ALEC or Duro office does Time Warner send
13 their bills?

14 A To our -- now our Lake Mary office in Florida.

15 Q Ms. Masterton cross-examined you, Mr. McDaniel,
16 regarding what has been marked as Exhibit 9. That includes
17 several pages of work papers and a cover sheet of a
18 calculation; is that correct?

19 A Yes.

20 Q In answering her questions, did you mean to adopt
21 that calculation sheet as part of your testimony?

22 A Subject to check, that -- I'd have to validate those
23 numbers, but I guess the invoices and all.

24 Q So that is Sprint's calculation, not yours?

25 A That is Sprint's calculations.

1 Q Mr. McDaniel, how much has Sprint paid to ALEC for
2 nonrecurring charges associated with DS-0 channels?

3 A Nothing.

4 Q Ms. Masterton cross-examined you, did she not,
5 regarding one section in the Table 1 of the interconnection
6 contract which indicated a \$153.58 nonrecurring charge for
7 DS-0 channels; is that correct?

8 A That's correct.

9 Q How many payments from Sprint has ALEC received that
10 can be traced to that 153.58 amount?

11 A Non.

12 Q Do you still have in front of you FCC Rule Part
13 51.711? If not, I can provide it to you.

14 A Yes, sir, I have it.

15 Q Do you recall questions from Ms. Masterton regarding
16 this FCC rule part?

17 A Yes.

18 Q Could you read again into the record the title of
19 this rule part which follows Section 51.711?

20 A "Symmetrical reciprocal compensation."

21 Q Is it correct, Mr. McDaniel, that the term "transport
22 and termination" may have a term of art meaning for the FCC
23 when it issued this rule?

24 A I believe it could.

25 Q Is it possible, Mr. McDaniel, that in adopting this

1 rule which requires symmetrical charges that the FCC was
2 speaking of switching charges --

3 MS. MASTERTON: I think I -- I mean, who's testifying
4 here? The counsel or the witness? Because it sounds to me
5 like counsel is putting words in the witness's mouth here.

6 COMMISSIONER BAEZ: You're leading him a little bit
7 too much. I mean, it's okay to ask him about the rule after
8 all, but I think we'd rather hear it from Mr. McDaniel.

9 MR. DODGE: I'll rephrase the last question. Thank
10 you, Your Honor.

11 BY MR. DODGE:

12 Q Mr. McDaniel, do you understand this rule to be aimed
13 at symmetry for interconnection facility charges or end use --
14 excuse me, end office switching charges?

15 A I see from what I've read more on an end user -- I
16 mean, end office charge.

17 Q I'd like to jump now to the cross-examination that
18 Mr. Masterton had with you regarding the work and work
19 functions to set up and test and then administer DS-0 channels.
20 Do you recall that questioning?

21 A Yes.

22 Q I wanted to clarify for the Commission and for the
23 record that we seem to be talking about a range of hours per
24 channel for testing and administration. Could you tell me how
25 many channels there are -- how many DS-0 channels there are in

1 a DS-1 circuit?

2 A Yes.

3 Q What's the number, please.

4 A Twenty-four.

5 Q You are well-schooled as a witness -- holding back on
6 me. Subject to check, if it takes two hours per --

7 MS. MASTERTON: I mean, for a direct -- redirect to
8 be subject to check, I think once again --

9 MR. DODGE: Subject to check my math.

10 MS. MASTERTON: -- we're having counsel provide
11 evidence for the witness to confirm.

12 COMMISSIONER BAEZ: Ms. Masterton, I think -- well,
13 for starters, I don't think any of these numbers that were
14 discussed on cross were necessarily etched in stone. I mean, I
15 remember a lot of estimating and so on, but if you will explain
16 what your use of "subject to check" is for the Bench --

17 MR. DODGE: Subject to check of my math and
18 not subject to -- these are not offered for the truth of the
19 matter asserted, obviously.

20 COMMISSIONER BAEZ: They are hypothetical numbers.

21 MR. DODGE: They are hypothetical. This is for
22 clarification of the record because we're all over the lot
23 during cross-examination in both questioning and answering.
24 And I'd just like to go through a very basic mathematical
25 calculation to get a range using the hypothetical loaded labor

1 rate and compare that range to what ALEC has actually invoiced
2 Sprint for.

3 MS. MASTERTON: Well, can I say that if it's based on
4 information that hasn't already been presented -- in other
5 words, if he -- I believe he'd be entering evidence into the
6 record.

7 COMMISSIONER BAEZ: Well, there's --

8 MR. DODGE: It's based on your evidence.

9 COMMISSIONER BAEZ: Hang on a second. There has been
10 discussion on what all is involved. There were questions on
11 what was involved in a loaded labor rate, and I believe that's
12 where counsel is leading. And in terms of what the numbers
13 are, we've already -- it's already been established that
14 they're going to be offered just for the computation and how
15 one arrives at a loaded labor rate, at least in ALEC's point.
16 Am I correct in --

17 MR. DODGE: That's exactly correct, Your Honor.

18 COMMISSIONER BAEZ: If that's what you're using it
19 for, I'll allow the question.

20 MR. DODGE: I'd like to read three sentences of
21 calculations to Mr. McDaniel, have him agree that my math is
22 right, or correct me if it's wrong, and that's just as
23 plausible, believe me. If I may.

24 COMMISSIONER BAEZ: Go ahead.

25 MR. DODGE: Thank you, Your Honor.

1 BY MR. DODGE:

2 Q Am I right, Mr. McDaniel, that if it takes 2
3 hours per DS-0 channel, and there are 24 DS-0 channels at
4 issue, and the loaded labor rate hypothetically is \$100 an hour
5 for ALEC, that the cost, and I'll put that in quotes, the cost
6 to ALEC of testing and administering those 24 channels is
7 \$4,800?

8 A Yes.

9 Q Going up to three hours, because I think you
10 mentioned three hours in your response to Ms. Masterton, is my
11 math that if it takes 3 hours for each of the 24 channels and
12 using the same labor rate, that the cost, again in quotes, to
13 ALEC is \$7,200?

14 A Yes.

15 Q And, finally, I think I heard the number 4, that it
16 might take up to 4 hours to test a channel. If it's 4 hours
17 for each of the 24 DS-0 channels, then ALEC's, quote, unquote,
18 cost is \$9,600; is that correct?

19 A Mathematically, that's correct, yes.

20 Q And what was your response to Ms. Masterton when she
21 asked you what you're actually invoicing Sprint for for testing
22 and administering these 24 DS-0 channels?

23 A The \$915 for the first DS-0 and \$263 for each
24 additional, the other 23.

25 Q And are you able to do the math on the fly to compare

1 that total to the totals I've given you?

2 A I believe it's around \$6,900 and some -- a few odd
3 dollars. I can't do it in my head right now.

4 Q Less than \$7,000?

5 A Yes.

6 Q Or less than the midpoint of the range we've just
7 discussed?

8 A Yes.

9 MR. DODGE: Thank you, Your Honor, for your
10 indulgence on that. Just a few more.

11 Q Do you recall questions from Ms. Masterton regarding
12 the audit provision of the agreement?

13 A Yes.

14 Q Has Sprint requested an audit for the disputed period
15 in question?

16 A No, sir.

17 Q Has Sprint requested an audit at all?

18 A In Florida?

19 Q In Florida.

20 A No, sir.

21 Q There was considerable discussion between you and
22 Ms. Masterton and then with Staff Counsel Dodson as well about
23 physical location or not for the Tallahassee and the Ocala
24 LATAs. Do you remember those questions?

25 A Yes.

1 Q I just want to nail this down because I was confused
2 on one point. The end user customer we're referring to is the
3 dial-up customer; is that correct?

4 A No, sir. The end user customer of ALEC is the ISP.
5 The ISP has end user customers that are located in those LATAs
6 making the calls, but the ISP itself does not have a physical
7 location in that LATA.

8 Q And in response to Ms. Masterton's questions
9 regarding termination of the traffic origination and
10 termination of the traffic, you indicated that you thought
11 that, am I correct, for rating purposes that the call is
12 originated and terminated in either a particular local calling
13 area or the Tallahassee or Ocala LATA; is that correct?

14 A That's correct.

15 Q Thank you. Last question. There's been considerable
16 discussion between you and Ms. Masterton regarding the 30-day
17 notice period, and the Bench has also asked some questions
18 about this. Do you remember those questions?

19 A Yes.

20 Q Just to confirm, am I correct that Sprint missed the
21 30-day deadline?

22 A Yes.

23 Q By nine days?

24 A I will accept that.

25 Q And the communication you received from Sprint was an

1 e-mail?

2 A That's correct.

3 Q And what generated that e-mail from Sprint?

4 A Our call to Sprint asking about the payment.

5 Q After that e-mail and after your oral communication
6 with Sprint, did you receive what you consider to be a formal
7 written dispute from Sprint for the charges in question?

8 A No. We did not receive any formal notification of
9 the dispute until the January of 2000 time frame -- 2002,
10 excuse me.

11 MR. DODGE: Thank you. That's all I have, Your
12 Honor.

13 COMMISSIONER BAEZ: Thank you, Mr. McDaniel.

14 (Witness excused.)

15 COMMISSIONER BAEZ: Moving on to your witnesses now.

16 MS. MASTERTON: Yes.

17 COMMISSIONER BAEZ: Let's go ahead and move some
18 exhibits in.

19 MS. MASTERTON: I have one, and I'm not sure if it's
20 8 or 9, actually.

21 COMMISSIONER BAEZ: No. Eight are the testimony
22 exhibits, so you have 9.

23 MS. MASTERTON: So it would be 9, yeah.

24 COMMISSIONER BAEZ: Right.

25 MS. MASTERTON: And I'd like to move that into the

1 record at this time.

2 (Exhibit 9 admitted into the record.)

3 MR. MOYLE: Just so I'm clear, what is 9 again?

4 COMMISSIONER BAEZ: Nine is the schedule of invoices
5 that was referred to during cross.

6 MR. MOYLE: Okay. I guess the only objection we
7 would have would be the sheet that Sprint prepared. I mean, we
8 just saw it this morning. Assuming the numbers are okay,
9 that's all right, but I'd hate for it to come into evidence as
10 being the gospel truth with us -- a document prepared by them
11 that we haven't seen that's a summary of a bunch of different
12 calculations, so --

13 COMMISSIONER BAEZ: Have you seen it? You haven't
14 seen it?

15 MR. MOYLE: I saw it this morning.

16 COMMISSIONER BAEZ: Except for this morning. And
17 you're offering it for the accuracy, obviously the accuracy of
18 the numbers subject to checking the accuracy.

19 MS. MASTERTON: Yes. I mean, if they're not
20 accurate, I -- they're based -- and that's why we put the page
21 numbers. Every number that we have in here is tied to a number
22 on an invoice.

23 COMMISSIONER BAEZ: Off-line -- we're going to admit
24 it off-line. After the hearing, take an opportunity to confirm
25 the numbers, and I'm hoping that there won't be a problem with

1 this, but --

2 MS. MASTERTON: Is it possible that we could identify
3 that any corrections to this as a late-filed exhibit?

4 COMMISSIONER BAEZ: You can identify any corrections
5 as a late-filed exhibit.

6 MR. MOYLE: And I don't mean to be obstreperous, but
7 it's the old litigator in me. Having a Sprint-prepared
8 document come in as evidence in my case, that has me a little
9 nervous, but I think that --

10 COMMISSIONER BAEZ: Are we not trusting the Sprint --

11 MR. MOYLE: No, no. If their math is anything like
12 my math, there's likely to be errors in it, so there's kind of
13 a level of trust --

14 COMMISSIONER BAEZ: Count my math in that one too.

15 MR. MOYLE: -- a matter of not having reviewed it.

16 COMMISSIONER BAEZ: Mr. Dodge, or Mr. Moyle, you have
17 some exhibits that you may want to move into evidence -- into
18 the record, rather.

19 MR. DODGE: At this point we would offer for
20 admission into the record, Your Honor, Mr. McDaniel's direct,
21 rebuttal, and correction sheet, along with the exhibits
22 attached thereto.

23 COMMISSIONER BAEZ: That will be Exhibit 8.

24 Exhibit 8 is admitted.

25 (Exhibit 8 admitted into the record.)

1 COMMISSIONER BAEZ: You had some other ones that you
2 presented. I'm sorry, the confidential agreement -- 1 through
3 7 I'm holding. I'm assuming we can admit them too, Linda? The
4 stipulated will be admitted, 1 through --

5 MS. DODSON: Yes, Commissioner.

6 COMMISSIONER BAEZ: -- 1 through 7, without
7 objection.

8 (Exhibits 1 through 7 admitted into the record.)

9 COMMISSIONER BAEZ: And we have as Exhibit 10 still
10 have a late-filed exhibit. We will --

11 MR. MOYLE: Right, and it's the confidential
12 agreement -- the confidential document.

13 COMMISSIONER BAEZ: That is Number 7.

14 MR. MOYLE: Okay.

15 COMMISSIONER BAEZ: All right. We have Witness Felz
16 on my sheet, I think.

17 Okay. Call your witness, please.

18 MS. MASTERTON: Sprint calls John Felz.

19 COMMISSIONER BAEZ: Mr. Felz, you were sworn;
20 correct? You were sworn in?

21 THE WITNESS: Yes.

22 COMMISSIONER BAEZ: Okay. Thank you.

23 JOHN M. FELZ

24 was called as a witness on behalf of Sprint-Florida,
25 Incorporated and, having been duly sworn, testified as follows:

DIRECT EXAMINATION

1
2 BY MS. MASTERTON:

3 Q Mr. Felz, could you please state your name and
4 address for the record.

5 A My name is John Felz. My business address is 6450
6 Sprint Parkway, Overland Park, Kansas.

7 Q And by whom are you employed and in what capacity?

8 A I'm employed by Sprint as director of state
9 regulatory.

10 Q And, Mr. Felz, are you the same John Felz for whom
11 Sprint filed a notice of substitution of witness on July 17th,
12 2002?

13 A Yes.

14 Q So according to that notice, you are adopting the
15 direct and rebuttal testimony previously filed by Jeff Caswell;
16 is that correct?

17 A Yes, I am.

18 Q And so you're adopting the testimony -- the direct
19 testimony of Mr. Caswell filed on May 22nd and consisting of 13
20 pages; is that correct?

21 A Correct.

22 Q And do you have any changes to that testimony,
23 Mr. Felz?

24 A No.

25 Q Well, I thought we were going to replace his name and

1 address with your information. Is that --

2 A Yes, I'm sorry.

3 COMMISSIONER BAEZ: We can do that.

4 MS. MASTERTON: And I'll provide a copy of that to
5 the court reporter. It's been previously filed with the
6 Commission, so --

7 COMMISSIONER BAEZ: Very well.

8 BY MS. MASTERTON:

9 Q And are you also adopting the rebuttal testimony of
10 Mr. Caswell filed on June 28th and consisting of 10 pages?

11 A Yes.

12 Q And do you have any changes to that testimony,
13 Mr. Felz?

14 A The same changes that you just described would be
15 applied to the rebuttal testimony as well.

16 MS. MASTERTON: Okay. So I would move that Mr. Felz'
17 direct -- the adopted testimony of Mr. Felz be read and moved
18 into the record as though read.

19 COMMISSIONER BAEZ: Let the record reflect the same.

20 (REPORTER'S NOTE: To accommodate changes to the
21 direct and rebuttal testimony, Ms. Masterton instructed the
22 court reporter to add an additional page to the direct and
23 rebuttal testimony.)

24

25

1 **Q. Please state your name, occupation and business address.**

2

3 **A.** My name is John M. Felz. I am presently employed as Director - State Regulatory for Sprint
4 Corporation. My business address is 6450 Sprint Parkway, Overland Park, Kansas 66211.

5

6 **Q. Please describe your educational background and business experience.**

7

8 **A.** I received my Bachelor's degree in Accounting from Rockhurst College in Kansas City,
9 Missouri in 1979. In 1989, I earned a Master's Degree in Business Administration with an emphasis
10 in Finance from Rockhurst College. I began my career with Sprint as an internal auditor in 1979
11 and assumed increasing levels of responsibility in that department, including positions as Senior
12 Auditor, Audit Manager and Assistant Director. In 1986, I accepted the position of Revenue
13 Accounting Manager for Sprint's Midwest Group of local telephone companies and was responsible
14 for customer billing for approximately 500,000 customers in six states. In 1988, I assumed the
15 position of Financial Budget Manager and had responsibility for preparing and managing the budget
16 for Sprint's Midwest Group of local telephone companies. In 1991, I assumed the position of
17 Revenue Planning Manager and had responsibility for regulatory and tariff issues for Sprint's local
18 telephone operations in Kansas. In 1996, I assumed the position of Senior Manager - Wholesale
19 Markets and had responsibility for negotiating and implementing interconnection agreements with
20 competitive local exchange carriers and wireless providers. In January 1998, I assumed my current
21 position as Director - State Regulatory. In my current position, I am responsible for development
22 and implementation of regulatory policies for Sprint's operations in a number of states, including
23 Florida.

24

25

1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2 **DIRECT TESTIMONY**

3 **OF**

4 **Jeffrey P. Caswell**

5
6
7 **Q. ~~Please state your name and business address.~~**

8
9 A. ~~My name is Jeffrey P. Caswell. I am Group Manager Wholesale Markets, for Sprint~~
10 ~~Corporation. My business address is 6480 Sprint Parkway, Overland Park, Kansas 66251.~~

11
12 **Q. ~~Please describe your educational background and work experience.~~**

13
14 A. ~~I received a Bachelor's Business Administration degree in Finance from the University of~~
15 ~~Iowa in 1984 and a Master's Business Administration from Drake University in 1985. I~~
16 ~~worked in telecommunications regulation for the Iowa State Commerce Commission in~~
17 ~~1985-1986, and as the Manager of Access and Settlements for Telephone & Data Systems in~~
18 ~~1987-1988. In 1988 I began a career with United Telephone of Florida (now Sprint) as~~
19 ~~Revenue Planning and Pricing Supervisor. Since that time, I have had a number of Market~~
20 ~~Analysis, Regulatory, and Account Management positions of increasing responsibility. My~~
21 ~~current position is Group Manager Wholesale Markets.~~

22
23 **Q. What is the purpose of your testimony?**

1 A. (1) I will briefly address Sprint's position on the nature of the Commission's jurisdiction to
2 resolve ALEC's complaint.

3 (2) I will describe the nature of the dispute that exists between ALEC and Sprint, highlight
4 the portion of the parties' Interconnection Agreement ("Agreement") most directly at issue,
5 and provide Sprint's interpretation of the subject issues and how Sprint and other CLECs
6 provide and bill for identical transport facilities. (3) I will also describe for the Commission
7 how Sprint's interpretation is consistent with the FCC's rules regarding this issue.

8 (4) Further, I will describe the appropriate methodology for charges for transport and
9 facilities under the Agreement and the appropriate rates for transport and facilities under the
10 Agreement.

11

12 As an introduction, I will discuss first Sprint's general understanding of the dispute, provide
13 a basic explanation of the facilities used to provide interconnection, and identify the
14 provisions of the Agreement relevant to the dispute. Then, I will address the specific issues
15 enumerated in the procedural order.

16

17 **Q. What is your understanding of the dispute between ALEC and Sprint?**

18

19 A. Sprint and ALEC have an interconnection agreement dated June 1, 2001. In it, among other
20 items, the parties make commitments regarding the exchange of local traffic (as that term is
21 defined in the Agreement), non-local traffic and the compensation related to each type of
22 traffic. This dispute is mainly a billing dispute related to the recurring and non-recurring
23 charges applicable for the transport of Sprint end-user-originated traffic between the agreed
24 upon POI and ALEC's switch. Sprint believes that ALEC has overcharged Sprint in three
25 ways. First, ALEC has charged Sprint for multiple circuits within each dedicated transport

1 facility provided by ALEC (or leased by ALEC from a third party). The correct
2 methodology is to bill for the facility, not for each individual trunk within each facility.
3 Second, it is Sprint's understanding that ALEC has billed Sprint ALEC's Florida price list
4 charges for the dedicated transport facilities provided by ALEC (or leased by ALEC from a
5 third party) rather than the charges in the Agreement. Finally, ALEC billed Sprint for
6 dedicated facilities for transport of InterLATA (non-Local) traffic. In sum, ALEC has
7 misinterpreted the Agreement and over-billed Sprint for the interconnection arrangements
8 established by the parties.

9
10 **Q. To put this dispute into context, define point of interconnection, facility and trunks.**

11
12 A. When a CLEC and an ILEC interconnect their networks for the purpose of exchanging
13 traffic, at least two switches are involved, one for each company. The facility between the
14 two switches is a physical pathway (such as a pair of copper wires, or a fiber system) that
15 transmits voice and data. The POI is the point at which responsibility for installation and
16 maintenance of the interconnection transport facility or pathway ends for one carrier and
17 starts for the other. A trunk is a service provisioned jointly over the transport
18 interconnection facility or pathway between two switches. Each trunk uses a single time slot
19 (i.e., a single voice grade capable communication path) of a DS1 facility, which has 24 time
20 slots or voice grade capable communication paths. The DS1, in turn, may be part of a DS3
21 facility, which has 28 DS1s, or 672 voice grade paths.

22
23 **Q. Now, please explain the interconnection arrangement agreed to by Sprint and ALEC in**
24 **the Interconnection Agreement.**

1 A. The Agreement sets forth how the parties interconnect with one another. Attachment IV,
2 Section 1.2.1 states that the parties will establish a POI which is the “physical point that
3 establishes the technical interface, the test point, and the operational responsibility hand-off
4 between CLEC and Sprint for the local interconnection of their networks.” Section 1.2.2
5 makes each party responsible for engineering and maintaining its network on its side of the
6 POI. Sprint has engineered and is responsible for its network on its own side of the POI and
7 ALEC has engineered and is responsible for the network on its side of the POI.

8

9 **Q. Does the Agreement address local interconnection for interLATA transport?**

10

11 A. No, the Agreement is applicable for interconnection for local traffic. Where ALEC’s
12 switch is located outside the LATA, transport becomes interLATA. Sprint is not
13 responsible for interLATA transport, therefore transport charges are only applicable to the
14 Winter Park to Maitland route. However, ALEC has billed Sprint recurring and non-
15 recurring charges for interLATA transport between Tallahassee and its switch in Valdosta,
16 Georgia, and between the Ocala access tandem in the Gainesville LATA and its switch in
17 Maitland (in the Orlando LATA).

18

19 **ISSUE 1: WHAT IS THE COMMISSION’S JURISDICTION IN THIS MATTER?**

20

21 **Q. What is Sprint’s position regarding the Florida Public Service Commission’s**
22 **jurisdiction to resolve ALEC’s complaint?**

23

24 A. The Commission has jurisdiction to resolve disputes concerning interconnection pursuant to
25 s. 364.162(1), Florida Statutes. In exercising its jurisdiction, the Commission must act

1 consistent with applicable state law and with controlling federal law, including the 1996
2 Telecommunications Act and FCC regulations and orders issued pursuant to the act. This
3 issue is primarily a legal issue that will be more fully addressed in Sprint's post-hearing
4 brief.

5
6 **ISSUE 2: UNDER THE TERMS OF THE PARTIES' INTERCONNECTION**
7 **AGREEMENT, WHAT ARE THE APPROPRIATE DEDICATED TRANSPORT**
8 **CHARGES FOR TRANSPORT FACILITIES USED TO TRANSPORT SPRINT-**
9 **ORIGINATED TRAFFIC FROM THE POI TO ALEC'S SWITCH?**

10
11 **Q. According to the Agreement, what is the appropriate compensation for Local Traffic**
12 **when Sprint delivers traffic to ALEC?**

13
14 A. Attachment 1, Section 3.1 states that "the rates to be charged for the exchange of Local
15 Traffic are set forth in Table 1 of this Attachment and shall be applied consistent with the
16 provisions of Attachment IV of this Agreement." Attachment IV, Section 2.4.1.2 describes
17 that, when Sprint customers terminate traffic to the CLEC's customers, "Sprint shall pay
18 CLEC for transport charges from the POI to the CLEC switching center for dedicated
19 transport" along with the symmetrical per minute reciprocal compensations rates for the
20 functionality actually provided by CLEC for the call termination. Attachment IV, Section
21 2.2 describes in detail the compensation schemes for the transport charges from the POI to
22 the CLEC switching center and distinguishes the transport charges based on which party
23 provides the transport facility. Attachment IV, Section 2.2.3 governs this portion of the
24 dispute because ALEC provides 100% of the interconnection facilities either through lease
25 of third party facilities or construction of its own facilities. The Agreement provides that

1 ALEC may charge Sprint for a proportionate amount of the transport facility based on
2 relative usage, using “the lesser of: Sprint’s dedicated interconnection rate; the CLECs own
3 cost, if filed and approved by a commission of appropriate jurisdiction; and [or] the actual
4 lease cost of the interconnection facility.” Under the three payment options for the dedicated
5 transport, the qualifier the “**lesser of**” means that Sprint’s dedicated transport rates are the
6 highest rates that ALEC can charge Sprint for the non-recurring and recurring charges for
7 the transport facilities (assuming that third party lease rates are higher than Agreement
8 rates). Since ALEC did not file its own cost study or submit its actual lease rates, Sprint’s
9 dedicated transport non-recurring and recurring charges are the appropriate rates. Sprint’s
10 non-recurring and recurring rates from Attachment 1, Table 1, p. 44 are the rates that should
11 apply for the non-recurring installation charges and the monthly recurring charges. Instead,
12 ALEC appears to have billed Sprint rates from ALEC’s Florida price list for the
13 interconnection facilities’ installation and monthly recurring charges.

14
15 **ISSUE 2 (A): HAS ALEC APPLIED THE CORRECT METHODOLOGY TO CALCULATE**
16 **THE APPROPRIATE RECURRING AND NON-RECURRING DEDICATED TRANSPORT**
17 **CHARGES TO SPRINT FOR SUCH FACILITIES?**

18
19 **Q. What is the basis of Sprint’s dispute in regard to ALEC’s invoices?**

20
21 A. The largest portion of the disputed amounts billed by ALEC involve the multiple non-
22 recurring charges for the installation of the dedicated transport interconnection facilities.
23 Exhibit D attached to ALEC’s Complaint, titled “Invoices for ALEC Facilities and Services
24 Provided to Sprint (Summary Tables and Underlying Invoices)” shows how ALEC is
25 charging Sprint for interconnection facilities. ALEC is charging non-recurring charges

1 (shown as Transport --circuit installation charges in Exhibit D to the Complaint) to Sprint
2 for three installations for each trunk (or call path) pursuant to a document that ALEC calls
3 "ALEC Florida Tariff NO. 2 – First Revised Page 3." Basically, ALEC's billing logic
4 works like this: First, ALEC has charged Sprint (the first time) a non-recurring charge to
5 install a DS3 circuit, which Sprint did not order, between the parties. Next, ALEC has
6 charged Sprint non-recurring charges for each of the DS1's derived from that DS3. Finally,
7 ALEC has charged Sprint non-recurring charges for multiple DS0's derived from each of the
8 DS1's. This billing scheme defies common logic. Were the industry to utilize ALEC's
9 billing methodology, no circuit would ever be ordered at greater than a DS0 or Voice Grade
10 level. ALEC is effectively charging three separate times for each derived voice transmission
11 channel. ALEC's defective methodology of charging Sprint multiple installation charges and
12 a service order charge for the same facility comprises the majority of the disputed charges
13 between the two companies.

14
15 **Q. Is there any justification for ALEC Inc. to bill Sprint recurring transport or entrance**
16 **facilities for both DS3 and DS1 facilities between Sprint's Winter Park access tandem**
17 **and ALEC Inc.'s switch in Maitland?**

18
19 **A.** Absolutely not. Sprint delivers its end-user-originated traffic to the Sprint/ALEC agreed
20 upon POI at the DS1 level. The agreed upon POI is the Time Warner collocation space in
21 the Winter Park access tandem building. Sprint delivers its end user originated traffic to
22 Time Warner's facilities at the DS1 level using standard DS1 jumpers. Time Warner then
23 transports the traffic to ALEC using its facilities. Sprint's responsibility for delivering the
24 traffic to ALEC is at the Sprint and industry standard DS1 level between the POI and
25 ALEC's switch. ALEC is entitled to carry its traffic at something other than the DS1 level,

1 however, this is not under the control of Sprint and Sprint should not be subject to multiple
2 billings for the same service. The appropriate rates to be charged for the transport function
3 are as discussed following. There is no justification for billing twice for the same service,
4 irrespective of the particular rates used.

5
6 **Q. How should the non-recurring charges for the installation of interconnection facilities**
7 **be assessed?**

8
9 **A. Per Attachment IV, Section 2.2.3, of the Agreement, the appropriate non-recurring charge**
10 for the installation of interconnection facilities is the Sprint dedicated interconnection rates
11 from the Agreement, since those rates are lower than the rates charged by ALEC. The non-
12 recurring charges for dedicated transport are found in Attachment 1, Table 1, page 44. For a
13 DS1, the installation charge is \$79.80. Since Sprint delivers traffic to Time Warner (who
14 Sprint understands to be the third party from whom ALEC leases the transport facility) at the
15 industry standard DS1 level, Sprint should only be billed for the non-recurring charge for
16 each DS1. Sprint's rates clearly do not include multiple installation charges for the
17 installation of all of the circuits within a particular facility. Instead of charging for each DS0
18 in a DS1, and every DS1 in a DS3, Sprint charges a single installation charge for each
19 facility. Since the Agreement and FCC rules require symmetrical reciprocal compensation,
20 Sprint's prices and methodology govern and ALEC's charges are clearly erroneous.

21
22 **ISSUE 2 (B): HAS ALEC APPLIED THE CORRECT RATE TO CALCULATE THE**
23 **APPROPRIATE RECURRING AND NON-RECURRING DEDICATED TRANSPORT**
24 **CHARGES TO SPRINT FOR SUCH FACILITIES?**

1 **Q. What is the nature of the dispute regarding the other portion of the amounts billed by**
2 **ALEC?**

3

4 A. The second issue involves the rate levels used by ALEC in calculating the non-recurring and
5 recurring charges to Sprint for the interconnection facilities used by the parties. The rates
6 used by ALEC are not as specified in the Agreement between the parties or by the FCC's
7 rules.

8

9 **Q. ALEC's Exhibit D states that its installation charges are made pursuant to "ALEC**
10 **Florida Tariff NO. 2 – First Revised Page 3." Is this proper?**

11

12 A. No, for several reasons. First, as set forth above the Agreement in Attachment IV, Section
13 2.2.3 specifies that Sprint's rates for dedicated transport should apply because they are less
14 than the rates billed by ALEC. Second, the Agreement states in Attachment I, Section 3.1
15 that the rates charged for the exchange of Local Traffic are set forth in Table 1 of
16 Attachment I and must be applied consistently with the provisions of Attachment IV. Thus,
17 ALEC's price list rates, which are not found in the Agreement, do not apply.

18

19 **Q. Are the provisions of the Agreement consistent with the FCC's rules regarding**
20 **symmetrical reciprocal compensation?**

21

22 A. Yes. The current reciprocal compensation rules are as follows:

23

24 **51.711 Symmetrical reciprocal compensation.**

25

1 (a) Rates for transport and termination of telecommunications traffic shall be symmetrical,
2 except as provided in paragraphs (b) and (c).

3
4 (1) For purposes of this subpart, symmetrical rates are rates that a carrier other
5 than an incumbent LEC assesses upon an incumbent LEC for transport and
6 termination of telecommunications traffic equal to those that the incumbent LEC
7 assesses upon the other carrier for the same services.

8 . . .

9 (b) A state commission may establish asymmetrical rates for transport and
10 termination of telecommunications traffic only if the carrier other than the
11 incumbent LEC (or the smaller of two incumbent LECs) proves to the state
12 commission on the basis of a cost study using the forward-looking economic cost
13 based pricing methodology described in 51.505 and 51.511 of this part, that the
14 forward-looking costs for a network efficiently configured and operated by the
15 carrier other than the incumbent LEC (or the smaller of two incumbent LECs),
16 exceed the costs incurred by the incumbent LEC (or the larger incumbent LEC),
17 and, consequently, that such that a higher rate is justified.

18
19 **Q. Does the FCC symmetrical reciprocal compensation rule allow a CLEC to charge rates**
20 **different from those of the ILEC?**

21
22 A. The FCC rules, which the 8th Circuit Court and Supreme Court have upheld, provide that the
23 ILEC rates would be used for CLEC-ILEC billing purposes. Should a CLEC wish to bill a
24 higher rate, the CLEC (in this case ALEC) would have to prove to a state utility commission
25 that its forward looking economic costs, and subsequent rates, are justifiably different from

1 those of the ILEC (in this case Sprint). Attachment IV, Section 2.2.3.2 of the Agreement also
2 permits this, but only if the CLEC's rates are lower than Sprint's rates.

3

4 **Q. What are the charges for dedicated transport if ordered from Sprint?**

5

6 A. The price sheets attached to the Agreement as Table I provide that \$79.80 is the appropriate
7 non-recurring (installation) charge for DS1 dedicated transport. In addition, the monthly
8 recurring charge for DS1 dedicated transport from Winter Park to Maitland is \$71.95. These
9 are the appropriate rates unless the Time Warner lease rates charged to ALEC for these
10 facilities are lower. If such is the case, the lower Time Warner lease rates would be the
11 correct rates per the Agreement.

12

13 **ISSUE 3: UNDER THE TERMS OF THE PARTIES' INTERCONNECTION AGREEMENT,**
14 **WHAT MINUTE-OF-USE CHARGES ARE APPLICABLE FOR THE TRANSPORT OF**
15 **SPRINT-ORIGINATED TRAFFIC FROM THE POI TO ALEC'S SWITCH?**

16

17 **Q. Under the terms of the Parties' Interconnection Agreement, what minute-of-use**
18 **charges are applicable for the transport of Sprint-originated traffic from the POI to**
19 **ALEC's switch?**

20

21 A. Per MOU charges are not applicable where Sprint is already leasing the dedicated facilities.

22

23 **Q. Does Sprint charge on a per-MOU basis for dedicated transport?**

24

1 A. No. Usage-based charging (i.e., per MOU) is not applicable for dedicated transport
2 facilities, usage is only charged for common transport facilities. The economic replacement
3 of usage-based charging with dedicated facilities is precisely why carriers have purchased
4 dedicated transport, special access services, etc.

5

6 **ISSUE 4: HAS SPRINT PAID ALEC THE APPROPRIATE CHARGES PURSUANT TO**
7 **THE TERMS OF THE PARTIES' INTERCONNECTION AGREEMENT?**

8

9 **Q. Has Sprint paid ALEC the appropriate charges pursuant to the terms of the Parties'**
10 **Interconnection Agreement?**

11

12 A. Sprint has paid, to date, \$45,389.50 for the facilities which Sprint believes are properly
13 chargeable under the Agreement. On May 22, 2002, Sprint authorized payment of an
14 additional amount of \$78,601.38 to satisfy remaining amounts properly chargeable under the
15 Agreement. Sprint believes that the total amount, \$123,990.88, satisfies all outstanding
16 balances for the non-recurring and recurring charges incurred to date.

17

18 **ISSUE 5: DID SPRINT WAIVE ITS RIGHT TO DISPUTE CHARGES BECAUSE IT DID**
19 **NOT PROPERLY FOLLOW APPLICABLE PROCEDURES OUTLINED IN THE**
20 **PARTIES' INTERCONNECTION AGREEMENT?**

21

22 **Q. Please briefly describe to the best of your knowledge the communication that**
23 **transpired between Sprint and ALEC to indicate there was a dispute.**

24

25

1 A. Sprint sent ALEC orders for reciprocal compensation circuits that were installed mid to late
2 April 2001. Sprint did not receive invoices for these circuits until July 18, 2001. The
3 invoices contained recurring charges for the DS1s and DS3s and non-recurring charges for
4 the DS0s, DS1s and DS3s. In August 2001 Sprint sent an e-mail to ALEC associate Chris
5 Roberson explaining that ALEC had used invalid rates for MRCs and NRCs and had billed
6 Sprint three times for each communication path. Discussions between the parties (via e-
7 mails and phone calls) continued in September 2001, during which Sprint and ALEC
8 struggled to understand each other's logic. Sprint paid \$45,389.50 in undisputed charges.
9 The discussions continued throughout October 2001. Then in November 2001, ALEC
10 associate Richard McDaniels visited Kansas City to explain ALEC's billing and to request
11 payment. Discussions ended in December 2001 as a result of ALEC's filing of an informal
12 complaint with the Florida PSC.

13

14 **Q. Please summarize your testimony.**

15

16 A. Sprint believes that ALEC has overcharged Sprint in three ways: 1)ALEC has applied non-
17 recurring charges to multiple circuits within each dedicated transport facility; 2) ALEC has
18 billed Sprint charges from ALEC's Florida price list for the dedicated transport rather than the
19 charges in the Agreement; and, 3) ALEC has billed Sprint for dedicated facilities for transport
20 of interLATA (non-Local) traffic. In sum, ALEC has misinterpreted the Agreement and over-
21 billed Sprint for the interconnection arrangements established by the parties.

22

23 **Q. Does this conclude your testimony?**

24

25 A. Yes.

1 **Q. Please state your name, occupation and business address.**

2
3 **A.** My name is John M. Felz. I am presently employed as Director - State Regulatory for Sprint
4 Corporation. My business address is 6450 Sprint Parkway, Overland Park, Kansas 66211.
5

6 **Q. Please describe your educational background and business experience.**

7
8 **A.** I received my Bachelor's degree in Accounting from Rockhurst College in Kansas City,
9 Missouri in 1979. In 1989, I earned a Master's Degree in Business Administration with an emphasis
10 in Finance from Rockhurst College. I began my career with Sprint as an internal auditor in 1979
11 and assumed increasing levels of responsibility in that department, including positions as Senior
12 Auditor, Audit Manager and Assistant Director. In 1986, I accepted the position of Revenue
13 Accounting Manager for Sprint's Midwest Group of local telephone companies and was responsible
14 for customer billing for approximately 500,000 customers in six states. In 1988, I assumed the
15 position of Financial Budget Manager and had responsibility for preparing and managing the budget
16 for Sprint's Midwest Group of local telephone companies. In 1991, I assumed the position of
17 Revenue Planning Manager and had responsibility for regulatory and tariff issues for Sprint's local
18 telephone operations in Kansas. In 1996, I assumed the position of Senior Manager - Wholesale
19 Markets and had responsibility for negotiating and implementing interconnection agreements with
20 competitive local exchange carriers and wireless providers. In January 1998, I assumed my current
21 position as Director - State Regulatory. In my current position, I am responsible for development
22 and implementation of regulatory policies for Sprint's operations in a number of states, including
23 Florida.

24
25

1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2 **REBUTTAL TESTIMONY**

3 **OF**

4 **Jeffrey P. Caswell**

5
6 ~~Q. Please state your name and business address.~~

7
8 ~~A. My name is Jeffrey P. Caswell. I am Group Manager Wholesale Markets, for Sprint~~
9 ~~Corporation. My business address is 6480 Sprint Parkway, Overland Park, Kansas~~
10 ~~66251.~~

11
12 **Q. Are you the same Jeffrey P. Caswell that filed direct testimony in this**
13 **proceeding?**

14
15 **A. Yes, I am.**

16
17 **Q. What is the purpose of your rebuttal testimony?**

18
19 **A. The purpose of my testimony is to rebut the assertions made by ALEC witness D.**
20 **Richard McDaniel concerning the recurring and non-recurring charges billed by**
21 **ALEC to Sprint for transport services.**

22
23 **Q. ALEC witness McDaniel testifies that Sprint has refused to pay ALEC the**
24 **complete amounts invoiced for recurring charges for dedicated transport**
25 **facilities. Is this correct?**

1

2 A. Yes. Sprint has appropriately refused to pay a significant portion of the monthly
3 recurring charges invoiced by ALEC because they contain duplicate charges for the
4 same dedicated transport facilities. More specifically, ALEC has billed Sprint
5 recurring charges for three DS3 dedicated transport facilities while simultaneously
6 billing recurring charges for each of the individual DS1s that are aggregated onto the
7 DS3 facilities by ALEC. This billing by ALEC results in charges for each of the 28
8 DS1s that make up the DS3 facility as well as a separate charge for the DS3 facility
9 itself. Sprint witness Talmage Cox provides further discussion from a technical
10 perspective concerning the inappropriateness of billing both DS1 and DS3 charges for
11 the same facility. There is no justification for ALEC billing Sprint twice for the same
12 services. As such, Sprint has appropriately disputed these charges.

13

14 **Q. Is there another issue associated with monthly recurring charges that Sprint is**
15 **disputing of the charges invoiced by ALEC?**

16

17 A. Yes. In reviewing the bills submitted to Sprint by ALEC in preparation for this
18 dispute, Sprint discovered that ALEC has incorrectly billed Sprint recurring charges
19 for interLATA transport between Tallahassee and its switch in Valdosta, Georgia, and
20 between the Ocala access tandem in the Gainesville LATA and its switch in Maitland
21 (in the Orlando LATA). Sprint's Interconnection Agreement with ALEC is applicable
22 only for interconnection for local traffic. Where ALEC's switch is located outside the
23 LATA, transport becomes interLATA. Sprint is not responsible for interLATA
24 transport, therefore transport charges are only applicable for the intraLATA Winter

1 Park to Maitland route. Sprint is disputing the monthly recurring charges for these
2 interLATA facilities billed by ALEC.

3

4 **Q. Has Sprint remitted payment for any of the monthly recurring charges invoiced**
5 **by ALEC?**

6

7 A. Yes. Sprint has remitted payment to ALEC for all of the dedicated DS1 recurring
8 charges invoiced by ALEC. These DS1 charges invoiced by ALEC were billed at the
9 correct rate and represent charges for the DS1 facilities actually ordered by Sprint.
10 Conversely, Sprint has not paid any of the inappropriate DS3 charges invoiced by
11 ALEC. First, these charges are not valid since charges for the underlying DS1s that
12 are aggregated onto the DS3 by ALEC have been billed by ALEC and paid by Sprint.
13 Second, Sprint has never ordered any DS3 facilities from ALEC. Sprint interconnects
14 with ALEC at the DS1 level and Sprint has not ordered DS3s from ALEC. This is
15 further evidence that the DS3 charges billed by ALEC are not appropriate and Sprint
16 is justified in disputing these charges.

17

18 **Q. ALEC witness McDaniel also provides his perspective on the correctly**
19 **methodology for ALEC's calculation of non-recurring charges billed to Sprint.**
20 **What non-recurring charges has ALEC billed to Sprint?**

21

22 A. ALEC's non-recurring charge billings to Sprint can be summarized into three specific
23 categories:

24 1. ALEC billed Sprint at ALEC's tariff rate for DS1 installations - \$866.97 for
25 the first DS1 installed and \$486.83 for each additional DS1.

- 1 2. ALEC billed Sprint at ALEC's tariffed rates for DS3 installations - \$870.50
2 for the first DS3 installed and \$427.88 for each additional DS3.
- 3 3. ALEC billed Sprint at ALEC's tariffed rates for DS0 trunk activations - \$915
4 for the first DS0 trunk and \$263 for each additional DS0 trunk.

5

6 **Q. Does Sprint have disputes with each of the non-recurring charge categories**
7 **invoiced by ALEC?**

8

9 A. Yes. There are significant issues associated with each of these non-recurring charge
10 categories that have been billed by ALEC. These issues serve to significantly inflate
11 the non-recurring charges billed by ALEC and form the basis for the majority of the
12 billing dispute between ALEC and Sprint.

13

14 **Q. Please describe Sprint's dispute with the amounts billed by ALEC for DS1**
15 **installations.**

16

17 A. The issue associated with ALEC's non-recurring billing to Sprint for DS1 installations
18 involves use by ALEC of their tariffed non-recurring rate of \$866.97 for the first DS1
19 and \$486.83 for each additional DS1. ALEC's use of this rate is not in compliance
20 with the terms of the Interconnection Agreement between Sprint and ALEC. The
21 provisions from Paragraph 2.2.3 of Attachment IV of the Agreement state:

22 2.2.3 If CLEC provides one-hundred percent (100%) of the interconnection
23 facility via lease of meet-point circuits between Sprint and a third-party
24 lease of third party facilities, or construction of its own facilities, CLEC

1 may charge Sprint for proportionate amount based on relative usage using

2 the lesser of:

3 2.2.3.1 Sprint's dedicated interconnection rate;

4 2.2.3.2 Its own costs if filed and approved by a commission of appropriate
5 jurisdiction; and

6 2.2.3.3 The actual lease cost of the interconnecting facility.

7 ALEC has ignored the very important terms ". . . **the lesser of.** . ." and has incorrectly
8 billed Sprint non-recurring rates for DS1 installations which are not the lower of the
9 billing options available under the contract terms. Under the three payment options,
10 the qualifier "the lesser of" means that Sprint's non-recurring charge rate of \$79.80 is
11 the highest rate that ALEC can charge Sprint for installation of the DS1 transport
12 facilities. ALEC has billed Sprint using ALEC's tariffed rates of \$866.97 for the first
13 DS1 and \$486.83 for each additional DS1 installed. Clearly these rates are not "the
14 lesser of" and Sprint has appropriately disputed the amounts billed by ALEC for DS1
15 installations. However, Sprint has remitted payment to ALEC based on application of
16 the correct \$79.80 for each DS1 dedicated transport facility it has ordered.

17

18 **Q. Has ALEC acknowledged the applicability of these contract provisions to the**
19 **billing of dedicated transport charges?**

20

21 A. Yes. Mr. McDaniel actually quotes this same section of the Interconnection
22 Agreement in his testimony regarding the application of recurring charges. However,
23 he does make a totally incorrect assertion that the language would allow ALEC to
24 charge either Sprint's dedicated rates or ALEC's tariffed rate **plus** the actual lease cost
25 incurred by ALEC from a third-party supplier. It is ridiculous to assume that parties

1 would agree to a contract provision that establishes multiple charges for the same
2 service. Clearly the contract was intended to provide for billing of the lesser of the
3 three options and not some combination of the elements.

4

5 **Q. What justification did Mr. McDaniel offer concerning how ALEC arrived at the**
6 **non-recurring rate to be charged for DS1 installations?**

7

8 A. Mr. McDaniel makes a passing reference in his testimony on this issue:

9 "Because an applicable DS0 charge was not supplied for reciprocal
10 compensation installation, ALEC instead elected another option under
11 the Agreement and billed Sprint at its installation prices listed in its tariff.
12 For FGD (DS0), this amounted to \$915.00 for the first line, and \$263 for
13 each additional line. For purposes of consistency, ALEC also billed
14 Sprint the ALEC-tariffed rate for DS1 installation, \$866.97 for the first
15 trunk installed, and \$483.83 for each additional trunk." (McDaniel
16 testimony; page 11, lines 1-7).

17 It is instructive to note that ALEC did bill Sprint in compliance with the
18 contract provisions for the recurring charges for the DS1 transport facilities
19 (i.e. based on the rate in the Interconnection Agreement), but has chosen to
20 ignore those contract provisions in its application of non-recurring charges.
21 Per the Interconnection Agreement, ALEC does not have the "option" to bill
22 its tariffed installation prices unless they are the lesser of the options listed in
23 the agreement. ALEC has arbitrarily applied its rates to inflate the amount of
24 non-recurring charges it has billed to Sprint.

25

26 **Q. Concerning the next category of non-recurring charges related to DS3 transport**
27 **facilities, please describe Sprint's dispute with the amounts billed by ALEC.**

1

2 A. Sprint's dispute with the DS3 non-recurring charges are essentially the same as those
3 previously discussed concerning the DS3 recurring charges. More specifically,
4 ALEC's billing for DS3 installation charges represent duplicate billing for the same
5 functions since ALEC has also billed Sprint non-recurring charges for each individual
6 DS1. Furthermore,
7 Sprint has never ordered DS3 facilities from ALEC and should not be responsible for
8 non-recurring charges for services it did not even order.

9

10 **Q. Concerning the final category of non-recurring charges related to DS0 trunk**
11 **installation charges, please describe Sprint's disputes with the amounts billed by**
12 **ALEC.**

13

14 A. The single largest issue in this dispute is ALEC's application of separate installation
15 charges for each individual trunk in a dedicated transport facility. ALEC justifies this
16 charge by stating "[a] separate installation charge is warranted for FGD trunks, as well
17 as DS1 trunks, because separate identification and signaling continuity tests are
18 required for each of the 28 FGD trunks within each DS1 trunk." (McDaniel testimony,
19 page 7, line 22). However, a separate charge is not warranted for these functions
20 because the costs for these switch-related functions are included in Sprint's end office
21 switching rate element, not in the non-recurring charge associated with transport
22 facilities that ALEC has attempted to apply. Sprint witness Talmage Cox explains in
23 greater detail the costing methodology which results in recovery of the trunk
24 activation costs in the end office switching rate element.

25

1 **Q. ALEC indicates that since Sprint did not have a charge for DS0 activations, it**
2 **was entitled to seek another option for this rate element. How do you respond?**

3
4 A. As previously discussed and as further described by Sprint witness Cox, ALEC is
5 being compensated for the functions associated with activating individual trunks on a
6 dedicated transport facility through the per minute reciprocal compensation rate Sprint
7 pays to ALEC. As such, there is no need for ALEC to seek another option for an
8 equivalent charge. However, it is instructive to understand that in seeking an
9 equivalent charge, ALEC selected BellSouth's intrastate access tariff rate of \$263,
10 when the BellSouth interstate access rate for the same function is only \$36 per trunk.
11 ALEC appears to have selectively chosen the higher BellSouth intrastate access rate,
12 rather than the interstate rate which is likely much closer to BellSouth's actual costs.

13
14 **Q. ALEC justifies their application of non-recurring charges for DS0 installation by**
15 **claiming that it charges BellSouth utilizing the same approach as it has applied to**
16 **Sprint. How do you respond to this claim?**

17
18 A. Because I do not have knowledge of the interconnection agreement between ALEC
19 and BellSouth, I cannot comment on whether ALEC's arrangement with BellSouth has
20 any similarity to Sprint's arrangement with ALEC. I would simply reiterate that the
21 Interconnection Agreement between ALEC and Sprint is the controlling document at
22 issue in this dispute, and arrangements that ALEC may have with other carriers is not
23 relevant.

24
25 **Q. Is it appropriate for ALEC, Inc to go outside of the Interconnection**

1 **Agreement between Sprint and ALEC and select NRCs to use?**

2

3 A. No. Sprint ordered and received dedicated DS1 services for local interconnection.
4 Based on the terms of the Interconnection Agreement, Sprint was expecting to pay no
5 more than the \$79.80 NRC (per DS1), as agreed to by the parties. Section 27.1 of the
6 Parties' Interconnection Agreement states:

7 This Agreement, including all Parts and Attachments and
8 subordinate documents attached hereto or referenced herein, all
9 of which are hereby incorporated by reference herein, constitute
10 the entire matter thereof, and supersede all prior oral or written
11 agreements, representations, statements, negotiations,
12 understandings, proposals, and undertakings with respect to the
13 subject matter thereof.

14 ALEC is not entitled to create unilaterally additional terms or rates not contained
15 within the agreement and agreed to by the parties. Sprint has demonstrated that
16 ALEC's billing for both recurring and non-recurring charges is not consistent with the
17 contract terms, and as such, Sprint has rightly taken the position that it will not pay
18 ALEC's inflated and incorrect recurring and non-recurring charges for dedicated
19 transport.

20

21 **Q. ALEC witness McDaniel claims that Sprint has not followed the proper**
22 **procedures for disputing ALEC's invoices. How do you respond?**

23

24 A. Sprint has initiated significant communications (both oral and written) with ALEC on
25 each of the disputes outlined in my testimony. As I outlined in my direct testimony,

1 Sprint initiated written correspondence with ALEC as early as August 2001 disputing
2 both the rates and rate application for both recurring and non-recurring charges.
3 Subsequent discussions (via e-mails and phone calls) continued in September and
4 October 2001. In November 2001, ALEC associate Richard McDaniel visited
5 Sprint's offices in Kansas City to discuss the billing issues. Based on these
6 communications, Sprint believed the parties were on a practical path towards
7 resolution of the billing issues. However, ALEC's filing of a complaint with the
8 Florida Commission has derailed further attempts to resolve the billing disputes
9 between the parties.

10

11 **Q. Does this conclude your rebuttal testimony?**

12

13 **A. Yes.**

1 BY MS. MASTERTON:

2 Q And, Mr. Felz, have you prepared a summary of your
3 testimony?

4 A Yes, I have.

5 Q And could you give that summary now?

6 A Yes. Thank you. Good afternoon. My name is
7 John Felz, and I'm here representing Sprint-Florida. This
8 proceeding resulted from a dispute between Sprint and ALEC,
9 Inc., regarding the appropriate compensation for the transport
10 of traffic between the two companies. The interconnection
11 agreement dated June 1st, 2001, provides the commitments made
12 by the companies regarding the exchange of traffic and the
13 compensation related to each time of traffic exchanged.

14 Sprint has disputed charges billed by ALEC in three
15 major areas: DS-0 installation charges, DS-1 nonrecurring
16 charges, and DS-3 charges. First, let me talk about the
17 DS-0 installation charges. The most significant issue in this
18 proceeding involves ALEC's billing to Sprint for activation of
19 DS-0 trunks. ALEC has billed the astronomical amount of over
20 \$1.1 million for activation of DS-0 trunks. There are several
21 issues associated with these charges that render them incorrect
22 and out of compliance with the terms of the interconnection
23 agreement between the parties.

24 First, and most importantly, the work functions
25 performed by ALEC to activate DS-0 functions are already

1 recovered through ALEC's application of the end office
2 switching rate element. The functions of activating
3 DS-0 trunks which are performed in the switch are appropriately
4 included in the cost development for Sprint's end office
5 switching rate element. Since ALEC has received payment from
6 Sprint for the termination of ISP traffic originated by
7 Sprint's end users, appropriate compensation for DS-0 trunk
8 activation has already been provided and the additional amounts
9 invoiced by ALEC are duplicate and have appropriately been
10 disputed by Sprint.

11 Secondly, even if the end office switching rate was
12 not already providing recovery of the DS-0 trunk activation
13 functions, which I have just described it is, ALEC's
14 application of its tariff rate is not in compliance with the
15 terms of the interconnection agreement between the parties.
16 The contract only allows ALEC to bill its own costs if the
17 costs have been filed and approved by a Commission of
18 appropriate jurisdiction and its costs are not the lesser --
19 I'm sorry, its costs are the lesser of the three options
20 identified in the contract.

21 ALEC's tariffed access rates are not based on TELRIC,
22 and its costs have not been filed with or approved by the
23 Florida Commission, and they are not the lesser of the three
24 contract options. Therefore, ALEC's rates are not appropriate
25 to be charged per the terms of the interconnection agreement.

1 Now I'll move on to the second issue, and that is
2 DS-1 nonrecurring installation charges. The second issue
3 involves ALEC's application of incorrect nonrecurring rate for
4 installation of DS-1 transport facilities. ALEC has
5 incorrectly billed installation charges for DS-1s from its
6 intrastate access tariff which directly conflicts with the
7 terms of the interconnection agreement. The interconnection
8 agreement establishes the appropriate rate of \$79.80 per
9 DS-1 installed. The contract allows ALEC to bill its own costs
10 if the costs have been filed and approved by a Commission of
11 appropriate jurisdiction and its costs are the lesser of the
12 three options in the contract.

13 Again, ALEC's tariffed rates are not based on TELRIC,
14 and its costs have not been filed with or approved by the
15 Florida Commission, and they are not the lesser of the three
16 contract options. Therefore, ALEC's access rates are not
17 appropriate to be charged per the terms of the interconnection
18 agreement.

19 ALEC's application of its access rates of \$866.97 for
20 the first DS-1 and \$483.83 for each additional DS-1 resulted in
21 charges of over \$98,000 through April 2002. Using the correct
22 rate of \$79.80, the correct charge for the installation of
23 these DS-1s is approximately \$25,000 which Sprint has remitted
24 payment to ALEC for.

25 And now I move to the third issue, and that involves

1 the incorrect billing by ALEC of three DS-3 dedicated transport
2 facilities. These DS-3 charges result in multiple charges for
3 the same facilities since ALEC is simultaneously billing
4 recurring charges for each of the individual DS-1s. There is
5 no justification for ALEC billing Sprint twice for the same
6 facility.

7 For this item, ALEC has billed Sprint approximately
8 \$123,000 for the period April 2001 to April 2002. None of
9 these charges are appropriate since ALEC is already billing
10 Sprint for dedicated DS-1 transport facilities, and Sprint has
11 remitted payment for all of these DS-1 recurring charges.

12 In summary, ALEC has overbilled Sprint in excess of a
13 million dollars by applying rates not supported by the
14 interconnection agreement and including charges that would
15 result in multiple recovery for the same facilities or
16 functions. While Sprint has disputed these excessive charges,
17 it has appropriately compensated ALEC for the correct charges
18 for dedicated transport per the provisions of the
19 interconnection agreement. And that concludes my summary.

20 MS. MASTERTON: The witness is available for
21 cross-examination.

22 COMMISSIONER BAEZ: Mr. Dodge.

23 MR. DODGE: Thank you, Your Honor. I just noticed
24 there's a phone beneath my desk here. I knocked it off. I
25 apologize if it made a noise.

1 A I think that would be accurate, yes.

2 Q Thank you. The filing that you made substituting
3 yourself for Mr. Caswell states that you're responsible for
4 developing and implementing policy; is that correct?

5 A That is correct.

6 Q Could you give me an example of a typical policy
7 initiative that you've worked on here in Florida?

8 A Well, there have been numerous, I guess,
9 opportunities for implementation of Sprint's policy in the
10 Florida State proceedings. There have been proceedings
11 associated with ISP traffic. There have been proceedings
12 associated with UNE cost and pricing dockets. Those are just a
13 couple of examples of the kinds of things.

14 Q That's fine. Thank you. Are you ordinarily involved
15 in interconnection matters?

16 A I would say that I would be involved in
17 interconnection matters when they are raised to the level of a
18 formal regulatory proceeding such as this one.

19 Q But as far as negotiations between parties' opt-ins,
20 getting the contracts approved by Commissions that aren't
21 disputed or aren't negotiated, no involvement in those types of
22 things?

23 A On a day-to-day basis, my job responsibilities do not
24 involve actively interacting with CLEC customers. There is a
25 group within Sprint, the carrier markets group, that is

1 responsible for the normal functions of day-to-day interaction
2 with CLECs and in negotiating interconnection agreements.

3 Q Were you involved in any negotiations related to the
4 interconnection agreement between ALEC and Sprint?

5 A No, I was not.

6 Q Directly or indirectly?

7 A No.

8 Q Have you been directly or indirectly involved in the
9 administration of the interconnection agreement?

10 A No, sir. I have not been actively involved in
11 ongoing activities with this particular interconnection
12 agreement.

13 Q How about discussions between the parties about the
14 dispute?

15 A I have not been involved in any discussions with
16 members of ALEC or representatives from ALEC about this
17 dispute. I have been involved in discussions with our own
18 carrier markets personnel regarding this dispute.

19 Q Can you generally characterize those internal
20 discussions?

21 A Well, the internal discussions would be in the
22 context of supporting the carrier markets, the account
23 management team in this dispute, and offering my input on
24 regulations as they apply to Florida and to -- involvement in
25 this regulatory proceeding.

1 Q And by "regulations," you mean regulations of this
2 Commission and the Federal Communications Commission?

3 A That would be correct, yes.

4 Q But you're not an attorney; is that correct?

5 A I am not an attorney.

6 Q And you're not here today to offer a legal opinion or
7 conclusion on the interconnection agreement?

8 A That is correct.

9 Q Thank you. Do you believe that timely notice of a
10 disputed bill under the interconnection agreement calls for a
11 legal conclusion?

12 A Timely notice --

13 COMMISSIONER BAEZ: Mr. Dodge, can you get a little
14 closer to your microphone? We're having trouble hearing you
15 over here.

16 MR. DODGE: I apologize, Your Honor.

17 BY MR. DODGE:

18 Q Were you able to hear the question?

19 A Yes, I did.

20 Q My booming baritone reach over there? Do you need me
21 to repeat the question?

22 A No. I guess there may be some legal interpretation
23 involved in the definition or how you would interpret "timely."

24 Q Could you turn to Section 5.4 of the interconnection
25 agreement, please. And I'll -- if you give me a moment, I'll

1 come up with a specific page number for you. That's on
2 Page 18, the number of which is found on the bottom right-hand
3 of the page.

4 A Okay.

5 Q Are you there?

6 A Yes.

7 Q Does this section of the interconnection agreement
8 provide that a written itemized dispute or claim must be filed
9 with the billing party within 30 days of receipt of the
10 invoice; is that correct?

11 A This is in Section 5.4?

12 Q Perhaps --

13 A Because I don't see any mention of 30 days in 5.4.

14 Q I apologize. Let's move forward to Page 27 of the
15 interconnection agreement --

16 A Okay.

17 Q -- and Section 21.2.

18 A Yes.

19 Q The same question there. Does this provision provide
20 that a written itemized dispute or claim --

21 COMMISSIONER BAEZ: Twenty-seven.

22 MR. DODGE: That's Page 27, Your Honor. And again,
23 that's Section 21.2.

24 BY MR. DODGE:

25 Q Mr. Felz, let me repeat and summarize the question.

1 A Thank you.

2 Q Does this provision provide that a written itemized
3 dispute or claim must be filed with the billing party within 30
4 days of the receipt of the invoice?

5 A Yes, it does.

6 Q Is it your impression or lay interpretation that the
7 interconnection agreement governs the relationship between ALEC
8 and Sprint?

9 A Yes, I do.

10 Q And do you agree that the terms of the
11 interconnection agreement should be afforded their plain
12 meaning?

13 A Yes.

14 Q Do you believe that ALEC should not hold Sprint to a
15 30-day deadline for providing written notice of a disputed
16 bill?

17 A My opinion would be that certainly the contract
18 provision provides for a 30-day written notice. The
19 consequences of not notifying within the 30 days, in my reading
20 of the agreement, are not spelled out, and they certainly don't
21 go to the level of waiving -- any party waiving their rights to
22 dispute the charges by virtue of not responding within the 30
23 days.

24 Q Are you aware of any other instances in which a CLEC
25 has not held Sprint to this 30-day deadline?

1 A I am not aware of any specific actions by a CLEC that
2 have resulted in the 30-day notice and the CLEC claiming that
3 lack of noticing in that 30 days waived -- Sprint waived their
4 rights to dispute the charges.

5 MR. DODGE: Your Honor, I have an exhibit to cross
6 the witness on. May I approach?

7 COMMISSIONER BAEZ: Please.

8 MR. DODGE: Actually, Your Honor, Mr. Moyle is going
9 to bail me out of approaching. I hope that's okay.

10 COMMISSIONER BAEZ: Make sure you provide it to
11 opposing counsel too.

12 MR. DODGE: Your Honor, my numbering and memory
13 skills fail me. I'm not sure what exhibit number we're up to.

14 COMMISSIONER BAEZ: I sorry. Show this exhibit
15 marked as Exhibit Number 11 for identification purposes.

16 MR. DODGE: Thank you, Your Honor.

17 (Exhibit 11 marked for identification.)

18 BY MR. DODGE:

19 Q Mr. Felz, do you have a copy of what has now been
20 marked for identification as Exhibit 11?

21 A Yes, I do.

22 Q This appears to be a redacted copy of an e-mail
23 printed off by Alison Strickel; is that correct?

24 A I believe the name is Stickel, but yes, that's
25 correct.

1 Q Stickle. I apologize to Ms. Stickle. Could you take
2 just a moment and review the e-mail?

3 A Okay. Thank you. Okay. I've read it.

4 Q All set?

5 A Yes, sir.

6 Q Can we agree, subject to check, that Ms. Stickle who
7 printed off this e-mail or generated this e-mail and Ms. Lisa
8 Sulzen, and I hope I'm pronouncing that correct --

9 A That's correct.

10 Q -- who sent the e-mail are both Sprint employees?

11 A That's correct.

12 Q Will you accept, subject to check, that this e-mail
13 response -- this e-mail contains a response to which Ms. Sulzen
14 refers and that response comes from a CLEC? And here, I'm
15 referring to the textual paragraph about midway down on the
16 front page.

17 A Yes, I see where you're referring. Yes, it is in
18 response to a CLEC's e-mail.

19 Q You've taken a moment to review this e-mail. Is it
20 your impression that the response from the CLEC concerns some
21 sort of dispute between CLEC and Sprint?

22 A Yes, that is my interpretation of the subject of this
23 set of e-mails.

24 Q And in that same textual paragraph, that appears to
25 be the response from the CLEC to Sprint. Am I correct that the

1 CLEC is noting that Sprint did not dispute an invoice which is
2 identified as Invoice Number 10 within the required 30-day
3 period?

4 A Yes, that is the claim that's being made.

5 Q So can we agree, Mr. Felz, that ALEC is not alone
6 among CLECs which have had disputes with Sprint in insisting
7 that Sprint abide by the 30-day notice period?

8 A Obviously what you have provided here, it is evidence
9 that there is another CLEC that has claimed that we have not
10 made timely notification of our dispute.

11 Q Thank you. I'm going to jump to a slightly different
12 topic. Can we also agree, Mr. Felz, that Sprint did not
13 dispute and did not pay certain DS-1 charges invoiced by ALEC
14 for a period of about five months?

15 A I would not agree to the context that Sprint did not
16 dispute those charges for five months. I would agree that
17 Sprint did not pay certain of those DS-1 charges.

18 Q And is your correction of my characterization based
19 on the series of e-mails that we had earlier discussions with
20 Mr. McDaniel on?

21 A Yes.

22 Q And also the face-to-face meeting that Mr. McDaniel
23 had at your office in Kansas City?

24 A Well, I believe the face-to-face meeting happened in
25 the November time frame, so --

1 Q Did you meet with Mr. McDaniel?

2 A No, I was not involved in those discussions.

3 Q Jumping once again as I'm trying to truncate the
4 questioning. Where in the interconnection agreement is it
5 stated that DS-0 costs are recovered in the minute-of-use rate?

6 A There is no explicit discussion in the
7 interconnection agreement about recovery of the functions
8 associated with activating DS-0 trunks. And specifically,
9 there is no rate in the contract for that. The reason for that
10 is very simple. The functions performed in establishing those
11 trunks is included in the cost development for Sprint's end
12 office switching rate element. And so a separate rate is not
13 appropriate, and no separate discussion is necessary in the
14 interconnection agreement for that.

15 Q And if I understand the bifurcation of the testimony,
16 Mr. Cox is the cost expert who can explain why you believe or
17 the company believes that the DS-0 nonrecurring charges are
18 picked up in the MOU rate; is that correct?

19 A That's correct.

20 Q Thank you. Is DS-0 activation a valuable service?

21 A DS-0 activation is a necessary service for allowing
22 the transport of traffic to the eventual destination.

23 Q And does DS-0 activation require work and expenditure
24 of resources by ALEC?

25 A Yes, it does require effort, and it does require work

1 to make that happen. I would just state that the equivalent
2 amount of work that would be derived from what ALEC has billed
3 to Sprint would be, in Sprint's opinion, very much more,
4 excessively more than the actual work time involved in doing
5 those functions.

6 Mr. Cox can provide some additional information
7 wherein a -- Sprint's estimate of the time needed to activate
8 24 trunks within a DS-0 is about 20 minutes, and so the
9 equivalent charge that ALEC has billed Sprint for of \$6,964 for
10 a DS-1, and assuming a \$40 labor rate, results in about
11 160 hours' worth of time. So that's the dichotomy that we're
12 looking at here.

13 Q I appreciate the depth of your answer. When did
14 Sprint first state in this case that DS-0 costs were recovered,
15 in your opinion, in the minute-of-use rate?

16 A Sprint's rebuttal testimony in this case identifies
17 the DS-0 activations as being included in the end office
18 switching rate element.

19 Q And not before the filing of that rebuttal testimony;
20 is that correct?

21 A That would be correct. It really wasn't until we
22 received the direct testimony of ALEC's witness McDaniel that
23 we were able to fully identify what functions ALEC was
24 attempting to recover in that billing of DS-0 activations. And
25 really, the testimony of Mr. McDaniel specifically identified

1 that as being a function associated with activating those
2 trunks in the switch. And so that's when it came to light that
3 our end office switching rate element includes those functions.

4 Q Did anybody in the carrier markets dispute dating
5 back to, say, the August 2001 time frame think to ask ALEC what
6 costs they were trying to recover through these charges?

7 A I'm sorry, I don't know the answer to that.
8 Specifically I don't know whether that question may have been
9 asked or not during the discussions and negotiations on this
10 issue.

11 Q Subject to check, would you accept that nobody in the
12 carrier markets division asked ALEC that question dating back
13 to August 2002?

14 A Again, I wouldn't be able to comment on that. I
15 wouldn't want to say one way or the other because I don't have
16 knowledge of all of those discussions.

17 Q And when -- give me a time frame when you became
18 involved in the discussions about this dispute. Let's presume
19 for the sake of this question that the dispute started with the
20 e-mail, the August 20th, 2001 e-mail. When after that did you
21 become involved in the discussions, the internal discussions?

22 A Not until the earlier part of this year, after the
23 ALEC complaint was filed.

24 Q Thank you. You have in front of you, I presume, your
25 direct testimony?

1 A Yes, sir.

2 Q If you could, turn to Page 6, Line 3. Again, that's
3 Page 6, Line 3 of your direct testimony. And just for the
4 Bench's clarification, this was originally submitted by
5 Mr. Caswell but has been adopted without change except for the
6 qualifications by Mr. Felz.

7 A Yes, sir.

8 Q If everybody is there, I have to get there too.
9 Toward the end of Line 3, there's a word in brackets that
10 appears to have been inserted. What's that word, Mr. Felz?

11 A That word is "or."

12 Q Does that word "or" appear in the original
13 interconnection agreement?

14 A No, it's not in the original interconnection
15 agreement.

16 Q So in your direct testimony, you inserted the word
17 "or;" is that correct?

18 A That is correct. It is inserted there in an attempt
19 to clarify the provisions of the agreement. These particular
20 provisions had been a subject of ongoing discussion between
21 Sprint and ALEC.

22 Q And it is your testimony today that by inserting the
23 word "or" into your direct testimony, that that would clear up
24 the dispute between ALEC and Sprint?

25 A I believe on this particular part of the issue, it

1 does clarify that the lesser of the -- the lesser of which is
2 referred -- included back on Page -- I'm sorry, on Line
3 2 refers to the lesser of these three options.

4 Q If it's so clear, Mr. Felz, why did you feel the need
5 to insert the word "or"?

6 A Well, again, as I said, it had been the subject of
7 debate. ALEC had made an interpretation that the language
8 allowed them the opportunity to combine certain of the three
9 options, and that clearly is not the intent of that contract
10 language.

11 Q And that's your interpretation, your lay opinion?

12 A That is my layman's interpretation. I understand
13 that there are some legal parameters surrounding interpretation
14 of connectors just like this.

15 Q I had forgotten that word from my grammar class, but
16 let's stick with grammar for a minute, and just to confirm, the
17 word "or" does not appear in the interconnection agreement
18 between these parties; is that correct?

19 A In this particular section it does not appear, that
20 is correct.

21 Q Thank you for that clarification. Have you had any
22 internal discussions about when you update the template, the
23 master service agreement that Sprint offers out to CLECs, about
24 rewriting this particular provision and perhaps substituting
25 the word "or" for "and"?

1 A I have not had any discussions with the carrier
2 markets organization about that particular change. Obviously,
3 I think, again, and from a layman's perspective, that might be
4 a reasonable change to make to the agreement.

5 Q You think it would further clarify that provision?

6 A Yes, I do.

7 Q If you could, just scan to your rebuttal testimony at
8 Page 5, Line 5.

9 A Okay.

10 Q I couldn't help but notice, Mr. Felz, that the word
11 "or" doesn't appear in this recitation of that provision; is
12 that correct?

13 A That is correct.

14 Q From a grammarian point of view, not that either of
15 us can claim to be one, do you believe "or" and "and" have the
16 same meaning?

17 A I think there are times when they can have the same
18 meaning. I'm not sure in every situation "and" and "or" are
19 appropriately interchanged.

20 Q Do you think that the terms of this contract should
21 be given their plain meaning?

22 A I think the terms of the contract should be given
23 their plain meaning, and to me, the plain meaning kind of goes
24 back to what's on Line 2 there, "the lesser of." And to me,
25 that is the controlling language here. And to me, when you're

1 talking about the lesser of and you list out various options,
2 the lesser of means the lesser of those options that you list
3 out; what, you know, truly is the least amount. And in this
4 case, as I've previously described, ALEC has in a number of
5 situations not chosen the less -- the least rate, the lesser of
6 the three options.

7 Q We'll touch on that a bit later. Let's go back to
8 the use of the phrase "lesser of" in the interconnection
9 agreement, and that hasn't been changed as both parties have
10 put it into their complaints and testimony and so forth.

11 A Okay.

12 Q Is it just as credible that if we were to accept
13 Sprint's postulation, that we're looking to find the least cost
14 option of three options numerated in the contract, that the
15 parties would have or the drafter would have used the phrase
16 the "least of" and then list out the three options?

17 A I don't know if that adds much to it, to tell you --

18 Q Is it possible -- the question is, is it possible
19 that the drafter might have chosen to use --

20 A Certainly, it's possible.

21 Q -- the phrase the "least of" rather than the "lesser
22 of"?

23 A Certainly, it's possible. You know, you could
24 obviously get a thesaurus out and look through all of the terms
25 in this agreement and find something that's close but maybe has

1 a different context to it, so --

2 Q I think maybe we need a dictionary, not a thesaurus,
3 the way this thing is written. If you could, turn to Pages 119
4 and 120 of the interconnection agreement, specifically
5 Section 2.2 and 2.3. And I'll give everyone a section to -- a
6 moment to get there.

7 All right. Now that we have found those two pages --

8 A All right.

9 Q -- I'd like you to read into the record the headings
10 that follow the designations 2.2 and 2.3.

11 A Okay. 2.2, the heading is "Interconnection
12 Compensation," and 2.3 is "Compensation For Local Traffic
13 Transport And Termination."

14 Q Obviously, we can agree, Mr. Felz, that both of those
15 headings contain the word "compensation;" is that correct?

16 A Yes, they do.

17 Q Thank you. Mr. Felz, have you ever encountered a
18 circumstance in which a regulated carrier has been allowed to
19 recover more than its actual costs of providing a service or a
20 facility?

21 A Certainly there are provisions -- there are
22 situations where a regulated carrier recovers more than their
23 costs. However, the subject of this particular interconnection
24 agreement is governed by the FCC rules on local interconnection
25 which establish TELRIC forward-looking costs as the appropriate

1 measure for recovery of the functions performed. So as it
2 applies to local interconnection, I do not believe there are
3 situations where ILECs are allowed to recover more than their
4 costs of performing those functions.

5 Q It's a wonderful answer. I'm not sure it was to the
6 question I asked, but good job anyway. Let's go back to the
7 question. Under traditional rate of return or return on
8 investment regulation, can we agree that a regulated carrier, a
9 regulated utility is permitted the opportunity to perhaps earn
10 more than the actual cost that it's seeking to recover?

11 A There are situations certainly where carriers earn
12 more or are allowed to charge more than their costs. Custom
13 calling features would be a great example. However, there are
14 also situations like basic local service where a carrier -- a
15 local exchange carrier does not recover all of their costs of
16 providing a service.

17 Q But the question is, are there circumstances where a
18 carrier is given the opportunity to earn more than an actual
19 cost? Whether it does or not is a separate question, but it
20 has the opportunity to earn more than actual costs; is that
21 correct?

22 A On individual services there is an opportunity for
23 that, yes.

24 MR. MOYLE: Mr. Chair, just -- as was done with
25 Mr. McDaniel when he was our witness, it might be helpful for a

1 yes-no answer followed by an explanation. I haven't heard a
2 lot of yes, nos, but it might be --

3 COMMISSIONER BAEZ: Yes. Mr. Felz, if you can, yes
4 or no, and then you're free to explain and qualify your answer.

5 THE WITNESS: Okay. I apologize, sir. I'll try to
6 do better.

7 MR. DODGE: I apologize for not insisting. We're
8 having a good discussion here.

9 BY MR. DODGE:

10 Q How is Sprint regulated here in Florida? Is it
11 return on investment? Is it price cap? How is the company
12 regulated?

13 A Sprint operates under a price regulation plan in this
14 state.

15 Q And isn't it true, Mr. Felz, that under a price
16 regulation plan Sprint has the opportunity to earn more than
17 its actual cost on any given facility or service that it
18 provides?

19 A That is not true for local interconnection, so --

20 Q That wasn't the question. Let's back up and remember
21 the admonition from the Bench. We've agreed, have we not, that
22 Sprint operates under price cap regulation here in Florida?

23 A Yes.

24 Q Does that not mean, Mr. Felz, that Sprint has the
25 opportunity to earn more than its actual cost on any given

1 service or facility that Sprint provides?

2 A Yes, it has the opportunity on some services, not any
3 service. And specifically I'm talking about local
4 interconnection here. That is the subject of this debate. We
5 are not allowed to earn more than our costs of providing local
6 interconnection.

7 Q If it turns out that ALEC's costs differ from and are
8 higher than Sprint's costs, does that diminish the force of
9 your argument that ALEC is somehow gold-plating its charges to
10 Sprint?

11 A Well, again, I think we would need to go back to the
12 contract provisions here which establish the lesser of as the
13 appropriate mechanism for determining.

14 Q That's fair. Thank you. Let's go to Page 7 of your
15 rebuttal testimony.

16 A Okay. I'm there.

17 Q On that page you assert that Sprint has never ordered
18 a DS-3 facility; is that correct?

19 A That is correct.

20 Q Is it true that Sprint interconnects pursuant to its
21 interconnection guidelines or policy only at a DS-1 level and
22 not at a DS-3 level?

23 A Yes.

24 Q So if a carrier wanted to interconnect with Sprint at
25 a DS-3 level, it would be -- pardon the pun -- incumbent on

1 that CLEC to do some multiplexing or other functionality to
2 meet your protocol; is that correct?

3 A To the extent that the other carrier wanted to
4 interconnect at a DS-3 level? I want to make sure I understand
5 your question.

6 Q That's a fair clarification -- or request for
7 clarification. Let's presume a hypothetical where a carrier
8 comes to you and wants to interconnect at a DS-3 level.

9 A Okay.

10 Q Jumping back to the original question. It's Sprint's
11 policy to interconnect at a DS-1 level; is that correct?

12 A Yes.

13 Q And that means, from Sprint's perspective, it is the
14 responsibility of the connecting carrier to do multiplexing or
15 other work to get the interconnection facility to the
16 DS-1 level?

17 A I would agree with that.

18 Q Thank you. Help me out on the engineering here. I
19 know you're not an engineer, but you know more about the
20 telephone network than I do. If Sprint orders a sufficient
21 number of DS-1 circuits from another carrier, can that be
22 functionally equivalent to Sprint making an order for a
23 DS-3 circuit?

24 A I'm trying to get this to a yes or no. I would say
25 no with this caveat. Sprint would order the facilities at the

1 DS-1 level in multiples of DS-1, and that is the way Sprint has
2 ordered with ALEC. We have not ordered a DS-3, and we have --
3 I would not want to characterize it by -- that by ordering a
4 certain number of DS-1s that functionally means we ordered a
5 DS-3. We did not submit orders for DS-3s.

6 Q Am I correct, Mr. Felz, that both you and Mr. Cox
7 have made a point of implicitly making cost efficiency somewhat
8 of an issue in this case? And specifically here, I'm referring
9 to the impression or the purported impression that ALEC's back
10 office functionality in turning up DS-0 channels are overpriced
11 if you did the labor calculation times the hours times the
12 loaded rate.

13 A Yes, I would agree that that issue of efficiency has
14 been raised in the context of what the appropriate cost element
15 is and the fact that it has to be based upon forward-looking
16 costs.

17 Q Were you present for Mr. McDaniel's testimony earlier
18 today?

19 A Yes.

20 Q Do you recall a discussion that he had with your
21 counsel regarding the efficiency of deploying DS-1 versus
22 DS-3 circuits?

23 A Yes, I do remember.

24 Q And am I correct that Mr. McDaniel's point was that
25 at a certain cutoff or a certain threshold or maybe it's a

1 certain ceiling, it makes more sense for a carrier to deploy a
2 DS-3 than a DS-1 for cost efficiency purposes; is that correct?

3 A That is correct.

4 Q Thank you. What kind of traffic do Sprint and ALEC
5 exchange?

6 A It is my understanding that the traffic is originated
7 by Sprint end user customers and is terminated to ISP customers
8 of ALEC. It is ISP-related traffic.

9 Q From the Sprint end user perspective, how is that
10 traffic rated?

11 A To the extent that the call -- the Internet dial-up
12 traffic is a local number and within the local calling area,
13 the end user -- the Sprint end user incurs no additional
14 charges for making that call unless they happen to be a
15 measured usage customer.

16 Q So the call is not rated as an interLATA or an
17 interstate toll call, for example?

18 A No, it is not.

19 Q Thank you. Going to Page 9 of your direct testimony.

20 A Okay.

21 Q Let me grab the line for you.

22 MR. DODGE: I'm going to strike that, Your Honor.
23 We've already covered this point. With the Bench's indulgence,
24 I'm going to consult with Mr. Moyle for a moment.

25 Q Mr. Felz, one more question, or I believe this is the

1 last one.

2 A Okay.

3 Q With respect to the 30-day timely notice issue,
4 Sprint did not provide notice of a disputed charge to ALEC
5 within the 30 days called for in the contract in
6 Section 21.2 that we reviewed earlier, did it?

7 A No. I believe the actual notification came on August
8 the 20th. We received the bills on July the 18th. So I
9 think -- I would characterize it as either 31 or 32 days. I
10 think previously we talked about maybe nine days late. I would
11 say it's probably two days late.

12 Q That's a good clarification, that the invoices went
13 in the mail, and I can't say anything too bad about the postal
14 service because my dad's a retired postmaster, but it did take
15 a few days to get to Sprint?

16 A Yes. We received the bills on July 18th.

17 MR. DODGE: That's all I have, Your Honor.

18 COMMISSIONER BAEZ: Thank you, Mr. Dodge.

19 Staff.

20 MR. KNIGHT: Just a moment.

21 CROSS EXAMINATION

22 BY MS. DODSON:

23 Q Mr. Felz, on Page 16, Lines 10 through 27 of the
24 direct testimony of Witness McDaniel, he states that Sprint
25 initially only gave ALEC e-mail notification of its billing

1 dispute and that it was received after the dispute resolution
2 time line outlined in the agreement. Do you agree with that?

3 A Yes. I agree that the dispute notification came in
4 the form of an e-mail, and as we've just talked about, it was
5 two days after the 30-day time frame.

6 Q Why did Sprint not send timely formal written notice
7 of the billing dispute to ALEC?

8 A Well, I believe that -- just to characterize the --
9 when Sprint originally received these invoices on July 18th,
10 they included about \$500,000 worth of charges, and they
11 represented charges for the months of April, May, June, and
12 July. And they obviously included a significant number of
13 charges that Sprint was not expecting, and Sprint could not
14 determine what the rate that ALEC was billing -- the source of
15 the rate that ALEC was billing us for. So I think that
16 contributed to the delay. Again, it's not a substantial delay,
17 but I think that had a bearing upon our ability to work through
18 the invoices and understand what was being billed.

19 Q Has there been an instance where Sprint has not held
20 a CLEC to the 30-day deadline for dispute notification?

21 A I am not aware of any instances where Sprint has
22 attempted to unilaterally apply the contract provisions just
23 because a CLEC has not met explicitly the 30-day time frame
24 that's in the contract. In other words, we would not
25 automatically reject a dispute that a CLEC has come to us with

1 just by virtue of the fact that they didn't do it in the 30
2 days.

3 Q Has there been an instance where Sprint has accepted
4 an e-mail as formal notification of a dispute?

5 A I am not aware of any specific situations that I can
6 point to exactly and tell you whether that is. My anticipation
7 is that, yes, we do accept e-mail notifications, but I couldn't
8 point to an exact situation.

9 MR. MOYLE: And I would just, I guess, object to the
10 extent that his answer calls for what may happen in the future.
11 I think the question was a factual question as to what's
12 happened previously with respect to the 30 days, and I think
13 he's essentially said he doesn't know, but as to what may
14 happen in the future, I'm not sure it's relevant.

15 COMMISSIONER BAEZ: Ms. Dodson, you want to ask him
16 again and see if we come up with an answer that doesn't
17 speculate?

18 MS. DODSON: Yeah, we're just referring to the past.

19 THE WITNESS: As I said, I don't have any direct
20 knowledge of an e-mail serving as notification, but e-mail
21 has -- I think generally is an acceptable notification between
22 companies now. It's a form of our normal business dealings,
23 and e-mail is a very quick and efficient way for all of us to
24 communicate and that would include notifications between
25 customers and their suppliers.

1 BY MS. DODSON:

2 Q Is it your interpretation that e-mail then conforms
3 to the requirements of the contract, the e-mail in particular?

4 A Yes, I believe that e-mail meets the requirements of
5 the agreement. The agreement actually does not have any
6 specific format or document template that is to be used. It
7 does simply say that the dispute must be in writing and that it
8 must provide details of the issues at hand in the dispute.

9 Q So it's your opinion that that particular e-mail
10 conformed to the requirements of the agreement?

11 MR. MOYLE: I'm going to object to the grounds that
12 it calls for a legal conclusion. There's been testimony that
13 he said that notice was untimely from his perspective, and I
14 think the question is, now is an e-mail that's two days late
15 somehow construed as untimely in his nonlegal opinion.

16 COMMISSIONER BAEZ: Do you want to try that question
17 again, Ms. Dodson?

18 MS. DODSON: No, we'll just --

19 COMMISSIONER BAEZ: You want to withdraw --

20 MS. DODSON: That's okay. We'll just forget that
21 line.

22 BY MS. DODSON:

23 Q In his direct testimony, Witness McDaniel stated that
24 Sprint initiated its dispute of ALEC's billing for
25 DS-0 installation only months after the original billing

1 occurred. Why did Sprint wait so long to bring this particular
2 dispute to ALEC's attention?

3 A Well, I would say that I believe the August 20th
4 e-mail did identify the nonrecurring charges as something that
5 Sprint was having to do further investigation on. So it
6 wasn't -- the first notification wasn't five months later.

7 Q What actions would Sprint take against ALEC if they
8 refused to pay charges that were not formally disputed in a
9 timely manner?

10 A I think Sprint would look to the dispute resolution
11 processes in the agreement which basically require the
12 notification, and then kind of the next step in the process
13 after the notification is, if it can't be resolved, then it's
14 referred to the next higher level of management within the
15 companies. And ultimately, it has the opportunity for either
16 party to file a complaint with the Commission.

17 As to the 30-day issue, Sprint would not
18 unilaterally, again as I said previously, you know, discontinue
19 negotiations or discussions with the ALEC customer about those
20 disputes simply on the basis of not meeting the explicit 30-day
21 time frame.

22 Q On Page 43 of the agreement, there's a column listing
23 DS-1 NCR (sic).

24 A Okay. I see that.

25 Q There's also a column labeled "DS-1 dedicated

1 transport install."

2 A Yes, I see that.

3 Q Could you please explain the difference between those
4 two items.

5 A Yes. The DS-1 nonrecurring charge of \$143.50, that
6 nonrecurring charge applies when a CLEC customer purchases from
7 Sprint a dedicated transport facility that would traverse more
8 than one of Sprint's transport rings and would require Sprint
9 to dispatch a technician to an unmanned office in order to turn
10 up that facility.

11 The \$79.80 listed down under transport DS-1 dedicated
12 install is appropriate in a situation where the dedicated
13 transport that is being ordered is contained within a single
14 transport ring or does not require dispatching of a technician
15 to an unmanned office to turn up the facility. And the
16 79.80 that is referenced here is the same \$79.80 that's over on
17 Page 44 of the agreement under the title of reciprocal
18 compensation DS-1 transport. And the type of transport is
19 that -- that is at issue in this proceeding is transport for
20 the purposes of reciprocal compensation. The 79.80 is the
21 appropriate rate for that and the appropriate type of facility
22 that's being installed. The \$143.50 does not apply to the
23 situation at hand in this proceeding.

24 MS. DODSON: We have no further questions.

25 COMMISSIONER BAEZ: Commissioners?

1 Redirect.

2 MS. MASTERTON: Okay. I have a couple of questions.

3 REDIRECT EXAMINATION

4 BY MS. MASTERTON:

5 Q Mr. Felz, earlier you mentioned that Sprint's
6 estimate of the time required to perform the activation of a
7 trunk in a switch is 20 minutes. Could you explain what that
8 estimate is based on?

9 A Well, the 20 minutes is based upon the time necessary
10 of a network technician to do the functions required to make
11 those trunks active in the switch. Now, our Witness Talmage
12 Cox probably can give you more specifics about exactly what
13 functions are performed, but that is generally my knowledge of
14 how that 20-minute estimate came about.

15 Q Okay. And also, you remember you had a conversation
16 with ALEC's counsel about the efficiency or the inefficiency of
17 using either a DS-3 or a DS-1 for transport facilities? Do you
18 remember that discussion?

19 A Yes.

20 Q Mr. Felz, ALEC bills Sprint for a DS-3, doesn't it?

21 A It has billed charges for DS-3s, yes.

22 Q And ALEC also bills Sprint for charges for DS-1s,
23 doesn't it?

24 A Yes. And they are the same facilities.

25 Q Could you explain to me what the cost efficiently is

1 in using a DS-3 when you also must pay for all the DS-1s that
2 ride that DS-3?

3 A Well, there wouldn't be any cost efficiencies. Our
4 position is that ALEC has billed two different charges for the
5 same facilities. First, they billed the DS-3 charge for the
6 facility, and then they have billed 24 DS-1s for each and
7 every -- I'm sorry, 28 DS-1s for each one of those DS-3s. So
8 there are multiple charges for what is one facility that goes
9 from ALEC's point of interconnection in the Winter Park tandem
10 to ALEC's switch.

11 MS. MASTERTON: Okay. That's all I have. Thank you.

12 COMMISSIONER BAEZ: Commissioner, do you have a
13 question?

14 COMMISSIONER BRADLEY: Yeah. Are you -- would that
15 be a tandem out to double billing?

16 THE WITNESS: I'm sorry, I didn't understand your
17 question.

18 COMMISSIONER BRADLEY: Would that be the same as
19 double billing?

20 THE WITNESS: I would call it duplicative billing.
21 It's not the exact same amounts, but it is billing more than
22 once for the exact same facility.

23 COMMISSIONER BAEZ: Thank you, Mr. Felz.

24 THE WITNESS: Thank you.

25 (Witness excused.)

1 COMMISSIONER BAEZ: We've got exhibits. No, he
2 didn't have any exhibits, did he?

3 MS. MASTERTON: No exhibits from Sprint.

4 COMMISSIONER BAEZ: We're showing exhibit --

5 MR. DODGE: At this point, Your Honor, we would move
6 for admission of Exhibit 11.

7 COMMISSIONER BAEZ: So ordered.

8 (Exhibit 11 admitted into the record.)

9 MS. MASTERTON: I'm sorry, what was Exhibit 11?

10 COMMISSIONER BAEZ: That is the redacted e-mail from
11 Sulzen to Sticklel.

12 MS. MASTERTON: Oh, right.

13 COMMISSIONER BAEZ: This is probably a good time to
14 take a ten-minute break.

15 (Brief recess.)

16 COMMISSIONER BAEZ: Ms. Masterton.

17 MS. MASTERTON: Sprint calls Talmage Cox.

18 COMMISSIONER BAEZ: Mr. Cox, you were sworn; right?

19 THE WITNESS: Yes.

20 COMMISSIONER BAEZ: Okay.

21 TALMAGE O. COX, III

22 was called as a witness on behalf of Sprint-Florida,
23 Incorporated and, having been duly sworn, testified as follows:

24 DIRECT EXAMINATION

25 BY MS. MASTERTON:

1 Q Mr. Cox, would you please state your name and address
2 for the record.

3 A Yes. My name is Talmage O. Cox, III. My address is
4 6450 Sprint Parkway, Overland Park, Kansas.

5 Q And by whom are you employed and in what capacity?

6 A I'm employed by Sprint Corporation, and I am a senior
7 manager of network costing.

8 Q And, Mr. Cox, are you the same Talmage Cox who filed
9 rebuttal testimony in this docket on June 28th consisting of
10 six pages?

11 A Yes, I am.

12 Q Do you have any changes to that testimony?

13 A No, I do not.

14 Q So if I ask you those questions today, would your
15 answers be the same?

16 A Yes, they would.

17 MS. MASTERTON: And I'd like to move at this time
18 that Mr. Cox's rebuttal testimony be inserted into the record
19 as though read.

20 COMMISSIONER BAEZ: Show it accepted.

21 MS. MASTERTON: And I wanted to say, he has an
22 exhibit, but actually that exhibit has already been admitted as
23 part of the stipulated --

24 COMMISSIONER BAEZ: As part of the stipulated
25 exhibit.

1 MS. MASTERTON: -- Exhibit Number 3, so I think we'll
2 just withdraw it or let it not admitted at this time.

3 COMMISSIONER BAEZ: Very well.

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1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2 **REBUTTAL TESTIMONY**

3 **OF**

4 **TALMAGE O. COX, III**

5

6 **Q. Please state your name, business address, employer and current**
7 **position.**

8

9 **A. My name is Talmage O. Cox, III. My business address is 6450 Sprint**
10 **Parkway, Overland Park, Kansas, 66251. I am employed as Senior**
11 **Manager Network Costing for Sprint/United Management Company.**

12

13 **Q. What is your educational background?**

14

15 **A. I received an Associate in Arts Degree from National Business College,**
16 **Roanoke, Virginia, in 1977 with a major in Business Administration --**
17 **Accounting. Subsequently, I received a Bachelor of Science Degree**
18 **from Tusculum College – Greeneville, Tennessee, in 1986 with a major**
19 **in Business Administration.**

20

21 **Q. What is your work experience?**

22

23 **A. I have worked for Sprint since 1978. Prior to my current position, I have**
24 **held several positions with Sprint in costing. I developed cost studies**
25 **and methodology associated with various services and special projects**

1 for state jurisdictional filings in Tennessee and Virginia. While working
2 in this position, I was the Telecordia Switching Cost Information System
3 (SCIS) Administrator for ten years responsible for coordinating model
4 questions with Telecordia and assisting other users when needed. For
5 the past five years, in my current position I have primary responsibility
6 for developing the costing methodology and the module for interoffice
7 transport associated with Sprint's Unbundled Network Element (UNE)
8 transport cost. In addition to transport, I also currently have
9 responsibility for developing the costing methodology and the module
10 for switching associated with Sprint's UNE switching cost.

11

12 **Q. On whose behalf are you testifying?**

13

14 A. I am testifying on behalf of Sprint-Florida, Inc. ("Sprint").

15

16 **Q. Have you previously testified before other Public Utility**
17 **Commissions?**

18

19 A. Yes. I have previously testified before state regulatory commissions in
20 Kansas, Texas, and Florida.

21

22 **Q. What is the purpose of your Testimony?**

23

1 A. The purpose of my testimony is to rebut the assertions made by ALEC
2 witness D. Richard McDaniel concerning the recurring and non-
3 recurring charges billed by ALEC to Sprint for transport services.

4
5 **Q. ALEC witness Mr. McDaniel testifies on Page 6, Line 13-14, that**
6 **Sprint did not pay invoices for DS3 facilities. Should Sprint pay**
7 **the invoiced amounts related to these DS3 facilities?**

8
9 A. No. This would result in Sprint paying twice for the same network
10 circuit, once at a DS3 level and again at the DS1 level times 28.

11
12 **Q. Would Sprint pay for the transport network twice associated with**
13 **ALEC's duplicative billing of DS1's and DS3's for equivalent**
14 **bandwidth?**

15
16 A. Yes. For example 28 DS1's of bandwidth would consume the same
17 portion of the SONET terminal and the fiber facilities as a single DS3 of
18 bandwidth. The DS1 rates agreed upon in the interconnection
19 agreement cover the cost of the SONET terminals and the fiber
20 facilities. The DS3 rates agreed upon in the interconnection agreement
21 cover the cost of the SONET terminals and the fiber facilities.
22 Duplicative billing of DS1 and DS3 rates for the same route and the
23 same bandwidth would recover the SONET terminals and fiber facilities
24 twice.

25

1 **Q. ALEC witness Mr. McDaniel testifies on page 8, lines 2-3, to the**
2 **provisioning functions associated with dedicated DS1 transport.**
3 **Does the non-recurring charge for DS1 dedicated transport of**
4 **\$79.80 as specified in the interconnection agreement include the**
5 **same provisioning work as that just referenced in Mr. McDaniels**
6 **testimony?**

7
8 **A. Yes. The non-recurring charge for DS1 dedicated transport of \$79.80**
9 **as specified in ALEC's signed interconnection agreement includes all**
10 **transport provisioning costs associated with the connection of DS1**
11 **dedicated transport. This would include the "set up for the same**
12 **framing and coding at each end" as described in Mr. McDaniel's Direct**
13 **Testimony.**

14
15 **Q. ALEC's witness Mr. McDaniel testifies on Page 7, line 22, that an**
16 **additional non-recurring charge for DS0's is warranted as well as a**
17 **non-recurring charge for the DS1. As further clarified in Mr.**
18 **McDaniels response to Sprint's Interrogatory No. 2 (Attached**
19 **hereto as Exhibit No. ____, TOC-1) this charge is alleged to be**
20 **necessary to recover trunk provisioning costs on ALEC's switch.**
21 **"For DS0's, ALEC bills only a one-time install charge that covers**
22 **testing the voice path and signaling and identification in ALEC's**
23 **switch." Does the reciprocal compensation minute of use rate per**
24 **the signed interconnection agreement recover the referenced work**

1 **activities associated with setting up DSO trunks on the switch**
2 **port?**

3

4 A. Yes. The function referenced by Mr. McDaniel is recovered in the
5 agreed upon reciprocal compensation per minute of use charge
6 associated with switching. Switch translation personnel perform this
7 activity associated with the initial setup of the trunks and the expense is
8 reported to a Network Administration expense account. This account is
9 included in the development of Sprint's annual charge factor, which is
10 utilized in the development of the agreed upon reciprocal compensation
11 per minute of use rate associated with switching.

12

13 **Q. ALEC witness Mr. McDaniel testifies on page 3, line 5-8, that the**
14 **minute of use charge has been resolved between the parties.**
15 **Therefore, is Sprint compensating ALEC for, "....testing the voice**
16 **path and signaling and identification in ALEC's switch?" (ALEC**
17 **Response to Interrogatory No. 2)**

18

19 A. Yes. As explained above the agreed upon reciprocal compensation per
20 minute of use rate that Sprint pays ALEC recovers the cost of "...testing
21 the voice path and signaling and identification in ALEC's switch."
22 Therefore, Sprint is compensating ALEC for the function specified by
23 Mr. McDaniel and no other charges are warranted.

24

25 **Q. ALEC witness Mr. McDaniel testifies on page 12, line 10, that Sprint**

1 **should pay something for DS0 installation. Does Sprint agree that**
2 **Sprint should pay ALEC for testing the voice path and signaling**
3 **and identification in ALEC's switch?**

4
5 A. Yes. As explained above, Sprint's minute of use rate includes the cost
6 recovery associated with setting up the switch trunks. Sprint is
7 currently being billed for and is paying the minute of use rate. This
8 means that Sprint is paying ALEC, Inc "something for DS0 (FGD)
9 installation" as sought by Mr. McDaniel in his Direct Testimony. No
10 additional compensation (i.e. DS0 level NRCs) for switch trunk
11 activation is necessary or warranted.

12
13 **Q. Does this conclude your testimony?**

14
15 A. Yes.

16
17
18
19
20
21
22
23
24
25

1 BY MS. MASTERTON:

2 Q Mr. Cox, do you have a summary of your testimony?

3 A Yes, I do.

4 Q Could you give that summary now?

5 A I sure can. Good afternoon. As I stated, my name is
6 Talmage Cox. I'm here representing Sprint-Florida, Inc. While
7 there are several issues raised in this proceeding, I will
8 focus my summary on two issues that I feel are key to the
9 decision to be made in this proceeding. Is it appropriate to
10 bill Sprint duplicative monthly recurring charges for the same
11 route at the DS-1 rate and the DS-3 rate simultaneously? Also,
12 is it appropriate to bill Sprint nonrecurring DS-0 charges
13 based upon BellSouth's intrastate access tariff?

14 Okay. First of all, is it appropriate to bill Sprint
15 duplicative monthly recurring charges for the same route at the
16 DS-1 rate and the DS-3 rate simultaneously? No, it is not.
17 The rates listed in the signed interconnection agreement
18 between Sprint and ALEC for DS-1 and DS-3 dedicated transport
19 are listed as individual or stand-alone rates. In other words,
20 the DS-1 rate recovers its cost of the SONET terminals and the
21 fiber facilities. The DS-3 rate recovers its portion of the
22 SONET terminals and the fibers facilities individually also.
23 Applying and billing Sprint both rates associated with the same
24 dedicated transport route would essentially reflect a double
25 recovery mechanism.

1 Sprint is in agreement with the monthly recurring
2 billing associated with the DS-1s at the DS-1 rate specified in
3 the agreement and has paid ALEC for those. However, it is not
4 appropriate to bill Sprint the duplicative DS-3 rates for the
5 same route that Sprint is currently paying ALEC DS-1 rates for.

6 Okay. The second item: Is it appropriate to bill
7 Sprint nonrecurring DS-0 charges based upon BellSouth's
8 intrastate access tariff? No, it is not. As specified in the
9 signed interconnection agreement under the reciprocal
10 compensation section, the local end office switching per
11 minute-of-use rate is listed. Shown in the column beside this
12 per minute-of-use rate is the nonrecurring charge column which
13 displays "NA," which it means it is not applicable. And this
14 is consistent with the way Sprint cost justified the rate.

15 The function of testing the voice path and signaling
16 and identification in ALEC's switch being contested in this
17 hearing by ALEC is recovered in the agreed upon reciprocal
18 compensation per minute-of-use charge associated with
19 switching. Sprint personnel performed this activity function
20 associated with the initial setup of the trunks. Network
21 estimates for this activity are around 20 minutes per DS-1.
22 When you take and apply Sprint's fully loaded labor rate of \$43
23 to this 20 minutes, you get approximately \$14.33 per DS-1.
24 Now, that is extremely less than the \$6,964 that ALEC has
25 billed Sprint. And when you take the 6,964 divided by 43, you

1 get approximately 162 hours to perform the same function on a
2 DS-1 basis.

3 Sprint is in agreement that ALEC should be
4 compensated for this function and has developed its per
5 minute-of-use rate with that intent. The use of the
6 DS-0 nonrecurring charge associated with BellSouth's intrastate
7 access tariff is not applicable, and the rates have not been
8 approved by this Commission with the use of a forward-looking
9 economic cost study as required in the FCC rule. And that
10 concludes my summary.

11 MS. MASTERTON: Commissioner, Mr. Cox is now
12 available for cross-examination.

13 COMMISSIONER BAEZ: Thank you, Ms. Masterton.
14 Mr. Dodge.

15 MR. DODGE: Thank you, Your Honor.

16 CROSS EXAMINATION

17 BY MR. DODGE:

18 Q Good afternoon, Mr. Cox.

19 A Good afternoon.

20 Q Thank you for your patience and sitting in the back
21 of the room as we made our way toward your appearance here
22 today. Let's talk about nonrecurring charges.

23 A Okay.

24 Q Generally speaking, nonrecurring charges refer to
25 installation charges. Is that an accurate summation?

1 A Yes, they do. They are associated with installation.
2 Usually it's associated with technicians and central office
3 engineers.

4 Q And when you referenced the technicians and
5 engineers, you mean some of their labor costs that were
6 discussed earlier today as well as the functions that they
7 perform in the course of their employment; is that correct?

8 A That's correct.

9 Q And can those functions include installation,
10 testing, signaling, and identification?

11 A Yes, they could. But in this case -- with Sprint's
12 interconnection agreement, the costs associated with the
13 signaling and identification of those trunks is performed by
14 switched translations engineers whose time is reported to an
15 account which is recouped in our annual charge factor. So that
16 flows over into our monthly recurring -- or per minute-of-use
17 rate that's set forth in the agreement.

18 Q Thank you. If you could, turn to Page 4, Line 23 of
19 your rebuttal testimony, and then continuing on to Page 5,
20 Line 2 of your rebuttal testimony.

21 A Excuse me, Page 4?

22 Q Starting on Page 4, Line 23 --

23 A Okay.

24 Q -- and concluding on Page 5 at Line 2. And if I
25 might, I'll read the question that is posed there. "Does the

1 reciprocal compensation minute-of-use rate per the signed
2 interconnection agreement recover the referenced work
3 activities associated with setting up DS-0 trunks on the switch
4 port?" Did I read that accurately?

5 A Yes.

6 Q And your answer to the question as posed in the -- in
7 this prefiled rebuttal testimony was yes; is that correct?

8 A That is correct.

9 Q And could you give me a summary or reiteration of the
10 rationale for your answer?

11 A The -- can you restate the question, please.

12 Q I'm looking for just a summation of your written
13 response to the question that begins on Page 4 and ends on
14 Page 5. You needn't read the entire passage that you've
15 written out here. I just wondered if you could summarize
16 perhaps more in lay terms for me your rationale.

17 A Okay. Basically we have switched translations
18 engineers that do a multitude of functions associated with a
19 switch. They do this initial setup associated with the trunks.
20 They put the code identification on each of those DS-0 trunks
21 as described, but they also do other work associated with the
22 switch. They will do, like, the setup of a new NPA in a switch
23 and other network administration or other switch administration
24 functions associated with the operation of the switch, and that
25 function gets booked to a Network Administration expense

1 account which we flow into our annual charge factor.

2 Q Got it. I may have a question or two later on about
3 that, where those are allocated, but thank you for that
4 explanation. Am I correct then that the reciprocal
5 compensation minute-of-use rate contained in the
6 interconnection agreement you contend includes expense
7 allocations to recover the initial setup of the trunks Sprint
8 has -- the DS-0 trunks that Sprint has ordered from ALEC?

9 A Yes, it does.

10 Q Could you turn to Section 2.3 of Attachment V of the
11 interconnection agreement? And I believe that's on Page 120,
12 if my memory serves.

13 A Which section was it?

14 Q 2.3.

15 A I don't have a full copy of the interconnection
16 agreement.

17 MR. DODGE: I have the single page here, Your Honor,
18 that I'm happy to provide.

19 COMMISSIONER BAEZ: Let's see if their own -- are you
20 okay to let -- let's let their counsel take it. Thank you.

21 MR. REHWINKEL: I think Mr. Dodge stated that was
22 Attachment V. Is it IV or 4?

23 MR. DODGE: Thank you for the clarification. It is
24 Attachment IV. No wonder that numbering system went down the
25 tubes. Nobody could get it right.

1 BY MR. DODGE:

2 Q Again, Mr. Cox, I'm asking you to refer to
3 Section 2.3.

4 A Okay.

5 Q And that's entitled, "Compensation For Local Traffic
6 Transport And Termination;" is that correct?

7 A That's correct.

8 Q And Subsection 2.3.1 describes two different
9 compensation elements; is that correct?

10 A Yes. There's a transport section and a termination
11 section here listed under 2.3.

12 Q Thank you. Is it your understanding that the
13 minute-of-use rate that we've just been discussing and that was
14 in effect for the dispute period captured both of these
15 compensation elements?

16 A Your question again.

17 Q Sure. Let me repeat it for you. Do you believe that
18 the minute-of-use rate that the parties used for the dispute
19 period recovered or captured both of the compensation elements
20 listed in 2.3.1 of the interconnection agreement?

21 A The termination element here is associated with
22 Sprint's local end office switching arrangement. And the
23 transport -- transport is transport. It includes a dedicated
24 or a common transport rate element and, if necessary, a tandem
25 switching element.

1 Q Thank you. Could you turn now to Page 5, Line 8 of
2 your rebuttal testimony? Again, that's Page 5, Line 8.

3 A Okay.

4 Q And there you use the phrase, capitalized, "Network
5 Administration," now small letters, "expense account." Have I
6 read that correctly?

7 A Correct.

8 Q Is it your testimony that that expense account
9 includes the compensation elements referenced at Section 2.3 of
10 the interconnection agreement?

11 A That is correct.

12 Q Both elements?

13 A The Network Administration element expense would be
14 recouped in the termination element of local switching and
15 tandem switching under the transport section, yes.

16 Q Thank you. Can you give me a cross-reference, if
17 possible? And this isn't critical, but I just want to make
18 sure when I looked at one of your confidential exhibits that's
19 already been into the record, that the Network Administration
20 expense account you reference is the same as Account Number
21 6532 in your chart of accounts.

22 A It is 6532, but on the exhibit there are two network
23 office accounts. There's a 653X and a 6532. And a lot of the
24 Network Admin expense will show up in that 653X account. If
25 you would like, I'll be glad to step through that and show you

1 where it is on the schedule.

2 Q Just a brief description --

3 MS. MASTERTON: Excuse me. I would say, if we're
4 going to be asking questions about the exhibit, that we need to
5 give the witness an opportunity to have the exhibit in front of
6 him.

7 COMMISSIONER BAEZ: Is it your intent to get into the
8 exhibit at this point?

9 MR. DODGE: I just wanted a general explanation of
10 why there was two different -- you know, 6532 versus 653X. I
11 think the witness can answer that without the exhibit.

12 MS. MASTERTON: Well, just with the idea that if it
13 gets -- I mean, if you need to look at the exhibit, I think you
14 should -- I mean, he should be given that opportunity.

15 MR. DODGE: If you need to look at the exhibit, can
16 you let me know, and I'll bring it to you?

17 THE WITNESS: Oh, I've got the exhibit right here. I
18 can go right to it.

19 COMMISSIONER BAEZ: If he has the exhibit -- okay.
20 Perfect.

21 BY MR. DODGE:

22 Q Again, the question as you are pulling up that
23 exhibit: Why is there a 6532, and why is there a 653X?

24 A There is a part of that 653X or 32 account which is
25 labeled as a direct expense, and then a majority of it is

1 labeled as an other direct expense. The direct piece is
2 hitting a service management system account, but the 653X
3 labeled as "other direct," which is what flows into our per
4 minute-of-use rate, has a significant amount of dollars
5 allocated to local switching and tandem switching. And that is
6 the function that we're talking about here as far as the
7 Network Admin.

8 Q Thank you for that explanation. So just to summarize
9 and to be clear, your testimony is that the reciprocal
10 compensation minute-of-use charge that either carrier might
11 have assessed each other during the dispute period would fully
12 recover all DS-0 nonrecurring charges?

13 A Yes, they would.

14 Q The minute-of-use charge that we're talking about, by
15 the way, was developed by Sprint, as you've explained, through
16 the annual charge factor methodology?

17 A Yes, I am.

18 MR. DODGE: At this point I would like to approach
19 the witness with an exhibit that I will cross him on. And this
20 is the exhibit that has been tentatively marked as Number 7.

21 COMMISSIONER BAEZ: Does opposing counsel already
22 have a copy? You do? Okay.

23 MS. MASTERTON: Do you want me to give it to him? Is
24 that what you're saying?

25 COMMISSIONER BAEZ: Well, he's got one in an

1 envelope. That's all right. I just want to make sure that
2 you've got it.

3 BY MR. DODGE:

4 Q Mr. Cox, I've handed you a sealed envelope, and much
5 like Carnak The Magnificent, you get to open it up. Mr. Cox,
6 we're going to take it a little slow on this exhibit because it
7 is confidential.

8 A Okay.

9 Q So I'm going to ask you a couple of basic foundation
10 questions about this document. I do not want you to disclose
11 any of the terms of this document. If you feel my question
12 asks you to do that, tell me. But in any event, pause so that
13 your counsel has an opportunity to object or speak up.

14 A Okay.

15 Q Could you read to yourself the third "whereas" clause
16 of that document?

17 A Okay.

18 Q Were you aware that the parties had reached this
19 settlement?

20 A I've read this, but --

21 Q Could it be, Mr. Cox, that you read one of the drafts
22 of this that was circulated as the parties were in negotiation
23 towards settlement?

24 A No, I did not.

25 Q Last foundation question for you. If you could, turn

1 to Page 4 of the exhibit. Am I correct that --

2 A Let me go back to just what I said to begin with. I
3 read this, I meant I read it just now.

4 Q Oh, I apologize. And after I ask you this question,
5 if you need to go back and comment further without disclosing
6 confidential information, I'll give you that opportunity. Am I
7 correct that Page 4 indicates that an officer of Sprint has
8 signed this agreement?

9 A Yes, it does.

10 Q Did you have another comment or clarification to make
11 after having read and contemplated the third "whereas" clause?

12 A No.

13 Q Let's jump back to the interconnection agreement on
14 Page 120, Section 2.3.

15 A Okay.

16 Q All set?

17 A We're on the interconnection agreement 2.3?

18 Q Correct, 2.3. Having read the "whereas" clause and
19 now having refreshed your recollection by reading 2.3 and
20 without disclosing the terms or contents of the confidential
21 settlement agreement, do you believe that the confidential
22 settlement agreement is consistent with Section 2.3 of the
23 interconnection agreement?

24 MS. MASTERTON: I'm going to object to this question.
25 For one thing, I think it's a legal question, and Mr. Cox has

1 not represented himself to be an attorney as well as I think he
2 has already stated that he's not seen this settlement agreement
3 until today, and --

4 MR. DODGE: I can rephrase, Your Honor.

5 MS. MASTERTON: -- I think that that's --

6 COMMISSIONER BAEZ: Sorry. If you can rephrase and
7 not ask him for something that's eliciting an opinion, a legal
8 opinion.

9 BY MR. DODGE:

10 Q May I ask, from a cost perspective, Mr. Cox, having
11 reviewed the third "whereas" clause of the agreement, the
12 settlement agreement, and Section 2.3 of the interconnection
13 agreement, again from a cost perspective, do you believe these
14 two documents are consistent? Or perhaps I should say cost
15 methodology, your choice.

16 A I'm not here as the witness on the interconnection
17 agreement or the settlement agreement.

18 Q But you are here as the cost --

19 A I'm here as the cost witness.

20 Q Okay. Let me repeat the question. As the cost
21 witness for Sprint in this case and having read the two
22 sections, one from the settlement agreement and the other from
23 the interconnection agreement, from a cost perspective, is it
24 your cost opinion that these provisions are consistent with
25 each other?

1 A They both refer to --

2 Q Now, take care. We can't disclose anything from the
3 settlement agreement. It may be safest to answer, yes, pause.

4 COMMISSIONER BAEZ: Or no. Let's be fair now,
5 Mr. Dodge.

6 But Mr. Dodge is correct, Mr. Cox. A yes-or-no
7 answer might suffice in this case. You're free to qualify.

8 MR. REHWINKEL: Mr. Chairman, if I might after
9 contemplating the question lodge an objection.

10 COMMISSIONER BAEZ: Uh-huh.

11 MR. REHWINKEL: I'm not certain in my mind that a
12 foundation has been laid that there is sufficient correlation
13 between a single "whereas" clause in an agreement that he has
14 not seen before and a clause in an interconnection agreement
15 that has been the subject of many months of discussion and
16 involvement in this case. I just don't know that it's fair to
17 even ask someone to make a comparison on that basis.

18 COMMISSIONER BAEZ: I'm not sure that the question
19 deals with a comparison. He's asking the witness to look and
20 see if -- I guess the way I took it is if one can fit into the
21 other. I mean, he can say yes or no.

22 As to the relation between the two documents, it
23 seems that that "whereas" clause does sort of address on some
24 level, and I'm not going to say it carries the day on a
25 determination, but it does address on some level some mental

1 state as to what things are made up of.

2 MR. REHWINKEL: I guess my objection is one as to the
3 foundation of the question, is that there's no nexus between
4 this document and this case and within this document, this
5 single "whereas" clause on a -- basically a three-page
6 agreement with a signature page, but --

7 MR. DODGE: Your Honor, if I may.

8 COMMISSIONER BAEZ: Mr. Dodge, would you like to take
9 a stab at establishing more of a foundation? I'm not hearing
10 the correlation between the two. I would agree, although I
11 think I can jump to --

12 MR. DODGE: Before I make (sic) a stab at it --

13 COMMISSIONER BAEZ: You can make me drink. I don't
14 know if you can make the --

15 MR. DODGE: I think a foundation has been laid. This
16 exhibit has been admitted into evidence in this proceeding.
17 There is the foundation. This witness has been offered up as a
18 cost expert. I've asked the witness as the cost expert to read
19 two documents, two short paragraphs from two different
20 documents, and render his opinion as a cost expert as to
21 whether those two provisions are consistent. I have not asked
22 for a legal conclusion. I've simply said, from a cost
23 perspective, are they consistent.

24 COMMISSIONER BAEZ: I don't believe you're asking for
25 a legal conclusion necessarily, and I don't believe that that

1 was Mr. Rehwinkel's objection. However, how do you respond to
2 the fact that having been admitted into evidence is --

3 MR. DODGE: Your Honor, one more point --

4 COMMISSIONER BAEZ: Yes.

5 MR. DODGE: -- before Sprint gets to respond.
6 Without disclosing the terms of the agreement, the title
7 implies, and I think that it is accurate, that the agreement
8 was entered by the parties to settle certain issues that could
9 have come before the Commission. That is further toward the
10 foundation of this document.

11 COMMISSIONER BAEZ: Mr. Rehwinkel, it seems that the
12 subject matter with which this agreement deals with is pretty
13 well related -- I'd say more than pretty well related to --

14 MR. REHWINKEL: Mr. Chairman, I accept that. My
15 only -- I guess this is a document that Mr. Cox said he
16 never -- when we finally got to it, he said he had never seen
17 it before. He had just read this one passage. I don't even
18 think he's said he's read the entire agreement. But with that
19 understanding, I withdraw my objection.

20 COMMISSIONER BAEZ: And I think he's made it
21 relatively clear, but I don't think the question extends that
22 long.

23 MR. REHWINKEL: And I do appreciate Mr. Dodge's
24 effort to deal with this. It is sensitive, confidential
25 information.

1 COMMISSIONER BAEZ: It certainly is.

2 MR. REHWINKEL: And perhaps if I'd pursued my
3 objection all the way, he could take plenty of time and
4 jeopardize the information. So with that understanding, thank
5 you.

6 COMMISSIONER BAEZ: Thank you, Mr. Rehwinkel.

7 Mr. Dodge, you can continue. I think there's a
8 question --

9 BY MR. DODGE:

10 Q Yeah, there's a question pending, Mr. Cox, that I'm
11 happy to repeat for you.

12 COMMISSIONER BAEZ: Please repeat for us.

13 MR. DODGE: Thank you, Your Honor.

14 BY MR. DODGE:

15 Q Having reviewed the third "whereas" clause of the
16 settlement agreement and having reviewed Section 2.3 of the
17 interconnection agreement, from a cost perspective only, is it
18 your expert opinion that these provisions are consistent or
19 otherwise?

20 A Consistent with each other?

21 Q Yes.

22 A Yes, I'd have to say they are pretty close, but
23 that's not my legal interpretation of it.

24 Q Thank you.

25 A That's for someone else.

1 Q Thank you. I would like you to, on the same page of
2 the interconnection agreement, scroll down to Section 2.4.1.1.
3 And would you take a moment, Mr. Cox, to read that short
4 provision to yourself? Actually, this isn't confidential. If
5 you feel like reading it into the record, that's fine.

6 MS. MASTERTON: Two -- did you say --

7 MR. DODGE: On Page 120 of the interconnection
8 agreement, Section 2.4.1.1.

9 COMMISSIONER BAEZ: Can I remind you all to hit your
10 talk button on the microphones for the court reporter's
11 benefit, please.

12 BY MR. DODGE:

13 Q Mr. Cox, I must apologize. I meant 2.4.1.2 which
14 essentially flips the paradigm of 2.4.1.1. So if you could,
15 redirect your attention to 2.4.1.2.

16 A Okay. I've read that.

17 Q Had you read Sections 2.3 and 2.4.1.2 prior to today?

18 A No, I have not. I haven't read all the way through
19 the interconnection agreement.

20 Q It is lengthy, I can attest to that. Same question
21 as before. From a cost perspective only, is it your expert
22 opinion that Section 2.1 -- 2.4.1.2 and the third "whereas"
23 clause of the settlement agreement are consistent?

24 A They do have aspects of the same elements, but you
25 have to realize associated with CLECs and local interconnection

1 agreements it is associated with the handing off of local
2 traffic when it's handing off local traffic there in the area.

3 Q Well, is it your understanding that either Sprint or
4 ALEC rates the traffic exchange between these companies as
5 anything other than local traffic?

6 A They have rated the traffic using Sprint's rate on a
7 per minute-of-use base, but they have not used --

8 Q If the Sprint end user -- excuse me for interrupting,
9 but you mean if the Sprint end user pays measured service, the
10 call -- the dial-up customer to the ISP would pay a measured
11 service rate? Is that what you mean?

12 A You mean as the rate in the interconnection
13 agreement?

14 Q Let me backtrack a little bit; see if you'll agree
15 with this not so hypothetical attempt to describe the call
16 pattern between the company. A Sprint end user using his or
17 her computer dials a number that is local to that Sprint end
18 user. Upon the call reaching that local number, the call is
19 then switched by Sprint or switched by ALEC onto a trunk that
20 eventually ends up at an ISP or switched to an ISP.

21 From the Sprint end user perspective, the call is
22 rated as local; is that correct?

23 A Yes, it is.

24 Q Thank you. That's all I have questions about the
25 settlement agreement, so everybody can put it back in the

1 envelope. And thank you, Mr. Cox, for your patience in working
2 through that sensitive area with me.

3 Let's jump to a new topic, that of symmetrical rates.
4 Is it your understanding that the minute-of-use charge ALEC has
5 assessed Sprint is symmetrical to the minute-of-use charge
6 Sprint might have employed under the contract, recognizing that
7 the traffic flow has only been in one way, one direction?

8 A Yes, it has been Sprint's rate in the interconnection
9 agreement, if you're talking about the local switching rate.

10 Q I am. Thank you. Is it your understanding that
11 nonrecurring charges assessed by either party must also be
12 symmetrical?

13 A Yes. Based on the provisions of the interconnection
14 agreement, it has to be based upon the rates in the
15 interconnection agreement, or it has to be based upon a rate
16 that is filed with the Commission and approved by the
17 Commission.

18 Q And the symmetry element also arises, am I correct,
19 from FCC Rule 51.711?

20 A I'm not sure exactly which one it is.

21 Q Subject to check, 51.711?

22 A Subject to check.

23 Q Thank you. When did you become involved in this
24 dispute, Mr. Cox?

25 A I became involved in this dispute after

1 Mr. McDaniel's direct testimony was filed.

2 Q Had you read the agreement before Mr. McDaniel filed
3 his direct testimony?

4 A No, I had not.

5 Q Were you involved in the negotiations between the
6 parties to come to this contract?

7 A No, I was not.

8 Q And you were not involved in the administration of
9 the contract once it was executed by the parties?

10 A No, I was not.

11 Q Were you involved in the dispute discussions dating
12 back through August of 2001?

13 A No, I was not.

14 Q Did you advise anybody in the carrier markets
15 division or anybody else at Sprint about the dispute prior to
16 being brought on to the case to rebut Mr. McDaniel's testimony?

17 A What was that again?

18 Q Were you involved in discussions or activities with
19 anybody in Sprint advising them on this dispute prior to being
20 asked to craft rebuttal testimony in this case?

21 A We had discussions about it before I started drafting
22 the rebuttal testimony.

23 Q Can you give me a general sense of the time? I mean,
24 was it a month before, a week before?

25 A It was weeks before.

1 Q Thank you. Have you ever met with anybody from ALEC
2 regarding this dispute?

3 A No, I have not.

4 Q So the testimony you offer in this proceeding is not
5 based on any direct discussions with ALEC personnel nor any
6 direct or indirect involvement that you've had regarding the
7 administration of this contract; is that correct?

8 A No. My testimony is based upon the cost support that
9 justifies the local switching rate and the transport, the cost
10 study in general, not the interconnection agreement, not the
11 settlement agreement.

12 Q Mr. Cox, I noticed in the qualification section of
13 your prefiled testimony that you are employed by Sprint/United
14 Management Company; is that correct?

15 A That's correct.

16 Q What is the relationship between Sprint/United
17 Management Company and Sprint-Florida, Incorporated?

18 A Sprint-Florida is one of our operating telephone
19 companies. Sprint/United Management Company is more of a
20 holding company associated with the management people.

21 Q Well, you've introduced two concepts. I want to make
22 sure I have it clear. Is Sprint/United Management Company a
23 holding company which owns all or part of Sprint-Florida?

24 A I'm not exactly --

25 Q It's okay.

1 A -- can give you all the details associated with the
2 name Sprint/United Management Company. I work for Sprint
3 Corporation.

4 Q So you're at least employed at an affiliate of
5 Sprint-Florida, Inc?

6 A Yeah, I'm employed by our corporate division.

7 Q Got it. Thank you. Could you turn to Page 4, Lines
8 1 through 13 of your rebuttal testimony, please. And as you're
9 reviewing that, let me offer a question or a statement for you
10 to respond to. On those lines and on that page, am I
11 correct --

12 A What line are you talking about?

13 Q Let's start with Line 1 on Page 4 --

14 A Okay.

15 Q -- the first question and answer which concludes with
16 one word on Line 13, and I'll give you a moment to go back over
17 that.

18 A Okay.

19 Q In that section, am I correct that the question and
20 answer discuss the concept of nonrecurring charges for
21 DS-1 dedicated transport?

22 A Yes, they do.

23 Q Am I also correct that you believe that ALEC should
24 assess Sprint the \$79.80 figure for each installed DS-1?

25 A Yes.

1 Q And your opinion is based on a cost perspective?

2 A Yes, it is.

3 Q Let's back up to Page 3 of your testimony.

4 Throughout Page 3, you seem to indicate that Sprint should not
5 be invoiced amounts by ALEC for DS-3 facilities because Sprint
6 has already paid for those facilities through DS-1 charges; is
7 that correct?

8 A That's correct. This is associated with the Winter
9 Park to Maitland route. We have paid ALEC for all of those
10 DS-1s associated with that route, but for some reason, ALEC has
11 chosen to bill Sprint for DS-3s associated with that same
12 route.

13 Q And your testimony on this page is also based on your
14 cost perspective; am I correct?

15 A Yes, it is.

16 MR. DODGE: That's all I have, Your Honor. Thank
17 you.

18 COMMISSIONER BAEZ: Thank you, Mr. Dodge.
19 Staff.

20 MS. DODSON: We have no questions.

21 COMMISSIONER BAEZ: Commissioners? No questions.
22 Redirect.

23 REDIRECT EXAMINATION

24 BY MS. MASTERTON:

25 Q Okay. Mr. Cox, could you explain again your role in

1 Sprint, what your job is?

2 A My role is senior manager of network costing, and I
3 manage the development and methodology associated with
4 switching cost studies and transport cost studies.

5 Q And in that role, how -- in what way would your job
6 be related to the interconnection agreements that Sprint enters
7 into with ALECs?

8 A I don't get involved in the development of
9 interconnection agreements. We get into -- we just primarily
10 develop costs associated with the cost to justify those rates.

11 Q And by "rates," you're referring to what?

12 A The rates that are in the interconnection agreement.

13 Q Okay. And you work for Sprint Corporation, you said;
14 correct?

15 A That's correct.

16 Q And in your work for Sprint Corporation, could you
17 explain how you support the various divisions of Sprint?

18 A I support them by providing or producing cost studies
19 for each of the state's UNE filings. I also provide testimony
20 support for UNE filings, have previously testified in Kansas
21 and Texas related to USF dockets, which is also a cost
22 proceeding, and also here in Florida associated with the UNE
23 proceeding.

24 Q And that was for Sprint-Florida, Incorporated;
25 correct?

1 A That is correct.

2 Q Okay. I guess I wanted to go back for a minute to
3 that confidential settlement agreement. And I wanted to ask if
4 I understood correctly that you first -- oh, he gave it back to
5 you, okay -- that you first read that document on the stand
6 today; is that correct?

7 A Pardon me?

8 Q I said, was I correct in understanding that you
9 first read the provisions you were directed to read on the
10 stand today?

11 A Yes.

12 Q Okay. And I just wanted without, you know, getting
13 into the details, I wanted you to again look at that -- I think
14 it was the third "whereas" clause that Mr. Dodge directed you
15 to.

16 A Yes.

17 Q And then I wanted you to look back at Section 2.3 in
18 the agreement. I believe that was what he had asked you to
19 compare; is that correct? I think that's on --

20 A What page is it on?

21 Q -- Page 119 or -- 120, I believe.

22 A Pardon?

23 Q Page 120 of the agreement.

24 A Okay.

25 Q And, Mr. Cox, just answer for me, are those

1 provisions, the third "whereas" clause in the agreement and the
2 provisions of 2.3, are they identical?

3 A No. They are not identical word for word, no.

4 Q Okay. Thank you. And then I also just wanted to go
5 back to one more thing. In an answer to a question that
6 Mr. Dodge asked you, you had referred to the rates of an ALEC
7 being approved by the Commission, do you remember that, as one
8 of the alternatives for the rates charged under the agreement?

9 A Yes.

10 Q Okay. I want you to look back on Page 119, and I
11 want you to read 2.2.3.2.

12 A Pardon me, which one again?

13 Q It's 2.2.3.2.

14 A Okay. It's on cost if filed and approved by a
15 Commission of appropriate jurisdiction. And --

16 Q That's enough. That's -- just that.

17 A Okay.

18 Q Would you -- so the agreement says "cost," doesn't
19 it?

20 A Yes, it does.

21 Q Is there a difference between cost and rates?

22 A Not in the case of this interconnection agreement,
23 no.

24 Q Could you explain what you mean by that?

25 A The rates that are in the interconnection agreement

1 have to be cost justified, so they are our costs.

2 Q So that's the rates in the interconnection agreement,
3 but could rates in a tariff be different from the costs that
4 might be incurred for the rate that's expressed in a tariff?

5 A Certainly. Some rates in a tariff will be below
6 cost, some will be above cost.

7 MS. MASTERTON: Okay. That's all I have. Thank you.

8 COMMISSIONER BAEZ: Thank you, Mr. Cox.

9 (Witness excused.)

10 COMMISSIONER BAEZ: That concludes our testimony.

11 Ms. Dodson, what are the next steps? Can you remind all the
12 parties of the briefing schedule, if any, and what the other
13 deadlines are?

14 MS. DODSON: Briefs will be due September 9th, 2002.

15 COMMISSIONER BAEZ: And I will remind ALEC,
16 Incorporated of an outstanding late-filed exhibit, okay?

17 MR. DODGE: We will endeavor to get that in by
18 September 8th, Your Honor.

19 COMMISSIONER BAEZ: I'm sorry? You'll get that by
20 September 8th? No. You have until I guess we said end of
21 August. That should give you enough time to receive it and --

22 MR. DODGE: We'll try to do it soon.

23 COMMISSIONER BAEZ: -- e-mail it or fax it or
24 whatever.

25 Okay. I want to thank you all for everybody's

1 cooperation on the timing of this. Thank you to the witnesses
2 for your time, and thank you, staff. We are adjourned.

3 (Hearing concluded at 4:10 p.m.)

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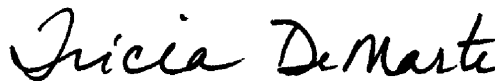
1 STATE OF FLORIDA)
2 : CERTIFICATE OF REPORTER
3 COUNTY OF LEON)

4
5 I, TRICIA DeMARTE, Official Commission Reporter, do hereby
6 certify that the foregoing proceeding was heard at the time and
7 place herein stated.

8 IT IS FURTHER CERTIFIED that I stenographically
9 reported the said proceedings; that the same has been
10 transcribed under my direct supervision; and that this
11 transcript constitutes a true transcription of my notes of said
12 proceedings.

13 I FURTHER CERTIFY that I am not a relative, employee,
14 attorney or counsel of any of the parties, nor am I a relative
15 or employee of any of the parties' attorneys or counsel
16 connected with the action, nor am I financially interested in
17 the action.

18 DATED THIS 21st DAY OF AUGUST, 2002.

19
20
21
22
23
24
25


TRICIA DeMARTE
FPSC Official Commission Reporter
(850) 413-6736

EXHIBIT NO. _____

DOCKET NO. 020099-TP

WITNESS: Stip-1

PARTY: ALEC

DESCRIPTION:

1. Responses to Staff's 1st Set of Interrogatories 1-2 - Page 1.
2. Responses to Staff's 1st Request for Production of Documents Items 1- Page 5.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 020099-TP EXHIBIT NO. 1
COMPANY/
WITNESS. FPSC Staff
DATE: 8-7-02

PROFFERING PARTY: STAFF

I.D. # Stip-1

Respectfully submitted,

Richard McDaniel

Richard McDaniel
Duro Communications Corp.
1170 Buckhead Drive
Greensboro, GA 30642
(706) 467-0661

Dated: July 1, 2002

a. If it is sent at the DS0 level, please give all reasons that require it to be sent at the DS0 level.

See above response.

b. If it is sent at the DS1 level, please give all reasons that ALEC installs and tests the DS0 lines contained within a DS1 trunk.

See above response to this Interrogatory and response to Interrogatory No. 1.

RESPONSIBLE WITNESS: RICHARD MCDANIEL

DATE PREPARED: July 1, 2002

ALEC, INC.
ANSWERS TO STAFF'S
FIRST SET OF INTERROGATORIES NOS. 1-2
DOCKET NO. 020099-TP

2. Is Sprint-originated traffic that travels from the POI to ALEC's switch sent at the DS1 or DS0 level?
- a. If it is sent at the DS0 level, please give all reasons that require it to be sent at the DS0 level
 - b. If it is sent at the DS1 level, please give all the reasons that ALEC installs and tests the DS0 lines contained within a DS1 trunk.
-

RESPONSE:

The physical path that carries the traffic is the fiber. Electronic equipment is used to activate a fiber path, normally at a DS3 level or higher. Thus, we are able to lease at the DS3 level a bandwidth that has the capability of carrying 28 DS1s and 672 DS0s. The three DS3 are needed to carry all the traffic from some Sprint end offices directly to ALEC's switch in some cases (direct end office trunking where there is enough traffic to justify a direct connection), and in other cases from smaller Sprint offices to the ALEC switch via a tandem trunk group. Sprint hands all that traffic off to ALEC at a DS1 level and ALEC then multiplexes it up to a DS3 level through the use of multiplex services ALEC leases from Time Warner.

Within each DS1, there are 24 channels. We order a version of DS1 service, 64 Kbps Clear Channel, that provides us 24 DS0s with 64 Kbps capacity on each. Therefore, the traffic is traveling on the DS1 in a particular time slot with the 64 Kbps bandwidth. The DS1 is the carrier that provides the 24 DS0s that the switch uses for a voice circuit. So the answer to the alternative questions posed in this interrogatory is that really the signal is sent at both the DS0 and DS1 levels.

ALEC, INC.'S
ANSWERS TO STAFF'S
FIRST SET OF INTERROGATORIES NOS. 1-2
DOCKET NO. 020099-TP

1. Please refer to page 7, line 23 and page 8, line 1 of witness D. Richard McDaniel's corrected direct testimony. Describe the purpose of having a separate identification and singling continuity tests for each DS0 line contained within a DS1 trunk.
-

RESPONSE:

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.

RESPONSIBLE WITNESS: RICHARD MCDANIEL

DATE PREPARED: July 1, 2002

BEFORE THE STATE OF FLORIDA
PUBLIC SERVICE COMMISSION

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

**ALEC, INC.'S RESPONSE TO STAFF'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS TO ALEC, INC. (NO. 1)**

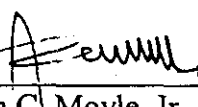
ALEC, Inc. ("ALEC"), by counsel, hereby serves its Response to Staff's First Request for Production of Documents to ALEC, Inc. (No. 1).

1. **Please refer to p. 8, lines 4-7 of witness D. Richard McDaniel's corrected direct testimony where he states that BellSouth has paid for both DS1s and DS0s at ALEC's tariffed rates. Please produce the portion of ALEC's interconnection agreement with BellSouth that governs the charges paid by BellSouth for these services.**

See Attachment 1

Respectfully submitted,

ALEC, Inc.



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Cathy M. Sellers
Fla. Bar No. 0784958
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Cole, Raywid, & Braverman, L.L.P.
1919 Pennsylvania Avenue, N.W.
Washington, D.C. 20006
Tel: (202) 659-9750
Fax: (202) 452-0067

Its Attorneys

Dated: July 1, 2002

AGREEMENT

This Agreement, which shall become effective as of the 24th day of April, 2000, is entered into by and between ALEC, Inc., a Kentucky corporation on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

WHEREAS, ALEC, Inc. has requested that BellSouth make available the interconnection agreement executed between BellSouth and Metromedia Fiber Network Services, Inc. ("Metromedia") dated May 12, 1999 for the state(s) of Kentucky and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, ALEC, Inc. and BellSouth hereby agree as follows:

1. With the exception of Attachment 3 Section 8 – Local Interconnection Compensation and the rates in Attachment 11 - Pricing for DSI UNEs and Local Interconnection, ALEC, Inc. and BellSouth shall adopt in its entirety the Metromedia Interconnection Agreement dated May 12, 1999 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Metromedia Interconnection Agreement and all amendments are attached hereto as Exhibit A and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	5
Title Page	1
Table of Contents	1
General Terms and Conditions	21
Attachment 1	15
Attachment 2	51
Attachment 3	11
Attachment 4	46
Attachment 5	7
Attachment 6	5
Attachment 7	19
Attachment 8	2
Attachment 9	2
Attachment 10	37
Attachment 11, Exhibit 1 – Alabama	23
Attachment 11, Exhibit 2 – Florida	23
Attachment 11, Exhibit 3 – Georgia	24
Attachment 11, Exhibit 4 – Kentucky	24
Attachment 11, Exhibit 5 – Louisiana	23
Attachment 11, Exhibit 6 – Mississippi	23
Attachment 11, Exhibit 7 – North Carolina	24
Attachment 11, Exhibit 8 – South Carolina	23
Attachment 11, Exhibit 9 – Tennessee	24
Attachment 12	11
Attachment 13	4
Amendment dated 09/07/99	62
Amendment dated 11/30/99	4
Exhibit B	2
TOTAL	517

2. The Parties further agree to the rates, terms and conditions set forth in Exhibit B for Local Interconnection Compensation as well as the rates for DS1 UNEs and Local Interconnection. Rates shown in Exhibit B will supercede rates for comparable elements in the original Metromedia agreement.

3. In the event that ALEC, Inc. consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of ALEC, Inc. under this Agreement.

Page 3

4. The term of this Agreement shall be from the effective date as set forth above and shall expire as set forth in section 2 of the Metromedia Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to section 2 of the Metromedia Interconnection Agreement, the effective date shall be May 12, 1999.

5. ALEC, Inc. shall accept and incorporate any amendments to the Metromedia Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

6. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

ALEC, Inc.

Mr. Jay Campbell
President, ALEC, Inc.
1301 Broadway
Paducah, KY 42001
Phone: 270-442-5363
Fax: 270-442-2685

and

John C. Dodge
Cole, Raywid & Braverman, LLP
1919 Pennsylvania, N.W., Suite 200
Washington, D.C. 20006

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

ALEC, Inc.

Signature On File

Signature On File

Name Jerry Hendrix

Name Jay Campbell

Title Senior Director

Title President

Date 04/24/2000

Date 04/21/2000

Exhibit A

BELLSOUTH/METROMEDIA INTERCONNECTION AGREEMENT

AMENDMENT
TO
THE INTERCONNECTION AGREEMENT BETWEEN
ALEC, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED APRIL 24, 2000

Pursuant to this Agreement (the "Amendment"), ALEC, Inc. and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to as the "Parties", hereby agree to amend the Interconnection Agreement between the Parties dated April 24, 2000 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Strike **WHEREAS**, ALEC, Inc. has requested that BellSouth make available the interconnection agreement executed between BellSouth and Metromedia Fiber Network Services, Inc. ("Metromedia") dated May 12, 1999 for the state(s) of Kentucky and Tennessee.
2. Insert **WHEREAS**, ALEC, Inc. has requested that BellSouth make available the interconnection agreement executed between BellSouth and Metromedia Fiber Network Services, Inc. ("Metromedia") dated May 12, 1999 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
3. All of the other provisions of the Interconnection Agreement dated April 24, 2000 shall remain unchanged and in full force and effect until the expiration date.
4. Either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory agencies for approval subject to Section 252 (e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

ALEC, Inc.

By: Joe Demmons
Signature

Name: Joe Demmons

Title: Vice-President

Date: _____

BellSouth Telecommunications, Inc.

By: Jerry D. Hendrix
Signature

Name: Jerry D. Hendrix

Title: Senior Director

Date: 9/17/00

Exhibit B

LOCAL INTERCONNECTION COMPENSATION

compensation for ISP-bound calls shall take precedence over any such *Subsequent Decision*. In the event of such an amendment, there will be no true-up for compensation paid prior to the amendment, except to the extent expressly required by law.

1.1.3.3 Nothing herein shall preclude ALEC from exercising its rights under this Agreement or Section 252(i) of the 1996 Act and applicable FCC regulations to elect rates, terms, and conditions from any other approved interconnection agreement executed by BellSouth that contains an express provision establishing an inter-carrier compensation mechanism for ISP-bound traffic.

1.1.4 The Parties recognize and agree that the compensation for the transport and termination of Local Traffic set forth in section 1.1.2 and the inter-carrier compensation mechanism for ISP-bound traffic set forth in section 1.1.3 are intended to allow each Party to recover costs associated with such traffic. Accordingly, the Parties recognize and agree that such compensation will not be billed and shall not be paid for a call placed from a local exchange service provided by a Party, to establish or maintain a network connection if: (1) such call is not recognized by current industry practice to constitute traffic (voice or data) which results from a telephone call; (2) the end user customer (including the customer's CPE) does not control the dialed number destination and content of that call; or (3) a primary purpose of that call is to generate the payment of reciprocal compensation as a result of establishing or maintaining the network connection. The Parties agree that this section 1.1.4 shall not be interpreted to deny compensation under section 1.1 for typical calls made by end user customers served by one Party to customers served by the other Party; instead, this section 1.1.4 is intended to deny compensation in situations where one Party acts to create artificial traffic in order to obtain compensation.

2. Rates

The Parties shall incorporate into their Interconnection Agreement the following rates for unbundled network elements and interconnection services: (1) rates approved by each state commission in BellSouth's region; (2) DSI Local Channel - \$866.97 nonrecurring first, \$486.83 nonrecurring additional, and \$133.81 monthly recurring (all states); (3) Interoffice Facility Termination - \$100.49 nonrecurring, \$90 monthly recurring, and \$23.50 per mile (all states except Florida); and (4) Interoffice Facility Termination - \$100.49 nonrecurring, \$59.75 monthly recurring, and \$16.75 per mile (Florida only).

Exhibit B

1. **INTERCONNECTION COMPENSATION**
- 1.1 **Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP-Bound Traffic**
- 1.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange.
- 1.1.2 The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic at the rate of \$.0015 per minute of use.
- 1.1.3 The Parties have been unable to agree upon whether dial up calls to Information Service Providers ("ISPs") should be considered Local Traffic for purposes of this Agreement. Dial-up Calls are defined as calls to an ISP that are dialed by using a local dialing pattern (7 or 10 digits) by the calling party (hereinafter referred to as "ISP-bound traffic"). However, without prejudice to either Party's position concerning the nature of ISP-bound traffic, the Parties agree for purposes of this Agreement only, to compensate each other at the same per minute of use rates set forth in Paragraph 1.1.2. for ISP-bound traffic. It is expressly understood and agreed that this inter-carrier compensation mechanism for ISP-bound traffic is being established: (1) in consideration for a waiver and release by each party for any and all claims for reciprocal compensation for ISP-bound traffic exchanged between the parties prior to March 1, 2000, which is hereby acknowledged; and (2) subject to the terms and conditions in section 1.1.4.
- 1.1.3.1 The Parties recognize and agree that the FCC, courts of competent jurisdiction, or state commissions with jurisdiction over the Parties will issue subsequent decisions on ISP-bound traffic ("Subsequent Decisions"). Notwithstanding any provision in this Agreement to the contrary, the inter-carrier compensation mechanism established in section 1.1.3 shall continue at the rates set forth in section 1.1.2 for the full term of this Agreement without regard to such Subsequent Decisions, except as provided for in section 1.1.3.2 and 1.1.3.3.
- 1.1.3.2 To the extent a Subsequent Decision requires parties with agreements whose compensation terms differ from those established in such Subsequent Decision to conform their agreements to the terms in the Subsequent Decision, the Parties will comply with such Subsequent Decision, subject to each Party's right to appeal or otherwise challenge such Subsequent Decision. Except to the extent that a contrary result is established by law, however, the terms of this agreement relating to

EXHIBIT NO. _____

DOCKET NO. 020099-TP

WITNESS: Stip-2

PARTY: SPRINT

DESCRIPTION:

1. Responses to Staff's 1st Set of Interrogatories 1-2 - Page 1.

PROFFERING PARTY: STAFF

I.D. # Stip-2

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Enforcement of an
Interconnection Agreement Between
ALEC, Inc. and Sprint-Florida, Inc.

DOCKET NO. 020099-TP
DATED: June 20, 2002

**SPRINT'S RESPONSES TO STAFF'S FIRST SET OF
INTERROGATORIES (Nos. 1 & 2)**

Pursuant to Rule 25-22.034, Florida Administrative Code and Rule 1.350, Florida Rules of Civil Procedure, Sprint-Florida, Incorporated ("Sprint"), by and through undersigned counsel, hereby responds to Staff's First Set of Interrogatories (Nos. 1 & 2) as set forth below.

<u>Interrogatory</u>	<u>Prepared By</u>	<u>Title</u>
1	Jeff Caswell	Group Manager – Wholesale Markets
2	Jeff Caswell	Group Manager – Wholesale Markets

**CERTIFICATE OF SERVICE
DOCKET NO. 020099-TP**

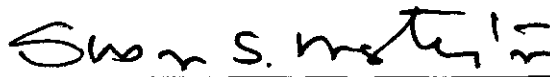
I HEREBY CERTIFY that a true and correct copy of the foregoing was served by hand delivery* or Overnight Mail** or U.S. Mail this 1st day of July, 2002 to the following:

Volaris Telecom, Inc.**
Ms. Judy B. Tinsley
c/o DURO Communications, Inc.
3640 Valley Hill Road, N.W.
Kennesaw, GA 30152-3238

Cole, Raywid & Braverman, L.L.P.**
John C. Dodge/David N. Tobenkin
1919 Pennsylvania Avenue, N.W., #200
Washington, DC 20006

Moyle Law Firm (Tall)
Jon Moyle/Cathy Sellers
118 North Gadsden Street
Tallahassee, Florida 32301

Linda Dodson, Esq.*
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870



Susan S. Masterton

not reasonable to require the originating ILEC to share the cost of a lengthy interconnection facility, such as when the CLEC switch is located outside the LATA or state boundary.

REQUEST: Please refer to p. 4, lines 11-17 of Witness Jeffrey P. Caswell's direct testimony where he discusses transport of Sprint-originated traffic to an ALEC switch outside the LATA.

Describe what compensation scheme, if any governs such traffic.

RESPONSE: The compensation scheme would be determined by the jurisdiction of the traffic and/or the terms of the Interconnection Agreement (IA).

Based on the Commission's vote in Docket No. 000075-TP at the December 5, 2001, Special Agenda Conference in Issue No. 15, the jurisdiction of the traffic for intercarrier compensation purposes is to be determined by the endpoints of the call. Pursuant to the Commission's ruling, calls physically terminated outside the local calling area are not local calls for the purposes of intercarrier compensation, therefore carriers are not obligated to pay reciprocal compensation for these calls.

The definition of local traffic in the Interconnection Agreement (IA) in Part A, Section 1.63 between ALEC and Sprint is consistent with the ruling in Docket No. 000075-TP and defines local traffic as "traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs." In Attachment IV, the Interconnection Agreement provides for the originating carrier, in this case Sprint, as part of its reciprocal compensation obligation, to compensate CLEC for local traffic from the POI to the CLEC's switch. Section 2.3.1.1, states that "transport," includes dedicated and common transport and any necessary Tandem Switching of *local* traffic from the interconnection point between the two carriers to the terminating carrier's end-office switch that directly serves the end-user. In this proceeding ALEC, Inc has failed to provide any data to support the fact that it qualifies for transport compensation under the IA since the subject traffic is not physically terminating in the same local calling area where the traffic originated and, therefore, is not local traffic. Since ALEC's traffic is not local traffic no compensation is due from Sprint to ALEC, Inc.

Even if it is determined that the traffic physically terminates within the local area, the appropriate compensation for Sprint-originated traffic from the POI to the terminating CLEC switch is .001, based on the FCC's ISP Remand Order. At a minimum, the FCC's interim rate is applicable to all ISP-bound traffic from the POI to the terminating switch since February 1, 2001 (effective date of Sprint's opt-in to the FCC's Order).

Prior to Sprint's opt-in to the FCC Order, Sprint believes that the shared financial responsibility of the interconnection facility should not extend to the CLEC switch when this switch is located in a separate LATA or state from where the call originates. Specifically, it is

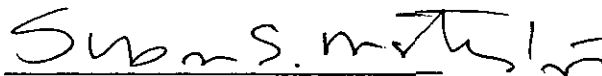
Sprint-Florida, Incorporated
Docket No. 020099-TP
Staff's First Interrogatories
June 10, 2002
Interrogatory No. 2

REQUEST: Please refer to p. 7, lines 23-25, and p. 8 line 1 of the witness Caswell's direct testimony where he discusses transporting Sprint-originated traffic for the POI to ALEC's switch.

Please state any technical reasons ALEC would be unable to transport this traffic at the DS1 level.

RESPONSE: Sprint is not aware of any technical reasons ALEC would be unable to transport this traffic at the DS1 level.

RESPECTFULLY SUBMITTED this 1st day of July 2002.



Susan S. Masterton
P.O. Box 2214
Tallahassee, FL 32316-2214
850-599-1560

ATTORNEY FOR SPRINT

EXHIBIT NO. _____

DOCKET NO. 020099-TP

WITNESS: Stip-3

PARTY: The Agreement

DESCRIPTION:

- 1. Master Interconnection and Resale Agreement for the State of Florida between ALEC, Inc. and Sprint-Florida, Inc. - Pages 1-169.

FLORIDA PUBLIC SERVICE COMMISSION
 DOCKET
 NO. 020099-TP EXHIBIT NO. 2
 COMPANY/
 WITNESS: FRSC Staff
 DATE: 8-7-02

PROFFERING PARTY: STAFF

I.D. # Stip-3

INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement (the "Agreement"), entered into this *1st* day of *June, 2001*, is entered into by and between ALEC, Inc. ("CLEC"), a Kentucky corporation, and Sprint-Florida, Incorporated ("Sprint"), a Florida corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for CLEC's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, CLEC wishes to purchase Telecommunications Services for resale to others, and Sprint is willing to provide such service; and

WHEREAS, CLEC wishes to purchase unbundled network elements, ancillary services and functions and additional features ("Network Elements"), and to use such services for itself or for the provision of its Telecommunications Services to others, and Sprint is willing to provide such services; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Florida Public Service Commission (the "Commission"); and

WHEREAS, the parties wish to replace any and all other prior agreements, written and oral, applicable to the state of Florida.

Now, therefore, in consideration of the terms and conditions contained herein, CLEC and Sprint hereby mutually agree as follows:

PART A -- DEFINITIONS

1. DEFINED TERMS

- 1.1. Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement which are not defined or ascribed as stated above. The parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.
- 1.2. "911 Site Administrator" is a person assigned by CLEC to establish and maintain E911 service location information for its subscribers.
- 1.3. "911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.4. "Access Service Request (ASR)" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between CLEC and Sprint for Local Interconnection.
- 1.5. "Access Services" refers to interstate and intrastate switched access and private line transport services.
- 1.6. "Act" means the Communications Act of 1934, as amended.
- 1.7. "Affiliate" is as defined in the Act.
- 1.8. "Ancillary Traffic" means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
 - 1.8.1. Directory Assistance;
 - 1.8.2. 911/E911;
 - 1.8.3. Operator call termination (busy line interrupt and verify); and Information services requiring special billing (e.g., 900 and 950).
- 1.9. "Automated Message Accounting (AMA)" is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

- 1.10. "Automatic Location Identification (ALI)" is a feature developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the emergency response agencies that are responsible for that address.
- 1.11. "Automatic Location Identification/Data Management System (ALI/DMS)" means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.
- 1.12. "ALI Gateway" is a telephone company computer facility that interfaces with CLEC's 911 administrative site to receive Automatic Location Identification data from CLEC.
- 1.13. "Automatic Number Identification (ANI)" is a feature that identifies and displays the number of a telephone line that originates a call.
- 1.14. "Automatic Route Selection (ARS)" is a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.
- 1.15. "ATU - C" refers to an ADSL Transmission Unit - Central Office.
- 1.16. "ATU - R" refers to an ADSL Transmission Unit - Remote.
- 1.17. "Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI)" means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
- 1.18. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
- 1.19. "Carrier Access Billing System (CABS)" is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
- 1.20. "Common Channel Signaling (CCS)" is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 1.21. "Calling Party Number (CPN)" is CCS parameter which refers to the number transmitted through the network identifying the calling party.

- 1.22. "Central Office Switch" ("Central Office", or "CO"), "End Office", or "Tandem", or Remote Switch are switching facilities within the public switched telecommunications network, including, but not limited to:
 - 1.22.1. "End Office Switch" is a switch from which end user Telephone Exchange Services are directly connected and offered.
 - 1.22.2. "Tandem Switch" is a switch which is used to connect and switch trunk circuits between and among Central Office Switches.
 - 1.22.3. "Remote Switch" is a switch that is away from the host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.23. "Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.
- 1.24. "Charge Number" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.
- 1.25. "CLASS/LASS" (Bellcore Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1.26. "Competitive Local Exchange Carrier (CLEC) or Alternative Local Exchange Carrier (ALEC)" means any entity or person authorized to provide local exchange services in competition with an ILEC.
- 1.27. "CLEC 911 Database Records" are the CLEC subscriber records to be provided by CLEC to Sprint for inclusion in Sprint's E911 database.
- 1.28. "Commission" means the Florida Public Service Commission.
- 1.29. "Common Transport" provides a local interoffice transmission path between the Sprint Tandem Switch and a Sprint or CLEC end office switch. Common Transport is shared between multiple customers and is required to be switched at the Tandem.
- 1.30. "Confidential and/or Proprietary Information" has the meaning set forth in Article 11 of Part A -- General Terms and Conditions.
- 1.31. "Contract Year" means a twelve- (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.
- 1.32. "Control Office" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

- 1.33. "Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.
- 1.34. "Customer Proprietary Network Information (CPNI)" means:
- 1.34.1. information that relates to the quantity, technical configuration, type, destination, and amount of use of a Telecommunications Service subscribed to by any customer of a Telecommunications Carrier, and that is made available to the carrier by the customer solely by virtue of the carrier customer relationship; and
 - 1.34.2. information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier.
- 1.35. "Database Management System (DBMS)" is a computer process used to store, sort, manipulate and update the data required to provide selective routing and ALI.
- 1.36. "Dedicated Transport" provides a local interoffice transmission path between Sprint and/or CLEC central offices. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem.
- 1.37. "Digital Subscriber Line Access Multiplexer" ("DSLAM") is equipment that links end-user xDSL connections to a single high-speed packet switch, typically ATM or IP.
- 1.38. "Directory Assistance Database" refers to any subscriber record used by Sprint in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.
- 1.39. "Directory Assistance Services" provides listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.
- 1.40. "Discloser" means that Party to this Agreement which has disclosed Confidential Information to the other Party.
- 1.41. "DSLAM" refers to a Digital Subscriber Line Access Multiplexer.
- 1.42. "Duct" is a single enclosed path to house facilities to provide telecommunications services.
- 1.43. "Enhanced 911 Service (E911)" means a telephone communication service which will automatically route a call dialed "9-1-1" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

- 1.44. "E911 Message Trunk" is a dedicated line, trunk or channel between two central offices or switching devices which provides a voice and signaling path for E911 calls.
- 1.45. "Effective Date" is either thirty (30) days after the date referenced in the opening paragraph of the Agreement, the filing date of this Agreement with the Commission if the Commission has defined the Effective Date as such, or as otherwise required by the Commission. Absent specific Commission rules to the contrary, the Effective Date shall be no earlier than proof of CLEC certification in the jurisdiction.
- 1.46. "Electronic Interfaces" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.47. "Emergency Response Agency" is a governmental entity authorized to respond to requests from the public to meet emergencies.
- 1.48. "Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which:
 - 1.48.1. requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions); or
 - 1.48.2. poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.
- 1.49. "Emergency Service Number (ESN)" is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.
- 1.50. "Exchange Message Record System (EMR)" refers to the exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.
- 1.51. "Enhanced Directory Assistance" refers to directory Assistance services, including but not limited to reverse search, talking yellow pages, and locator services.
- 1.52. "Expanded Interconnection Service (EIS)" is the collocation arrangement which Sprint provides in its designated wire centers.

- 1.53. "Grandfathered Service" means service which is no longer available for new customers and is limited to the current customer at their current locations with certain provisioning limitations, including but not limited to upgrade denials, feature adds/changes and responsible/billing party.
- 1.54. "FCC" means the Federal Communications Commission.
- 1.55. "High Frequency Spectrum Unbundled Network Element" ("HFS UNE") is defined as the frequency range above the voice band on a copper loop facility that is being used to carry analog circuit-switched voice band transmissions. The FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (rel. December 9, 1999) (the "Line Sharing Order") references the voice band frequency of the spectrum as 300 to 3000 Hertz (and possibly up to 3400 Hertz) and provides that xDSL technologies which operate at frequencies generally above 20,000 Hertz will not interfere with voice band transmission.
- 1.56. "Incumbent Local Exchange Carrier (ILEC)" means any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set for the in 47 CFR § 69.601 (b) of the FCC's regulations.
- 1.57. "Interexchange Carrier (IXC)" means a provider of interexchange telecommunications services.
- 1.58. "Interim Number Portability (INP)" is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office. Upon implementation of Local Number Portability, defined herein, INP services will be discontinued.
- 1.59. "Line Information Data Base (LIDB)" means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Sprint and other entities and validation for collect and billed-to-third services.
- 1.60. "Local Loop" refers to a transmission path between the main distribution frame [cross-connect], or its equivalent, in a Sprint Central Office or wire center, and up to the Network Interface Device at a customer's premises, to which CLEC is granted exclusive use. This includes, but is not limited to, two-wire and four-wire cooper analog voice-grade loops, two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide services such as ISDN and DS1-level signals.
- 1.61. "Local Number Portability (LNP)" means the ability of users of Telecommunications Services to retain, at the same Sprint served rate center, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

- 1.62. "Local Service Request (LSR)" means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.
- 1.63. "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within Sprint's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs.
- 1.64. "Multiple Exchange Carrier Access Billing (MECAB)" refers to the document prepared by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.
- 1.65. "Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface" refers to a document developed by the Ordering/Provisioning Committee of ATIS OBF. The MECOD document contains the recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.66. "North American Numbering Plan (NANP)" means the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three-digit Numbering Plan Area code and a seven digit telephone number made up of a three-digit Central Office code plus a four-digit station number.
- 1.67. "National Emergency Number Association (NENA)" is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.68. "Network Element" as defined in the Act.
- 1.69. "Numbering Plan Area (NPA)" (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

- 1.70. "NXX," "NXX Code," "NNX," "COC," "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.
- 1.71. "OBF" means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS)
- 1.72. "Operator Systems" is the Network Element that provides operator and automated call handling with billing, special services, subscriber telephone listings, and optional call completion services.
- 1.73. "Operator Services" provides for:
- 1.73.1. operator handling for call completion (e.g., collect calls);
 - 1.73.2. operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and
 - 1.73.3. special services (e.g., BLV/BLI, Emergency Agency Call).
- 1.74. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to CLEC, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to CLEC as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.75. "P.01 Transmission Grade Of Service (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.
- 1.76. "Parties" means, jointly, Sprint-Florida, Incorporated and ALEC, Inc., and no other entity, affiliate, subsidiary or assign.
- 1.77. "Party" means either Sprint-Florida, Incorporated or ALEC, Inc., and no other entity, affiliate, subsidiary or assign.
- 1.78. "Percent Local Usage (PLU)" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

- 1.79. "Point Of Interconnection (POI)" is a mutually agreed upon point of demarcation where the networks of Sprint and CLEC interconnect for the exchange of traffic.
- 1.80. "Point of Presence (POP)" means an IXC's point of presence.
- 1.81. "Pre-Order Loop Qualification" ("Loop Qualification") is an OSS function that includes supplying loop qualification information to CLECs as part of the Pre-ordering Process. Examples of the type of information provided are:
 - 1.81.1. Composition of the loop material, i.e. fiber optics, copper;
 - 1.81.2. Existence, location and type of any electronic or other equipment on the loop, including but not limited to:
 - 1.81.2.1. Digital Loop Carrier (DLC) or other remote concentration devices;
 - 1.81.2.2. Feeder/distribution interfaces;
 - 1.81.2.3. Bridge taps;
 - 1.81.2.4. Load coils;
 - 1.81.2.5. Pair gain devices; or
 - 1.81.2.6. Disturbances in the same or adjacent binders.
 - 1.81.3. Loop length which is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office;
 - 1.81.4. Wire gauge or gauges; and
 - 1.81.5. Electrical parameters.
- 1.82. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.83. "Public Safety Answering Point (PSAP)" is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.
- 1.84. "Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Sprint or CLEC for its provision of Basic Exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Sprint or CLEC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX

designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

- 1.85. "Recipient" means that party to this Agreement (a) to which Confidential Information has been disclosed by the other party or (b) who has obtained Confidential Information in the course of providing services under this Agreement.
- 1.86. "Rebranding" occurs when CLEC purchases a wholesale service from Sprint when CLEC's brand is substituted for the Sprint brand.
- 1.87. "Reseller" is a category of Local Exchange service providers who obtain dial tone and associated Telecommunications Services from another provider for resale to their end user subscribers.
- 1.88. "Routing Point" means a location which Sprint or CLEC has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by Sprint or CLEC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Bellcore document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.
- 1.89. "Small Exchange Carrier Access Billing (SECAB)" means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.
- 1.90. "Selective Routing" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.
- 1.91. "Signaling Transfer Point (STP)" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling points within or between CCIS networks. A STP transmits, receives and processes CCIS messages.
- 1.92. "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing

equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted.

- 1.93. "Street Index Guide (SIG)" is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and Emergency Service Numbers provided by the counties or their agents to Sprint.
- 1.94. "Switch" means a Central Office Switch as defined in this Part A.
- 1.95. "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.
- 1.96. "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access and 900 access and their successor or similar Switched Exchange Access Services.
- 1.97. "Synchronous Optical Network (SONET)" is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 MHps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 GHps).
- 1.98. "Tandem Office Switches", "Tandem", and "Tandem Switching" describe Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.
- 1.99. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.100. "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- 1.101. "Telecommunications" as defined in the Act.
- 1.102. "Telecommunications Carrier" as defined in the Act.
- 1.103. "Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.104. "Thousands Block Of Numbers" shall mean 1000 or more consecutive numbers beginning and ending on a digit boundary, e.g., 949-1000 to 949-1999.

- 1.105. "Transit Service" means the delivery of Local or non-Local Traffic by Sprint or CLEC, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.106. "Transit Traffic" means Local or non-Local traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.107. "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
- 1.108. "Voluntary Federal Subscriber Financial Assistance Programs" are government programs that subsidize the provision of Telecommunications Services to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.
- 1.109. "Wholesale Service" as defined in the Act.
- 1.110. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and access services, are located. However, for purposes of EIC service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
- 1.111. "xDSL" refers to a generic term for a new series of high speed transmission protocols, equipment, and services designed to operate over copper wire. This series includes but is not limited to ADSL, VDSL, SDSL, and others.

PART B – GENERAL TERMS AND CONDITIONS

1. SCOPE OF THIS AGREEMENT

- 1.1. This Agreement, including Parts A, B, and Attachments I through VIII, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The attachments set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

LIST OF ATTACHMENTS:

I.	Price Schedule
II.	Local Resale
III.	Network Elements
IV.	Interconnection
V.	Interim Number Portability
VI.	Local Number Portability
VII.	General Business Requirements
VIII.	Reporting Standards

- 1.2. Sprint shall not discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder without providing CLEC thirty (30) days prior written notice of such discontinuation of such service, element or arrangement. Sprint agrees to cooperate with CLEC and/or the appropriate regulatory body with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.
- 1.3. Sprint shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.
- 1.4. The services and facilities to be provided to CLEC by Sprint in satisfaction of this Agreement may be provided pursuant to Sprint tariffs and then current practices. Should there be a conflict between the terms of this Agreement and any such tariffs and practices, the terms of the tariff shall control to the extent allowed by law or Commission order.

2. REGULATORY APPROVALS

- 2.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) days after obtaining the last required Agreement signature. Sprint and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.
- 2.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.
- 2.3. Notwithstanding any other provision of this Agreement to the contrary § 2.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the amended rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the amended rules.
 - 2.3.1. On April 27, 2001, the Federal Communications Commission (FCC) released *Order on Remand and Report and Order*, FCC 01-131, CC Docket No. 96-98, adopted April 18, 2001 (hereinafter the "Order"), relating to intercarrier compensation for telecommunications traffic delivered to Internet service providers. The FCC's decision modifies FCC rules 47 CFR §§51.701(b)(1)-(2), 51.701(a), 51.701(c)-(e), 51.703, 51.705, 51.707, 51.709, 51.711, 51.713, 51.713 and 51.717. The Order is/will be effective 30 days after publication in the Federal Register (the "Effective Date"), except the 251(i) rights as set forth in paragraph 82 of the Order, will be effective upon publication in the Federal Register. The

Order affects certain provisions of this Agreement, including some of the rates contained in this Agreement.

- 2.3.2. From and after the Effective Date (unless the Order is stayed, reversed, vacated or remanded), pursuant to paragraphs 2.2 and 2.3 of this Agreement, either Party may require that the affected provisions of this Agreement be renegotiated in good faith and amended to reflect the Order("Order Amendments"), such changes to be effective as of the effective date of any regulatory or judicial orders and/or opinions. Notwithstanding the foregoing, if the Order is stayed, reversed, vacated or remanded, then until any such stay is lifted, or the Order is reinstated, affirmed or reissued, the Order Amendment shall have no effect on this Agreement, and this Agreement shall continue in full force and effect unamended by the Order Amendment.

3. TERM AND TERMINATION

- 3.1. This Agreement shall be deemed effective upon the Effective Date, provided however that if CLEC has any outstanding past due obligations to Sprint, this Agreement will not be effective until such time as any past due obligations with Sprint are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date, except as may otherwise be agreed in writing between the Parties, provided CLEC has established a customer account with Sprint and has completed the Implementation Plan described in Article 30 hereof.
- 3.2. Except as provided herein, Sprint and CLEC agree to provide service to each other on the terms defined in this Agreement for a period of one year ending **May 31, 2002** ("End Date").
- 3.3. In the event that CLEC desires uninterrupted service under this Agreement during negotiations, CLEC shall provide to Sprint written notification appropriate under the Act, and if the Parties are actually in arbitration or mediation before the appropriate Commission or FCC prior to the End Date, this Agreement will continue in effect only until the issuance of an order approving the new Agreement, whether a final non-appealable order or not, by the Commission or FCC resolving the issues set forth in such arbitration or mediation request.
- 3.4. In the event of default, the non-defaulting Party may immediately terminate this Agreement in whole or in part. Default is defined to include:
 - 3.4.1. Either Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or
 - 3.4.2. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due provided that the non-defaulting Party so advises the defaulting Party in writing of

the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days after written notice thereof.

- 3.5. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- 3.6. In the event this agreement is terminated under § 3.4 Sprint may immediately discontinue processing orders for new service from CLEC and file with the Commission to terminate this agreement and reassign CLEC's customers pursuant to the Commission's guidelines for CLEC's that abandon service.
- 3.7. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon one- hundred-eighty (180) days prior written notice.

4. POST TERMINATION INTERIM SERVICE ARRANGEMENTS

- 4.1. In the event that this Agreement expires under § 3.2, it is the intent of the Parties to provide in this Article for interim service arrangements between the Parties at the time of expiration so that service to end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under § 3.4, or for termination upon sale under § 3.7, for service made available under this Agreement and existing as of the End Date, the Parties agree that those services may continue uninterrupted at the request of either Party provided that:
 - 4.1.1. a new agreement is voluntarily entered into by the Parties; or
 - 4.1.2. service is provided under such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of termination; or
 - 4.1.3. CLEC elects to take service pursuant to the entire terms and conditions of an existing agreement between Sprint and another CLEC for the remaining term of that agreement. If neither § 4.1.1 or § 4.1.2 are in effect, and CLEC does not designate an agreement under this subsection, Sprint may designate such agreement.

5. CHARGES AND PAYMENT

- 5.1. In consideration of the services provided by Sprint under this Agreement, CLEC shall pay the charges set forth in Attachment I subject to the provisions of §§ 2.2

and 2.3 hereof. The billing and payment procedures for charges incurred by CLEC hereunder are set forth in Attachment VIII.

- 5.2. In addition to any other applicable charges under this Article 5 and Attachment I, if CLEC purchases unbundled Local Switching elements, CLEC shall pay Sprint for intrastate toll minutes of use traversing such unbundled Local Switching elements, intrastate carrier common line and interconnection charges as outlined on Attachment I hereto and any explicit intrastate universal service mechanism based on access charges.
- 5.3. Subject to the terms of this Agreement, the Parties shall pay invoices by the due date shown on the invoice. For invoices not paid when due, late payment charges will be assessed under § 5.5. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 5.4. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement. Itemized, written disputes must be filed with Sprint's National Exchange Access Center ("NEAC") no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice.
- 5.5. Sprint will assess late payment charges to CLEC equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law for commercial transactions, of the balance due, until the amount due is paid in full.
- 5.6. In addition to late payment charges, Sprint will use the following collection procedures in connection with CLEC's past due amounts.
 - 5.6.1. First, the late payment charge described in § 5.5 above will be added to accounts that are not paid within a thirty (30) day period.
 - 5.6.2. Second, a notice will be sent to CLEC on day 31 stating that unless full payment is received within the next thirty (30) days Sprint will suspend processing new orders.
 - 5.6.3. Third, if the CLEC account remains delinquent on day 61 Sprint will send a second notice to CLEC stating that Sprint has suspended processing new orders and unless payment is received by day 90, service for all CLEC end user customers will be suspended.
 - 5.6.4. Fourth, should the CLEC account remain outstanding on day 91 Sprint will deny service and send a letter to CLEC stating that their service has been suspended for non-payment.
- 5.7. Sprint reserves the right to periodically revise its collection procedure to conform to then current business practices and regulations. Sprint will provide timely notification to CLEC of changes to its collection practice in a manner consistent with its own customer notification.

- 5.8. Sprint reserves the right to secure the account with a suitable form of security deposit in accordance with Section 5 of Attachment I.

6. AUDITS AND EXAMINATIONS

- 6.1. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement billed amounts. Either party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.
- 6.2. Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit or Examination, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).
- 6.3. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this § 6.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit or Examination.
- 6.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from receipt of requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with § 5.5 herein.
- 6.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing,

is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.

- 6.6. This Article 6 shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 7.2. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or any liability to, the other Party based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either party under this Agreement, constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
- 7.3. Following notice of an infringement claim against Sprint based on the use by CLEC of a service or facility, CLEC shall at CLEC's expense, procure from the appropriate third parties the right to continue to use the alleged infringing intellectual property or if CLEC fails to do so, Sprint may charge CLEC for such costs as permitted under a Commission order.

8. LIMITATION OF LIABILITY

- 8.1. Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Article 9 to indemnify, defend, and hold the other party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall Sprint's liability to CLEC for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

9. INDEMNIFICATION

- 9.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims for damage to tangible personal or real property and/or personal injuries arising out of the negligence or willful act or omission of the indemnifying Party or its agents, servants, employees, contractors or representatives. To the extent not prohibited by law, each Party shall defend, indemnify, and hold the other Party harmless against any loss to a third party arising out of the negligence or willful misconduct by such indemnifying Party, its agents, or contractors in connection with its provision of service or functions under this Agreement. Notwithstanding the above, in the case of any loss alleged or damage claim made by a Customer of either Party in connection with the service provided by that Party, and which allegation or claim relates in some way to a service provided under this Agreement, the Party whose customer alleged such loss shall indemnify the other Party and hold it harmless against any or all of such loss alleged by each and every Customer which arises out of the negligence or willful misconduct of the indemnifying Party. The indemnifying Party under this Article agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 9.2. Each Party agrees to indemnify and hold harmless the other Party from all claims and damages arising from the Indemnifying Party's discontinuance of service to one of the Indemnifying Party's subscribers for nonpayment.
- 9.3. When the lines or services of other companies and Carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or Carriers.
- 9.4. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services or Network Element provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any

subscriber or third party for (i) any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and (ii) Consequential Damages (as defined in Article 8 above).

10. BRANDING

- 10.1. CLEC shall provide the exclusive interface to CLEC subscribers, except as CLEC shall otherwise specify for the reporting of trouble or other matters identified by CLEC for which Sprint may directly communicate with CLEC subscribers. In those instances where CLEC requests that Sprint personnel interface with CLEC subscribers, such Sprint personnel shall inform the CLEC subscribers that they are representing CLEC, or such brand as CLEC may specify.
- 10.2. Other business materials furnished by Sprint to CLEC subscribers shall bear no corporate name, logo, trademark or tradename.
- 10.3. Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.
- 10.4. Sprint shall share pertinent details of Sprint's training approaches related to branding with CLEC to be used by Sprint to assure that Sprint meets the branding requirements agreed to by the Parties.
- 10.5. This Article 10 shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

11. CONFIDENTIALITY AND PUBLICITY

- 11.1. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 11.2. During the term of this Agreement, and for a period of one (1) year thereafter, Recipient shall (i) use it only for the purpose of performing under this Agreement, (ii) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (iii) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 11.3. Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from

Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

- 11.4. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Article 11 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Article 11. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
- 11.5. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This § 11.5 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 11.6. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 11.7. Except as otherwise expressly provided in this Article 11, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation § 222 of the Act.

12. DISCLAIMER OF WARRANTIES

- 12.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY

REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

13. ASSIGNMENT AND SUBCONTRACT

- 13.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.
- 13.2. Except as herein before provided, and except for an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of monies shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

14. GOVERNING LAW

- 14.1. This Agreement shall be governed by and construed in accordance with the Act, orders of the Commission, and the FCC's Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Florida, without regard to its conflicts of laws principles, shall govern. In all other respects, in the event of a conflict between the provisions of this Agreement and the Act, the provisions of the Act shall govern.

15. RELATIONSHIP OF PARTIES

- 15.1. It is the intention of the Parties that each Party shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers,

partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

16. NO THIRD PARTY BENEFICIARIES

16.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Carrier from providing its Telecommunications Services to other carriers.

17. NOTICES

17.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Sprint:	Sprint Director – Local Carrier Markets 6480 Sprint Parkway KSOPHM0316-3B774 Overland Park, KS 66251	If to CLEC:	James Puckett ALEC, Inc. 1211 Semoran Blvd Suite 295 Casselberry, FL 32707
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With a copy to:	With a Copy to:	Norman B. Gerry Gerry, Friend & Sapronov, LLP Three Ravina Drive Suite 1450 Atlanta, GA 30346
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17.2. If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either party may be changed by written notice given by such Party to the other pursuant to this Article 17.

18. WAIVERS

18.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

- 18.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 18.3. Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

19. SURVIVAL

- 19.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to §§ 5, 6, 7, 8, 11, 16, 18, 21.

20. FORCE MAJEURE

- 20.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Article 20 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of CLEC.

21. DISPUTE RESOLUTION

- 21.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission

proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

21.2. If any portion of an amount due to a Party (“the Billing Party”) under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the “Non-Paying Party”) shall within thirty (30) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party at the address(es) indicated in Article 17 herein of the amounts it disputes (“Disputed Amounts”) and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amounts. The balance of the Disputed Amount, after the necessary adjustments have been made for the disputed amounts found in CLEC’s favor, shall be paid with late charges, if appropriate, upon final determination of such dispute.

21.3. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

21.4. If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties’ appointment of designated representatives pursuant to § 21.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct payment of any or all funds plus applicable late charges to be paid to either Party.

22. COOPERATION ON FRAUD

22.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties’ fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one party as compared to the other.

23. TAXES

23.1. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

24. AMENDMENTS AND MODIFICATIONS

24.1. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

25. SEVERABILITY

25.1. Subject to Part B, Article 2, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

26. HEADINGS NOT CONTROLLING

26.1. The headings and numbering of Articles, Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

27. ENTIRE AGREEMENT

27.1. This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

28. COUNTERPARTS

28.1. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

29. SUCCESSORS AND ASSIGNS

29.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

30. IMPLEMENTATION PLAN

30.1. This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Each Party shall designate, in writing, no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.

30.2. The agreements reached by the Implementation Team shall be documented in an operations manual (the "Implementation Plan") within one hundred-twenty (120) days of both Parties having designated members of the Implementation Team. The Implementation Plan shall address the following matters, and may include any other matters agreed upon by the Implementation Team:

30.2.1. the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling) specified in Attachment 3 and the trunk groups specified in Attachment 4 and, including standards and procedures for notification and discoveries of trunk disconnects;

30.2.2. disaster recovery and escalation provisions;

30.2.3. access to Operations Support Systems functions provided hereunder, including gateways and interfaces;

30.2.4. escalation procedures for ordering, provisioning, billing, and maintenance;

30.2.5. single points of contact for ordering, provisioning, billing, and maintenance;

- 30.2.6. service ordering and provisioning procedures, including provision of the trunks and facilities;
- 30.2.7. provisioning and maintenance support;
- 30.2.8. conditioning and provisioning of collocation space and maintenance of Virtually Collocated equipment;
- 30.2.9. procedures and processes for Directories and Directory Listings;
- 30.2.10. billing processes and procedures;
- 30.2.11. network planning components including time intervals;
- 30.2.12. joint systems readiness and operational readiness plans;
- 30.2.13. appropriate testing of services, equipment, facilities and Network Elements;
- 30.2.14. monitoring of inter-company operational processes;
- 30.2.15. procedures for coordination of local PIC changes and processing;
- 30.2.16. physical and network security concerns; and
- 30.2.17. such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.

30.3. The Implementation Plan may be amended from time to time by the Implementation Team, as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

31. FEDERAL JURISDICTIONAL AREAS

31.1. Carrier is hereby notified that Sprint and its Affiliates have entered into a binding contract to provide exclusive telecommunications services for the Army and Air Force Exchange Service ("AAFES") during the term of this agreement; that the AAFES contract specifies, among other things, that Sprint shall provide all telecommunications services to officer and enlisted temporary living facilities (commonly named Bachelor Officer Quarters and Bachelor Enlisted Quarters) and to all unaccompanied enlisted personnel barracks on United States Army bases. Accordingly, and subject to applicable federal law, Sprint reserves its right to refuse to resell Telecommunications Services where such sale would be contrary to the AAFES agreement. Nothing shall prohibit carrier from advising any potential end user customer that carrier is unable to provide the end user customer

telecommunications services because of the AAFES agreement or the Sprint reservation of rights herein.

ATTACHMENT I
GENERAL PRINCIPLES

1. PRICE SCHEDULE

1.1. Subject to the provisions of Part B, Article 2 of this Agreement, all rates provided under this Agreement shall remain in effect for the term of this Agreement.

2. LOCAL SERVICE RESALE

2.1. The rates that CLEC shall pay to Sprint for Local Resale are as set forth in Table 1 of this Attachment and shall be applied consistent with the provisions of Attachment II of this Agreement.

3. INTERCONNECTION AND RECIPROCAL COMPENSATION

3.1. The rates to be charged for the exchange of Local Traffic are set forth in Table 1 of this Attachment and shall be applied consistent with the provisions of Attachment IV of this Agreement.

3.2. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Attachment IV of this Agreement.

3.3. INP is available in all Sprint service areas where LNP is not available. Once LNP is available, all INP arrangements will be converted to LNP. Where INP is available and a toll call is completed through Sprint's INP arrangement (e.g., remote call forwarding) to CLEC's subscriber, CLEC shall be entitled to applicable access charges in accordance with the FCC and Commission Rules and Regulations. If a national standard billing method has not been developed for a CLEC to directly bill a carrier access for a toll call that has been completed using interim number portability, then the blended rate per line method described in § 3.3.1 herein will be used.

3.3.1. The Parties will jointly determine the amount of traffic that will be considered INP'ed traffic for compensation purposes. The ported party shall charge the porting party on a per line basis using an average of Sprint's per line minutes of use and Sprint's access rates in lieu of any other compensation charges for terminating such traffic. The traffic that is not identified as INP'ed will be compensated as local interconnection as set forth in § 3.1.

3.3.2. For compensation of the INP Local Traffic, the Parties shall jointly develop a process which will allow compensation for INP'ed traffic to be based on the initial origination point and final terminated point of the INP'ed call. The full reciprocal compensation rate, as listed in the Pricing

Schedule, shall apply for Local Traffic, and full switched access charges, as listed in applicable tariffs, shall apply for intraLATA and interLATA. All three sets of rates will be weighted together based on the agreed minutes of use patterns to establish a single rate per INP line.

- 3.3.3. CLEC shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in Table 1 of this Attachment when CLEC uses a Sprint access tandem to terminate a local call to a third party LEC or another CLEC. Sprint shall pay CLEC a transit rate equal to the Sprint rate referenced above when Sprint uses a CLEC switch to terminate a local call to a third party LEC or another CLEC.
- 3.4 CLEC will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Sprint may request CLEC's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by Sprint. Should the documentation indicate that the factor should be changed by Sprint, the Parties agree that any changes will only be retroactive to traffic for the previous 90 days. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs.

4. UNBUNDLED NETWORK ELEMENTS

- 4.1. The charges that CLEC shall pay to Sprint for Unbundled Network Elements are set forth in Table 1 of this Attachment I.

5. DEPOSITS

- 5.1. Sprint reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established through twelve (12) consecutive months of current payments for carrier services to Sprint and all ILEC affiliates of Sprint.
- 5.2. Such security deposit shall take the form of cash or cash equivalent, an irrevocable letter of credit or other forms of security acceptable to Sprint.
- 5.3. If a security deposit is required on a new account, such security deposit shall be made prior to inauguration of service. If the deposit relates to an existing account, the security deposit will be made prior to acceptance by Sprint of additional orders for service.
- 5.4. Such security deposit shall be 2 months' estimated billings as calculated by Sprint, or twice the most recent month's invoices from Sprint for existing accounts, All security deposits will be subject to a minimum deposit level of \$10,000.
- 5.5. The fact that a security deposit has been made in no way relieves CLEC from complying with Sprint's regulations as to advance payments and the prompt

payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of Sprint providing for the discontinuance of service for non-payment of any sums due Sprint.

- 5.6. Sprint reserves the right to increase, and CLEC agrees to increase, the security deposit requirements when, in Sprint's reasonable judgment, changes in CLEC's financial status so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 5.7. Any security deposit shall be held by Sprint as a guarantee of payment of charges for all carrier services billed to CLEC, provided, however, Sprint may exercise its right to credit any cash deposit to CLEC's account, or to demand payment from the issuing bank or bonding company of any irrevocable bank letter of credit, upon the occurrence of any one of the following events:
 - 5.7.1. when CLEC undisputed balances due to Sprint that are more than thirty (30) days past due; or
 - 5.7.2. when CLEC files for protection under the bankruptcy laws; or
 - 5.7.3. when an involuntary petition in bankruptcy is filed against CLEC and is not dismissed within sixty (60) days; or
 - 5.7.4. when this Agreement expires or terminates.
- 5.8. Any security deposit may be held during the continuation of the service as security for the payment of any and all amounts accruing for the service. Interest on a cash or cash equivalent security deposit shall accrue and will be paid in accordance with the terms of the appropriate Sprint tariff. Cash or cash equivalent security deposits will be returned to CLEC when CLEC has made current payments for carrier services to Sprint and all Sprint ILEC affiliates for twelve (12) consecutive months.

Table One

Florida Price Sheets

RESALE DISCOUNTS

Other than Operator / DA 19.40%
Op Assist / DA 12.10%

USAGE FILE CHARGES:

Message Provisioning, per message \$0.0050
Data Transmission, per message \$0.0020
Tape Charge, per tape \$50.00

RATE ELEMENT	SOURCE	RECURRING RATE	NRC
SERVICE ORDER / INSTALLATION / REPAIR			
Manual Service Order NRC			\$22.54
Electronic Service Order (IRES)			\$3.06
Manual Service Order - Listing Only			\$11.88
Electronic Service Order - Listing Only			\$0.33
Manual Service Order - Change Only			\$11.04
Electronic Service Order - Change Only			\$1.33
LNP Administrative Charge			\$6.50
SS7 - Originating Point Code (OPC) Service	IES Tariff		\$21.55
SS7 - GlobalTitle Address Translation (GTT)	IES Tariff		\$10.77
2-Wire Digital Data Loop Cooperative Testing			\$31.02
4-Wire Digital Data Loop Cooperative Testing			\$39.25
2-Wire Central Office Interconnection Charge			\$9.18
4-Wire Central Office Interconnection Charge			\$15.77
2-Wire Trip Charge			\$15.59
4-Wire Trip Charge			\$15.59
Outside Plant Interconnection (2-Wire)			\$29.45
Outside Plant Interconnection (4-Wire)			\$43.31
NID Installation Charge			\$17.32
NID Connection - 2 Wire			\$2.15
Loop Rework Charge (2-Wire)			\$14.21
Loop Rework Charge (4-Wire)			\$21.52
Trouble Isolation and Testing			\$37.48
OSS Service Charge		\$1.77	
2-Wire C.O. Completion Test			\$1.44
4-Wire C.O. Completion Test			\$2.16
TAG AND LABEL LOOP			
	SOURCE	RECURRING RATE	NRC
Tag and Label on a new install loop			\$4.33
Tag and Label on a reinstall loop or an existing loop			\$8.66
Tag and Label on an add'l loop on the same order at the same location			\$3.46
	NID	SOURCE	RECURRING RATE
			NRC

1 Line		\$0.79	See NRC Section
2 Line		\$0.95	See NRC Section
SmartJack		\$12.37	See NRC Section
LINE SHARING	SOURCE	RECURRING RATE	NRC
CLEC Provides Splitter in Own Collocation Space			
3-Jumper Configuration			
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Collocation Space (2 required)		\$36.36 Each	
Line Sharing - 3 Jumpers			\$21.60
4-Jumper Configuration			
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Collocation Space (4 required)		\$36.36 Each	
Line Sharing - 4 Jumpers			\$28.07
CLEC Provides Splitter in Common Area of Central Office			
3-Jumper Configuration			
Cost per 96-Line Splitter Shelf		\$20.70	
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Splitter Common Area (2 required)		\$28.23 Each	
Cross Connects; 100 pr., Splitter Common Area to Collocation Space (1 required)		\$19.05 Each	
Line Sharing - 3 Jumpers			\$21.60
4-Jumper Configuration			
Cost per 96-Line Splitter Shelf		\$20.70	
OSS Cost per Shared Line		\$0.83	
Cross Connects; 100 pr., MDF to Collocation Space (1 required)		\$36.36 Each	
Cross Connects; 100 pr., MDF to Splitter Common Area (3 required)		\$28.23 Each	
Line Sharing - 4 Jumpers			\$28.07
Convert UNE Digital Loop to Line Share-Not Coordinated			\$10.91
Convert UNE Digital Loop to Line Share-Coordinated during normal hours.			\$20.26
Convert UNE Digital Loop to Line Share-Coordinated after normal hours.			\$25.54
LOOP PRE-QUALIFICATION	SOURCE	RECURRING RATE	NRC
Loop Inquiry Loop Make-Up Information			\$28.20
LINE CONDITIONING PER LOCATION	SOURCE	RECURRING RATE	NRC
The following charge applies to all loops that are 18,000 feet in length or longer that require load coil removal. These charges also apply to loops of any length that require Bridged Tap or Repeater removal. Single charges apply for multiple loops at the same location			

Analog 4-wire			
	Band 1	\$18.80	
	Band 2	\$26.88	
	Band 3	\$35.85	
	Band 4	\$47.24	
	Band 5	\$69.17	
	Band 6	\$129.13	
Analog 4-wire/xDSL Capable Loop			
	Band 1	\$17.10	
	Band 2	\$26.86	
	Band 3	\$36.22	
	Band 4	\$48.42	
	Band 5	\$70.75	
	Band 6	\$100.01	
	Band 7	\$137.69	
	Band 8	\$193.79	
Loops - Analog 4-Wire NRC			
	4-Wire New - First Line		\$94.15
	4-Wire New - Add'l Line		\$44.78
	4-Wire Re-install (CT/DCOP/Migrate)		\$21.52
DS0 2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI			
	Band 1	\$11.65	\$120.57
	Band 2	\$16.65	\$120.57
	Band 3	\$22.20	\$120.57
	Band 4	\$29.26	\$120.57
	Band 5	\$42.84	\$120.57
	Band 6	\$79.98	\$120.57
DS0 4 Wire Digital Data Loop 56 or 64 kbps			
	Band 1	\$20.30	\$171.41
	Band 2	\$29.03	\$171.41
	Band 3	\$38.72	\$171.41
	Band 4	\$51.02	\$171.41
	Band 5	\$74.70	\$171.41
	Band 6	\$139.46	\$171.41
DS1 4 Wire Digital Data Loop DS1/T1/ISDN-PRI			
	Band 1	\$64.49	\$194.38
	Band 2	\$74.96	\$194.38
	Band 3	\$84.83	\$194.38
	Band 4	\$97.36	\$194.38
	Band 5	\$124.02	\$194.38
	Band 6	\$194.40	\$194.38

DS3		ICB	
Loops - Digital			
2-Wire, First Line			\$120.57
2-Wire, Addtl Line			\$72.93
4-Wire, First Line			\$171.41
4-Wire, Addtl Line			\$122.90
DS1, First Line			\$194.38
DS1, Addtl Line			\$145.87
Loops - High-Capacity NRC			
Add DS3, OC3 or OC12 to an existing fiber optic system			\$86.28
DARK FIBER	SOURCE	RECURRING RATE	NRC
Interoffice, per foot per fiber			
Band 1		\$0.0047	
Band 2		\$0.0091	
Band 3		\$0.0125	
Band 4		\$0.0183	
Band 5		\$0.0261	
Feeder, per fiber			
Band 1		\$29.58	
Band 2		\$46.84	
Band 3		\$66.52	
Band 4		\$156.02	
Band 5		\$215.26	
Band 6		\$285.48	
Band 7		\$365.26	
Distribution Price Per Fiber		\$24.61	
Loops - Dark Fiber NRC			
Dark Fiber Loop-Initial Patch Cord Installation, Field Location			\$20.16
Dark Fiber Loop-Addtl Patch Cord Install, Field Loc., Same Time/Loc.			\$7.20
Dark Fiber Loop-Central Office Interconnection, 1-4 Patch Cords/CO			\$171.50
Dark Fiber Loop - Special Construction for Fiber Pigtail			ICB
Dark Fiber Loop - Interconnection			ICB
Dark Fiber Transport - Initial Installation, 1-4 Patch Cords, per C.O.			\$171.50
Dark Fiber End-to-End Testing, Initial Strand			\$47.51
Dark Fiber End-to-End Testing, Subsequent Strands			\$14.40
Misc. Components - Dark Fiber			
Fiber Patch Cord		\$0.88	
Fiber Patch Panel		\$1.02	
SUB LOOP	SOURCE	RECURRING RATE	NRC

2 Wire Voice Grade Feeder			
	Band 1		\$7.49
	Band 2		\$12.76
	Band 3		\$17.40
	Band 4		\$23.79
	Band 5		\$33.60
	Band 6		\$45.73
	Band 7		\$72.80
	Band 8		\$109.56
4 Wire Voice Grade Feeder			
	Band 1		\$12.05
	Band 2		\$20.54
	Band 3		\$28.08
	Band 4		\$38.30
	Band 5		\$54.10
	Band 6		\$73.62
	Band 7		\$117.21
	Band 8		\$176.39
2 Wire Voice Grade Distribution			
	Band 1		\$1.47
	Band 2		\$2.88
	Band 3		\$5.34
	Band 4		\$7.40
	Band 5		\$11.11
	Band 6		\$15.60
	Band 7		\$22.06
	Band 8		\$34.11
4 Wire Voice Grade Distribution			
	Band 1		\$2.37
	Band 2		\$4.31
	Band 3		\$8.60
	Band 4		\$11.92
	Band 5		\$17.88
	Band 6		\$25.12
	Band 7		\$35.52
	Band 8		\$54.92
2 Wire Digital Data Feeder			
	Band 1		\$7.49
	Band 2		\$12.76
	Band 3		\$17.40
	Band 4		\$23.79
	Band 5		\$33.60
	Band 6		\$45.73
	Band 7		\$72.80
	Band 8		\$109.56

4 Wire Digital Data Feeder			
Band 1		\$12.05	
Band 2		\$20.54	
Band 3		\$28.08	
Band 4		\$38.30	
Band 5		\$54.10	
Band 6		\$73.62	
Band 7		\$117.21	
Band 8		\$176.39	
2 Wire Digital Data Distribution			
Band 1		\$1.47	
Band 2		\$2.88	
Band 3		\$5.34	
Band 4		\$7.40	
Band 5		\$11.11	
Band 6		\$15.60	
Band 7		\$22.06	
Band 8		\$34.11	
4 Wire Digital Data Distribution			
Band 1		\$2.37	
Band 2		\$4.31	
Band 3		\$8.60	
Band 4		\$11.92	
Band 5		\$17.88	
Band 6		\$25.12	
Band 7		\$35.52	
Band 8		\$54.92	
Loops - Sub-Loops NRC			
Sub-Loop Interconnection (Stub Cable)			ICB
2-Wire First Line			\$62.36
2-Wire Addtl Line			\$12.99
2-Wire Re-install			\$29.45
4-Wire First Line			\$76.22
4-Wire Addtl Line			\$20.79
4-Wire Re-install			\$38.11
2-Wire Disconnect Charge			\$20.79
4-Wire Disconnect Charge			\$25.12
LOCAL SWITCHING	SOURCE	RECURRING RATE	NRC
Band 1		\$4.44	See NRC Section
Band 2		\$4.99	See NRC Section
Band 3		\$5.77	See NRC Section
Band 4		\$6.59	See NRC Section
Band 5		\$7.40	See NRC Section

Band 6		\$8.43	See NRC Section
ISDN		ICB	
CENTREX		ICB	
PBS		ICB	
DS1		ICB	
PBX Trunk Connection Analog			\$86.95
PBX Trunk Connection (DS0)			\$86.95
PBX Trunk Connection (DS1)			\$205.15
Customized Routing			
Switch Analysis			\$86.18
Host Switch Translations			\$1,723.60
Remote Switch Translations			\$1,292.70
Host TOPS Translations			\$344.72
Remote TOPS Translations			\$172.36
Operator Services Branding			
0+ Ten Digits			\$3,643.19
411			\$800.00
FEATURES	SOURCE	RECURRING RATE	NRC
CCF Package *		\$0.23	\$3.25
CLASS Package *		\$4.74	\$3.90
CENTREX Package *		\$10.47	\$24.86
- 3 Way Conf / Consult / Hold Transfer		\$1.80	\$15.73
- Conf Calling - 6 Way Station Control		\$2.35	\$15.73
- Dial Transfer to Tandem Tie Line		\$0.12	\$74.54
- Direct Connect		\$0.03	\$15.73
- Meet Me Conference		\$17.03	\$22.84
- Multi-Hunt Service		\$0.08	\$15.73
INTERIM NUMBER PORTABILITY	SOURCE	RECURRING RATE	NRC
RCF Residential	Commission Order	\$0.00	\$0.00
RCF Business	Commission Order	\$0.00	\$0.00
Call Path Residential	Commission Order	\$0.00	\$0.00
Call Path Business	Commission Order	\$0.00	\$0.00
	Should be tracking for potential recovery through permanent number portability.	Will be determined in Florida docket 950737-TP	
INP RATES SPECIFIC TO ACCESS SETTLEMENTS	SOURCE	RECURRING RATE	NRC
Per INP Line		\$5.89	
TANDEM SWITCHING	SOURCE	RECURRING RATE	NRC

		\$0.002085	
TRANSPORT	SOURCE	RECURRING RATE	NRC
DS0		See attached transport worksheet	\$153.58
DS1		See attached transport worksheet	\$143.50
DS3		See attached transport worksheet	\$153.58
Shared		\$0.000711	N/A
911 Trunk 2-Wire Analog			\$116.44
Transport - DS1 Dedicated - Install			\$79.80
Transport - DS3 Dedicated - Install			\$86.28
Interoffice Transmission - STP Ports			\$238.81
Interoffice Transmission - STP Link (56 kbps)			\$151.02
Multiplexing - DS1-DS0			\$75.21
Multiplexing - DS3-DS1			\$99.96
Dark Fiber Transport - Initial Installation, 1-4 Patch Cords, per CO			\$171.50
UNE COMBINATIONS	SOURCE	RECURRING RATE	NRC
UNE Platform			
UNE-P 2-Wire Analog Loop - First Line, Switching, Common Transport			\$72.98
UNE-P 2-Wire Analog Loop - Add'l Line ordered same time/loc, switching, common transport			\$23.61
UNE-P 2-Wire Analog Loop - migrate Loop, switching, common transport			\$14.21
Enhanced Extended Link (EEL 1); DS0 Loop, 1/0 Mux, DS1 Transport			
EEL 1 2-Wire Analog - First Line			\$296.75
EEL 1 2-Wire Analog - 2nd thru 24th lines, ordered same time/loc			\$111.67
EEL 1 2-Wire Analog - 2nd thru 24th lines, ordered different times			\$153.24
EEL 1 4-Wire Analog - First Line			\$327.30
EEL 1 4-Wire Analog - 2nd thru 24th lines, ordered same time/loc.			\$142.22
EEL 1 4-Wire Analog - 2nd thru 24th lines, ordered different times			\$183.79
EEL 1 2-Wire Digital Loop, First Line			\$348.23
EEL 1 2-Wire Digital - 2nd thru 24th lines, ordered same time/loc.			\$164.02
EEL 1 2-Wire Digital - 2nd thru 24th lines, ordered different times			\$204.73
EEL 1 4-Wire 56, 64 kbps Digital Loop - First Line			\$408.45
EEL 1 4-Wire 56, 64 kbps Digital, 2nd thru 24th lines ordered same			\$224.23
EEL 1 4-Wire 56, 64 kbps Digital, 2nd thru 24th lines ordered different			\$264.94
DS0 Loop		See Loop UNE Prices	
DS1 Transport		See Transport UNE Prices	

Channel Bank Shelf/Common (per DS1)		\$163.59	
Channel Bank Card (per DS0)		\$4.74	
Enhanced Extended Link (EEL 2); DS1 Loop, DS1 Transport			
EEL 2 - DS1 Loop, DS1 Interoffice Transport			\$357.21
DS1 Loop		See Loop UNE Prices	
DS1 Transport		See Transport UNE Prices	
Enhanced Extended Link (EEL 3); DS1 Loop, 3/1 Mux, DS3 Transport			
EEL 3 - DS1 Loop - First DS1, DS1/3 Multiplexing, DS3 Interoffice Transport			\$467.24
EEL 3 - DS1 Loop - 2nd thru 28th DS1's DS1/3 Multiplexing order same			\$269.55
EEL 3 - DS1 Loop - 2nd thru 28th DS1's DS1/3 Multiplexing order different			\$313.66
EEL 3 - DS1 Loop - Migrate DS1 to CLEC DS3			\$82.68
DS1 Loop		See Loop UNE Prices	
DS1 Transport		See Transport UNE Prices	
3/1 Multiplexing 9per DS3)		\$228.26	
Enhanced Extended Link (EEL 4); DS3 Loop, DS3 Transport			
EEL 4 - DS3 Loop, DS3 Interoffice Transport			ICB
EEL 4 - DS3 Loop, DS3 Transport - Migrate			ICB
RECIPROCAL COMPENSATION	SOURCE	RECURRING RATE	NRC
End Office		\$0.003671	NA
Tandem Switching		\$0.002085	NA
Transport			
DS1		Rate Varies	\$79.80
DS3		Rate Varies	\$86.28
Common		\$0.000711	N/A
INTERCONNECTION	SOURCE	RECURRING RATE	NRC
These rates apply when collocation is involved. For collocation rates, see the appropriate tariff.			
DS0 Elec X-Conn (DS0 UNECC)		\$0.94	N/A
DS1 Elec X-Conn (DS1 UNECC)		\$2.93	N/A
DS3 Elec X-Conn (DS3 UNECC)		\$25.85	N/A
DS1 Facility Cross Connect: 1/2 of a DS1 UNECC consisting of one DSX panel and high frequency cable.		\$1.47	N/A
COMMON CHANNEL SIGNALING INTERCONNECTION SERVICE	SOURCE	RECURRING RATE	NRC

STP Port		\$422.40	\$308.00
STP Switching		\$0.76	N/A
STP Transport Link 56.0 Kbps SS7 Link per month	IES Tariff	\$82.00	N/A
STP Transport Link 56.0 Kbps SS7 Link per mile	IES Tariff	\$4.80	N/A
STP Transport Link 1.544 Mbps SS7 Link per month	IES Tariff	\$97.50	N/A
STP Transport Link 1.544 Mbps SS7 Link per mile	IES Tariff	\$20.00	N/A
Multiplexing DS1 to DS0	IES Tariff	\$300.00	\$71.61
Originating Point Code (OPC)	IES Tariff		\$21.55
GlobalTitle Address Translation (GTT)	IES Tariff		\$10.77
LINE INFORMATION DATABASE	SOURCE	RECURRING RATE	NRC
LIDB Database Transport per query	IES Tariff	\$0.0016	
LIDB Database per query	IES Tariff	\$0.0366	
Toll Free Code Access Service query	IES Tariff	\$0.008822	
Toll Free Code Optional Service query	IES Tariff	\$0.001405	
DIRECTORY ASSISTANCE SERVICES	SOURCE	RECURRING RATE	NRC
DA Database Listing & Update per listing or update		\$0.05	
DA Data Base Query Service per query		\$0.0100	
TOLL & LOCAL OPERATOR SERVICES	SOURCE	RECURRING RATE	NRC
Toll and Local Assistance Service (Live)		\$0.414	
DA OPERATOR SERVICE	SOURCE	RECURRING RATE	NRC
DA Operator Service (Live)		\$0.353	
911 TANDEM PORT	SOURCE	RECURRING RATE	NRC
Per DSO Equivalent Port		\$15.81	\$116.44
STREET INDEX GUIDE	SOURCE	RECURRING RATE	NRC
Monthly Charge		\$41.00	
Tape Charge		\$50.00	
OPERATIONAL SUPPORT SYSTEMS	SOURCE	RECURRING RATE	NRC
OSS Interfaces		ICB	

LOOPS

Exchange	CLLI	Band	2 Wire Voice Grade Rate	4 Wire Voice Grade Rate	DS0 2 Wire Digital Data Loop or Interconne ction ADSL/ISD N-BRI	DS0 4 Wire Digital Data 56 or 64 kbps	DS1 4 Wire Digital Data DS1/T1/ISDN- PRI Loop or Interconnection	DS3 Digital Data Loop or Interconnection
Maitland XA	MTLDFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Maitland TC	MTLDFLTC	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Tallahassee - Calhoun	TLHSFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Tallahassee - FSU	TLHSFLXE	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Destin	DESTFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
South Fort Meyers	FTMYFLXC	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Boca Grande	BCGRFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Murdock	MRDCFLEXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Fort Myers	FTMYFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Winter Park	WNPKFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Fort Myers Beach	FTMBFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Lake Brantley	LKBRFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
North Naples	NNPLFLXA	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Naples Moorings	NPLSFLXD	1	\$ 10.78	\$ 18.80	\$ 11.65	\$ 20.30	\$ 64.49	ICB
Marco Island	MOISFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Altamonte Springs	ALSPFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Iona	IONAFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Goldenrod	GLRDFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Fort Walton Beach XB	FTWBFLXB	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Fort Walton Beach XA	FTWBFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Buenaventura Lakes	KSSMFLXD	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Tallahassee - Willis	TLHSFLXB	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Shalimar	SHLMFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Cypress Lake XA	CYLKFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Casselberry	CSLBFLXA	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB
Fort Walton Beach XC	FTWBFLXC	2	\$ 15.41	\$ 26.88	\$ 16.65	\$ 29.03	\$ 74.96	ICB

Cypress Lake XB	CYLKFLXB	2	\$	15.41	\$	26.88	\$	\$	\$	ICB
Orange City	ORCYFLXA	2	\$	15.41	\$	26.88	16.65	29.03	74.96	ICB
Ocala XJ	OCALFLXJ	2	\$	15.41	\$	26.88	\$	\$	\$	ICB
North Fort Myers XA	NFMYFLXA	2	\$	15.41	\$	26.88	16.65	29.03	74.96	ICB
Cape Coral	CPCRFLXA	2	\$	15.41	\$	26.88	\$	\$	\$	ICB
Bonita Springs	BNSPFLXA	2	\$	15.41	\$	26.88	16.65	29.03	74.96	ICB
Sanibel-Captiva Islands	SNISFLXA	2	\$	15.41	\$	26.88	\$	\$	\$	ICB
West Kissimmee	KSSMFLXB	2	\$	15.41	\$	26.88	16.65	29.03	74.96	ICB
Kissimmee	KSSMFLXA	2	\$	15.41	\$	26.88	\$	\$	\$	ICB
							16.65	29.03	74.96	
Windermere	WDRFLXA	3	\$	20.54	\$	35.85	\$	\$	\$	ICB
Highlands	OCALFLXC	3	\$	20.54	\$	35.85	22.20	38.72	84.83	ICB
Tallahassee - Perkins	TLHSFLXH	3	\$	20.54	\$	35.85	\$	\$	\$	ICB
Eustis	ESTSFLXA	3	\$	20.54	\$	35.85	22.20	38.72	84.83	ICB
San Carlos Park	SCPKFLXA	3	\$	20.54	\$	35.85	\$	\$	\$	ICB
North Cape Coral	CPCRFLXB	3	\$	20.54	\$	35.85	22.20	38.72	84.83	ICB
Tallahassee Blairstone	TLHSFLXD	3	\$	20.54	\$	35.85	\$	\$	\$	ICB
Port Charlotte	PTCTFLXA	3	\$	20.54	\$	35.85	22.20	38.72	84.83	ICB
Golden Gate	GLGCFLXA	3	\$	20.54	\$	35.85	\$	\$	\$	ICB
Tavares	TVRSFLXA	3	\$	20.54	\$	35.85	22.20	38.72	84.83	ICB
Apopka	APPKFLXA	3	\$	20.54	\$	35.85	\$	\$	\$	ICB
Westville	WSTVFLXA	3	\$	20.54	\$	35.85	22.20	38.72	84.83	ICB
Ocala XA	OCALFLXA	3	\$	20.54	\$	35.85	\$	\$	\$	ICB
Tallahassee - Mabry	TLHSFLXC	3	\$	20.54	\$	35.85	22.20	38.72	84.83	ICB
North Fort Myers XB	NFMYFLXB	3	\$	20.54	\$	35.85	\$	\$	\$	ICB
Naples South East	NPLSFLXC	3	\$	20.54	\$	35.85	22.20	38.72	84.83	ICB
Winter Garden	WNGRFLXA	3	\$	20.54	\$	35.85	\$	\$	\$	ICB
Leesburg	LSBGFLXA	3	\$	20.54	\$	35.85	22.20	38.72	84.83	ICB
Lady Lake (753)	LDLKFLXA	3	\$	20.54	\$	35.85	\$	\$	\$	ICB
Deltona Lakes	ORCYFLXC	3	\$	20.54	\$	35.85	22.20	38.72	84.83	ICB
Sebring	SBNGFLXA	3	\$	20.54	\$	35.85	\$	\$	\$	ICB
							22.20	38.72	84.83	
Shady Road	OCALFLXB	4	\$	27.09	\$	47.24	\$	\$	\$	ICB
Silver Springs Shores	SVSSFLXA	4	\$	27.09	\$	47.24	29.26	51.02	97.36	ICB
							29.26	51.02	97.36	

Clermont	CLMTFLXA	4	\$	27.09	\$	47.24	\$	\$	\$	ICB
Tallahassee Thomasville	TLHSFLXF	4	\$	27.09	\$	47.24	29.26	51.02	97.36	ICB
Lehigh Acres	LHACFLXA	4	\$	27.09	\$	47.24	\$	\$	\$	ICB
East Fort Meyers	FTMYFLXB	4	\$	27.09	\$	47.24	29.26	51.02	97.36	ICB
Montverde	MTVRFLXA	4	\$	27.09	\$	47.24	\$	\$	\$	ICB
Valparaiso/678	VLPRFLXA	4	\$	27.09	\$	47.24	29.26	51.02	97.36	ICB
Beverly Hills	BVHLFLXA	4	\$	27.09	\$	47.24	\$	\$	\$	ICB
Cape Haze	CPHZFLXA	4	\$	27.09	\$	47.24	29.26	51.02	97.36	ICB
Dade City	DDCYFLXA	4	\$	27.09	\$	47.24	\$	\$	\$	ICB
Punta Gorda	PNGRFLXA	4	\$	27.09	\$	47.24	29.26	51.02	97.36	ICB
Mount Dora	MTDRFLXA	4	\$	27.09	\$	47.24	\$	\$	\$	ICB
Crestview	CRVWFLXA	4	\$	27.09	\$	47.24	29.26	51.02	97.36	ICB
Crystal River	CRRVFLXA	4	\$	27.09	\$	47.24	\$	\$	\$	ICB
Lake Helen	LKHLFLXA	4	\$	27.09	\$	47.24	29.26	51.02	97.36	ICB
Clewiston	CLTNFLXA	4	\$	27.09	\$	47.24	\$	\$	\$	ICB
Sea Grove Beach	SGBHFLXA	4	\$	27.09	\$	47.24	29.26	51.02	97.36	ICB
St. Cloud	STCDFLXA	4	\$	27.09	\$	47.24	\$	\$	\$	ICB
Homosassa Spgs	HMSPLXA	4	\$	27.09	\$	47.24	29.26	51.02	97.36	ICB
Inverness	INVRFLXA	4	\$	27.09	\$	47.24	\$	\$	\$	ICB
Oklawaha	OKLWFLXA	4	\$	27.09	\$	47.24	29.26	51.02	97.36	ICB
Madison	MDSNFLXA	4	\$	27.09	\$	47.24	\$	\$	\$	ICB
Pine Island	PNISFLXA	4	\$	27.09	\$	47.24	29.26	51.02	97.36	ICB
Avon Park	AVPKFLXA	4	\$	27.09	\$	47.24	\$	\$	\$	ICB
Silver Springs	SVSPFLXA	4	\$	27.09	\$	47.24	29.26	51.02	97.36	ICB
Belleview	BLWVFLXA	5	\$	39.66	\$	69.17	\$	\$	\$	ICB
Chassohowitza	CHSWFLXA	5	\$	39.66	\$	69.17	42.84	74.70	124.02	ICB
Immokalee	IMKLFLXA	5	\$	39.66	\$	69.17	\$	\$	\$	ICB
Wildwood	WLWDFLXA	5	\$	39.66	\$	69.17	42.84	74.70	124.02	ICB
Moore Heaven	MRHNFLXA	5	\$	39.66	\$	69.17	\$	\$	\$	ICB
Arcadia	ARCDFLXA	5	\$	39.66	\$	69.17	42.84	74.70	124.02	ICB
Marianna	MRNNFLXA	5	\$	39.66	\$	69.17	\$	\$	\$	ICB
Lake Placid	LKPCFLXA	5	\$	39.66	\$	69.17	42.84	74.70	124.02	ICB
Okeechobee	OKCBFLXA	5	\$	39.66	\$	69.17	\$	\$	\$	ICB
Bushnell	BSHNFLXA	5	\$	39.66	\$	69.17	42.84	74.70	124.02	ICB

						42.84	74.70	124.02	
Santa Rosa Beach	SNRSFLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Alva	ALVAFLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Tallahassee XG	TLHSFLXG	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Astor	ASTRFLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Spring Lake	SLHLFLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Wauchula	WCHLFLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Starke	STRKFLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
San Antonio	SNANFLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Labelle	LBLFLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Groveland	GVLDLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Bowling Green	BWLGFLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Fort Meade	FTMDLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Howey-In-The-Hills	HOWYFLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Forest	OCNFFLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Trilacoochee	TLCHFLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Crawfordville	CFVLFLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Everglades	EVRGFLXA	5	\$ 39.66	\$ 69.17	\$	\$	\$	\$	ICB
					42.84	74.70	124.02		
Salt Springs	SSPRFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		
DeFuniak Springs	DFSPFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		
Umatilla	UMTLFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		
Sneads	SNDSFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		
Williston	WLSTFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		
Grand Ridge	GDRGFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		
Zolfo Springs	ZLSPFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		
Monticello	MNTIFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		
St. Marks	STMKFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		
Freeport	FRPTFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		
Bonifay	BNFYFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		
Cottondale	CTDLFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		
Lawtey	LWTYFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		
Panacea	PANCFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		
Reynolds Hill	RYHLFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		
Sopchoppy	SPCPFLXA	6	\$ 74.05	\$ 129.13	\$	\$	\$	\$	ICB
					79.98	139.46	194.40		

Malone	MALNFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Baker	BAKRFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Alford	ALFRFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Kingsley Lake	KGLKFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Greenville	GNVFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Ponce de Leon	PNLNFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Kenansville	KNVFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Lee	LEE FLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Glendale	GLDLFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Cherry Lake	CHLKFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB
Greenwood	GNWDFLXA	6	\$ 74.05	\$ 129.13	\$ 79.98	\$ 139.46	\$ 194.40	ICB

SUBLOOP FEEDER

Exchange	CLLI	2 Wire Voice Grade Feeder Subloop	4 Wire Voice Grade Feeder Subloop	2 Wire Digital Data Feeder SubLoop	4 Wire Digital Data Feeder Subloop
Maitland XA	MTLDFLXA	\$7.49	\$ 12.05	\$7.49	\$12.05
Altamonte Sprntgs	ALSPFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Cape Coral	CPCRFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Casselberry	CSLBFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Fort Myers Beach	FTMBFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Fort Myers	FTMYFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
South Fort Myers	FTMYFLXC	\$12.76	\$ 20.54	\$12.76	\$20.54
Fort Walton Beach XA	FTWBFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Fort Walton Beach XB	FTWBFLXB	\$12.76	\$ 20.54	\$12.76	\$20.54
Buenaventura Lakes	KSSMFLXD	\$12.76	\$ 20.54	\$12.76	\$20.54
Lake Brantley	LKBRFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Naples Moormgs	NPLSFLXD	\$12.76	\$ 20.54	\$12.76	\$20.54
Highlands	OCALFLXC	\$12.76	\$ 20.54	\$12.76	\$20.54
Shahmar	SHLMFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Tallahassee - Calhoun	TLHSFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Tallahassee - Willis	TLHSFLXB	\$12.76	\$ 20.54	\$12.76	\$20.54
Tallahassee - FSU	TLHSFLXE	\$12.76	\$ 20.54	\$12.76	\$20.54
Valparaiso	VLPRFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Valparaiso	VLPRFLXB	\$12.76	\$ 20.54	\$12.76	\$20.54
Winter Park	WNPKFLXA	\$12.76	\$ 20.54	\$12.76	\$20.54
Apopka	APPKFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Boca Grande	BCGRFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Bellevue	BLVWFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Bonita Springs	BNSPFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08
Beverly Hills	BVHLFLXA	\$17.44	\$ 28.08	\$17.44	\$28.08

Clermont	CLMTFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
North Cape Coral	CPCRFLXB	\$17.44	\$	28.08	\$17.44	\$28.08
Crestview	CRVWFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Cypress Lake XA	CYLKFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Cypress Lake XB	CYLKFLXB	\$17.44	\$	28.08	\$17.44	\$28.08
Destin	DESTFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Eustis	ESTSFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
East Fort Myers	FTMYFLXB	\$17.44	\$	28.08	\$17.44	\$28.08
Fort Walton Beach XC	FTWBFLXC	\$17.44	\$	28.08	\$17.44	\$28.08
Golden Gate	GLGCFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Goldenrod	GLRDFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Kissimmee	KSSMFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
West Kissimmee	KSSMFLXB	\$17.44	\$	28.08	\$17.44	\$28.08
Lady Lake	LDLKFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Lehigh Acres	LHACFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Leesburg	LSBGFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Marco Island	MOISFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Mount Dora	MTDRFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Montverde	MTVRFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
North Fort Myers XA	NFMYFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
North Fort Myers	NFMYFLXB	\$17.44	\$	28.08	\$17.44	\$28.08
North Naples	NNPLFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Naples Southeast	NPLSFLXC	\$17.44	\$	28.08	\$17.44	\$28.08
Ocala XA	OCALFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Shady Road	OCALFLXB	\$17.44	\$	28.08	\$17.44	\$28.08
Orange City	ORCYFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Deltona Lakes	ORCYFLXC	\$17.44	\$	28.08	\$17.44	\$28.08
Port Charlotte	PTCTFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Sebring	SBNGFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Sanibel Island	SNISFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Silver Springs Shores	SVSSFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Tallahassee - Mabry	TLHSFLXC	\$17.44	\$	28.08	\$17.44	\$28.08
Tallahassee - Blairstone	TLHSFLXD	\$17.44	\$	28.08	\$17.44	\$28.08
Tallahassee - Perkins	TLHSFLXH	\$17.44	\$	28.08	\$17.44	\$28.08
Tavares	TVRSFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Windermere	WDRFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Winter Garden	WNGRFLXA	\$17.44	\$	28.08	\$17.44	\$28.08
Avon Park	AVPKFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Chassahowitzka	CHSWFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Cape Haze	CPHZFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Crystal River	CRRVFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Dade City	DDCYFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Fort Meade	FTMDFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Homosassa Springs	HMSPLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Howey in the Hills	HOWYFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Inverness	INVRFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Lake Helen	LKHLFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Marianna	MRNNFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Punta Gorda	PNGRFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Pine Island	PNISFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Seagrove Beach	SGBHFLXA	\$23.79	\$	38.30	\$23.79	\$38.30

Santa Rosa Beach	SNRSFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Saint Cloud	STCDFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Starke	STRKFLXA	\$23.79	\$	38.30	\$23.79	\$38.30
Tallahassee - Thomasville	TLHSFLXF	\$23.79	\$	38.30	\$23.79	\$38.30
Alva	ALVAFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Arcadia	ARCDFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Astor	ASTRFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Bushnell	BSHNFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Bowling Green	BWLGLFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Crawfordville	CFVLFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Clewiston	CLTNFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Defuniak Springs	DFSPFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Groveland	GVLDLFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Immokalee	IMKLFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Labelle	LBLFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Lake Placid	LKPCFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Madison	MDSNFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Moore Haven	MRHNFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Forest	OCNFFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Okeechobee	OKCBFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Oklawaha	OKLWFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Spring Lake	SLHLFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
San Antonio	SNANFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Salt Springs	SSPRFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Silver Springs	SVSPFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Trilacoochee	TLCHFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Tallahassee XG	TLHSFLXG	\$33.60	\$	54.10	\$33.60	\$54.10
Umatilla	UMTLFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Wauchula	WCHLFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Wildwood	WLWDFLXA	\$33.60	\$	54.10	\$33.60	\$54.10
Bonifay	BNFYFLXA	\$45.73	\$	73.62	\$45.73	\$73.62
Freeport	FRPTFLXA	\$45.73	\$	73.62	\$45.73	\$73.62
Greenwood	GNWDFLXA	\$45.73	\$	73.62	\$45.73	\$73.62
Lawtey	LWTYFLXA	\$45.73	\$	73.62	\$45.73	\$73.62
Panacea	PANCFLXA	\$45.73	\$	73.62	\$45.73	\$73.62
Sneads	SNDSFLXA	\$45.73	\$	73.62	\$45.73	\$73.62
Williston	WLSTFLXA	\$45.73	\$	73.62	\$45.73	\$73.62
Alford	ALFRFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Baker	BAKRFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Cherry Lake	CHLKFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Cottondale	CTDLFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Everglades	EVRGFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Grand Ridge	GDRGFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Kingsley Lake	KGLKFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Malone	MALNFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Monticello	MNTIFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Ponce de Leon	PNLNFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Sopchoppy	SPCPFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Saint Marks	STMKFLXA	\$72.80	\$	117.21	\$72.80	\$117.21

Zolfo Springs	ZLSPFLXA	\$72.80	\$	117.21	\$72.80	\$117.21
Glendale	GLDLFLXA	\$109.56	\$	176.39	\$109.56	\$176.39
Greenville	GNVFLXA	\$109.56	\$	176.39	\$109.56	\$176.39
Kenansville	KNVFLXA	\$109.56	\$	176.39	\$109.56	\$176.39
Lee	LEE FLXA	\$109.56	\$	176.39	\$109.56	\$176.39
Reynolds Hill	RYHLFLXA	\$109.56	\$	176.39	\$109.56	\$176.39
Westville	WSTVFLXA	\$109.56	\$	176.39	\$109.56	\$176.39

SUBLOOP DISTRIBUTION

Exchange	CLLI	2 Wire Voice Grade Distribution Subloop		4 Wire Voice Grade Distribution Subloop	2 Wire Digital Data Distribution SubLoop	4 Wire Digital Data Distribution Subloop
Tallahassee - FSU	TLHSFLXE	\$1.47	\$	2.37	\$1.47	\$2.37
Maitland XA	MTLDFLXA	\$2.68	\$	4.31	\$2.68	\$4.31
Tallahassee - Calhoun	TLHSFLXA	\$2.68	\$	4.31	\$2.68	\$4.31
Cypress Lake XB	CYLKFLXB	\$5.34	\$	8.60	\$5.34	\$8.60
Destin	DESTFLXA	\$5.34	\$	8.60	\$5.34	\$8.60
Fort Myers Beach	FTMBFLXA	\$5.34	\$	8.60	\$5.34	\$8.60
South Fort Myers	FTMYFLXC	\$5.34	\$	8.60	\$5.34	\$8.60
Buenaventura Lakes	KSSMFLXD	\$5.34	\$	8.60	\$5.34	\$8.60
Lake Brantley	LKBRFLXA	\$5.34	\$	8.60	\$5.34	\$8.60
North Naples	NNPLFLXA	\$5.34	\$	8.60	\$5.34	\$8.60
Naples Moonrings	NPLSFLXD	\$5.34	\$	8.60	\$5.34	\$8.60
Shalimar	SHLMFLXA	\$5.34	\$	8.60	\$5.34	\$8.60
Winter Park	WNPKFLXA	\$5.34	\$	8.60	\$5.34	\$8.60
Altamonte Springs	ALSPFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Boca Grande	BCGRFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Bonita Springs	BNSPFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Clermont	CLMTFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Cape Coral	CPCRFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Casselberry	CSLBFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Cypress Lake XA	CYLKFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Fort Myers	FTMYFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Fort Walton Beach XA	FTWBFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Fort Walton Beach XB	FTWBFLXB	\$7.40	\$	11.92	\$7.40	\$11.92
Fort Walton Beach XC	FTWBFLXC	\$7.40	\$	11.92	\$7.40	\$11.92
Golden Gate	GLGCFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Goldenrod	GLRDFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Kissimmee	KSSMFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
West Kissimmee	KSSMFLXB	\$7.40	\$	11.92	\$7.40	\$11.92
Lady Lake	LDLKFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Marco Island	MOISFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
North Fort Myers XA	NFMYFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Naples Southeast	NPLSFLXC	\$7.40	\$	11.92	\$7.40	\$11.92
Orange City	ORCYFLXA	\$7.40	\$	11.92	\$7.40	\$11.92

Sanibel Island	SNISFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Tallahassee - Willis	TLHSFLXB	\$7.40	\$	11.92	\$7.40	\$11.92
Tallahassee - Blairstone	TLHSFLXD	\$7.40	\$	11.92	\$7.40	\$11.92
Valparaiso	VLPFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Valparaiso	VLPFLXB	\$7.40	\$	11.92	\$7.40	\$11.92
Windermere	WDRFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Winter Garden	WNGRFLXA	\$7.40	\$	11.92	\$7.40	\$11.92
Apopka	APPKFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Belleview	BLVWFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Beverly Hills	BVHLFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Chassahowitzka	CHSWFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Clewiston	CLTNFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
North Cape Coral	CPCRFLXB	\$11.11	\$	17.88	\$11.11	\$17.88
Cape Haze	CPHZFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Crestview	CRVWFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
East Fort Myers	FTMYFLXB	\$11.11	\$	17.88	\$11.11	\$17.88
Leesburg	LSBGFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Mount Dora	MTDRFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Montverde	MTVRFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
North Fort Myers	NFMYFLXB	\$11.11	\$	17.88	\$11.11	\$17.88
Ocala XA	OCALFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Shady Road	OCALFLXB	\$11.11	\$	17.88	\$11.11	\$17.88
Highlands	OCALFLXC	\$11.11	\$	17.88	\$11.11	\$17.88
Deltona Lakes	ORCYFLXC	\$11.11	\$	17.88	\$11.11	\$17.88
Punta Gorda	PNGRFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Pine Island	PNISFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Port Charlotte	PTCTFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Sebring	SBNGFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Seagrove Beach	SGBHFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Santa Rosa Beach	SNRSFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Saint Cloud	STCDFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Silver Springs Shores	SVSSFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Tallahassee - Mabry	TLHSFLXC	\$11.11	\$	17.88	\$11.11	\$17.88
Tallahassee - Thomasville	TLHSFLXF	\$11.11	\$	17.88	\$11.11	\$17.88
Tallahassee - Perkins	TLHSFLXH	\$11.11	\$	17.88	\$11.11	\$17.88
Tavares	TVRSFLXA	\$11.11	\$	17.88	\$11.11	\$17.88
Arcadia	ARCDFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Avon Park	AVPKFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Crystal River	CRRVFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Dade City	DDCYFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Eustis	ESTSFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Everglades	EVRGFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Fort Meade	FTMDFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Homosassa Springs	HMSPFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Howey in the Hills	HOWYFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Immokalee	IMKLFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Inverness	INVRFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Labelle	LBLFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Lehigh Acres	LHACFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Lake Helen	LKHLFLXA	\$15.60	\$	25.12	\$15.60	\$25.12

Lake Placid	LKPCFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Madison	MDSNFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Moore Haven	MRHNFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Marianna	MRNNFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Okeechobee	OKCBFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Spring Lake	SLHLFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
San Antonio	SNANFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Silver Springs	SVSPFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Wauchula	WCHLFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Wildwood	WLWDFLXA	\$15.60	\$	25.12	\$15.60	\$25.12
Alva	ALVAFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Astor	ASTRFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Bonifay	BNFYFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Bushnell	BSHNFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Bowling Green	BWLGFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Crawfordville	CFVLFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Defumak Springs	DFSPFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Freeport	FRPTFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Greenwood	GNWDFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Groveland	GVLDFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Monticello	MNTIFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Forest	OCNFFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Oklawaha	OKLWFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Panacea	PANCFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Sneads	SNDSFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Starke	STRKFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Tinlacoochee	TLCHFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Tallahassee XG	TLHSFLXG	\$22.06	\$	35.52	\$22.06	\$35.52
Umatilla	UMTLFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Williston	WLSTFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Zolfo Springs	ZLSPFLXA	\$22.06	\$	35.52	\$22.06	\$35.52
Alford	ALFRFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Baker	BAKRFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Cherry Lake	CHLKFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Cottondale	CTDLFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Grand Ridge	GDRGFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Glendale	GLDLFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Greenville	GNVLFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Kingsley Lake	KGLKFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Kenansville	KNVLFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Lee	LEE FLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Lawtey	LWTYFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Malone	MALNFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Ponce de Leon	PNLNFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Reynolds Hill	RYHLFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Sopchoppy	SPCPFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Salt Springs	SSPRFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Saint Marks	STMKFLXA	\$34.11	\$	54.92	\$34.11	\$54.92
Westville	WSTVFLXA	\$34.11	\$	54.92	\$34.11	\$54.92

LOCAL SWITCH

EXCHANGE	BAND	RATE
ALTAMONTE SPRINGS, FL	1	\$7.00
BONITA SPRINGS, FL	1	\$7.00
CYPRESS LAKE, FL	1	\$7.00
FT MYERS BEACH, FL	1	\$7.00
FT. MYERS, FL	1	\$7.00
FT. WALTON BEACH, FL	1	\$7.00
GOLDENROD, FL	1	\$7.00
LAKE BRANTLEY, FL	1	\$7.00
TALLAHASSEE, FL	1	\$7.00
WINTER PARK, FL	1	\$7.00
APOPKA, FL	2	\$7.00
CASSELBERRY, FL	2	\$7.00
CHERRY LAKE, FL	2	\$7.00
EUSTIS, FL	2	\$7.00
FREEPORT, FL	2	\$7.00
KISSIMMEE, FL	2	\$7.00
LEESBURG, FL	2	\$7.00
NAPLES MOORINGS, FL	2	\$7.00
NAPLES, FL	2	\$7.00
OCALA, FL	2	\$7.00
ORANGE CITY, FL	2	\$7.00
PORT CHARLOTTE, FL	2	\$7.00
TAVARES, FL	2	\$7.00
VALPRAISO, FL	2	\$7.00
WILDWOOD, FL	2	\$7.00
ALFORD, FL	3	\$7.00
ARCADIA, FL	3	\$7.00
ASTOR, FL	3	\$7.00
AVON PARK, FL	3	\$7.00
BAKER, FL	3	\$7.00
BELLEVIEW, FL	3	\$7.00
BEVERLY HILLS, FL	3	\$7.00
BONIFAY, FL	3	\$7.00
BOWLING GREEN, FL	3	\$7.00
COTTONDALE, FL	3	\$7.00
CRESTVIEW, FL	3	\$7.00
CRYSTAL RIVER, FL	3	\$7.00
DADE CITY, FL	3	\$7.00
DESTIN, FL	3	\$7.00
EVERGLADES, FL	3	\$7.00
FOREST, FL	3	\$7.00
GLENDALE, FL	3	\$7.00
GREENVILLE, FL	3	\$7.00
GREENWOOD, FL	3	\$7.00
HOMOSASSA SPRINGS, FL	3	\$7.00

HOWEY-IN-THE-HILLS, FL	3	\$7.00
IMMOKALEE, FL	3	\$7.00
INVERNESS, FL	3	\$7.00
KENANSVILLE, FL	3	\$7.00
KINGSLEY LAKE, FL	3	\$7.00
LABELLE, FL	3	\$7.00
LADY LAKE, FL	3	\$7.00
LAWTEY, FL	3	\$7.00
LEE, FL	3	\$7.00
LEHIGH ACRES, FL	3	\$7.00
MADISON, FL	3	\$7.00
MAITLAND, FL	3	\$7.00
MALONE, FL	3	\$7.00
MARCO ISLAND, FL	3	\$7.00
MONTICELLO , FL	3	\$7.00
MONTVERDE, FL	3	\$7.00
MT. DORA, FL	3	\$7.00
NORTH NAPLES, FL	3	\$7.00
OKEECHOBEE, FL	3	\$7.00
OKLAWAHA, FL	3	\$7.00
PANACEA, FL	3	\$7.00
PONCE DE LEON, FL	3	\$7.00
REYNOLDS HILL, FL	3	\$7.00
SALT SPRINGS, FL	3	\$7.00
SANTA ROSA, FL	3	\$7.00
SEA GROVE BEACH, FL	3	\$7.00
SHADY ROAD, FL	3	\$7.00
SILVER SPRINGS SHORES, FL	3	\$7.00
SNEADS, FL	3	\$7.00
SOPCHOPPY, FL	3	\$7.00
ST. CLOUD, FL	3	\$7.00
ST. MARKS, FL	3	\$7.00
STARKE, FL	3	\$7.00
UMATILLA, FL	3	\$7.00
WEST KISSIMMEE, FL	3	\$7.00
WESTVILLE, FL	3	\$7.00
WILLISTON, FL	3	\$7.00
WINTER GARDEN, FL	3	\$7.00
BOCA GRANDE, FL	4	\$7.00
CAPE CORAL, FL	4	\$7.00
CLERMONT, FL	4	\$7.00
CLEWISTON, FL	4	\$7.00
CRAWFORDVILLE, FL	4	\$7.00
DEFUNIAK SPRINGS, FL	4	\$7.00
FORT MEADE, FL	4	\$7.00
MOORE HAVEN, FL	4	\$7.00
NORTH CAPE CORAL, FL	4	\$7.00
NORTH FT. MYERS, FL	4	\$7.00
PINE ISLAND, FL	4	\$7.00
REEDY CREEK, FL	4	\$7.00
WAUCHULA, FL	4	\$7.00

WINDERMERE, FL	4	\$7.00
ZOLFO SPRINGS, FL	4	\$7.00
BUSHNELL, FL	5	\$7.00
CAPE HAZE, FL	5	\$7.00
GROVELAND, FL	5	\$7.00
LAKE PLACID, FL	5	\$7.00
MARIANNA, FL	5	\$7.00
PUNTA GORDA, FL	5	\$7.00
SAN ANTONIO, FL	5	\$7.00
SANIBEL ISLAND, FL	5	\$7.00
SEBRING, FL	5	\$7.00
SHALIMAR, FL	5	\$7.00
SPRING LAKE, FL	5	\$7.00
TRILLACOCHEE, FL	5	\$7.00

END OFFICE

EXCHANGE	RATE
ALFORD, FL	\$0.003671
APOPKA, FL	\$0.003671
ARCADIA, FL	\$0.003671
ASTOR, FL	\$0.003671
AVON PARK, FL	\$0.003671
BAKER, FL	\$0.003671
BELLEVIEW, FL	\$0.003671
BEVERLY HILLS, FL	\$0.003671
BOCA GRANDE, FL	\$0.003671
BONIFAY, FL	\$0.003671
BONITA SPRINGS, FL	\$0.003671
BOWLING GREEN, FL	\$0.003671
BUSHNELL, FL	\$0.003671
CAPE CORAL, FL	\$0.003671
CAPE HAZE, FL	\$0.003671
CASSELBERRY, FL	\$0.003671
CHERRY LAKE, FL	\$0.003671
CLERMONT, FL	\$0.003671
CLEWISTON, FL	\$0.003671
COTTONDALE, FL	\$0.003671
CRAWFORDVILLE, FL	\$0.003671
CRESTVIEW, FL	\$0.003671
CRYSTAL RIVER, FL	\$0.003671
CYPRESS LAKE, FL	\$0.003671
DADE CITY, FL	\$0.003671
DEFUNIAK SPRINGS, FL	\$0.003671
DESTIN, FL	\$0.003671
EUSTIS, FL	\$0.003671
EVERGLADES, FL	\$0.003671
FOREST, FL	\$0.003671
FORT MEADE, FL	\$0.003671

FREEPORT, FL	\$0.003671
FT MYERS BEACH, FL	\$0.003671
FT. MYERS, FL	\$0.003671
FT. WALTON BEACH, FL	\$0.003671
GLENDALE, FL	\$0.003671
GOLDENROD, FL	\$0.003671
GREENVILLE, FL	\$0.003671
GREENWOOD, FL	\$0.003671
GROVELAND, FL	\$0.003671
HOMOSASSA SPRINGS, FL	\$0.003671
HOWEY-IN-THE-HILLS, FL	\$0.003671
IMMOKALEE, FL	\$0.003671
INVERNESS, FL	\$0.003671
KENANSVILLE, FL	\$0.003671
KINGSLEY LAKE, FL	\$0.003671
KISSIMMEE, FL	\$0.003671
LABELLE, FL	\$0.003671
LADY LAKE, FL	\$0.003671
LAKE BRANTLEY, FL	\$0.003671
LAKE PLACID, FL	\$0.003671
LAWTEY, FL	\$0.003671
LEE, FL	\$0.003671
LEESBURG, FL	\$0.003671
LEHIGH ACRES, FL	\$0.003671
MADISON, FL	\$0.003671
MAITLAND, FL	\$0.003671
MALONE, FL	\$0.003671
MARCO ISLAND, FL	\$0.003671
MARIANNA, FL	\$0.003671
MONTICELLO, FL	\$0.003671
MONTVERDE, FL	\$0.003671
MOORE HAVEN, FL	\$0.003671
MT. DORA, FL	\$0.003671
NAPLES MOORINGS, FL	\$0.003671
NAPLES, FL	\$0.003671
NORTH CAPE CORAL, FL	\$0.003671
NORTH FT. MYERS, FL	\$0.003671
NORTH NAPLES, FL	\$0.003671
OCALA, FL	\$0.003671
OKEECHOBEE, FL	\$0.003671
OKLAWAHA, FL	\$0.003671
ORANGE CITY, FL	\$0.003671
PANACEA, FL	\$0.003671
PINE ISLAND, FL	\$0.003671
PONCE DE LEON, FL	\$0.003671
PORT CHARLOTTE, FL	\$0.003671
PUNTA GORDA, FL	\$0.003671
REEDY CREEK, FL	\$0.003671
REYNOLDS HILL, FL	\$0.003671
SALT SPRINGS, FL	\$0.003671
SAN ANTONIO, FL	\$0.003671
SANIBEL ISLAND, FL	\$0.003671

SANTA ROSA, FL	\$0.003671
SEA GROVE BEACH, FL	\$0.003671
SEBRING, FL	\$0.003671
SHADY ROAD, FL	\$0.003671
SHALIMAR, FL	\$0.003671
SILVER SPRINGS SHORES, FL	\$0.003671
SNEADS, FL	\$0.003671
SOPCHOPPY, FL	\$0.003671
SPRING LAKE, FL	\$0.003671
ST. CLOUD, FL	\$0.003671
ST. MARKS, FL	\$0.003671
STARKE, FL	\$0.003671
TALLAHASSEE, FL	\$0.003671
TAVARES, FL	\$0.003671
TRILLACOCHEE, FL	\$0.003671
UMATILLA, FL	\$0.003671
VALPRAISO, FL	\$0.003671
WAUCHULA, FL	\$0.003671
WEST KISSIMMEE, FL	\$0 003671
WESTVILLE, FL	\$0.003671
WILDWOOD, FL	\$0.003671
WILLISTON, FL	\$0.003671
WINDERMERE, FL	\$0.003671
WINTER GARDEN, FL	\$0.003671
WINTER PARK, FL	\$0.003671
ZOLFO SPRINGS, FL	\$0.003671

TRANSPORT BANDS

Florida Bands

Bands	DS1	DS3
1	\$ 71.95	\$ 1,178.36
2	\$ 86.39	\$ 1,771.38
3	\$ 114.14	\$ 2,356.73
4	\$ 124.39	\$ 2,654.34
5	\$ 131.95	\$ 2,771.35
6	\$ 136.41	\$ 2,949.75
7	\$ 138.82	\$ 3,247.36
8	\$ 149.76	\$ 3,535.09
9	\$ 156.33	\$ 3,832.70
10	\$ 158.34	\$ 3,949.71
11	\$ 174.14	\$ 4,425.72
12	\$ 174.82	\$ 5,011.07
13	\$ 184.39	\$ 5,018.74
14	\$ 188.84	\$ 5,308.68
15	\$ 191.95	\$ 5,512.99
16	\$ 196.34	\$ 5,604.09
17	\$ 202.19	\$ 5,901.70
18	\$ 206.77	\$ 6,197.11

19	\$ 210.77	\$ 6,487.04
20	\$ 227.25	\$ 6,494.72
21	\$ 229.95	\$ 6,512.95
22	\$ 238.53	\$ 6,691.36
23	\$ 247.76	\$ 7,080.06
24	\$ 248.78	\$ 7,284.38
25	\$ 256.34	\$ 7,375.47
26	\$ 260.80	\$ 7,665.40
27	\$ 263.21	\$ 7,673.08
28	\$ 265.56	\$ 8,258.42
29	\$ 271.23	\$ 8,760.35
30	\$ 274.14	\$ 9,760.31
31	\$ 278.72	\$ 9,938.72
32	\$ 307.76	\$ 11,117.08
33	\$ 318.00	\$ 11,821.63
34	\$ 326.58	\$ 12,593.05
35	\$ 331.16	\$ 12,888.46
36	\$ 335.16	\$ 13,771.42
37	\$ 345.60	\$ 15,068.99
38	\$ 363.56	\$ 1,077.23
39	\$ 389.95	\$ 2,155.00
40	\$ 395.62	\$ 1,607.00 new
41	\$ 408.97	
42	\$ 454.53	
43	\$ 504.27	
44	\$ 514.53	
45	\$ 533.35	
46	\$ 570.34	
47	\$ 628.66	
48	\$ 458.07	
49	\$ 474.31	
50	\$ 477.27	
51	\$ 519.78	
52	\$ 524.05	
53	\$ 526.54	
54	\$578.30	
55	\$ 665.28	
56	\$ 696.81	
57	\$ 729.33	
58	\$ 732.29	
59	\$ 835.55	
60	\$1,364.32	
61	\$1,773.11	
62	\$2,075.02	
63	\$2,181.90	
64	\$2,430.37	
65	\$ 40.00	
66	\$ 118.00	\$ 1,423.00 new
67	\$ 158.00	new
68		\$ 2,527.00
69	\$1,207.55	new
70	\$ 84.85	\$ 1,109.17 new

(per Beth 8/11/00)

71	\$ 123.51	\$ 2,227.17 new
72	\$ 205.87	\$ 3,266.92 new
73	\$ 121.03	
74	\$ 727.18	
75	\$126.34	\$2,306.35 new

TRANSPORT

Route (Exchange to Exchange)		Route (CLLI codes)		Monthly Stipulated Rates for Dedicated Transport			
Originating	Terminating	Originating	Terminating	Monthly DSO	Monthly DS1	Monthly DS3	Common per MOU
Alford	Cottondale	ALFRFLXA	CTDLFLXA	\$ 33.54	\$ 86.39	\$ 1,178.36	\$ 0.000711
Alford	Marianna	ALFRFLXA	MRNNFLXA	37.06	149.76	2,356.73	0.000711
Altamonte Springs	Apopka	ALSPFLXA	APPKFLXA	32.73	71.95	1,178.36	0.000711
Altamonte Springs	Casselberry	ALSPFLXA	CSLBFLXA	33.54	86.39	1,178.36	0.000711
Altamonte Springs	Celebration*	ALSPFLXA	CLBRFLAD *	23.05	156.33	3,535.09	0.000711
Altamonte Springs	East Orange*	ALSPFLXA	EORNFLXA *	20.71	114.14	2,356.73	0.000711
Altamonte Springs	Geneva*	ALSPFLXA	GENVFLXA *	20.71	114.14	2,356.73	0.000711
Altamonte Springs	Goldenrod	ALSPFLXA	GLRDFLXA	33.54	86.39	1,178.36	0.000711
Altamonte Springs	Lake Brantley	ALSPFLXA	LKBRFLXA	32.73	71.95	1,178.36	0.000711
Altamonte Springs	Lake Buena Vista*	ALSPFLXA	LKBNFLXA *	23.05	156.33	3,535.09	0.000711
Altamonte Springs	Maitland	ALSPFLXA	MTLDFLXA	32.73	71.95	1,178.36	0.000711
Altamonte Springs	Montverde	ALSPFLXA	MTVRFLXA	41.99	238.53	5,604.09	0.000711
Altamonte Springs	Orlando*	ALSPFLXA	ORLDFLXA *	20.71	114.14	2,356.73	0.000711
Altamonte Springs	Oviedo	ALSPFLXA	OVIDFLCA	35.08	114.14	2,356.73	0.000711
Altamonte Springs	Reedy Creek	ALSPFLXA	KSSMFLXC	38.41	174.14	3,535.09	0.000711
Altamonte Springs	Sanford*	ALSPFLXA	SNFRFLMA *	20.71	114.14	2,356.73	0.000711
Altamonte Springs	Windermere	ALSPFLXA	WNRDRLXA	38.41	174.14	3,535.09	0.000711
Altamonte Springs	Winter Garden	ALSPFLXA	WNGRFLXA	35.08	114.14	2,356.73	0.000711
Altamonte Springs	Winter Park	ALSPFLXA	WNPKFLXA	33.54	86.39	1,178.36	0.000711
Alva	Bonita Springs	ALVAFLXA	BNSPFLXA	33.54	86.39	1,178.36	0.000711
Alva	Cape Coral	ALVAFLXA	CPCRFLXA	36.32	136.41	2,771.35	0.000711
Alva	East Fort Myers	ALVAFLXA	FTMYFLXB	33.54	86.39	1,178.36	0.000711
Alva	Fort Myers	ALVAFLXA	FTMYFLXA	33.54	86.39	1,178.36	0.000711
Alva	Fort Myers Beach	ALVAFLXA	FTMBFLXA	32.73	86.39	1,178.36	0.000711

					71.95	1,178.36	
Alva	Fort Myers Regional Airport	ALVAFLXA	RGAPFLXA	37.53			0.000711
Alva	Lehigh Acres	ALVAFLXA	LHACFLXA	33.54	158.34	2,949.75	0.000711
Alva	North Cape Coral	ALVAFLXA	CPCRFLXB	36.32	86.39	1,178.36	0.000711
Alva	North Fort Myers	ALVAFLXA	NFMYFLXA	36.32	136.41	2,771.35	0.000711
Alva	Pine Island	ALVAFLXA	PNISFLXA	32.73	136.41	2,771.35	0.000711
Alva	Sanibel-Captiva Islands	ALVAFLXA	SNISFLXA	32.73	71.95	1,178.36	0.000711
Alva	South Fort Myers	ALVAFLXA	FTMYFLXC	33.54	71.95	1,178.36	0.000711
Apopka	Casselberry	APPKFLXA	CSLBFLXA	36.07	86.39	1,178.36	0.000711
Apopka	Celebration*	APPKFLXA	CLBRFLAD *	20.71	131.95	2,356.73	0.000711
Apopka	East Orange*	APPKFLXA	EORNFLXA *	20.71	114.14	2,356.73	0.000711
Apopka	Goldenrod	APPKFLXA	GLRDFLXA	36.07	114.14	2,356.73	0.000711
Apopka	Lake Brantley	APPKFLXA	LKBRFLXA	32.73	131.95	2,356.73	0.000711
Apopka	Lake Buena Vista*	APPKFLXA	LKBNFLXA *	20.71	71.95	1,178.36	0.000711
Apopka	Maitland	APPKFLXA	MTLDFLXA	32.73	114.14	2,356.73	0.000711
Apopka	Montverde	APPKFLXA	MTVRFLXA	40.45	71.95	1,178.36	0.000711
Apopka	Orlando*	APPKFLXA	ORLDFLXA *	20.71	210.77	4,425.72	0.000711
Apopka	Reedy Creek	APPKFLXA	KSSMFLXC	36.07	114.14	2,356.73	0.000711
Apopka	Windermere	APPKFLXA	WNRDFLXA	36.07	131.95	2,356.73	0.000711
Apopka	Winter Garden	APPKFLXA	WNGRFLXA	32.73	131.95	2,356.73	0.000711
Apopka	Winter Park	APPKFLXA	WNPKFLXA	32.73	71.95	1,178.36	0.000711
Astor	Clermont	ASTRFLXA	CLMTFLXA	39.97	71.95	1,178.36	0.000711
Astor	Eustis	ASTRFLXA	ESTSFLXA	39.97	202.19	4,425.72	0.000711
Astor	Groveland	ASTRFLXA	GVLDFLXA	46.40	202.19	4,425.72	0.000711
Astor	Howey	ASTRFLXA	HOWYFLXA	46.88	318.00	7,080.06	0.000711
Astor	Lady Lake	ASTRFLXA	LDLKFLXA	43.49	326.58	7,673.08	0.000711
Astor	Leesburg	ASTRFLXA	LSBGFLXA	39.97	265.56	6,197.11	0.000711
Astor	Monteverde	ASTRFLXA	MTVRFLXA	46.88	202.19	4,425.72	0.000711
Astor	Mt. Dora	ASTRFLXA	MTDRFLXA	39.97	326.58	7,673.08	0.000711
Astor	Tavares	ASTRFLXA	TVRSFLXA	39.97	202.19	4,425.72	0.000711
Astor	Umatilla	ASTRFLXA	UMTLFLXA	36.45	202.19	4,425.72	0.000711
Baker	Crestview	BAKRFLXA	CRVWFLXA	35.65	138.82	3,247.36	0.000711
Belleview	Citra*	BLVWFLXA	CITRFLXA *	28.99	124.39	3,247.36	0.000711
Belleview	Dunnellon*	BLVWFLXA	DNLNFLXA *	24.61	263.21	5,308.68	0.000711
Belleview	Forest	BLVWFLXA	OCNFFLXA	42.50	184.39	3,832.70	0.000711

					247.76	5,604.09	
Belleview	Highlands	BLVWFLXA	OCALFLXC	36.07			0.000711
Belleview	Lady Lake (821)	BLVWFLXA	LDLKFLXB	33.54	131.95	2,356.73	0.000711
Belleview	McIntosh*	BLVWFLXA	MCINFLXA *	28.99	86.39	1,771.38	0.000711
Belleview	Ocala	BLVWFLXA	OCALFLXA	36.45	263.21	5,308.68	0.000711
Belleview	Oklawaha	BLVWFLXA	OKLWFLXA	32.73	138.82	2,654.34	0.000711
Belleview	Orange Springs*	BLVWFLXA	ORSPFLXA *	28.99	71.95	1,178.36	0.000711
Belleview	Salt Springs	BLVWFLXA	SSPRFLXA	53.99	263.21	5,308.68	0.000711
Belleview	Silver Springs Shores	BLVWFLXA	SVSSFLXA	32.73	454.53	11,117.08	0.000711
Beverly Hills	Chassahowitzka	BVHLFLXA	CHSWFLXA	43.23	71.95	1,178.36	0.000711
Beverly Hills	Crystal River	BVHLFLXA	CRRVFLXA	39.23	260.80	5,018.74	0.000711
Beverly Hills	Homosassa Springs	BVHLFLXA	HMSPLXA	39.23	188.84	3,247.36	0.000711
Beverly Hills	Inverness	BVHLFLXA	INVRFLXA	39.23	188.84	3,247.36	0.000711
Bonifay	Reynolds Hill	BNFYFLXA	RYHLFLXA	32.73	188.84	3,247.36	0.000711
Bonifay	Westville	BNFYFLXA	WSTVFLXA	35.65	71.95	1,771.38	0.000711
Bonita Springs	Cypress Lake	BNSPFLXA	CYLKFLXA	33.54	124.39	3,247.36	0.000711
Bonita Springs	East Fort Myers	BNSPFLXA	FTMYFLXB	33.54	86.39	1,178.36	0.000711
Bonita Springs	Fort Myers	BNSPFLXA	FTMYFLXA	33.54	86.39	1,178.36	0.000711
Bonita Springs	Fort Myers Beach	BNSPFLXA	FTMBFLXA	36.07	86.39	1,178.36	0.000711
Bonita Springs	Golden Gate	BNSPFLXA	GLGCFLXA	33.54	131.95	2,356.73	0.000711
Bonita Springs	Naples	BNSPFLXA	NPLSFLXA	33.54	86.39	1,178.36	0.000711
Bonita Springs	Naples Moorings	BNSPFLXA	NPLSFLXD	33.54	86.39	1,178.36	0.000711
Bonita Springs	Naples Southeast	BNSPFLXA	NPLSFLXC	33.54	86.39	1,178.36	0.000711
Bonita Springs	North Naples	BNSPFLXA	NNPLFLXA	33.54	86.39	1,178.36	0.000711
Bowling Green	Wauchula	BWLGFLXA	WCHLFLXA	33.54	86.39	1,178.36	0.000711
Bowling Green	Zolfo Springs	BWLGFLXA	ZLSPFLXA	35.65	86.39	1,178.36	0.000711
Buenaventura Lakes	Kissimmee	KSSMFLXD	KSSMFLXA	32.73	124.39	2,654.34	0.000711
Bushnell	Wildwood	BSHNFLXA	WLWDFLXA	39.97	71.95	1,771.38	0.000711
Cape Coral	Cypress Lake	CPCRFLXA	CYLKFLXA	36.32	202.19	4,425.72	0.000711
Cape Coral	East Fort Meyers	CPCRFLXA	FTMYFLXB	36.32	136.41	2,771.35	0.000711
Cape Coral	Fort Myers	CPCRFLXA	FTMYFLXA	36.32	136.41	2,771.35	0.000711
Cape Coral	Fort Myers Beach	CPCRFLXA	FTMBFLXA	38.45	136.41	2,771.35	0.000711
Cape Coral	North Cape Coral	CPCRFLXA	CPCRFLXB	36.32	174.82	3,949.71	0.000711
Cape Coral	North Fort Myers	CPCRFLXA	NFMYFLXA	36.32	136.41	2,771.35	0.000711
Cape Coral	Pine Island	CPCRFLXA	PNISFLXA	38.45	136.41	2,771.35	0.000711

					174.82	3,949.71	
Cape Coral	Sanibel-Captiva Islands	CPCRFLXA	SNISFLXA	38.45			0.000711
Casselberry	Celebration*	CSLBFLXA	CLBRFLAD *	24.04	174.82	3,949.71	0.000711
Casselberry	East Orange*	CSLBFLXA	EORNFLXA *	21.70	174.14	3,535.09	0.000711
Casselberry	Geneva*	CSLBFLXA	GENVFLXA *	21.70	131.95	2,356.73	0.000711
Casselberry	Goldenrod	CSLBFLXA	GLRDFLXA	33.54	131.95	2,356.73	0.000711
Casselberry	Lake Brantley	CSLBFLXA	LKBRFLXA	36.07	86.39	1,178.36	0.000711
Casselberry	Lake Buena Vista*	CSLBFLXA	LKBNFLXA *	24.04	131.95	2,356.73	0.000711
Casselberry	Maitland	CSLBFLXA	MTLDFLXA	36.07	174.14	3,535.09	0.000711
Casselberry	Montverde	CSLBFLXA	MTVRFLXA	42.98	131.95	2,356.73	0.000711
Casselberry	Orlando*	CSLBFLXA	ORLDFLXA *	21.70	256.34	5,604.09	0.000711
Casselberry	Oviedo	CSLBFLXA	OVIDFLCA	36.07	131.95	2,356.73	0.000711
Casselberry	Reedy Creek	CSLBFLXA	KSSMFLXC	39.40	131.95	2,356.73	0.000711
Casselberry	Sanford*	CSLBFLXA	SNFRFLMA *	21.70	191.95	3,535.09	0.000711
Casselberry	Windermere	CSLBFLXA	WNDRFLXA	39.40	131.95	2,356.73	0.000711
Casselberry	Winter Garden	CSLBFLXA	WNGRFLXA	36.07	191.95	3,535.09	0.000711
Casselberry	Winter Park	CSLBFLXA	WNPKFLXA	33.54	131.95	2,356.73	0.000711
Chassahowitzka	Crystal River	CHSWFLXA	CRRVFLXA	43.23	86.39	1,178.36	0.000711
Chassahowitzka	Homosassa	CHSWFLXA	HMSPFLXA	32.73	260.80	5,018.74	0.000711
Chassahowitzka	Inverness	CHSWFLXA	INVRFLXA	43.23	71.95	1,771.38	0.000711
Cherry Lake	Greenville	CHLKFLXA	GNVFLFLXA	47.13	260.80	5,018.74	0.000711
Cherry Lake	Lee	CHLKFLXA	LEE_FLXA	44.22	331.16	8,760.35	0.000711
Cherry Lake	Madison	CHLKFLXA	MDSNFLXA	40.22	278.72	7,284.38	0.000711
Clermont	Celebration*	CLMTFLXA	CLBRFLAD *	21.70	206.77	5,512.99	0.000711
Clermont	Eustis	CLMTFLXA	ESTSFLXA	33.54	131.95	2,356.73	0.000711
Clermont	Groveland	CLMTFLXA	GVLOFLXA	36.45	86.39	1,178.36	0.000711
Clermont	Howey	CLMTFLXA	HOWYFLXA	40.45	138.82	2,654.34	0.000711
Clermont	Lady Lake	CLMTFLXA	LDLKFLXA	39.97	210.77	4,425.72	0.000711
Clermont	Leesburg	CLMTFLXA	LSBGFLXA	33.54	202.19	4,425.72	0.000711
Clermont	Lake Buena Vista*	CLMTFLXA	LKBNFLXA *	21.70	86.39	1,178.36	0.000711
Clermont	Montverde	CLMTFLXA	MTVRFLXA	40.45	131.95	2,356.73	0.000711
Clermont	Mt. Dora	CLMTFLXA	MTDRFLXA	33.54	210.77	4,425.72	0.000711
Clermont	Orlando*	CLMTFLXA	ORLDFLXA *	24.04	86.39	1,178.36	0.000711
Clermont	Reedy Creek	CLMTFLXA	KSSMFLXC	33.54	174.14	3,535.09	0.000711
Clermont	Tavares	CLMTFLXA	TVRSFLXA	33.54	86.39	1,178.36	0.000711

					86.39	1,178.36	
Clermont	Umatilla	CLMTFLXA	UMTLFLXA	39.97			0.000711
Clermont	Windermere	CLMTFLXA	WNRFLXA	39.40	202.19	4,425.72	0.000711
Clermont	Winter Garden	CLMTFLXA	WNGRFLXA	33.54	191.95	3,535.09	0.000711
Cottdale	Marianna	CTDLFLXA	MRNNFLXA	33.54	86.39	1,178.36	0.000711
Crawfordville	Alligator Point*	CFVLFLXA	ARNFLXA *	42.38	86.39	1,178.36	0.000711
Crawfordville	Carrabelle*	CFVLFLXA	CRBLFLXA *	42.38	504.27	11,821.63	0.000711
Crawfordville	Panacea	CFVLFLXA	PNACFLXA	35.65	504.27	11,821.63	0.000711
Crawfordville	Sopchoppy	CFVLFLXA	SPCPFLXA	43.81	124.39	3,247.36	0.000711
Crawfordville	St. Marks	CFVLFLXA	STMKFLXA	35.65	271.23	6,512.95	0.000711
Crawfordville	Tallahassee	CFVLFLXA	TLHSFLXD	43.81	124.39	3,247.36	0.000711
Crestview	Laurel Hill*	CRVWFLXA	LRHLFLXA *	18.37	271.23	6,512.95	0.000711
Crystal River	Homosassa Springs	CRRVFLXA	HMSPLXA	39.23	71.95	1,178.36	0.000711
Crystal River	Inverness	CRRVFLXA	INVRFLXA	39.23	188.84	3,247.36	0.000711
Crystal River	Yankeetown*	CRRVFLXA	YNTWFLMA *	26.99	188.84	3,247.36	0.000711
Cypress Lake	East Fort Myers	CYLKFLXA	FTMYFLXB	33.54	227.25	4,425.72	0.000711
Cypress Lake	Fort Myers	CYLKFLXA	FTMYFLXA	33.54	86.39	1,178.36	0.000711
Cypress Lake	Fort Myers Beach	CYLKFLXA	FTMBFLXA	32.73	86.39	1,178.36	0.000711
Cypress Lake	Fort Myer Regional Airport	CYLKFLXA	RGAPFLXA	32.73	71.95	1,178.36	0.000711
Cypress Lake	Lehigh Acres	CYLKFLXA	LHACFLXA	33.54	71.95	1,771.38	0.000711
Cypress Lake	North Cape Coral	CYLKFLXA	CPCRFLXB	36.32	86.39	1,178.36	0.000711
Cypress Lake	North Fort Myers	CYLKFLXA	NFMYFLXA	32.73	136.41	2,771.35	0.000711
Cypress Lake	Pine Island	CYLKFLXA	PNISFLXA	32.73	71.95	1,178.36	0.000711
Cypress Lake	Sanibel-Captiva Islands	CYLKFLXA	SNISFLXA	32.73	71.95	1,178.36	0.000711
Cypress Lake	South Fort Myers	CYLKFLXA	FTMYFLXC	33.54	71.95	1,178.36	0.000711
Dade City	San Antonio	DDCYFLXA	SNANFLXA	33.54	86.39	1,178.36	0.000711
Dade City	Trilacoochee	DDCYFLXA	TLCHFLXA	33.54	86.39	1,178.36	0.000711
Dade City	Zephyrhills*	DDCYFLXA	ZPHYFLXA *	18.37	86.39	1,178.36	0.000711
DeFuniak Springs	Freeport	DFSPFLXA	FRPTFLXA	33.54	71.95	1,178.36	0.000711
DeFuniak Springs	Glendale	DFSPFLXA	GLDLFLXA	35.65	86.39	1,178.36	0.000711
DeFuniak Springs	Paxton*	DFSPFLXA	PXTNFLXA *	21.70	124.39	3,247.36	0.000711
DeFuniak Springs	Ponce de Leon	DFSPFLXA	PNLNFLXA	35.65	131.95	2,356.73	0.000711
Deltona Lakes	Lake Helen	ORCYFLXC	LKHNFLXA	32.73	124.39	3,247.36	0.000711
Deltona Lakes	Orange City	ORCYFLXC	ORCYFLXA	32.73	71.95	1,771.38	0.000711
Destin	Fort Walton Beach	DESTFLXA	FTWBFLXA	33.54	71.95	1,771.38	0.000711

					86.39	1,178.36	
Destin	Niceville	DESTFLXA	VLPRFLXA	33.54			0.000711
Destin	Santa Rosa Beach	DESTFLXA	SNRSFLXA	33.54	86.39	1,178.36	0.000711
Destin	Shalimar	DESTFLXA	SHLMFLXA	33.54	86.39	1,178.36	0.000711
Destin	Valparaiso	DESTFLXA	VLPRFLXA	33.54	86.39	1,178.36	0.000711
East Fort Myers	Fort Myers	FTMYFLXB	FTMYFLXA	33.54	86.39	1,178.36	0.000711
East Fort Myers	Fort Myers Beach	FTMYFLXB	FTMBFLXA	32.73	71.95	1,178.36	0.000711
East Fort Myers	Fort Myers Regional Airport	FTMYFLXB	RGAPFLXA	37.53	158.34	2,949.75	0.000711
East Fort Myers	Lehigh Acres	FTMYFLXB	LHACFLXA	33.54	86.39	1,178.36	0.000711
East Fort Myers	North Cape Coral	FTMYFLXB	CPCRFLXB	36.32	136.41	2,771.35	0.000711
East Fort Myers	North Fort Myers	FTMYFLXB	NFMYFLXA	36.32	136.41	2,771.35	0.000711
East Fort Myers	Pine Island	FTMYFLXB	PNISFLXA	32.73	71.95	1,178.36	0.000711
East Fort Myers	Sanibel-Captiva Islands	FTMYFLXB	SNISFLXA	32.73	71.95	1,178.36	0.000711
East Fort Myers	South Fort Myers	FTMYFLXB	FTMYFLXC	33.54	86.39	1,178.36	0.000711
Eustis	Groveland	ESTSFLXA	GVLDFLXA	39.97	202.19	3,832.70	0.000711
Eustis	Howey	ESTSFLXA	HOWYFLXA	40.45	210.77	4,425.72	0.000711
Eustis	Lady Lake	ESTSFLXA	LDLKFLXA	37.06	149.76	2,949.75	0.000711
Eustis	Leesburg	ESTSFLXA	LSBGFLXA	33.54	86.39	1,178.36	0.000711
Eustis	Montverde	ESTSFLXA	MTVRFLXA	40.45	210.77	4,425.72	0.000711
Eustis	Mt. Dora	ESTSFLXA	MTDRFLXA	33.54	86.39	1,178.36	0.000711
Eustis	Tavares	ESTSFLXA	TVRSFLXA	33.54	86.39	1,178.36	0.000711
Eustis	Umatilla	ESTSFLXA	UMTLFLXA	33.54	86.39	1,178.36	0.000711
Forest	Citra*	OCNFFLXA	CITRFLXA*	32.51	326.58	7,080.06	0.000711
Forest	Dunnellon*	OCNFFLXA	DNLNFLXA*	34.57	363.56	8,258.42	0.000711
Forest	Highlands	OCNFFLXA	OCALFLXC	36.45	138.82	3,247.36	0.000711
Forest	Lady Lake (821)	OCNFFLXA	LDLKFLXB	45.83	307.76	7,375.47	0.000711
Forest	McIntosh*	OCNFFLXA	MCINFLXA*	32.51	326.58	7,080.06	0.000711
Forest	Ocala	OCNFFLXA	OCALFLXA	39.97	202.19	4,425.72	0.000711
Forest	Oklawaha	OCNFFLXA	OKLWFLXA	42.50	247.76	5,604.09	0.000711
Forest	Orange Springs*	OCNFFLXA	ORSPFLXA *	32.51	326.58	7,080.06	0.000711
Forest	Salt Springs	OCNFFLXA	SSPRFLXA	47.94	345.60	8,760.35	0.000711
Forest	Silver Springs Shore	OCNFFLXA	SVSSFLXA	42.50	247.76	5,604.09	0.000711
Fort Meade	Bartow*	FTMDFLXA	BARTFLXA *	18.37	71.95	1,178.36	0.000711
Fort Meade	Lakeland*	FTMDFLXA	LKLDLFLXA *	18.37	71.95	1,178.36	0.000711
Fort Myers	Fort Myers Beach	FTMYFLXA	FTMBFLXA	32.73			0.000711

					71.95	1,178.36	
Fort Myers	Lehigh Acres	FTMYFLXA	LHACFLXA	33.54	86.39	1,178.36	0.000711
Fort Myers	North Cape Coral	FTMYFLXA	CPCRFLXB	36.32	136.41	2,771.35	0.000711
Fort Myers	North Fort Myers	FTMYFLXA	NFMYFLXA	36.32	136.41	2,771.35	0.000711
Fort Myers	Pine Island	FTMYFLXA	PNISFLXA	32.73	71.95	1,178.36	0.000711
Fort Myers	Sanibel-Captiva Islands	FTMYFLXA	SNISFLXA	32.73	71.95	1,178.36	0.000711
Fort Myers Beach	Lehigh Acres	FTMBFLXA	LHACFLXA	36.07	131.95	2,356.73	0.000711
Fort Myers Beach	North Cape Coral	FTMBFLXA	CPCRFLXB	38.45	174.82	3,949.71	0.000711
Fort Myers Beach	North Fort Myers	FTMBFLXA	NFMYFLXA	32.73	71.95	1,178.36	0.000711
Fort Myers Beach	Pine Island	FTMBFLXA	PNISFLXA	32.73	71.95	1,178.36	0.000711
Fort Myers Beach	Sanibel-Captiva Islands	FTMBFLXA	SNISFLXA	32.73	71.95	1,178.36	0.000711
Fort Myers Regional Airport	South Fort Myers	RGAPFLXA	FTMYFLXC	37.53	158.34	2,949.75	0.000711
Fort Walton Beach	Holley-Navarre*	FTWBFLXA	HLNVFLMA *	18.37	71.95	1,178.36	0.000711
Fort Walton Beach	Niceville	FTWBFLXA	VLPRFLXA	33.54	86.39	1,178.36	0.000711
Fort Walton Beach	Santa Rosa Beach	FTWBFLXA	SNRSFLXA	37.06	149.76	2,356.73	0.000711
Fort Walton Beach	Shalimar	FTWBFLXA	SHLMFLXA	33.54	86.39	1,178.36	0.000711
Fort Walton Beach	Valparaiso	FTWBFLXA	VLPRFLXA	33.54	86.39	1,178.36	0.000711
Golden Gate	Marco Island	GLGCFLXA	MOISFLXA	33.54	86.39	1,178.36	0.000711
Golden Gate	Naples	GLGCFLXA	NPLSFLXA	33.54	86.39	1,178.36	0.000711
Golden Gate	Naples Moorings	GLGCFLXA	NPLSFLXD	33.54	86.39	1,178.36	0.000711
Golden Gate	Naples Southeast	GLGCFLXA	NPLSFLXC	33.54	86.39	1,178.36	0.000711
Golden Gate	North Naples	GLGCFLXA	NNPLFLXA	33.54	86.39	1,178.36	0.000711
Goldenrod	Celebration*	GLRDFLXA	CLBRFLAD *	24.04	174.14	3,535.09	0.000711
Goldenrod	East Orange*	GLRDFLXA	EORNFLXA *	21.70	131.95	2,356.73	0.000711
Goldenrod	Geneva*	GLRDFLXA	GENVFLXA *	21.70	131.95	2,356.73	0.000711
Goldenrod	Lake Brantley	GLRDFLXA	LKBRFLXA	36.07	131.95	2,356.73	0.000711
Goldenrod	Lake Buena Vista*	GLRDFLXA	LKBNFLXA *	24.04	174.14	3,535.09	0.000711
Goldenrod	Maitland	GLRDFLXA	MTLDLFLXA	36.07	131.95	2,356.73	0.000711
Goldenrod	Montverde	GLRDFLXA	MTVRFLXA	42.98	256.34	5,604.09	0.000711
Goldenrod	Orlando*	GLRDFLXA	ORLDFLXA *	21.70	131.95	2,356.73	0.000711
Goldenrod	Oviedo	GLRDFLXA	OVIDFLCA	36.07	131.95	2,356.73	0.000711
Goldenrod	Reedy Creek	GLRDFLXA	KSSMFLXC	39.40	191.95	3,535.09	0.000711
Goldenrod	Sandford*	GLRDFLXA	SNFRFLMA *	21.70	131.95	2,356.73	0.000711
Goldenrod	Windermere	GLRDFLXA	WNDRFLXA	39.40	191.95	3,535.09	0.000711
Goldenrod	Winter Garden	GLRDFLXA	WNGRFLXA	36.07	131.95	2,356.73	0.000711

					131.95	2,356.73	
Goldenrod	Winter Park	GLRDFLXA	WNPKFLXA	33.54			0.000711
					86.39	1,178.36	
Grand Ridge	Marianna	GDRGFLXA	MRNNFLXA	33.54			0.000711
					86.39	1,178.36	
Grand Ridge	Sneads	GDRGFLXA	SNDSFLXA	33.54			0.000711
					86.39	1,178.36	
Greenville	Lee	GNVFLXA	LEE_FLXA	39.64			0.000711
					196.34	5,018.74	
Greenville	Madison	GNVFLXA	MDSNFLXA	35.65			0.000711
					124.39	3,247.36	
Greenville	Monticello	GNVFLXA	MNTIFLXA	36.45			0.000711
					138.82	2,654.34	
Greenville	Tallahassee	GNVFLXA	TLHSFLXA	36.45			0.000711
					138.82	2,654.34	
Greenwood	Malone	GNWDFLXA	MALNFLXA	33.54			0.000711
					86.39	1,178.36	
Greenwood	Marianna	GNWDFLXA	MRNNFLXA	33.54			0.000711
					86.39	1,178.36	
Groveland	Howey-in-the-Hills	GVLDFLXA	HOWYFLXA	43.36			0.000711
					263.21	5,901.70	
Groveland	Lady Lake	GVLDFLXA	LDLKFLXA	39.97			0.000711
					202.19	4,425.72	
Groveland	Leesburg	GVLDFLXA	LSBGFLXA	36.45			0.000711
					138.82	2,654.34	
Groveland	Monteverde	GVLDFLXA	MTVRFLXA	46.88			0.000711
					326.58	7,080.06	
Groveland	Mt. Dora	GVLDFLXA	MTDRFLXA	39.97			0.000711
					202.19	3,832.70	
Groveland	Tavares	GVLDFLXA	TVRSFLXA	39.97			0.000711
					202.19	3,832.70	
Groveland	Umatilla	GVLDFLXA	UMTLFLXA	46.40			0.000711
					318.00	7,080.06	
Highlands	Citra*	OCALFLXC	CITRFLXA *	26.08			0.000711
					210.77	3,832.70	
Highlands	Dunnellon*	OCALFLXC	DNLNFLXA *	28.13			0.000711
					247.76	5,011.07	
Highlands	Lake Lake (821)	OCALFLXC	LDLKFLXB	37.06			0.000711
					149.76	2,949.75	
Highlands	McIntosh*	OCALFLXC	MCINFLXA *	26.08			0.000711
					210.77	3,832.70	
Highlands	Ocala	OCALFLXC	OCALFLXA	33.54			0.000711
					86.39	1,178.36	
Highlands	Oklawaha	OCALFLXC	OKLWFLXA	36.07			0.000711
					131.95	2,356.73	
Highlands	Orange Springs*	OCALFLXC	ORSPFLXA *	26.08			0.000711
					210.77	3,832.70	
Highlands	Salt Springs	OCALFLXC	SSPRFLXA	51.46			0.000711
					408.97	9,938.72	
Highlands	Shady Road	OCALFLXC	OCALFLXB	36.45			0.000711
					138.82	2,654.34	
Highlands	Silver Springs	OCALFLXC	SVSPFLXA	32.73			0.000711
					71.95	1,771.38	
Highlands	Silver Springs Shores	OCALFLXC	SVSSFLXA	36.07			0.000711
					131.95	2,356.73	
Homosassa Springs	Inverness	HMSPFLLXA	INVRFLXA	39.23			0.000711
					188.84	3,247.36	
Howey-In-The-Hills	Lady Lake	HOWYFLXA	LDLKFLXA	40.45			0.000711
					210.77	5,018.74	
Howey-In-The-Hills	Leesburg	HOWYFLXA	LSBGFLXA	40.45			0.000711
					210.77	4,425.72	
Howey-In-The-Hills	Monteverde	HOWYFLXA	MTVRFLXA	47.36			0.000711
					335.16	7,673.08	
Howey-In-The-Hills	Mt. Dora	HOWYFLXA	MTDRFLXA	40.45			0.000711
					210.77	4,425.72	
Howey-In-The-Hills	Tavares	HOWYFLXA	TVRSFLXA	40.45			0.000711
					210.77	4,425.72	
Howey-In-The-Hills	Umatilla	HOWYFLXA	UMTLFLXA	46.88			0.000711

					326.58	7,673.08	
Kenansville	Kissimmee	KNVLFLXA	KSSMFLXA	36.45	138.82	2,654.34	0.000711
Kenansville	St. Cloud	KNVLFLXA	STCDFLXA	36.45	138.82	2,654.34	0.000711
Kenansville	West Kissimmee	KNVLFLXA	KSSMFLXB	38.98	184.39	3,832.70	0.000711
Kingsley Lake	Lawtey	KGLKFLXA	LWTYFLXA	40.22	206.77	5,512.99	0.000711
Kingsley Lake	Raiford*	KGLKFLXA	RAFRFLAB *	29.85	278.72	6,691.36	0.000711
Kingsley Lake	Starke	KGLKFLXA	STRKFLXA	40.22	206.77	5,512.99	0.000711
Kissimmee	Celebration*	KSSMFLXA	CLBRFLAD *	20.71	114.14	2,356.73	0.000711
Kissimmee	Haines City* (427)	KSSMFLXA	HNCYFLXA *	22.08	138.82	2,654.34	0.000711
Kissimmee	Orlando*	KSSMFLXA	STCDFLXA *	22.08	138.82	2,654.34	0.000711
Kissimmee	West Kissimmee	KSSMFLXA	KSSMFLXB	32.73	71.95	1,178.36	0.000711
Lady Lake (753)	Leesburg	LDLKFLXA	LSBGFLXA	33.54	86.39	1,771.38	0.000711
Lady Lake (753)	Monteverde	LDLKFLXA	MTVRFLXA	43.97	274.14	6,197.11	0.000711
Lady Lake (753)	Mt. Dora	LDLKFLXA	MTDRFLXA	37.06	149.76	2,949.75	0.000711
Lady Lake (753)	Tavares	LDLKFLXA	TVRSFLXA	37.06	149.76	2,949.75	0.000711
Lady Lake (753)	Umatilla	LDLKFLXA	UMTLFLXA	43.49	265.56	6,197.11	0.000711
Lady Lake (821)	Leesburg	LDLKFLXB	LSBGFLXA	33.54	86.39	1,771.38	0.000711
Lady Lake (821)	Monteverde	LDLKFLXB	MTVRFLXA	43.97	274.14	6,197.11	0.000711
Lady Lake (821)	Mt. Dora	LDLKFLXB	MTDRFLXA	37.06	149.76	2,949.75	0.000711
Lady Lake (821)	Ocala	LDLKFLXB	OCALFLXA	39.97	202.19	4,425.72	0.000711
Lady Lake (821)	Oklawaha	LDLKFLXB	OKLWFLXA	36.07	131.95	2,949.75	0.000711
Lady Lake (821)	Salt Springs	LDLKFLXB	SSPRFLXA	57.32	514.53	12,888.46	0.000711
Lady Lake (821)	Silver Springs Shores	LDLKFLXB	SVSSFLXA	36.07	131.95	2,949.75	0.000711
Lady Lake (821)	Tavares	LDLKFLXB	TVRSFLXA	37.06	149.76	2,949.75	0.000711
Lady Lake (821)	Umatilla	LDLKFLXB	UMTLFLXA	43.49	265.56	6,197.11	0.000711
Lake Brantley	Celebration*	LKBRFLXA	CLBRFLAD *	23.05	156.33	3,535.09	0.000711
Lake Brantley	East Orange*	LKBRFLXA	EORNFLXA *	20.71	114.14	2,356.73	0.000711
Lake Brantley	Geneva*	LKBRFLXA	GENVFLXA *	20.71	114.14	2,356.73	0.000711
Lake Brantley	Lake Buena Vista*	LKBRFLXA	LKBNFLXA *	23.05	156.33	3,535.09	0.000711
Lake Brantley	Maitland	LKBRFLXA	MTLDFLXA	32.73	71.95	1,178.36	0.000711
Lake Brantley	Monteverde	LKBRFLXA	MTVRFLXA	41.99	238.53	5,604.09	0.000711
Lake Brantley	Orlando*	LKBRFLXA	ORLDFLXA *	20.71	114.14	2,356.73	0.000711
Lake Brantley	Oviedo	LKBRFLXA	OVIDFLCA	35.08	114.14	2,356.73	0.000711
Lake Brantley	Reedy Creek	LKBRFLXA	KSSMFLXC	38.41	174.14	3,535.09	0.000711
Lake Brantley	Sanford*	LKBRFLXA	SNFRFLMA *	20.71			0.000711

					114.14	2,356.73	
Lake Brantley	Windermere	LKBRFLXA	WNDRFLXA	38.41			0.000711
					174.14	3,535.09	
Lake Brantley	Winter Garden	LKBRFLXA	WNGRFLXA	35.08			0.000711
					114.14	2,356.73	
Lake Brantley	Winter Park	LKBRFLXA	WNPFLXA	32.73			0.000711
					71.95	1,178.36	
Lake Helen	Orange City	LKHNFLXA	ORCYFLXA	32.73			0.000711
					71.95	1,771.38	
Lawtey	Raiford*	LWTFYFLXA	RAFRFLAB *	29.85			0.000711
					278.72	6,691.36	
Lawtey	Starke	LWTFYFLXA	STRKFLXA	40.22			0.000711
					206.77	5,512.99	
Lee	Madison	LEE_FLXA	MDSNFLXA	32.73			0.000711
					71.95	1,771.38	
Leesburg	Monteverde	LSBGFLXA	MTVRFLXA	40.45			0.000711
					210.77	4,425.72	
Leesburg	Mt. Dora	LSBGFLXA	MTDRFLXA	33.54			0.000711
					86.39	1,178.36	
Leesburg	Tavares	LSBGFLXA	TVRSFLXA	33.54			0.000711
					86.39	1,178.36	
Leesburg	Umatilla	LSBGFLXA	UMTLFLXA	39.97			0.000711
					202.19	4,425.72	
Maitland	Celebration*	MTLDLFLXA	CLBRFLAD *	23.05			0.000711
					156.33	3,535.09	
Maitland	East Orange*	MTLDLFLXA	EORNFLXA *	20.71			0.000711
					114.14	2,356.73	
Maitland	Geneva*	MTLDLFLXA	GENVFLXA *	20.71			0.000711
					114.14	2,356.73	
Maitland	Lake Buena Vista*	MTLDLFLXA	LKBNFLXA *	23.05			0.000711
					156.33	3,535.09	
Maitland	Monteverde	MTLDLFLXA	MTVRFLXA	41.99			0.000711
					238.53	5,604.09	
Maitland	Orlando*	MTLDLFLXA	ORLDFLXA *	20.71			0.000711
					114.14	2,356.73	
Maitland	Oviedo	MTLDLFLXA	OVIDFLCA	35.08			0.000711
					114.14	2,356.73	
Maitland	Reedy Creek	MTLDLFLXA	KSSMFLXC	38.41			0.000711
					174.14	3,535.09	
Maitland	Sanford*	MTLDLFLXA	SNFRFLMA *	20.71			0.000711
					114.14	2,356.73	
Maitland	Windermere	MTLDLFLXA	WNDRFLXA	38.41			0.000711
					174.14	3,535.09	
Maitland	Winter Garden	MTLDLFLXA	WNGRFLXA	35.08			0.000711
					114.14	2,356.73	
Maitland	Winter Park	MTLDLFLXA	WNPFLXA	32.73			0.000711
					71.95	1,178.36	
Malone	Marianna	MALNFLXA	MRNNFLXA	33.54			0.000711
					86.39	1,178.36	
Marco Island	Naples	MOISFLXA	NPLSFLXA	33.54			0.000711
					86.39	1,178.36	
Marco Island	Naples Moorings	MOISFLXA	NPLSFLXD	33.54			0.000711
					86.39	1,178.36	
Marco Island	Naples Southeast	MOISFLXA	NPLSFLXC	33.54			0.000711
					86.39	1,178.36	
Marco Island	North Naples	MOISFLXA	NNPLFLXA	33.54			0.000711
					86.39	1,178.36	
Marianna	Altha*	MRNNFLXA	ALTHFLXA *	18.37			0.000711
					71.95	1,178.36	
Marianna	Sneads	MRNNFLXA	SNDSFLXA	33.54			0.000711
					86.39	1,178.36	
Monticello	Tallahassee	MNTIFLXA	TLHSFLXA	36.45			0.000711
					138.82	2,654.34	
Montverde	Celebration*	MTVRFLXA	CLBRFLAD *	28.61			0.000711
					256.34	5,604.09	
Montverde	East Orange*	MTVRFLXA	EORNFLXA *	27.62			0.000711
					238.53	5,604.09	
Montverde	Lake Buena Vista*	MTVRFLXA	LKBNFLXA *	28.61			0.000711

					256.34	5,604.09	
Montverde	Mt. Dora	MTVRFLXA	MTDRFLXA	40.45	210.77	4,425.72	0.000711
Montverde	Orlando*	MTVRFLXA	ORLDFLXA *	27.62	238.53	5,604.09	0.000711
Montverde	Reedy Creek	MTVRFLXA	KSSMFLXC	40.45	210.77	4,425.72	0.000711
Montverde	Tavares	MTVRFLXA	TVRSFLXA	40.45	210.77	4,425.72	0.000711
Montverde	Umatilla	MTVRFLXA	UMTLFLXA	40.45	210.77	4,425.72	0.000711
Montverde	Windermere	MTVRFLXA	WNDRFLXA	40.45	210.77	4,425.72	0.000711
Montverde	Winter Garden	MTVRFLXA	WNGRFLXA	35.65	124.39	3,247.36	0.000711
Montverde	Winter Park	MTVRFLXA	WNPKFLXA	39.64	196.34	4,425.72	0.000711
Mt. Dora	Tavares	MTDRFLXA	TVRSFLXA	33.54	86.39	1,178.36	0.000711
Mt. Dora	Umatilla	MTDRFLXA	UMTLFLXA	39.97	202.19	4,425.72	0.000711
Naples	Naples Southeast	NPLSFLXA	NPLSFLXC	33.54	86.39	1,178.36	0.000711
Naples	North Naples	NPLSFLXA	NNPLFLXA	33.54	86.39	1,178.36	0.000711
Naples Moorings	Naples Southeast	NPLSFLXD	NPLSFLXC	33.54	86.39	1,178.36	0.000711
Naples Moorings	North Naples	NPLSFLXD	NNPLFLXA	33.54	86.39	1,178.36	0.000711
Naples Southeast	North Naples	NPLSFLXC	NNPLFLXA	33.54	86.39	1,178.36	0.000711
Niceville	Shalimar	VLPRFLXA	SHLMFLXA	33.54	86.39	1,178.36	0.000711
North Cape Coral	North Fort Myers	CPCRFLXB	NFMYFLXA	36.32	136.41	2,771.35	0.000711
North Cape Coral	Pine Island	CPCRFLXB	PNISFLXA	38.45	174.82	3,949.71	0.000711
North Cape Coral	Sanibel-Captiva Islands	CPCRFLXB	SNISFLXA	38.45	174.82	3,949.71	0.000711
North Fort Myers	Pine Island	NFMYFLXA	PNISFLXA	32.73	71.95	1,178.36	0.000711
North Fort Myers	Sanibel-Captiva Islands	NFMYFLXA	SNISFLXA	32.73	71.95	1,178.36	0.000711
Ocala	Citra*	OCALFLXA	CITRFLXA *	28.99	263.21	5,308.68	0.000711
Ocala	Dunnellon*	OCALFLXA	DNLNFLXA *	24.61	184.39	3,832.70	0.000711
Ocala	McIntosh*	OCALFLXA	MCINFLXA *	28.99	263.21	5,308.68	0.000711
Ocala	Oklawaha	OCALFLXA	OKLWFLXA	32.73	71.95	1,178.36	0.000711
Ocala	Orange Springs*	OCALFLXA	ORSPFLXA *	28.99	263.21	5,308.68	0.000711
Ocala	Salt Springs	OCALFLXA	SSPRFLXA	51.46	408.97	9,938.72	0.000711
Ocala	Shady Road	OCALFLXA	OCALFLXB	36.45	138.82	2,654.34	0.000711
Ocala	Silver Springs	OCALFLXA	SVSPFLXA	37.53	158.34	2,949.75	0.000711
Ocala	Silver Springs Shores	OCALFLXA	SVSSFLXA	32.73	71.95	1,178.36	0.000711
Oklawaha	Citra*	OKLWFLXA	CITRFLXA *	25.28	196.34	3,832.70	0.000711
Oklawaha	Dunnellon*	OKLWFLXA	DNLNFLXA *	27.14	229.95	5,011.07	0.000711
Oklawaha	McIntosh*	OKLWFLXA	MCINFLXA *	25.28	196.34	3,832.70	0.000711
Oklawaha	Orange Springs*	OKLWFLXA	ORSPFLXA *	25.28	196.34	3,832.70	0.000711

					196.34	3,832.70	
Oklawaha	Salt Springs	OKLWFLXA	SSPRFLXA	53.99			0.000711
Oklawaha	Silver Springs Shores	OKLWFLXA	SVSSFLXA	32.73	454.53	11,117.08	0.000711
Orange City	DeBary*	ORCYFLXA	DBRYFLXA *	18.37	71.95	1,178.36	0.000711
Orange City	Deland*	ORCYFLXA	DELDFLXA *	18.37	71.95	1,178.36	0.000711
Orange City	DeLeon Springs*	ORCYFLXA	DLSPFLXA *	18.37	71.95	1,178.36	0.000711
Panacea	Alligator Point*	PNACFLXA	ARNPFLXA *	49.29	71.95	1,178.36	0.000711
Panacea	Sopchoppy	PNACFLXA	SPCPFLXA	50.72	628.66	15,068.99	0.000711
Panacea	St. Marks	PNACFLXA	STMKFLXA	42.56	395.62	9,760.31	0.000711
Panacea	Tallahassee	PNACFLXA	TLHSFLXD	50.72	248.78	6,494.72	0.000711
Pine Island	Sanibel-Captiva islands	PNISFLXA	SNISFLXA	32.73	395.62	9,760.31	0.000711
Reedy Creek	Celebration*	KSSMFLXC	CLBRFLAD *	21.70	71.95	1,178.36	0.000711
Reedy Creek	East Orange*	KSSMFLXC	EORNFLXA *	24.04	131.95	2,356.73	0.000711
Reedy Creek	Lake Buena Vista*	KSSMFLXC	LKBNFLXA *	21.70	174.14	3,535.09	0.000711
Reedy Creek	Orlando*	KSSMFLXC	ORLDFLXA *	24.04	131.95	2,356.73	0.000711
Reedy Creek	West Kissimmee	KSSMFLXC	KSSMFLXB	33.54	174.14	3,535.09	0.000711
Reedy Creek	Windermere	KSSMFLXC	WNRDFLXA	37.06	86.39	1,178.36	0.000711
Reedy Creek	Winter Garden	KSSMFLXC	WNGRFLXA	33.54	149.76	2,356.73	0.000711
Reedy Creek	Winter Park	KSSMFLXC	WNPKFLXA	36.07	86.39	1,178.36	0.000711
Reynolds Hill	Westville	RYHLFLXA	WSTVFLXA	39.64	131.95	2,356.73	0.000711
Salt Springs	Citra*	SSPRFLXA	CITRFLXA *	44.00	196.34	5,018.74	0.000711
Salt Springs	Dunnellon*	SSPRFLXA	DNLNFLXA *	46.05	533.35	12,593.05	0.000711
Salt Springs	McIntosh*	SSPRFLXA	MCINFLXA *	44.00	570.34	13,771.42	0.000711
Salt Springs	Orange Springs*	SSPRFLXA	ORSPFLXA *	44.00	533.35	12,593.05	0.000711
Salt Springs	Silver Springs Shores	SSPRFLXA	SVSSFLXA	53.99	533.35	12,593.05	0.000711
San Antonio	Trilacoochee	SNANFLXA	TLCHFLXA	37.06	454.53	11,117.08	0.000711
San Antonio	Zephyrhills*	SNANFLXA	ZPHYFLXA *	21.70	149.76	2,356.73	0.000711
Santa Rosa Beach	Seagrove Beach	SNRSFLXA	SGBHFLXA	33.54	131.95	2,356.73	0.000711
Sebring	Spring Lake	SBNGFLXA	SLHLFLXA	35.65	86.39	1,178.36	0.000711
Shalimar	Valparaiso	SHLMFLXA	VLPRFLXA	33.54	124.39	2,654.34	0.000711
Silver Springs Shores	Citra*	SVSSFLXA	CITRFLXA *	25.28	86.39	1,178.36	0.000711
Silver Springs Shores	Dunnellon*	SVSSFLXA	DNLNFLXA *	27.14	196.34	3,832.70	0.000711
Silver Springs Shores	McIntosh*	SVSSFLXA	MCINFLXA *	25.28	229.95	5,011.07	0.000711
Silver Springs Shores	Orange Springs*	SVSSFLXA	ORSPFLXA *	25.28	196.34	3,832.70	0.000711
Sopchoppy	Alligator Point*	SPCPFLXA	ARNPFLXA *	42.38	196.34	3,832.70	0.000711

					504.27	11,821.63	
Sopchoppy	Carrabelle*	SPCPFLXA	CRBLFLXA *	42.38			0.000711
Sopchoppy	St. Marks	SPCPFLXA	STMKFLXA	50.72	504.27	11,821.63	0.000711
Sopchoppy	Tallahassee	SPCPFLXA	TLHSFLXD	43.81	395.62	9,760.31	0.000711
St. Cloud	Celebration*	STCDFLXA	CLBRFLAD *	20.71	271.23	6,512.95	0.000711
St. Cloud	West Kissimmee	STCDFLXA	KSSMFLXB	32.73	114.14	2,356.73	0.000711
St. Marks	Alligator Point*	STMKFLXA	ARNPFLXA *	49.29	71.95	1,178.36	0.000711
St. Marks	Tallahassee	STMKFLXA	TLHSFLXD	50.72	628.66	15,068.99	0.000711
Starke	Keystone Heights*	STRKFLXA	KYHGFLMA *	29.85	395.62	9,760.31	0.000711
Starke	Raiford*	STRKFLXA	RAFRFLAB *	29.85	278.72	6,691.36	0.000711
Tallahassee Blairstone	Alligator Point*	TLHSFLXD	ARNPFLXA *	32.51	278.72	6,691.36	0.000711
Tallahassee Blairstone	Bristol*	TLHSFLXD	BRSTFLXA *	21.70	326.58	6,487.04	0.000711
Tallahassee Blairstone	Carrabelle*	TLHSFLXD	CRBLFLXA *	32.51	131.95	2,356.73	0.000711
Tallahassee Blairstone	Chattahoochee*	TLHSFLXD	CHTHFLXA *	32.51	326.58	6,487.04	0.000711
Tallahassee Blairstone	Greensboro*	TLHSFLXD	GNBOFLXA *	21.70	326.58	6,487.04	0.000711
Tallahassee Blairstone	Gretna*	TLHSFLXD	GRETFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee Blairstone	Havana*	TLHSFLXD	HAVNFLMA *	21.70	131.95	2,356.73	0.000711
Tallahassee Blairstone	Hosford*	TLHSFLXD	HSFRFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee Blairstone	Quincy*	TLHSFLXD	QNCYFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee Blairstone	Tallahassee-Calhoun	TLHSFLXD	TLHSFLXA	33.54	131.95	2,356.73	0.000711
Tallahassee Blairstone	Tallahassee-FSU	TLHSFLXD	TLHSFLXE	37.06	86.39	1,178.36	0.000711
Tallahassee Blairstone	Tallahassee-Mabry	TLHSFLXD	TLHSFLXC	33.54	149.76	2,356.73	0.000711
Tallahassee Blairstone	Tallahassee-Perkins	TLHSFLXD	TLHSFLXH	37.06	86.39	1,178.36	0.000711
Tallahassee Blairstone	Tallahassee-Thomasville	TLHSFLXD	TLHSFLXF	37.06	149.76	2,356.73	0.000711
Tallahassee Blairstone	Tallahassee-Willis	TLHSFLXD	TLHSFLXB	33.54	149.76	2,356.73	0.000711
Tallahassee-Calhoun	Alligator Point*	TLHSFLXA	ARNPFLXA *	28.99	86.39	1,178.36	0.000711
Tallahassee-Calhoun	Bristol*	TLHSFLXA	BRSTFLXA *	21.70	263.21	5,308.68	0.000711
Tallahassee-Calhoun	Carrabelle*	TLHSFLXA	CRBLFLXA *	28.99	131.95	2,356.73	0.000711
Tallahassee-Calhoun	Chattahoochee*	TLHSFLXA	CHTHFLXA *	28.99	263.21	5,308.68	0.000711
Tallahassee-Calhoun	Greensboro*	TLHSFLXA	GNBOFLXA *	21.70	263.21	5,308.68	0.000711
Tallahassee-Calhoun	Gretna*	TLHSFLXA	GRETFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Calhoun	Havana*	TLHSFLXA	HAVNFLMA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Calhoun	Hosford*	TLHSFLXA	HSFRFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Calhoun	Perry	TLHSFLXA	PRRYFLXA	43.36	131.95	2,356.73	0.000711
Tallahassee-Calhoun	Quincy*	TLHSFLXA	QNCYFLXA *	21.70	263.21	5,308.68	0.000711

					131.95	2,356.73	
Tallahassee-Calhoun	Tallahassee-FSU	TLHSFLXA	TLHSFLXE	33.54	86.39	1,178.36	0.000711
Tallahassee-Calhoun	Tallahassee-Mabry	TLHSFLXA	TLHSFLXC	33.54	86.39	1,178.36	0.000711
Tallahassee-Calhoun	Tallahassee-Perkins	TLHSFLXA	TLHSFLXH	33.54	86.39	1,178.36	0.000711
Tallahassee-Calhoun	Tallahassee-Thomasville	TLHSFLXA	TLHSFLXF	37.06	149.76	2,356.73	0.000711
Tallahassee-Calhoun	Tallahassee-Willis	TLHSFLXA	TLHSFLXB	33.54	86.39	1,178.36	0.000711
Tallahassee-FSU	Alligator Point*	TLHSFLXE	ARPNFLXA *	32.51	326.58	6,487.04	0.000711
Tallahassee-FSU	Bristol*	TLHSFLXE	BRSTFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-FSU	Carrabelle*	TLHSFLXE	CRBLFLXA *	32.51	326.58	6,487.04	0.000711
Tallahassee-FSU	Chattahoochee*	TLHSFLXE	CHTHFLXA *	32.51	326.58	6,487.04	0.000711
Tallahassee-FSU	Greensboro*	TLHSFLXE	GNBOFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-FSU	Gretna*	TLHSFLXE	GRETFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-FSU	Havana*	TLHSFLXE	HAVNFLMA *	21.70	131.95	2,356.73	0.000711
Tallahassee-FSU	Hosford*	TLHSFLXE	HSFRFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-FSU	Quincy*	TLHSFLXE	QNCYFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-FSU	Tallahassee-Mabry	TLHSFLXE	TLHSFLXC	33.54	86.39	1,178.36	0.000711
Tallahassee-FSU	Tallahassee-Perkins	TLHSFLXE	TLHSFLXH	33.54	86.39	1,178.36	0.000711
Tallahassee-FSU	Tallahassee-Thomasville	TLHSFLXE	TLHSFLXF	37.06	149.76	2,356.73	0.000711
Tallahassee-FSU	Tallahassee-Willis	TLHSFLXE	TLHSFLXB	33.54	86.39	1,178.36	0.000711
Tallahassee-Mabry	Alligator Point*	TLHSFLXC	ARPNFLXA *	32.51	326.58	6,487.04	0.000711
Tallahassee-Mabry	Bristol*	TLHSFLXC	BRSTFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Mabry	Carrabelle*	TLHSFLXC	CRBLFLXA *	32.51	326.58	6,487.04	0.000711
Tallahassee-Mabry	Chattahoochee*	TLHSFLXC	CHTHFLXA *	32.51	326.58	6,487.04	0.000711
Tallahassee-Mabry	Greensboro*	TLHSFLXC	GNBOFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Mabry	Gretna*	TLHSFLXC	GRETFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Mabry	Havana*	TLHSFLXC	HAVNFLMA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Mabry	Hosford*	TLHSFLXC	HSFRFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Mabry	Quincy*	TLHSFLXC	QNCYFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Mabry	Tallahassee-Thomasville	TLHSFLXC	TLHSFLXF	37.06	149.76	2,356.73	0.000711
Tallahassee-Mabry	Tallahassee-Perkins	TLHSFLXC	TLHSFLXH	33.54	86.39	1,178.36	0.000711
Tallahassee-Mabry	Tallahassee-Willis	TLHSFLXC	TLHSFLXB	33.54	86.39	1,178.36	0.000711
Tallahassee-Perkins	Alligator Point*	TLHSFLXH	ARPNFLXA *	32.51	326.58	6,487.04	0.000711
Tallahassee-Perkins	Bristol*	TLHSFLXH	BRSTFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Perkins	Carrabelle*	TLHSFLXH	CRBLFLXA *	32.51	326.58	6,487.04	0.000711
Tallahassee-Perkins	Chattahoochee*	TLHSFLXH	CHTHFLXA *	32.51	326.58	6,487.04	0.000711

					326.58	6,487.04	
Tallahassee-Perkins	Greensboro*	TLHSFLXH	GNBOFLXA *	21.70			0.000711
Tallahassee-Perkins	Gretna*	TLHSFLXH	GRETFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Perkins	Havana*	TLHSFLXH	HAVNFLMA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Perkins	Hosford*	TLHSFLXH	HSFRFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Perkins	Quincy*	TLHSFLXH	QNCYFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Perkins	Tallahassee-Thomasville	TLHSFLXH	TLHSFLXF	37.06	149.76	2,356.73	0.000711
Tallahassee-Perkins	Tallahassee-Willis	TLHSFLXH	TLHSFLXB	33.54	86.39	1,178.36	0.000711
Tallahassee-Thomasville	Alligator Point*	TLHSFLXF	ARNPFLXA *	36.03	389.95	7,665.40	0.000711
Tallahassee-Thomasville	Bristol*	TLHSFLXF	BRSTFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Thomasville	Carrabelle*	TLHSFLXF	CRBLFLXA *	36.03	389.95	7,665.40	0.000711
Tallahassee-Thomasville	Chattahoochee*	TLHSFLXF	CHTHFLXA *	36.03	389.95	7,665.40	0.000711
Tallahassee-Thomasville	Greensboro*	TLHSFLXF	GNBOFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Thomasville	Gretna*	TLHSFLXF	GRETFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Thomasville	Havana*	TLHSFLXF	HAVNFLMA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Thomasville	Hosford*	TLHSFLXF	HSFRFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Thomasville	Quincy*	TLHSFLXF	QNCYFLXA *	21.70	131.95	2,356.73	0.000711
Tallahassee-Thomasville	Tallahassee-Willis	TLHSFLXF	TLHSFLXB	33.54	86.39	1,178.36	0.000711
Tallahassee-Willis	Alligator Point*	TLHSFLXB	ARNPFLXA *	32.51	326.58	6,487.04	0.000711
Tallahassee-Willis	Bristol*	TLHSFLXB	BRSTFLXA *	18.37	71.95	1,178.36	0.000711
Tallahassee-Willis	Carrabelle*	TLHSFLXB	CRBLFLXA *	32.51	326.58	6,487.04	0.000711
Tallahassee-Willis	Chattahoochee*	TLHSFLXB	CHTHFLXA *	32.51	326.58	6,487.04	0.000711
Tallahassee-Willis	Greensboro*	TLHSFLXB	GNBOFLXA *	18.37	71.95	1,178.36	0.000711
Tallahassee-Willis	Gretna*	TLHSFLXB	GRETFLXA *	18.37	71.95	1,178.36	0.000711
Tallahassee-Willis	Havana*	TLHSFLXB	HAVNFLMA *	18.37	71.95	1,178.36	0.000711
Tallahassee-Willis	Hosford*	TLHSFLXB	HSFRFLXA *	18.37	71.95	1,178.36	0.000711
Tallahassee-Willis	Quincy*	TLHSFLXB	QNCYFLXA *	18.37	71.95	1,178.36	0.000711
Tavares	Umatilla	TVRSFLXA	UMTLFLXA	39.97	202.19	4,425.72	0.000711
Triloccochee	Zephyrhills*	TLCHFLXA	ZPHYFLXA *	21.70	131.95	2,356.73	0.000711
Wauchula	Zolfo Springs	WCHLFLXA	ZLSPFLXA	35.65	124.39	2,654.34	0.000711
West Kissimmee	Celebration*	KSSMFLXB	CLBRFLAD *	18.37	71.95	1,178.36	0.000711
West Kissimmee	Haines City*	KSSMFLXB	HNCYFLXA *	24.61	184.39	3,832.70	0.000711
Williston	Bronson*	WLSTFLXA	BRSNFLMA *	18.37	71.95	1,178.36	0.000711
Windermere	Celebration*	WNDRFLXA	CLBRFLAD *	24.04	174.14	3,535.09	0.000711
Windermere	East Orange*	WNDRFLXA	EORNFLXA *	24.04			0.000711

					174.14	3,535.09	
Windermere	Lake Buena Vista*	WNDRFLXA	LKBNFLXA *	24.04			0.000711
Windermere	Orlando*	WNDRFLXA	ORLDFLXA *	24.04	174.14	3,535.09	0.000711
Windermere	Winter Garden	WNDRFLXA	WNGRFLXA	33.54	174.14	3,535.09	0.000711
Windermere	Winter Park	WNDRFLXA	WNPKFLXA	36.07	86.39	1,178.36	0.000711
Winter Garden	Celebration*	WNGRFLXA	CLBRFLAD *	21.70	131.95	2,356.73	0.000711
Winter Garden	East Orange*	WNGRFLXA	EORNFLXA *	20.71	131.95	2,356.73	0.000711
Winter Garden	Lake Buena Vista*	WNGRFLXA	LKBNFLXA *	21.70	114.14	2,356.73	0.000711
Winter Garden	Orlando*	WNGRFLXA	ORLDFLXA *	20.71	131.95	2,356.73	0.000711
Winter Garden	Winter Park	WNGRFLXA	WNPKFLXA	32.73	114.14	2,356.73	0.000711
Winter Park	Celebration*	WNPKFLXA	CLBRFLAD *	20.71	71.95	1,178.36	0.000711
Winter Park	East Orange*	WNPKFLXA	EORNFLXA *	18.37	114.14	2,356.73	0.000711
Winter Park	Geneva*	WNPKFLXA	GENVFLXA *	18.37	71.95	1,178.36	0.000711
Winter Park	Lake Buena Vista*	WNPKFLXA	LKBNFLXA *	20.71	71.95	1,178.36	0.000711
Winter Park	Orlando*	WNPKFLXA	ORLDFLXA *	18.37	114.14	2,356.73	0.000711
Winter Park	Oviedo*	WNPKFLXA	OVIDFLCA *	18.37	71.95	1,178.36	0.000711
Winter Park	Sanford*	WNPKFLXA	SNFRFLMA *	18.37	71.95	1,178.36	0.000711
					174.14	3,535.09	

ATTACHMENT II
LOCAL RESALE

1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1. At the request of CLEC, and pursuant to the requirements of the Act, and FCC and Commission Rules and Regulations, Sprint shall make available to CLEC for resale Telecommunications Services that Sprint currently provides or may provide hereafter at retail to subscribers who are not telecommunications carriers. Such resale may be as allowed by the FCC and Commission. The Telecommunications Services provided by Sprint to CLEC pursuant to this Attachment II are collectively referred to as "Local Resale."
- 1.2. To the extent that this Attachment describes services which Sprint shall make available to CLEC for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive.

2. GENERAL TERMS AND CONDITIONS

- 2.1. Pricing. The prices charged to CLEC for Local Resale are set forth in Attachment I of this Agreement.
 - 2.1.1. CENTREX Requirements
 - 2.1.1.1. At CLEC's option, CLEC may purchase the entire set of CENTREX features or a subset of any such features.
 - 2.1.1.2. All features and functions of CENTREX Service, including CENTREX Management System (CMS), whether offered under tariff or otherwise, shall be available to CLEC for resale.
 - 2.1.1.3. Sprint shall make information required for an "as is" transfer of CENTREX subscriber service, features, functionalities and CMS capabilities available to CLEC.
 - 2.1.1.4. Consistent with Sprint's tariffs, CLEC, at its expense, may collect all data and aggregate the CENTREX local exchange, and *IntraLATA traffic usage of CLEC subscribers to qualify for volume discounts on the basis of such aggregated usage.*
 - 2.1.1.5. CLEC may request that Sprint suppress the need for CLEC subscribers to dial "9" when placing calls outside the CENTREX System. Should CLEC request this capability for its subscriber, the subscriber will not be able to use 4-digit dialing.
 - 2.1.1.6. CLEC may resell call forwarding in conjunction with CENTREX Service.

- 2.1.1.7. CLEC may purchase any CENTREX Service for resale subject to the requirements of Sprint's tariff.
- 2.1.1.8. Sprint shall make available to CLEC for resale intercom calling within the same CENTREX system. To the extent that Sprint offers its own subscribers intercom calling between different CENTREX systems, Sprint shall make such capability available to CLEC for resale.
- 2.1.1.9. CLEC may resell Automatic Route Selection ("ARS"). CLEC may aggregate multiple CLEC subscribers on dedicated access facilities where such aggregation is allowed by law, rule or regulation.
- 2.1.2. Voluntary Federal and State Subscriber Financial Assistance Programs
 - 2.1.2.1. Subsidized local Telecommunications Services are provided to low-income subscribers pursuant to requirements established by the appropriate state regulatory body, and include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. Voluntary Federal and State Subscriber Financial Assistance Programs are not Telecommunications Services that are available for resale under this Agreement. However, when a Sprint subscriber who is eligible for such a federal program or other similar state program chooses to obtain Local Resale from CLEC and CLEC serves such subscriber via Local Resale, Sprint shall identify such subscriber's eligibility to participate in such programs to CLEC in accordance with the procedures set forth herein.
- 2.1.3. Grandfathered Services. Sprint shall offer for resale to CLEC all Grandfathered Services solely for the existing grandfathered base on a customer specific basis. Sprint shall make reasonable efforts to provide CLEC with advance copy of any request for the termination of service and/or grandfathering to be filed by Sprint with the Commission.
- 2.1.4. Contract Service Arrangements, Special Arrangements, and Promotions. Sprint shall offer for resale all of its Telecommunications Services available at retail to subscribers who are not Telecommunications Carriers, including but not limited to Contract Service Arrangements (or ICB), Special Arrangements (or ICB), and Promotions in excess of ninety (90) days, all in accordance with FCC and Commission Rules and Regulations.
- 2.1.5. COCOT lines or Pay Telephone Access Lines will be sold at wholesale prices to CLEC for the purposes of resale to third parties providing pay telephone service to the public. Provision of pay telephone service by CLEC directly to the public or resale to entities or organizations affiliated with or having the same or substantially similar identity as CLEC, using

COCOT lines or Pay Telephone Access Lines purchased at wholesale, is not allowable resale under the Agreement and is a material breach of the terms of this Agreement.

- 2.1.6. Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, Sprint shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI, Station Message Desk Interface where SMDI-E is not available, feature capability allowing for Voice Mail Services. Sprint shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Sprint shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services.
- 2.1.7. Hospitality Service. Sprint shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.
- 2.1.8. LIDB Administration
 - 2.1.8.1. Sprint shall maintain customer information for CLEC customers who subscribe to resold Sprint local service dial tone lines, in Sprint's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user subscribers. Sprint shall update and maintain the CLEC information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.
 - 2.1.8.2. Until such time as Sprint's LIDB has the software capability to recognize a resold number as CLEC's, Sprint shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number.

**ATTACHMENT III
NETWORK ELEMENTS**

1. GENERAL

1.1. Pursuant to the following terms, Sprint will unbundle and separately price and offer Unbundled Network Elements ("UNEs") such that CLEC will be able to subscribe to and interconnect to whichever of these unbundled elements CLEC requires for the purpose of providing local telephone service to its end users. CLEC shall pay Sprint each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Table One or agreed to by the Parties. It is CLEC's obligation to combine Sprint-provided UNEs with any facilities and services that CLEC may itself provide. Sprint will continue to offer the UNEs enumerated below subject to further determinations as to which UNEs ILECs are required to offer under the Act, at which time the Parties agree to modify this section pursuant to the obligations set forth in Part B, Paragraph 2.2 of this Agreement.

2. UNBUNDLED NETWORK ELEMENTS

2.1. Sprint shall offer UNEs to CLEC for the purpose of offering Telecommunication Services to CLEC subscribers. Sprint shall offer UNEs to CLEC on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement. UNEs include:

2.1.1. Network Interface Device ("NID")

2.1.2. Local Loop

2.1.3. Sub Loop

2.1.4. Switching Capability (Except for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas where Sprint provides non-discriminatory access to the enhanced extended link.)

2.1.4.1. Local Switching

2.1.4.2. Tandem Switching

2.1.5. Interoffice Transport Facilities

- 2.1.5.1. Common
- 2.1.5.2. Dedicated
- 2.1.5.3. Dark Fiber

2.1.6. Signaling Networks & Call Related Databases

2.1.7. Operations Support Systems

- 2.2. CLEC may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing. Except as provided elsewhere in this Agreement, it is CLEC's obligation to combine Sprint provided UNEs with any and all facilities and services whether provided by Sprint, CLEC, or any other party.
- 2.3. Each UNE provided by Sprint to CLEC shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that Sprint provides to itself, Sprint's own subscribers, to a Sprint Affiliate or to any other entity.

3. BONA FIDE REQUEST PROCESS FOR FURTHER UNBUNDLING

- 3.1. Each Party shall promptly consider and analyze access to categories of UNE not covered in this Agreement with the submission of a Network Element Bona Fide Request hereunder. The UNE Bona Fide Request process set forth herein does not apply to these services requested pursuant to FCC Rule § 51.319, as amended.
- 3.2. A UNE Bona Fide Request shall be submitted in writing on the Sprint LTD Standard BFR Form and shall include a technical description of each requested UNE.
- 3.3. The requesting Party may cancel a UNE Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the UNE Bona Fide Request up to the date of cancellation.
- 3.4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the UNE Bona Fide Request.
- 3.5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such UNE Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the UNE or will provide a detailed explanation that access to the UNE does not qualify as a UNE that is required to be provided under the Act.
- 3.6. Upon receipt of the preliminary analysis, the requesting Party shall, within thirty (30) days, notify the receiving Party, in writing, of its intent to proceed or not to proceed.

- 3.7. The receiving Party shall promptly proceed with the UNE Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 3.8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the UNE Bona Fide Request, the receiving Party shall provide to the requesting Party a UNE Bona Fide Request Quote which will include, at a minimum, a description of each UNE, the availability, the applicable rates and the installation intervals.
- 3.9. Within thirty (30) days of its receipt of the UNE Bona Fide Request Quote, the requesting Party must either confirm, in writing, its order for the UNE Bona Fide Request pursuant to the UNE Bona Fide Request Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Section 21 above.
- 3.10. If a Party to a UNE Bona Fide Request believes that the other Party is not requesting, negotiating or processing the UNE Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in Section 21 above.

4. NETWORK INTERFACE DEVICE

- 4.1. Sprint will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LECs distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific mechanical design.
- 4.2. The function of the NID is to establish the network demarcation point between a carrier (ILEC/CLEC) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
- 4.3. CLEC may connect its NID to Sprint's NID; may connect an unbundled loop to its NID; or may connect its own Loop to Sprint's NID. Sprint will provide one NID termination of each loop. If additional NID terminations are required, CLEC may request them pursuant to process detailed in Section 3 under this Attachment III.
- 4.4. Sprint will provide CLEC with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. Sprint will dispatch a technician and tag the wiring at the CLEC's request. In such cases the charges specified in Table One will apply.
- 4.5. Sprint will not provide specialized (Sprint non-standard) NIDS.

- 4.6. The Sprint NID shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and/or cross connect to CLEC's NID and shall maintain a connection to ground that meets applicable industry standards. Each party shall ground its NID independently of the other party's NID.

5. LOOP

- 5.1. The definition of the loop network element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as DSLAMS) owned by Sprint, between a Sprint central office and the loop demarcation point at the customer premises. Terms and conditions for the provision of dark fiber are set forth in Section 13 of this Attachment. The demarcation point is that point on the loop where the telephone company's control of the facility ceases, and the End User Customer's control of the facility begins. This includes, but is not limited to, two-wire and four-wire copper analog voice-grade loops and two-wire and four-wire conditioned loops.
- 5.2. Conditioned Loops. Sprint will condition loops at CLEC's request. Conditioned loops are copper loops from which excessive bridge taps, load coils, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including DSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Table One. Conditioning charges apply to all loops irrespective of the length of the loop.
- 5.3. At CLEC's request, and if technically feasible, Sprint will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Basic Testing shall include simple metallic measurements only, performed by accessing the loop through the voice switch.
- 5.3.1. Basic Testing does not include cooperative efforts that require Sprint's technician to work jointly with CLEC's staff ("Cooperative Testing").
- 5.3.2. Cooperative testing will be provided by Sprint at CLEC's expense. Sprint technicians will try to contact CLEC's representative at the conclusion of installation. If the CLEC does not respond within 5 minutes, Sprint may, in its sole discretion, abandon the test and CLEC will be charged for the test.
- 5.3.3. Sprint will charge CLEC at the rates set out on Table One, when the location of the trouble on a CLEC-reported ticket is determined to be in CLEC's network.
- 5.4. Voice Grade Loop Capabilities

- 5.4.1. Voice grade loops are analog loops that facilitate the transmission of analog voice grade signals in the 300-3000 Hz range and terminates in a 2-wire or 4-wire electrical interface at the CLEC's customer's premises. CLEC shall not install equipment on analog loops that exceeds the specified bandwidth.
 - 5.4.2. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities are available, Sprint will make alternative arrangements at CLEC's request and option, to provide an unbundled voice grade loop. Alternative arrangement may include copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting.
 - 5.4.3. Where facilities and necessary equipment are not available, CLEC requests will be processed through the BFR process. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.
- 5.5. Non-Voice Grade Loops
- 5.5.1. Sprint will provide non-voice grade loops on the basis of the service that will be provisioned over the loop. Sprint requires CLEC to provide in writing (via the service order) the spectrum management class (SMC), as defined in the T1E1.4/2000-002R2 Draft and subsequent updates, of the desired loop, so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements. CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management. If CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order). On non-voice grade loops, both standard and non-standard, Sprint will only provide electrical continuity and line balance.
 - 5.5.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Section 21 above in this Agreement.
 - 5.5.3. If Sprint uses Digital Loop Carrier or other similar remote concentration devices, and if facilities and necessary equipment are available, Sprint will make alternative arrangements available to CLEC at CLEC's request, to provide an unbundled voice grade loop. Alternative arrangements may include existing copper facilities, dedicated transmission equipment or the deployment of newer devices providing for multiple hosting.

- 5.5.4. Where facilities and necessary equipment are not available, CLEC requests will be processed through the BFR process. CLEC agrees to reimburse Sprint for the actual cost of the modifications necessary to make the alternative arrangements available.
- 5.5.5. CLEC will submit a BFR for non-voice grade loops that are not currently price listed.
- 5.5.6. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.
- 5.5.7. CLEC shall meet the power spectral density requirement given in the respective technical references listed below:
 - 5.5.7.1. For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
 - 5.5.7.2. For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.
 - 5.5.7.3. For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.
 - 5.5.7.4. As an alternative to 5.7.1 CLEC may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000, "Working Draft of Spectrum Management Standard", and subsequent revisions of this document.
- 5.6. Non-Standard Non-Voice Grade Loops
 - 5.6.1. If CLEC requests a xDSL loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Sprint will only provide a Non-Standard Non-Voice Grade Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Non-Voice Grade Loops will not be subject to performance measurements or technical specifications, however, all of the SMC requirements set forth in Section 5.5 are applicable.
- 5.7. Adherence to National Industry Standards

- 5.7.1. In providing advanced service loop technology, Sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
- 5.7.2. Until long term industry standards and practices can be established, a particular technology shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:
 - 5.7.2.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
 - 5.7.2.2. Is approved by an industry standards body, the FCC, or any state commission or;
 - 5.7.2.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 5.7.2.3, the burden is on CLEC to demonstrate to the state commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 5.7.3. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 5.7.4. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to 5.7.2, the degraded service shall not prevail against the newly deployed technology.
- 5.7.5. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.

5.7.6. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the CLEC will upgrade its equipment to the adopted standard within 60 days of the standard being adopted.

5.8. Information to be Provided for Deployment of Advanced Services.

5.8.1. In connection with the provision of advanced services, Sprint shall provide to CLEC:

5.8.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;

5.8.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and

5.8.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

5.8.2. In connection with the provision of advanced services, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:

5.8.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;

5.8.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);

5.8.2.3. to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.

5.8.3. In connection with the provision of HFS UNE, if CLEC relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.

- 5.9. At CLEC's request, Sprint will tag and label unbundled loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the loop or as a separate service subsequent to the ordering of the loop.
 - 5.9.1. Sprint will include the following information on the label: order number, due date, CLEC name, and the circuit number.
 - 5.9.2. Tag and Label is available on the following types of loops: 2- and 4- wire analog loops, 2- and 4-wire xDSL capable loops, DSO 2- and 4-wire loops, and DS1 4-wire loops.
 - 5.9.3. CLEC must specify on the order form whether each loop should be tagged and labeled.
- 5.10. The rates for loop tag and label and related services are set forth on Table One, which is incorporated into and made a part of this agreement. Tagging and labeling of DS3 and OC3 loops will be priced on an ICB basis.

6. SUBLOOPS

- 6.1. Sprint will offer unbundled access to subloops, or portions of the loop, at any accessible terminal in Sprint's outside loop plant. Such locations include, for example, a pole or pedestal, the network interface device, the minimum point of entry to the customer premises, and the feeder distribution interface located in, for example, a utility room, a remote terminal, or a controlled environment vault or at the MDF.
- 6.2. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable (e.g., via screw posts, terminals, patch panels) without removing a splice case to reach the wire or fiber within.
- 6.3. Initially Sprint will consider all requests for access to subloops on an individual case basis due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLEC covering the interconnection time intervals, prices and other information based on the BFR process as set forth in Section 3 under this Attachment III. Typical arrangements and corresponding prices will be developed after a substantial number have been provided and a pattern exists.
- 6.4. Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.

- 6.5. To the extent Sprint owns inside wire and related maintenance for itself and its customers, Sprint will provide CLEC existing inside wire, including intrabuilding and interbuilding cable, at any accessible point, where technically feasible. Where available, inside wire is offered separate from the UNE loop, and the rates for inside wire are distinct from the loop rates.
- 6.5.1. Inside wire is the wire, owned by Sprint, and located on the customer's side of the network interface (NI), as defined in §51.319(a)(2)(i). Inside wire also includes interbuilding and intrabuilding cable. Interbuilding cable means the cable between buildings in a campus setting (i.e. between multiple buildings at a customer location).
- 6.5.1.1. Intrabuilding cable means the cable running vertically and horizontally within a building.
- 6.5.1.2. Intrabuilding cable includes riser cable and plenum cable.
- 6.5.2. Sprint will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.
- 6.6. Requests for inside wire, including ordering and provisioning, will be handled on an Individual Case Basis (ICB) due to the uniqueness of each instance where Sprint may own inside wire. The application of prices for inside wire will be matched to the specific facilities located at the site where it is being sold. The prices for inside wire are reflected in the standardized price list for the components for inside wire, including interbuilding cable, intrabuilding cable, SAI, riser cable and plenum cable. Non-recurring interconnection costs and charges will be determined on a site-specific basis and are dependent upon the facilities present at the location. The purchase of inside wire may necessitate the purchase of other facilities, including but not limited to, loop, network interface devices (NIDs), building terminals, and/or serving area interfaces (SAIs).

7. LOCAL SWITCHING

- 7.1. Local Switching is the Network Element that provides the functionality required to connect the appropriate lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired line or trunk. Such functionality shall include all of the features, functions, and capabilities that the underlying Sprint switch providing such Local Switching function provides for Sprint's own services. Functionality may include, but is not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), Centrex, or Centrex like services, Automatic Call Distributor (ACD), CLEC presubscription (e.g., long distance Carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. Since Sprint will

offer EELs, Sprint is not required to provide local switching under this Section 7 for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

- 7.2. Sprint will provide customized routing at CLEC's request where technically feasible. Customized routing enables the CLEC to route their customer's traffic differently than normally provided by Sprint. For example, customized routing will allow the CLEC to route their customer's operator handled traffic to a different provider. CLEC requests will be processed through the BFR process. Pricing will be on a time and materials basis.
- 7.3. Technical Requirements
 - 7.3.1. Sprint shall provide its standard recorded announcements (as designated by CLEC) and call progress tones to alert callers of call progress and disposition. CLEC will use the BFR process for unique announcements.
 - 7.3.2. Sprint shall change a subscriber from Sprint's Telecommunications Services to CLEC's Telecommunications Services without loss of feature functionality unless expressly agreed otherwise by CLEC.
 - 7.3.3. Sprint shall control congestion points such as mass calling events, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Congestion Control, and Network Routing Overflow. Application of such control shall be competitively neutral and not favor any user of unbundled switching or Sprint.
 - 7.3.4. Sprint shall offer all Local Switching features that are technically feasible and provide feature offerings at Parity with those provided by Sprint to itself or any other party.
- 7.4. Interface Requirements. Sprint shall provide the following interfaces:
 - 7.4.1. Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
 - 7.4.2. Coin phone signaling;
 - 7.4.3. Basic and Primary Rate Interface ISDN adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements;
 - 7.4.4. Two-wire analog interface to PBX to include reverse battery, E&M, wink start and DID;
 - 7.4.5. Four-wire analog interface to PBX to include reverse battery, E&M, wink start and DID; and
 - 7.4.6. Four-wire DS1 interface to PBX or subscriber provided equipment (e.g., computers and voice response systems).

- 7.5. Sprint shall provide access to interfaces, including but not limited to:
 - 7.5.1. SS7 Signaling Network, Dial Pulse or Multi-Frequency trunking if requested by CLEC;
 - 7.5.2. Interface to CLEC operator services systems or Operator Services through appropriate trunk interconnections for the system; and
 - 7.5.3. Interface to CLEC directory assistance services through the CLEC switched network or to Directory Services through the appropriate trunk interconnections for the system; and 950 access or other CLEC required access to interexchange carriers as requested through appropriate trunk interfaces.

8. TANDEM SWITCHING

- 8.1. Tandem Switching is the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to CLEC, Sprint, independent telephone companies, IXCs and wireless Carriers. A host/remote end office configuration is not a Tandem Switching arrangement.
- 8.2. Technical Requirements
 - 8.2.1. The requirement for Tandem Switching include, but are not limited to, the following:
 - 8.2.1.1. Interconnection to Sprint tandem(s) will provide CLEC local interconnection for local service purposes to the Sprint end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.
 - 8.2.1.2. Interconnection to a Sprint tandem for transit purposes will provide access to telecommunications carriers which are connected to that tandem.
 - 8.2.1.3. Where a Sprint Tandem Switch also provides End-Office Switch functions, interconnection to a Sprint tandem serving that exchange will also provide CLEC access to Sprint's end offices.
 - 8.2.2. Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
 - 8.2.3. To the extent technically feasible, Tandem Switching shall record billable events for distribution to the billing center designated by CLEC.
 - 8.2.4. Tandem Switching shall control congestion using capabilities such as Automatic Congestion Control and Network Routing Overflow. Congestion control provided or imposed on CLEC traffic shall be at Parity

with controls being provided or imposed on Sprint traffic (e.g., Sprint shall not block CLEC traffic and leave its traffic unaffected or less affected).

8.2.5. The Local Switching and Tandem Switching functions may be combined in an office. If this is done, both Local Switching and Tandem Switching shall provide all of the functionality required of each of those Network Elements in this Agreement.

8.2.6. Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

8.3. Interface Requirements

8.3.1. Direct trunks will be utilized for interconnection to Sprint Tandems, excluding transit traffic via common trunks as may be required under the Act.

8.3.2. Sprint shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

9. PACKET SWITCHING

9.1. Sprint will provide CLEC unbundled packet switching if all of the following conditions are met:

9.1.1. Sprint has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems, or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

9.1.2. There are no spare copper loops cable of supporting the xDSL services the requesting carrier seeks to offer;

9.1.3. Sprint has not permitted the requesting carrier to deploy a Digital Subscriber Line Access Multiplexer (DSLAM) at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 C.F.R. §51.319(b); and

9.1.4. Sprint has deployed packet switching capability for its own use.

10. TRANSPORT

10.1. Shared Transport. Sprint will offer unbundled access to shared transport where unbundled local circuit switching is provided. Shared Transport is shared between multiple carriers and must be switched at a tandem. Shared transport is defined as transmission facilities shared by more than one carrier, including

Sprint, between end office switches, between end office switches and tandem switches, and between tandem switches in the Sprint network.

10.1.1. Sprint may provide Shared Transport at DS-0, DS-1, DS-3, STS-1 or higher transmission bit rate circuits.

10.1.2. Sprint shall be responsible for the engineering, provisioning, and maintenance of the underlying Sprint equipment and facilities that are used to provide Shared Transport.

10.2. **Dedicated Transport.** Sprint will offer unbundled access to dedicated interoffice transmission facilities, or transport, including dark fiber. Terms and conditions for providing dark fiber are set forth in Section 13. Dedicated transport is limited to the use of a single carrier and does not require switching at a tandem. Dedicated interoffice transmission facilities are defined as Sprint transmission facilities dedicated to a particular customer or carrier that provide Telecommunications Services between wire centers owned by Sprint or requesting telecommunications carriers, or between switches owned by Sprint or requesting telecommunications carriers.

10.2.1. Technical Requirements

10.2.1.1. Where technologically feasible and available, Sprint shall offer Dedicated Transport consistent with the underlying technology as follows:

10.2.1.1.1. When Sprint provides Dedicated Transport, the entire designated transmission circuit (e.g., DS-1, DS-3, STS-1) shall be dedicated to CLEC designated traffic.

10.2.1.1.2. Where Sprint has technology available, Sprint shall offer Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDS) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

11. SIGNALING SYSTEMS AND DATABASES

11.1. Sprint will offer unbundled access to signaling links and signaling transfer points (STPs) in conjunction with unbundled switching, and on a stand-alone basis. The signaling network element includes, but is not limited to, signaling links and STPs. Sprint will offer unbundled access to call-related databases, including, but not limited to, the Line Information database (LIDB), Toll Free Calling database,

Number Portability database, Calling Name (CNAM) database, Advanced Intelligent Network (AIN) databases, and the AIN platform and architecture. Sprint reserves the right to decline to offer unbundled access to certain AIN software that qualifies for proprietary treatment. The access to the above call related databases are not required based on this contract. If through interconnections CLEC has access to Sprint's SS7 Network, they therefore have the ability to perform database queries. If the event arises and CLEC accesses these databases, Sprint has the right to bill for such services.

11.2. Signaling Systems

11.2.1. Signaling Link Transport

11.2.1.1. Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at a Sprint STP site.

11.2.1.2. Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.

11.2.2. Signaling Transfer Points (STPs)

11.2.2.1. Signaling Transfer Points (STPs) provide functionality that enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer points.

11.2.3. Technical Requirements. STPs shall provide access to and fully support the functions of all other Network Elements connected to the Sprint SS7 network. These include:

11.2.3.1. Sprint Local Switching or Tandem Switching;

11.2.3.2. Sprint Service Control Points/Databases;

11.2.3.3. Third-party local or Tandem Switching systems; and

11.2.3.4. Third party provides STPs.

11.2.4. Interface Requirements. Sprint shall provide the following STP options to connect CLEC or CLEC-designated local switching systems or STPs to the Sprint SS7 network:

- 11.2.4.1. An A-link interface from CLEC local switching systems; and
- 11.2.4.2. B- or D-link interface from CLEC STPs.
- 11.2.4.3. Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:
 - 11.2.4.3.1. An A-link layer shall consist of two links,
 - 11.2.4.3.2. A B- or D-link layer shall consist of four links,
 - 11.2.4.3.3. Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Sprint STPs is located. Interface to Sprint's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and CLEC shall pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

11.3. Line Information Database (LIDB)

11.3.1. The LIDB is a transaction-oriented database accessible CCS network. It contains records associated with subscribers' Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements, or CLEC's network, and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between the Sprint CCS network and other CCS networks. LIDB also interfaces to administrative systems. The administrative system interface provides Work Centers with an interface to LIDB for functions such as provisioning, auditing of data, access to LIDB measurements and reports.

11.3.2. Technical Requirements

- 11.3.2.1. Prior to the availability of Local Number Portability, Sprint shall enable CLEC to store in Sprint's LIDB any subscriber Line Number of Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-01-XX Group is supported by that LIDB, and NPA-NXX and NXX-0/1XX Group Records, belonging to a NPA-NXX or NXX-0/1XX owned by CLEC.
- 11.3.2.2. Subsequent to the availability of a long-term solution for Number Portability, Sprint, under the terms of a separate

agreement with CLEC, shall enable CLEC to store in Sprint's LIDB any subscriber Line Number or Special Billing Number record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.

11.3.2.3. Sprint shall perform the following LIDB functions for CLEC's subscriber records in LIDB: Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and Calling Card Validation.

11.3.2.3.1. CLEC shall specify each point within the Client's networks that may originate queries to Sprint's LIDB. This shall be communicated to the Sprint network point of contact via the format in Appendix C.

11.3.2.4. Sprint shall provide access to Sprint's SS7 gateway to other non-Sprint LIDB providers.

11.3.2.5. Sprint shall process CLEC's subscribers' records in LIDB at Parity with Sprint subscriber records, with respect to other LIDB functions Sprint shall indicate to CLEC what additional functions (if any) are performed by LIDB in their network.

11.3.2.6. Sprint shall perform backup and recovery of all of CLEC's data in LIDB at Parity with backup and recovery of all other records in the LIDB, including sending to LIDB all changes made since the date of the most recent backup copy.

11.3.3. Compensation and Billing

11.3.3.1. Access by CLEC to LIDB information in Sprint's LIDB Database - CLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

11.3.3.2. Access to Other Companies' LIDB Database - Access to other companies' LIDB shall be provided at a per query rate established for hubbing of \$0.0035 and a rate for LIDB queries and switching of \$0.065 for a combined rate of \$0.0685.

11.3.3.3. Billing - Invoices will be sent out by the 15th of each month on a LIDB specific invoice.

11.3.3.4. Late Payments - All charges and fees not paid by CLEC to Sprint within thirty (30) days of the due date shall bear late payment penalties, from and after the expiration of that 30 day period, of one and one-half percent (1.5%) per month (calculated on the basis of a 30 day month for payments during any month),

compounded monthly. Payments shall be applied to the oldest outstanding amount first.

11.3.3.5. Disputes - If CLEC has any dispute associated with the invoice, CLEC shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following CLEC's receipt of any such invoice, Sprint fails for any reason to provide CLEC access to data and records, the foregoing sixty (60) day period shall automatically extend to sixty (60) days following Sprint's provision to CLEC. The Parties agree to proceed under the Dispute Resolution Process as provided in Section 23. All invoices must be paid in full and any adjustments relating to a dispute amount shall be reflected on the Statement issued after resolution.

11.3.4. Authorized Uses of Sprint's LIDB Database - Use of Sprint's LIDB Database by CLEC and CLEC's customers is limited to obtaining information, on a call-by-call basis, for delivery of name with Caller ID functions and shall not be stored or resold by CLEC or its customers in any form.

11.4. Calling Name Database (CNAM)

11.4.1. The CNAM database is a transaction-oriented database accessible CCS network. It contains records associated with subscribers' Line Numbers and Names. CNAM accepts queries from other Network Elements, or CLEC's network, and provides the calling name. The query originator need not be the owner of CNAM data. CNAM provides the calling parties name to be delivered and displayed to the terminating caller with 'Caller ID with Name'.

11.4.2. Technical Requirements

11.4.2.1. Storage of CLEC Caller Names in the Sprint CNAM Database is available under the terms of a separate contract.

11.4.2.2. Sprint shall provide access to Sprint CNAM database for purpose of receiving and responding to Calling Name Service Queries.

11.4.2.2.1. CLEC shall specify each point within the CLEC's networks that may originate queries to Sprint's CNAM database. This shall be communicated to the Sprint network point of contact via the format in Appendix C.

11.4.2.3. Sprint shall provide access to Sprint's SS7 gateway to other non-Sprint CNAM providers for the purpose of receiving and

responding to Calling Name Queries where the names are stored in other non-Sprint databases.

11.4.3. Compensation and Billing

11.4.3.1. Access by CLEC to CNAM information in Sprint's CNAM Database - CLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

11.4.3.2. Access to Other Companies' CNAM Database - Access to other companies CNAM shall be provided at a per query rate established for hubbing of \$0.0035 and a rate for CNAM queries and switching of \$0.016 for a combined rate of \$0.0195.

11.4.3.3. Billing - Invoices will be sent out by the 15th of each month on a CNAM specific invoice.

11.4.3.4. Late Payments - All charges and fees not paid by CLEC to Sprint within thirty (30) days of the due date shall bear late penalties, from and after the expiration of that 30 day period, of a one and one-half percent (1.5%) per month (calculated on the basis of a 30 day month for payments during any month), compounded monthly. Payments shall be applied to the oldest outstanding amount first.

11.4.3.5. Disputes - If CLEC has any dispute associated with the invoice, CLEC shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following CLEC's receipt of any such invoice, Sprint fails for any reason to provide CLEC access to data and records, the foregoing sixty (60) days following Sprint's provision to CLEC. The Parties agree to proceed under the Dispute Resolution Process as provided in Section 21 above. All invoices must be paid in full and any adjustments relating to a dispute amount shall be reflected on the Statement issued after resolution.

11.4.4. Authorized Uses of Sprint's CNAM Database - Use of Sprint's CNAM Database by CLEC and its customers is limited to obtaining information, on a call-by-call basis, for delivery of name with Caller ID functions and shall not be stored or resold by CLEC or its customers in any form.

11.5. Toll Free Number Database

11.5.1. The Toll Free Number Database provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional vertical features (i.e., time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from STPs. The Toll Free records stored in Sprint's

database are downloaded from the SMS/800. Sprint shall provide the Toll Free Number Database in accordance with the following:

11.5.1.1. Technical Requirements

11.5.1.1.1. Sprint shall make the Sprint Toll Free Number Database available for CLEC to query, from CLEC's designated switch including Sprint unbundled local switching with a toll-free number and originating information.

11.5.1.1.2. The Toll Free Number Database shall return CLEC identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Sprint switch.

11.5.1.2. Interface Requirements. The signaling interface between the CLEC or other local switch and the Toll-Free Number database shall use the TCAP protocol, together with the signaling network interface.

11.5.2. Compensation and Billing

11.5.2.1. Access by CLEC to the Toll Free Number Database Information - CLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.

11.5.2.2. Billing - Invoices will be sent out by the 15th of each month on a Toll Free Number Database specific invoice.

11.5.2.3. Late Payments - All charges and fees not paid by CLEC to Sprint within thirty (30) days of the due date shall bear late payment penalties, from and after the expiration of that 30 day period, of one and one-half percent (1.5%) per month (calculated on the basis of a 30 day month for payments during any month), compounded monthly. Payments shall be applied to the oldest *outstanding amount first*.

11.5.2.4. Disputes - If CLEC has any dispute associated with the invoice, CLEC shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following CLEC's receipt of any such invoice, Sprint fails for any reason to provide CLEC access to data and records, the foregoing sixty (60) day period shall automatically extend to sixty (60) days following Sprint's provision to CLEC. The Parties agree to proceed under the Dispute Resolution Process as provided in Section 21 above. All invoices must be paid in full and any

adjustments relating to a dispute amount shall be reflected on the Statement issued after resolution.

11.5.3. Authorized Uses of Sprint's Toll Free Database - Use of Sprint's Toll Free Database by CLEC and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.

11.6. Local Number Portability Local Routing Query Service

11.6.1. TCAP messages originated by CLEC's SSPs and received by Sprint's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to CLEC so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN. Sprint shall provide the LNP Query Service in accordance with the following:

11.6.1.1. Technical Requirements

11.6.1.1.1. CLEC agrees to obtain, prior to the initiation of any query or other service under this Agreement, a NPAC/SMS User Agreement with Lockheed. CLEC will maintain the NPAC/SMS User Agreement with the Lockheed, or its successor, as long as it continues to make LNP queries to the Sprint database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. Sprint shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement.

11.6.1.1.2. First Usage Notification - Sprint will provide CLEC with notification of the first ported number order processed in each NPA/NXX eligible for porting. This shall be provided via E-mail to CLEC's designee on a mutually agreeable basis.

11.6.2. Compensation and Billing

- 11.6.2.1. Access by CLEC to the LNP Database information -- CLEC shall pay a per query charge as detailed in Sprint's applicable tariff or published price list.
- 11.6.2.2. Billing -- Invoices will be sent out by the 15th of each month on a LNP specific invoice.
- 11.6.2.3. Late Payments -- All charges and fees not paid by CLEC to Sprint within thirty (30) days of the due date shall bear late payment penalties, from and after the expiration of that 30 day period, of one and one-half percent (1.5%) per month (calculated on the basis of a 30 day month for payments during any month), compounded monthly. Payments shall be applied to the oldest outstanding amount first.
- 11.6.2.4. Disputes -- If CLEC has any dispute associated with the invoice, CLEC shall notify Sprint in writing within sixty (60) calendar days of receipt of the invoice or the dispute shall be waived; except that in the event, following CLEC's receipt of any such invoice, Sprint fails for any reason to provide CLEC access to data and records, the forgoing sixty (60) day period shall automatically extend to sixty (60) days following Sprint's provision to CLEC. The Parties agree to proceed under the Dispute Resolution Process as provided in Section 21 above. All invoices must be paid in full and any adjustments relating to a disputed amount shall be reflected on the Statement issued after resolution.
- 11.6.2.5. NPAC Costs -- Sprint's LNP Database service offering does not include the cost of any charges or assessments by Number Portability Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against CLEC as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. SPRINT shall have no liability to CLEC or the NPAC for any of these fees or charges applicable to CLEC, even though it may pay such charges for other Sprint companies.

12. OPERATIONS SUPPORT SYSTEMS (OSS)

- 12.1. Sprint will offer unbundled access to Sprint's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Sprint's databases and information. The OSS element

includes access to all loop qualification information contained in Sprint's databases or other records, including information on whether a particular loop is capable of providing advanced services. The prices for loop qualification information are included in the pricing Table of this Agreement.

13. DARK FIBER

13.1. General Rules and Definition

13.1.1. Dark fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. It is fiber optic cable that connects two points within Sprint's network that has not been activated through connection to the electronics that "light" it and render it capable of carrying telecommunications services.

13.1.2. Sprint will unbundle dark fiber for the dedicated transport, loop and sub-loop network elements. Dark fiber is not a separate network element, but a subset of dedicated transport, loop and subloop network elements. Any rules and guidelines for these network elements, including accessibility, will apply to dark fiber.

13.2. Fiber Availability

13.2.1. Spare fibers in a sheath are not considered available if Sprint has an established project to put the fiber in use within the current year and the following year.

13.2.2. Sprint will also reserve a reasonable amount of spare capacity in each fiber sheath to facilitate maintenance and rearrangements and changes. A minimum of four fibers in each sheath will be reserved for this purpose.

13.2.3. Dark fiber will be leased on a first come first served basis.

13.2.4. CLECs can reserve fiber by submitting orders and paying for it. A CLEC may lease from two fibers up to 25% of the available fibers in a sheath. CLEC leased fiber is subject to the take-back provisions listed below.

13.2.5. Sprint will not restrict the use of leased dark fiber.

13.3. Interconnection Arrangements

13.3.1. Rules for gaining access to unbundled network elements apply to dark fiber. CLEC must establish a point of interconnection (POI) to gain access. Virtual and physical collocation arrangements would normally be used by CLEC to locate the optical electronic equipment necessary to "light" leased dark fiber.

13.3.2. The CLEC that requests dark fiber must be able to connect to the Sprint fiber by means of fiber patch panel. The CLEC fiber patch panel must

meet the requirements of using the same optical cross connects that Sprint uses for its fiber patch panel.

13.3.3. Dark fiber will be provided in the following four manners:

- 13.3.3.1. Dark fiber transport will be between two Sprint fiber patch panels (FPP) in two separate Sprint offices. CLEC will establish a FPP POI in each office. Sprint and CLEC FPP will be connected via fiber patch cords.
- 13.3.3.2. Dark fiber feeder will be between two Sprint FPPs, one located in a Sprint central office and one at a remote location, such as a digital loop carrier. CLEC will establish a FPP POI in the Sprint central office which will be connected to the Sprint FPP via a fiber patch cord. CLEC will establish a POI at the remote site and order a collocation or interconnection arrangement at Sprint's FPP. A fiber "pigtail" will connect the virtual appearance on Sprint's FPP and the CLEC POI.
- 13.3.3.3. Dark fiber distribution is between a Sprint FPP located outside a Sprint central office (e.g., remote site) and a FPP located at a customer premises. CLEC must establish a POI in the Sprint remote site as described above and is responsible for providing facilities on the customer's premises.
- 13.3.3.4. Dark fiber loop is between a Sprint FPP located in a Sprint central office and a FPP located at a customer's premises. CLEC must establish a POI in the Sprint central office and is responsible for providing facilities on the customer's premises.

13.4. Rules for Take Back

- 13.4.1. Sprint can take back dark fiber to meet its carrier of last resort obligations.
- 13.4.2. Sprint will provide CLEC 12 months written notice prior to taking back fiber.
- 13.4.3. If multiple CLECs have leased fiber within a single sheath, Sprint will use the following criteria for taking back fiber.

13.4.3.1. Leased fibers not in use will be taken back first. Leased fibers not in use for the longest period of time will be taken back first.

13.4.3.2. Leased fibers with the lowest capacity will be taken back next. For example, fibers with an OC-3 system will be taken back before those with OC-12 electronics. Those leased for the shortest period will be taken back first.

13.4.4. The Dispute Resolution Procedures found in Section 21 above of this Agreement will be followed if CLEC wishes to contest Sprint's decision to take back its leased fiber.

13.5. Ordering Procedure

13.5.1. CLEC will submit orders for dark fiber via the local service request (LSR) process. Specific ordering instructions and procedures for determining the location of Sprint fiber are outlined in the Joint Operations Plan. Charges will apply for pre-order inquiries.

13.5.2. Sprint will review the request for availability and will respond to a CLEC within 30 days regarding the acceptance or rejection of the order. If the order is accepted, the response will provide the planned installation date.

13.5.3. The order will be completed if dark fiber is available.

13.5.4. An explanation will accompany any rejection to a CLEC.

13.5.5. CLEC will follow the Dispute Resolution Process outlined in Section 21 above of this Agreement if they wish to contest the rejection.

13.6. Maintenance and Testing

13.6.1. Each carrier is responsible for maintaining the facilities that it owns.

13.6.2. Sprint tests fiber at the time of original installation and will not test it again until an interconnection is established. CLEC will conduct the end-to-end test in conjunction with dark fiber splicing.

13.6.3. Cooperative testing is available at CLEC's request. Additional rates and charges will apply.

13.7. Rates and Charges

13.7.1. The rates and charges for dark fiber will be developed as part of the BFR process as set forth in Section 3 of this Agreement.

13.7.2. Special construction charges may apply to accommodate a CLEC requested arrangement.

14. LOOP FREQUENCY UNBUNDLING

14.1. General Terms

- 14.1.1.** Sprint shall make available as a separate unbundled network element the HFS UNE for line sharing by CLEC. Prices for each of the separate components offered in association with the HFS UNE are reflected in Table One to this Agreement unless otherwise noted.
- 14.1.2.** Pursuant to FCC rules and orders as applicable under the provisions of Paragraph 2.3 of this Agreement, Sprint shall provide unbundled access to the HFS UNE at its central office locations and at any accessible terminal in the outside loop plant, subject to the execution by CLEC of a collocation agreement and the availability of space.
- 14.1.3.** Sprint shall make the HFS UNE available to CLEC in only those instances when Sprint is the provider of analog circuit-switched voice band service on that same copper loop to the same End User.
 - 14.1.3.1.** Sprint's HFS UNE unbundling obligation does not apply where copper facilities do not exist.
 - 14.1.3.2.** When requested, Sprint will move an end user's analog circuit switched voice band service from digital loop carrier derived service to spare copper facilities, if available, via the non-recurring charges listed in Table One at CLEC's expense.
- 14.1.4.** Reverse ADSL Loops. If a CLEC's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Sprint's Network and if an ADSL copper loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Sprint host or remote central office must be a facility dedicated to ADSL transmission only and not part of Sprint's regular feeder or distribution plant.
- 14.1.5.** In the event that the End User being served by CLEC via HFS UNE terminates its Sprint-provided analog circuit-switched voice band service, or when Sprint provided analog circuit switched voice band service is disconnected due to "denial for non-pay", Sprint shall provide reasonable notice to CLEC prior to disconnect. CLEC shall have the option of purchasing an entire stand-alone UNE Non-Voice Grade loop if it wishes to continue to provide advanced services to that End User. If CLEC notifies Sprint that it chooses this option, CLEC and Sprint shall cooperate to transition DSL service from the HFS UNE to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. . If CLEC declines to purchase the entire stand alone UNE Non-Voice Grade loop, Sprint may terminate the HFS UNE.

- 14.1.6. Sprint will use reasonable efforts to accommodate the continued use by CLEC as a stand-alone UNE Non-Voice Grade loop of the copper loop facilities over which CLEC is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates; provided that:
- 14.1.6.1. adequate facilities are available to allow the provisioning of voice service over such other facilities, and
 - 14.1.6.2. CLEC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFS UNE to a stand alone unbundled non-voice grade loop as specified in the Existing Interconnection Agreement (excluding conditioning charges).
- 14.1.7. If separate loop facilities do not exist to provide analog circuit switched voice band services to the End User and the End User being served by CLEC via HFS UNE has its Sprint-provided analog circuit-switched voice band service terminated and another carrier ("Voice CLEC") seeks to purchase the copper loop facilities (either as resale or a UNE) over which CLEC is provisioning advanced services at the time that the Sprint-provided analog circuit-switched voice band service terminates, Sprint will continue to allow the provision of advanced services by CLEC over the copper facilities as an entire stand-alone UNE Non-Voice Grade loop until such time as the Voice CLEC certifies to Sprint that the End User has chosen the Voice CLEC for the provision of voice service over the existing facilities. Sprint will provide reasonable notice to CLEC prior to disconnection.
- 14.1.8. Sprint will offer as a UNE or a combination of UNEs, line sharing over fiber fed loops, including loops behind DLCs, under the following conditions:

14.1.8.1. Sprint must first have deployed the applicable technology in the Sprint Network and be providing service to its End Users over such facilities employing the technology;

14.1.8.2 There must be a finding that the provision of High Frequency Spectrum Network Element in this fashion is technically feasible and, to the extent that other UNEs are involved in the provision of such service, that the combination of such elements as are necessary to provide the service is required under the Act.

14.1.8.3 The pricing as set forth in this Agreement would not apply to the provision of such services and appropriate pricing would have to be developed, as well as operational issues associated with the provision of the service.

14.2. Information to be Provided

14.2.1. In connection with the provision of HFS UNE, Sprint shall provide to CLEC:

14.2.1.1. information with respect to the spectrum management procedures and policies that Sprint uses in determining which services can be deployed;

14.2.1.2. information with respect to the rejection of CLEC's provision of advanced services, together with the specific reason for the rejection; and

14.2.1.3. information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

14.2.2. In connection with the provision of HFS UNE, CLEC shall provide to Sprint the following information on the type of technology that CLEC seeks to deploy where CLEC asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:

14.2.2.1. information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft and subsequent updates, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;

14.2.2.2. the SMC (i.e. PSD mask) of the service it seeks to deploy, at the time of ordering and if CLEC requires a change in the SMC of a particular loop, CLEC shall notify Sprint in writing of the requested change in SMC (via a service order);

14.2.2.3. to the extent not previously provided CLEC must disclose to Sprint every SMC that the CLEC has implemented on Sprint's facilities to permit effective Spectrum Management.

14.2.3. In connection with the provision of HFS UNE, if CLEC relies on a calculation-based approach to support deployment of a particular technology, it must provide Sprint with information on the speed and power at which the signal will be transmitted.

14.3. Conditioning, Testing, Maintenance

14.3.1. Sprint will condition loops at the request of CLEC. Conditioned loops are copper loops from which excessive bridge taps, load coils, low-pass filters, range extenders, load coils and similar devices have been removed to enable the delivery of high-speed wireline telecommunications capability, including DSL. Sprint will assess charges for loop conditioning in accordance with the prices listed in Table One. Conditioning charges apply to all loops irrespective of the length of the loop. Sprint will not condition the loop if such activity significantly degrades the quality of the analog circuit-switched voice band service on the loop.

14.3.2. If Sprint declines a CLEC request to condition a loop and Sprint is unable to satisfy CLEC of the reasonableness of Sprint's justification for such refusal, Sprint must make a showing to the relevant state commission that conditioning the specific loop in question will significantly degrade voiceband services.

14.3.3. If CLEC requests an ADSL loop, for which the effective loop length exceeds the ADSL standard of 18 kft (subject to gauge design used in an area), additional non-recurring charges for engineering and load coil removal will apply, plus trip charges and any applicable maintenance charges as set forth in Table One to this Agreement. Non-standard non-voice grade loops will not be subject to performance measurements (unless required by the Commission) or technical specifications, however all of the SMC requirements set forth in Section 2.2 above are applicable. On conditioned non-voice grade loops, both standard (under 18 kft) and non-

standard (over 18 kft), Sprint will provide electrical continuity and line balance.

- 14.3.4. At the installation of the analog circuit-switched voice band service, and in response to reported trouble, Sprint will perform basic testing (simple metallic measurements) by accessing the loop through the voice switch. Sprint expects the CLEC to deploy the testing capability for its own specialized services. If CLEC requests testing other than basic installation testing as indicated above, Sprint and CLEC will negotiate terms and charges for such testing.
- 14.3.5. In the event both Sprint's analog circuit-switched voice services and the CLEC's services using the high frequency portion of the loop are harmed through no fault of either Party, or if the high frequency portion of the loop is harmed due to any action of Sprint other than loop maintenance and improvements, Sprint will remedy the cause of the outage at no cost to the CLEC. Any additional maintenance of service conducted at CLEC's request by Sprint on behalf of the CLEC solely for the benefit of the CLEC's services will be paid for by CLEC at prices negotiated by Sprint and CLEC.

14.4. Deployment and Interference

- 14.4.1. In providing services utilizing the high frequency spectrum network element, sprint shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
- 14.4.2. Sprint shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Section 21 above of this Agreement.
- 14.4.3. Until long term industry standards and practices can be established, a particular technology using the high frequency portion of the loop shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:

- 14.4.3.1. Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
 - 14.4.3.2. Is approved by an industry standards body, the FCC, or any state commission or;
 - 14.4.3.3. Has been successfully deployed by any carrier without significantly degrading the performance of other services; provided however, where CLEC seeks to establish that deployment of a technology falls within the presumption of acceptability under this paragraph 14.4.3, the burden is on CLEC to demonstrate to the state commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 14.5. If a deployed technology significantly degrades traditional analog circuit-switched voice band services, Sprint will notify the CLEC and give them a reasonable opportunity to correct the problem. CLEC will immediately stop any new deployment until the problem is resolved to mitigate disruption of Sprint and other carrier services. If Sprint and the CLEC are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the CLECs technology is the cause of the interference, the CLEC will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 14.6. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the State Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference, the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.
- 14.7. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to 5.7.2, the degraded service shall not prevail against the newly deployed technology.
- 14.8. If Sprint denies a request by CLEC to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 14.9. Splitters

14.9.1 In providing access to the High Frequency Spectrum Network Element, CLEC will purchase, install and maintain the splitter in their caged or cageless collocation space, unless Sprint and CLEC negotiate other network architecture options for the purchase, installation and maintenance of the Splitter. All wiring connectivity from the CLEC DSLAM (Sprint analog voice input to the splitter and combined analog voice/data output from the splitter) will be cabled out to the Sprint distribution frame for cross connection with jumpers. Prices for these services are reflected in Table One. Sprint will provide and, if requested, install the cabling from the CLEC collocation area to Sprint's distribution frame and be reimbursed, as applicable, per the normal collocation process, except that no charges shall apply for any reassignment of carrier facilities ("CFA") or reduction of existing facilities. CLEC will make all cable connections to their equipment.

15. FORECAST

- 15.1. CLEC will provide monthly forecast information to Sprint updated quarterly on a rolling twelve-month basis for requests for Voice Grade Loops (including Subloops), Non-Voice Grade Loops (including Subloops), and HFS UNEs. An initial forecast meeting should be held soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The forecasts shall project the gain/loss of shared lines on a monthly basis by Sprint wire center and shall include a description of any major network projects planned by CLEC that will affect the demand. Forecast information shall be subject to the confidentiality provisions of this Agreement. Forecast information will be used solely for network planning and operations planning and shall not be disclosed within Sprint except as required for such purposes. Under no circumstances shall CLEC specific forecast information be disclosed to Sprint's retail organization (excluding solely those operational personnel engaged in network and operations planning), product planning, sales or marketing.
- 15.2. Upon request of either Party, the Parties shall meet to review their forecasts going forward if forecasts vary significantly from actual results.
- 15.3. Each Party shall provide a specified point of contact for planning purposes.

16. INDEMNIFICATION

- 16.1. Each Party, whether a CLEC or Sprint, agrees that should it cause any non-standard DSL technologies to be deployed or used in connection with or on Sprint facilities, that Party will pay all costs associated with any damage, service interruption or other telecommunications service degradation, or damage to the other Party's facilities.
- 16.2. For any technology, CLEC represents that its use of any Sprint network element, or of its own equipment or facilities in conjunction with any Sprint network

element, will not materially interfere with or impair service over any facilities of Sprint, its affiliated companies or connecting and concurring carriers, cause damage to Sprint's plan, impair the privacy of any communications carried over Sprint's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Sprint may discontinue or refuse service if CLEC violates this provision, provided that such termination of service will be limited to CLEC's use of the element(s) causing the violation. Sprint will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm.

17. LOOP MAKE-UP INFORMATION

- 17.1. To the extent technically feasible, CLEC will be given access to Loop Qualification and OSS interfaces that Sprint is providing any other CLEC and/or Sprint or its affiliates. Sprint shall make available this Loop Qualification in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECs, including affiliates. The charges for Loop Qualification are set forth in Table One to this Agreement.
- 17.2. Subject to 17.1 above, Sprint's Loop Qualification will provide response to CLEC queries. Until replaced with automated OSS access, Sprint will provide Loop Qualification access on a manual basis.
- 17.3. Information provided to the CLEC will not be filtered or digested in a manner that it would affect the CLECs ability to qualify the loop for advanced services. Sprint will not refuse to supply information based on the availability of products offered by Sprint.
- 17.4. Sprint shall provide Loop Qualification based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Qualification requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLEC connects to the Sprint LTD network.
- 17.5. Errors identified in validation of the Loop Qualification inquiry order will be passed back to the CLEC.
- 17.6. Sprint may provide the requested Loop Qualification information to the CLECs in whatever manner Sprint would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (i.e. – fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLEC must provide a unique fax number used solely for the receipt of Loop Qualification information.
- 17.7. If CLEC does not order Loop Qualification prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLEC agrees that:

- 17.7.1. CLEC will be charged a Trouble Isolation Charge to determine the cause of the failure;
- 17.7.2. If Sprint undertakes Loop Qualification activity to determine the reason for such failure, CLEC will be charged a Loop Qualification Charge; and
- 17.7.3. If Sprint undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, CLEC will pay applicable conditioning charges as set forth in Table One pursuant to Section 5.2 of this Attachment III.

18. VOICE UNE-P AND EEL

18.1. Combination of Network Elements

- 18.1.1. CLEC may order Unbundled Network Elements either individually or in the combinations of VOICE UNE-P and EEL as specifically set forth in this Section of the Agreement.

18.2. Definitions

- 18.2.1. EEL - Enhanced Extended Link (EEL). EEL for purposes of this Agreement refer to the existing unbundled network elements, specifically NID, loop, multiplexing (MUX) if necessary and transport, in the Sprint Network.
- 18.2.2. VOICE UNE-P - Voice Unbundled Network Element Platform (VOICE UNE-P). VOICE UNE-P for purposes of this Agreement refers to the existing unbundled network elements, specifically NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching, in the Sprint Network and is used to carry traditional POTS analog circuit-switched voice band transmissions.

18.3. General Terms and Conditions

- 18.3.1. Sprint will allow CLEC to order each Unbundled Network Element individually in order to permit CLEC to combine such Network Elements with other Network Elements obtained from Sprint as provided for herein, or with network components provided by itself or by third parties to provide telecommunications services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Sprint's network or in combination with any other Network Elements that are currently combined in Sprint's Network.
- 18.3.2. Sprint will provide CLEC access to VOICE UNE-P and EEL as provided in this Agreement. CLEC is not required to own or control any of its own local exchange facilities before it can purchase or use VOICE UNE-P or EEL to provide a telecommunications service under this Agreement. Any

request by CLEC for Sprint to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section 4 under this Attachment III and made available to CLEC upon implementation by Sprint of the necessary operational modifications.

18.3.3. The provisioning of VOICE UNE-P and EEL combinations is limited to existing facilities and Sprint is not obligated to construct additional facilities to accommodate any request by CLEC.

18.3.4. Notwithstanding Sprint's general duty to unbundle local Circuit Switching, Sprint shall not be required to unbundle local Circuit Switching, nor provide VOICE UNE-P for CLEC when CLEC serves end-users with four or more voice grade (DS0) equivalents or lines provided that Sprint provides nondiscriminatory access to combinations of unbundled loops and transport (EELs) throughout Density Zone 1, when Sprint's local circuit switches are located in the top 50 Metropolitan Statistical Areas as set forth in Appendix B of the *Third Report and Order and Fourth Further Notice of Proposed Rulemaking* in CC Docket 96-98, and in Density Zone 1, as defined in §69.123 on January 1, 1999 (the Exemption). Sprint may audit CLEC's UNE-P customer base in accordance with Section 6 of Part B to ensure CLEC's adherence to the Exemption.

18.4. Specific Combinations and Pricing

18.4.1. In order to facilitate the provisioning of VOICE UNE-P and EEL Sprint shall support the ordering and provisioning of these specific combinations as set forth below.

18.4.2. The Parties agree to negotiate an acceptable interim solution and support the development of industry standards for joint implementation. Ordering and provisioning for VOICE UNE-P and EEL will be converted to industry standards within a reasonable period of time after those standards have been finalized and Sprint has had the opportunity to implement necessary operation modifications.

18.5. Sprint Offers the Following Combinations of Network Elements

18.5.1. Voice Unbundled Network Element Platform (UNE-P). VOICE UNE-P is the combination of the NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching network elements.

18.5.1.1. Sprint will offer the combination of the NID, Loop, Local Circuit Switching, Shared Transport, and Local Tandem Switching (where Sprint is the provider of Shared Transport and Local Tandem Switching) unbundled network elements to provide VOICE UNE-P at the applicable recurring charges and non-

recurring charges as specified in Table One for VOICE UNE-P plus the applicable Service Order Charge.

18.5.1.2. Until such time as Sprint can bill the recurring charges for usage based VOICE UNE-P elements (Local Circuit Switching, Shared Transport, Local Tandem Switching), these charges will be billed to CLEC at the recurring flat rate charge reflected in Table One. This rate will be \$6.10 per port per month. Upon the implementation of the necessary operational modifications, Sprint will convert from billing CLEC based on this flat rated monthly charge to applicable usage based charges for the VOICE UNE-P elements.

18.5.1.3. Sprint will provide originating and terminating access records to CLEC for access usage over VOICE UNE-P. CLEC will be responsible for billing the respective originating and/or terminating access charges directly to IXCs.

18.5.1.4. Sprint will provide CLEC toll call records that will allow it to bill its end users for toll charges. Such record exchange will be in industry standard EMI format at the charges set forth in Table One. Any non-standard requested format would be handled through the BFR process as set forth in Section 4 under this Attachment III.

18.5.2. EEL is the combination of the NID, Loop, and Dedicated Transport network elements.

18.5.2.1. Sprint will offer the combination of unbundled loops with unbundled dedicated transport as described herein to provide EEL at the applicable recurring and non-recurring charges as specified in Table One for EEL, the applicable recurring and nonrecurring charges for cross connects and Service Order Charges. Sprint will provide cross-connect unbundled 2 or 4-wire analog or 2-wire digital loops to unbundled voice grade/DS0, DS1, or DS3 dedicated transport facilities (DS0 dedicated transport is only available between Sprint central offices) for CLEC's provision of circuit switched telephone exchange service to CLEC's own end user customers.

18.5.2.2. Multiplexing shall be provided as necessary as part of dedicated transport.

18.5.2.3. In order to obtain EELs a requesting carrier must be providing a "significant amount of local exchange service" over the proposed EEL to the end user customer, as that phrase is defined by the FCC.

18.5.2.4. Notwithstanding the above limitations, pursuant to Section 7 of this Attachment III, Sprint will offer EELs where the component

UNEs are not previously or currently combined where Sprint is not required to provide local switching for switching used to serve end users with four or more lines in access density zone 1, in the top 50 Metropolitan Statistical Areas.

**ATTACHMENT IV
INTERCONNECTION**

1. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

- 1.1. The Parties agree to initially use two-way trunks (one-way directionalized) for an interim period. The Parties shall transition from directionalized two-way trunks upon mutual agreement, absent engineering or billing issues. The Parties shall transition all one-way trunks established under this Agreement.
- 1.1.1. The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:
- 1.1.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic.
- 1.1.1.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Sprint's network.
- 1.1.1.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.
- 1.1.1.4. Separate trunk groups will be utilized for connecting CLEC's Operator Service Center to Sprint's Operator Service center for operator-assisted busy line interrupt/verify.
- 1.1.1.5. Separate trunk groups will be utilized for connecting CLEC's switch to Sprint's Directory Assistance center in instances where CLEC is purchasing Sprint's unbundled Directory Assistance service.
- 1.2. Point of Interconnection
- 1.2.1. Point of Interconnection (POI) means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks. CLEC is limited to constructing one POI in each Sprint LATA.
- 1.2.2. CLEC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI.
- 1.2.3. For construction of new facilities when the parties choose to interconnect at a mid-span meet, CLEC and Sprint will jointly provision the facilities that connect the two networks. Sprint will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation

plan. Sprint will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less.

1.2.4. Should CLEC prefer, new interconnection facilities may be provisioned via third party facilities or CLEC lease of tariffed services from Sprint. Special construction charges, if applicable, will be charged in accordance with Sprint's access service tariff.

1.2.4.1. If third party leased facilities are used for interconnection, or if leased facilities are provided under a meet-point arrangement between Sprint and a third-party, the POI will be defined as the Sprint office in which the leased circuit terminates. CLEC is responsible to terminate the leased facility in a collocation space (if unbundled loops or switched ports will be purchased in the central office) or a set of Sprint-provided DSX jacks to clearly establish the POI.

1.2.4.2. If Sprint-provided-leased facilities are used, the POI will be defined as the demarcation point between Sprint's facility and CLEC's equipment as long as the end point is within Sprint's exchange area.

2. INTERCONNECTION COMPENSATION MECHANISMS

2.1. Each party is responsible for bringing their facilities to POI.

2.2. Interconnection Compensation

2.2.1. If Sprint provides one-hundred percent (100%) of the facility, Sprint will charge CLEC one-hundred percent (100%) of the lease rates for the facility. CLEC may charge Sprint a proportionate amount of Sprint's dedicated transport rate based on the use of the facility as described above.

2.2.2. If a meet-point is established via construction of new facilities or re-arrangement of existing physical facilities between Sprint and CLEC, the relative use factor will be reduced by the proportionate length of haul provided by each party. Sprint shall be responsible for network provisioning as described in § 1.2.3 herein.

2.2.3. If CLEC provides one-hundred percent (100%) of the interconnection facility via lease of meet-point circuits between Sprint and a third-party; lease of third party facilities; or construction of its own facilities; CLEC may charge Sprint for proportionate amount based on relative usage using the lesser of:

2.2.3.1. Sprint's dedicated interconnection rate;

2.2.3.2. Its own costs if filed and approved by a commission of appropriate jurisdiction; and

2.2.3.3. The actual lease cost of the interconnecting facility.

2.3. Compensation for Local Traffic Transport and Termination

2.3.1. The POI determines the point at which the originating carrier shall pay the terminating carrier for the completion of that traffic. The following compensation elements shall apply:

2.3.1.1. "Transport," which includes dedicated and common transport and any necessary Tandem Switching of Local Traffic from the interconnection point between the two carriers to the terminating carrier's end-office switch that directly serves the called end-user; and

2.3.1.2. "Termination," which includes the switching of Local Traffic at the terminating carrier's end office switch.

2.4. When a CLEC subscriber places a call to Sprint's subscriber, CLEC will hand off that call to Sprint at the POI. Conversely, when Sprint hands off Local Traffic to CLEC for CLEC to transport and terminate, Sprint may use the established POI or Sprint may designate its own POI.

2.4.1. CLEC and Sprint may each designate a POI at any technically feasible point including but not limited to any electronic or manual cross-connect points, collocations, entrance facilities, and mid-span meets. The transport and termination charges for Local Traffic flowing through a POI shall be as follows:

2.4.1.1. When calls from CLEC are terminating on Sprint's network through the Sprint Tandem Switch, CLEC will pay Sprint for transport charges from the POI to the Tandem for dedicated transport. CLEC shall also pay a charge for Tandem Switching, common transport to the end office, and end-office termination.

2.4.1.2. When Sprint terminates calls to CLEC's subscribers using CLEC's switch, Sprint shall pay CLEC for transport charges from the POI to the CLEC switching center for dedicated transport. Sprint shall also pay to CLEC a charge symmetrical to its own charges for the functionality actually provided by CLEC for call termination.

2.4.1.3. CLEC may choose to establish direct trunking to any given end office. If CLEC leases trunks from Sprint, it shall pay charges for dedicated transport. For calls terminating from CLEC to subscribers served by these directly-trunked end offices, CLEC shall also pay an end-office termination. For Sprint traffic terminating to CLEC over the direct end office trunking, compensation payable by Sprint shall be the same as that detailed in § 2.4.1 above.

3. SIGNALING

- 3.1. Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Bellcore Standards including ISDN user part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.
- 3.2. Refer to Attachment III, Article **Error! Reference source not found.** for detailed terms of SS7 Network Interconnection.
- 3.3. Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, CLEC will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
 - 3.3.1. Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between CLEC and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or Sprint internal customer demand for 64K CCC trunks.

4. NETWORK SERVICING

- 4.1. Trunk Forecasting
 - 4.1.1. The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:

- 4.1.1.1. Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);
- 4.1.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
- 4.1.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 4.1.2. Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.
- 4.1.3. Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 4.1.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon by CLEC and Sprint.
- 4.1.5. The parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:
 - 4.1.5.1. In the event that one Party over-forecasts its trunking requirements by twenty percent (20%) or more, and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it incurs.
 - 4.1.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.
 - 4.1.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.

- 4.2. **Grade of Service.** A blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a CLEC end office and a Sprint access Tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).
- 4.3. **Trunk Servicing.** Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for trunk ordering.

5. NETWORK MANAGEMENT

- 5.1. **Protective Protocols.** Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. CLEC and Sprint will immediately notify each other of any protective control action planned or executed.
- 5.2. **Expansive Protocols.** Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.
- 5.3. **Mass Calling.** CLEC and Sprint shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network. Mass calling numbers are not cannot be used in conjunction with INP.

6. USAGE MEASUREMENT

- 6.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.
- 6.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.

- 6.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.
- 6.4. The Parties agree to review the accuracy of the PLU on a regular basis. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the Effective Date of the contract.

7. TRANSIT TRAFFIC

- 7.1. Transit Traffic means the delivery of local traffic by CLEC or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks. The following traffic types will be delivered by either Party: local traffic and intraLATA toll and switched traffic originated from CLEC or Sprint and delivered to such third party LEC, ILEC or CMRS; and intraLATA 800 traffic.
- 7.2. Terms and Conditions
 - 7.2.1. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of transit traffic to that third party, unless the Parties agree otherwise in writing.
 - 7.2.2. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination or any identifiable transit traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.
- 7.3. Payment Terms and Conditions
 - 7.3.1. In addition to the payment terms and conditions contained in other sections of this Agreement, the Parties shall compensate each other for transit service as follows:
 - 7.3.1.1. The originating Party shall pay to the transiting Party a transit service charge as set forth in the Pricing Schedule; and
 - 7.3.1.2. If the terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party.
- 7.4. Billing Records and Exchange of Data

- 7.4.1. Parties will use the best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.
- 7.4.2. The transiting Party agrees to provide the terminating Party information on traffic originated by a third party CLEC, ILEC, or CMRS provider. To the extent Sprint incurs additional cost in providing this billing information, CLEC agrees to reimburse Sprint for its direct costs of providing this information.
- 7.4.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

8. RESPONSIBILITIES OF THE PARTIES

- 8.1. Sprint and CLEC will review engineering requirements consistent with the Implementation Plan described in Part B, Article 30 and Part C, Attachment IV, Article 4 and otherwise as set forth in this Agreement.
- 8.2. CLEC and Sprint shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.
- 8.3. CLEC and Sprint shall:
 - 8.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
 - 8.3.2. Notify each other when there is any change affecting the service requested, including the due date.
 - 8.3.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.
 - 8.3.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.
 - 8.3.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

- 8.3.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.
- 8.3.7. Provide to each other test-line numbers and access to test lines.
- 8.3.8. Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

ATTACHMENT V
INTERIM NUMBER PORTABILITY

1. SPRINT PROVISION OF INTERIM NUMBER PORTABILITY

1.1. Sprint shall provide INP in accordance with requirements of the Act and FCC Rules and Regulations. INP shall be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of CLEC services until such time as LNP service is offered in the Sprint rate center, in which case INP will be discontinued. Beginning on the date LNP is available in an area, INP orders will no longer be processed, and the Parties will work together to convert the existing INP lines to LNP.

2. INTERIM NUMBER PORTABILITY

2.1. Interim Number Portability (INP) shall be provided to the extent technical capabilities allow, by a Sprint directed Remote Call Forwarding (RCF). In the event RCF is a purchased feature of the CLEC end user, there is no relationship between RCF and INP. Once LNP is generally available in Sprint's serving area, RCF will be provided only as a retail service offering by Sprint.

2.2. Remote Call Forwarding (RCF) is an INP method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When RCF is used to provide interim number portability, calls to the ported number will first route to the Sprint switch to which the ported number was previously assigned. The Sprint switch will then forward the call to a number associated with the CLEC designated switch to which the number is ported. CLEC may order any additional paths to handle multiple simultaneous calls to the same ported telephone number.

2.3. The trunking requirements will be agreed upon by Sprint and CLEC resultant from application of sound engineering principles. These trunking options may include SS7 signaling, in-band signaling, and may be one-way or two-way. The trunks used may be the same as those used for exchange of other Local Traffic and toll traffic between Sprint and CLEC.

2.4. Local Exchange Routing Guide (LERG) Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the block to CLEC through the LERG. Updates to translations in the Sprint switching office from which the telephone number is ported will be made by Sprint prior to the date on which LERG changes become effective, in order to redirect calls to the CLEC switch via route indexing.

2.5. Other Currently Available Number Portability Provisions:

- 2.5.1. Where SS7 is available, Sprint shall exchange with CLEC, SS7 TCAP messages as required for the implementation CLASS or other features available in the Sprint network, if technically feasible.
- 2.5.2. Upon notification that CLEC will be initiating INP, Sprint shall disclose to CLEC any technical or capacity limitations that would prevent use of the requested INP in the affected switching office. Sprint and CLEC shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including promptly updating switch translations, where necessary, after notification that physical cut-over has been completed (or initiated), as CLEC may designate.
- 2.5.3. For INP, CLEC shall have the right to use the existing Sprint 911 infrastructure for all 911 capabilities. When RCF is used for CLEC subscribers, both the ported numbers and shadow numbers shall be stored in ALI databases. CLEC shall have the right to verify the accuracy of the information in the ALI databases.
 - 2.5.3.1. When any INP method is used to port a subscriber, the donor provider must maintain the LIDB record for that number to reflect appropriate conditions as reported to it by the porting service provider. The donor must outclear call records to CLEC for billing and collection from the subscriber. Until such time as Sprint's LIDB has the software capability to recognize a ported number as CLEC's, Sprint shall store the ported number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the ported number. At such time as Sprint's LIDB has the software capability to recognize that the ported number is CLEC's then, if CLEC desires to store numbers on Sprint's LIDB, the parties shall negotiate a separate LIDB database storage and look-up agreement.
- 2.5.4. Sprint will send a CARE transaction 2231 to notify IXC that access is now provided by a new CLEC for that number.

3. REQUIREMENTS FOR INP

3.1. Cut-Over Process

- 3.1.1. Sprint and CLEC shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber.
 - 3.1.1.1. For a Coordinated Cutover Environment, Sprint and CLEC will coordinate the disconnect and switch translations as close to the requested time as possible. The coordination shall be pre-specified by CLEC and agreed to by both parties and in no case shall begin more than thirty (30) minutes after the agreed upon time.

- 3.1.1.2. For a Non-Coordinated Cutover Environment, the Parties will agree to a mutually satisfactory cutover time and Sprint shall schedule an update of disconnect and switch translations at the agreed upon cutover time. Such updates will be available to CLEC at Parity with Sprint's own availability for such activity. Sprint and CLEC shall each provide an appropriate operations contact with whom the Parties can contact in the event manual intervention is needed to complete the cutover. In the event of manual intervention, and if Sprint is unable to resolve the issue within sixty (60) minutes, Sprint shall notify CLEC of the issue and CLEC and Sprint shall determine the plan to resolve it.
- 3.2. Testing. Sprint and CLEC shall cooperate in conducting CLEC's testing to ensure interconnectivity between systems. Sprint shall inform CLEC of any system updates that may affect the CLEC network and Sprint shall, at CLEC's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.
- 3.3. Installation Timeframes
 - 3.3.1. Installation Time Frames for RCF INP, where no other work is required, will be completed using Sprint's standard interval for service installation of complex services.
 - 3.3.2. If a subscriber elects to move its Telephone Exchange Service back to Sprint while on an INP arrangement, Sprint shall notify CLEC of the Subscriber's termination of service with CLEC and the Subscriber's instructions regarding its telephone number(s) at Parity with what is offered to other Sprint customers.
- 3.4. Call Referral Announcements. Should CLEC direct Sprint to terminate INP measures, Sprint shall allow CLEC to order a referral announcement available in that switch.
- 3.5. Engineering and Maintenance. Sprint and CLEC will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at Parity with that provided by Sprint to its subscribers and to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 3.6. Operator Services and Directory Assistance
 - 3.6.1. With respect to operator services and directory assistance associated with INP for CLEC subscribers, Sprint shall provide the following:
 - 3.6.1.1. While INP is deployed:

3.6.1.1.1. Sprint shall allow CLEC to order provisioning of Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for ported numbers, as specified by CLEC. Sprint shall continue to allow CLEC access to its LIDB. Other LIDB provisions are specified in this Agreement.

3.6.1.1.2. Where Sprint has control of directory listings for NXX codes containing ported numbers, Sprint shall maintain entries for ported numbers as specified by CLEC.

3.6.2. Sprint OSS shall meet all requirements specified in "Generic Operator Services Switching Requirements for Number Portability," Issue 1.00, Final Draft, April 12, 1996. Editor - Nortel.

3.7. Number Reservation. When a subscriber ports to another service provider and has previously secured, via a tariffed offering, a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall "port" along with the active numbers being ported by the subscriber in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the donor provider. However, Sprint will not port vacant numbers.

ATTACHMENT VI
LOCAL NUMBER PORTABILITY

1. INTRODUCTION

- 1.1. Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum. To the extent consistent with the FCC and Industry rules as amended from time to time, the requirements for LNP shall include the following:
 - 1.1.1. Subscribers must be able to change local service providers and retain the same telephone number(s) within the serving wire center utilizing the portability method in effect within the porting MSA, as offered by the porting carrier, and within the area of portability as defined by the FCC or state commission having jurisdiction over this Agreement.
 - 1.1.2. The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.
 - 1.1.3. Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable offices which have direct trunks to the given switch.
 - 1.1.4. When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the subscriber only in states where appropriate charges from Sprint tariffs are executed for reserved numbers.
 - 1.1.5. NXX Availability. Not all NXXs in each CO may be available for porting.
 - 1.1.6. LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.
 - 1.1.7. Coordination of service order work outside normal business hours (8:00AM to 5:00PM) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.
 - 1.1.8. Mass Calling Events. Parties will notify each other at least seven (7) days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers will be handled outside the normal porting process and comply with any applicable state or federal regulatory requirements developed for mass calling numbers.

2. TRANSITION FROM INP TO LNP

- 2.1. Existing INP Arrangements. As Sprint provisions LNP according to the industry schedule in a Wire Center/Central Office, there will be a maximum of a ninety (90) day transition from INP to LNP. At that time, the CLEC will be required to fully implement LNP according to industry standards.
- 2.2. Once LNP is available in an area, all new portability will be LNP and INP will no longer be offered.

3. TESTING

- 3.1. An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- 3.2. Testing and operational issues will be addressed in the implementation plans as described in Part A, Section 30 of the agreement.
- 3.3. CLEC must be NPAC certified and have met Sprint testing parameters prior to activating LNP. If LNP implementation by a CLEC/CMRS provider occurs past the FCC activation date, testing and porting will be done at CLEC's expense.
- 3.4. Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 3.5. Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may affect the CLEC or Sprint network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

4. ENGINEERING AND MAINTENANCE

- 4.1. Each LNP provider will monitor and perform effective maintenance through testing and the performance of proactive maintenance activities such as routine testing, development of and adherence to appropriate network trouble isolation processes and periodic review of operational elements for translations, routing and network faults.
- 4.2. It will be the responsibility of the Parties to ensure that the network is stable and maintenance and performance levels are maintained in accordance with state commission requirements. It will be the responsibility of the Parties to perform fault isolation in their network before involving other providers.
- 4.3. Additional engineering and maintenance requirements shall apply as specified in this Agreement or the Implementation Plan.

5. E911/911

- 5.1. When a subscriber ports to another service provider, the donor provider shall use information provided by the porting provider to update the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to PSAP call centers.
- 5.2. Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber ports to another service provider. The Parties agree that the customer shall not be dropped from the 911 database during the transition.

6. BILLING

- 6.1. When an IXC terminates an InterLATA or IntraLATA toll call to either party's local exchange customer whose telephone number has been ported from one party to the other, the parties agree that the party to whom the number has been ported shall receive revenues from those IXC access charges associated with end office switching, local transport, RIC, and CCL, as appropriate, and such other applicable charges. The party from whom the number has been ported shall be entitled only to receive any entrance facility fees, access tandem fees and appropriate local transport charges as set forth in this Agreement. Such access charge payments will be adjusted to the extent that the paying party has already paid Reciprocal Compensation for the same minutes of use. When a call for which access charges are not applicable is terminated to a party's local exchange customer whose telephone number has been ported from the other party, the parties agree that the Reciprocal Compensation arrangements described in this Agreement shall apply.
- 6.2. Non-Payment. Customers lose the right to the ported telephone number upon non-payment of charges. Sprint will not port telephone numbers of customers who have bills in default.

ATTACHMENT VII
GENERAL BUSINESS REQUIREMENTS

1. PROCEDURES

1.1. Contact with Subscribers

1.1.1. Each Party at all times shall be the primary contact and account control for all interactions with its subscribers, except as specified by that Party. Subscribers include active subscribers as well as those for whom service orders are pending.

1.1.2. Each Party shall ensure that any of its personnel who may receive subscriber inquiries, or otherwise have opportunity for subscriber contact from the other Party's subscribers regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or subscriber contact.

1.1.3. Sprint shall not use CLEC's request for subscriber information, order submission, or any other aspect of CLEC's processes or services to aid Sprint's marketing or sales efforts.

1.2. Expedite and Escalation Procedures

1.2.1. Sprint and CLEC shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, Sprint and CLEC will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after CLEC's request. Each party shall notify the other party of any changes to its escalation contact list as soon as practicable before such changes are effective.

1.2.2. No later than thirty (30) days after CLEC's request Sprint shall provide CLEC with contingency plans for those cases in which normal Service Ordering, Provisioning, Maintenance, Billing, and other procedures for Sprint's unbundled Network Elements, features, functions, and resale services are inoperable.

1.3. **Subscriber of Record.** Sprint shall recognize CLEC as the Subscriber of Record for all Network Elements or services for resale ordered by CLEC and shall send all notices, invoices, and information which pertain to such ordered services

directly to CLEC. CLEC will provide Sprint with addresses to which Sprint shall send all such notices, invoices, and information.

1.4. Service Offerings

- 1.4.1. Sprint shall provide CLEC with access to new services, features and functions concurrent with Sprint's notice to CLEC of such changes, if such service, feature or function is installed and available in the network or as soon thereafter as it is installed and available in the network, so that CLEC may conduct market testing.
- 1.4.2. Essential Services. For purposes of service restoration, Sprint shall designate a CLEC access line as an Essential Service Line (ESL) at Parity with Sprint's treatment of its own subscribers and applicable state law or regulation, if any.
- 1.4.3. Blocking Services. Upon request from CLEC, employing Sprint-approved LSR documentation, Sprint shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided the extent (a) it is an available option for the Telecommunications Service resold by CLEC, or (b) it is technically feasible when requested by CLEC as a function of unbundled Network Elements.
- 1.4.4. Training Support. Sprint shall provide training, on a non-discriminatory basis, for all Sprint employees who may communicate, either by telephone or face-to-face, with CLEC subscribers. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home" notices.

2. ORDERING AND PROVISIONING

- 2.1. Ordering and Provisioning Parity. Sprint shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable CLEC to provide the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements at Parity.
- 2.2. National Exchange Access Center (NEAC)
 - 2.2.1. Sprint shall provide a NEAC or equivalent which shall serve as CLEC's point of contact for all activities involved in the ordering and provisioning of Sprint's unbundled Network Elements, features, functions, and resale services.

- 2.2.2. The NEAC shall provide to CLEC a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 am through 5:00 P.M. Eastern Standard Time on Saturday) answered by competent, knowledgeable personnel and trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.
 - 2.2.3. Sprint shall provide, as requested by CLEC, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Sprint's standard business hours and at other times as agreed upon by the parties to meet subscriber demand.
 - 2.3. Street Index Guide (SIG). Within thirty (30) days of CLEC's written request, Sprint shall provide to CLEC the SIG data, or its equivalent, in an electronic format mutually agreeable to the parties. All changes and updates to the SIG shall be provided to in a mutually agreed format and timeframe.
 - 2.4. CLASS and Custom Features. Where generally available in Sprints serving area, CLEC, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.
 - 2.5. Number Administration/Number Reservation
 - 2.5.1. Sprint shall provide testing and loading of CLEC's NXX on the same basis as Sprint provides itself or its affiliates. Further, Sprint shall provide CLEC with access to abbreviated dialing codes, , and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with CLEC. When CLEC uses numbers from a Sprint NXX, Sprint shall provide the same range of number choices to CLEC, including choice of exchange number, as Sprint provides its own subscribers. Reservation and aging of Sprint NXX's shall remain Sprint's responsibility.
 - 2.5.2. In conjunction with an order for service, Sprint shall accept CLEC orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by CLEC.
 - 2.5.3. For simple services number reservations and aging of Sprint's numbers, Sprint shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Sprint shall provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request. Consistent with the manner in which Sprint provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

2.6. Service Order Process Requirements

2.6.1. Service Migrations and New Subscriber Additions

- 2.6.1.1. For resale services, other than for a CLEC order to convert "as is" a CLEC subscriber, Sprint shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to CLEC service without prior CLEC agreement.
- 2.6.1.2. For services provided through UNEs, Sprint shall recognize CLEC as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another CLEC or Sprint. In addition, Sprint and CLEC will work cooperatively to minimize service interruptions during the conversion.
- 2.6.1.3. Unless otherwise directed by CLEC and when technically capable, when CLEC orders resale Telecommunications Services or UNEs all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.
- 2.6.1.4. For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Sprint, to the extent resources are readily available, and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date.
 - 2.6.1.4.1. Any request made by CLEC to coordinate conversions after normal working hours, or on Saturday's or Sunday's or Sprint holidays shall be performed at CLEC's expense.
- 2.6.1.5. A general Letter of Agency (LOA) initiated by CLEC or Sprint will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by CLEC or Sprint. CLEC and Sprint agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and

shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.

- 2.6.2. **Intercept Treatment and Transfer Service Announcements.** Sprint shall provide unbranded intercept treatment and transfer of service announcements to CLEC's subscribers. Sprint shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Sprint subscribers for all service disconnects, suspensions, or transfers.
- 2.6.3. **Due Date**
 - 2.6.3.1. Sprint shall supply CLEC with due date intervals to be used by CLEC personnel to determine service installation dates.
 - 2.6.3.2. Sprint shall use best efforts to complete orders by the CLEC requested DDD within agreed upon intervals.
- 2.6.4. **Subscriber Premises Inspections and Installations**
 - 2.6.4.1. CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.
 - 2.6.4.2. Sprint shall provide CLEC with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Sprint's own customers. The parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.
- 2.6.5. **Firm Order Confirmation (FOC)**
 - 2.6.5.1. Sprint shall provide to CLEC, a Firm Order Confirmation (FOC) for each CLEC order. The FOC shall contain the appropriate data elements as defined by the OBF standards.
 - 2.6.5.2. For a revised FOC, Sprint shall provide standard detail as defined by the OBF standards.
 - 2.6.5.3. Sprint shall provide to CLEC the date that service is scheduled to be installed.
- 2.6.6. **Order Rejections**
 - 2.6.6.1. Sprint shall reject and return to CLEC any order that Sprint cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from CLEC ordering service at less than the standard order interval. When an order is rejected, Sprint

shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Sprint shall reject any orders on account of the customer Desired Due Date conflicts with published Sprint order provisioning interval requirements.

2.6.7. Service Order Changes

2.6.7.1. In no event will Sprint change a CLEC initiated service order without a new service order directing said change. If an installation or other CLEC ordered work requires a change from the original CLEC service order in any manner, CLEC shall initiate a revised service order. If requested by CLEC, Sprint shall then provide CLEC an estimate of additional labor hours and/or materials.

2.6.7.1.1. When a service order is completed, the cost of the work performed will be reported promptly to CLEC.

2.6.7.2. If a CLEC subscriber requests a service change at the time of installation or other work being performed by Sprint on behalf of CLEC, Sprint, while at the subscriber premises, shall direct the CLEC subscriber to contact CLEC, and CLEC will initiate a new service order.

- 2.7. Network Testing. Sprint shall perform all its standard pre-service testing prior to the completion of the service order.
- 2.8. Service Suspensions/Restorations. Upon CLEC's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, Sprint shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Sprint shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.
- 2.9. Order Completion Notification. Upon completion of the requests submitted by CLEC, Sprint shall provide to CLEC a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.
- 2.10. Specific Unbundling Requirements. CLEC may order and Sprint shall provision unbundled Network Elements. However, it is CLEC's responsibility to combine the individual network elements should it desire to do so.
- 2.11. Systems Interfaces and Information Exchanges
 - 2.11.1. General Requirements

- 2.11.1.1. Sprint shall provide to CLEC Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services. The Interface(s) shall be developed/designed for the transmission of data from CLEC to Sprint, and from Sprint to CLEC.
 - 2.11.1.2. Interim interfaces or processes may be modified, if so agreed by CLEC and Sprint, during the interim period.
 - 2.11.1.3. Until the Electronic Interface is available, Sprint agrees that the NEAC or similar function will accept CLEC orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by CLEC and Sprint.
- 2.11.2. For any CLEC subscriber Sprint shall provide, subject to applicable rules, orders, and decisions, CLEC with access CPNI without requiring CLEC to produce a signed LOA, based on CLEC's blanket representation that subscriber has authorized CLEC to obtain such CPNI.
- 2.11.2.1. The preordering Electronic Interface includes the provisioning of CPNI from Sprint to CLEC. The Parties agree to execute a LOA agreement with the Sprint end user prior to requesting CPNI for that Sprint end user, and to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties, and regarding the use of that information by the requesting party.
 - 2.11.2.2. The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change local service providers. For end users changing service from one party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties.
 - 2.11.2.3. The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received. On a schedule to be determined by Sprint, Sprint will perform a comparison of requests for CPNI to service orders received for the change of Local Service to CLEC. Sprint will produce a report of unmatched requests for CPNI, and may require an LOA from CLEC for each unmatched request. CLEC agrees to provide evidence of end user permission for

receipt of CPNI for all end users in the request by Sprint within three (3) business days of receipt of a request from Sprint. Should Sprint determine that there has been a substantial percentage of unmatched LOA requests, Sprint reserves the right to immediately disconnect the preordering Electronic Interface.

- 2.11.2.4. If CLEC is not able to provide the LOA for ninety-five percent (95%) of the end users requested by Sprint, or if Sprint determines that an LOA is inadequate, CLEC will be considered in breach of the agreement. CLEC can cure the breach by submitting to Sprint evidence of an LOA for each inadequate or omitted LOA within three (3) business days of notification of the breach.
- 2.11.2.5. Should CLEC not be able to cure the breach in the timeframe noted above, Sprint will discontinue processing new service orders until, in Sprint's determination, CLEC has corrected the problem that caused the breach.
- 2.11.2.6. Sprint will resume processing new service orders upon Sprint's timely review and acceptance of evidence provided by CLEC to correct the problem that caused the breach.
- 2.11.2.7. If CLEC and Sprint do not agree that CLEC requested CPNI for a specific end user, or that Sprint has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Part B. Sprint will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.
- 2.11.2.8. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC Electronic Interface to Sprint information systems to allow CLEC to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.
- 2.11.2.9. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface to schedule dispatch and installation appointments at Parity.
- 2.11.2.10. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface to Sprint subscriber information systems which will allow CLEC to determine if a service call is needed to install the line or service at Parity.
- 2.11.2.11. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface to Sprint

information systems which will allow CLEC to provide service availability dates at Parity.

2.11.2.12. When available per Electronic Interface Implementation Plan, Sprint shall provide to CLEC an Electronic Interface which transmits status information on service orders at Parity. Until an Electronic Interface is available, Sprint agrees that Sprint will provide proactive status on service orders at the following critical intervals: acknowledgment, firm order confirmation, and completion according to interim procedures to be mutually developed.

2.12. Standards

2.12.1. General Requirements. CLEC and Sprint shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

3. BILLING

- 3.1. Sprint shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Sprint and CLEC will review any changes to industry standards, and Sprint's interpretation of these standards before they are implemented by Sprint. Until industry standards are adopted and implemented, Sprint shall utilize an interim process as determined by Sprint and reviewed by CLEC as part of the Implementation Plan.
- 3.2. Sprint shall bill CLEC for each service supplied by Sprint to CLEC pursuant to this Agreement at the rates set forth in this Agreement.
- 3.3. Sprint shall provide to CLEC a single point of contact for interconnection at the National Access Service Center (NASC), and Network Elements and resale at Sprint's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 3.4. Sprint shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 3.5. Subject to the terms of this Agreement, CLEC shall pay Sprint within thirty (30) days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.

- 3.6. Billed amounts for which written, itemized disputes or claims have been filed shall be handled in accordance with the procedures set forth in Part B, Article 21 of this Agreement.
- 3.7. Sprint will assess late payment charges to CLEC in accordance with Part B, § 5.5 of this Agreement.
- 3.8. Sprint shall credit CLEC for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Sprint. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
- 3.9. Where Parties have established interconnection, Sprint and the CLEC agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and CLEC will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and CLEC agree to capture EMR records for inward terminating and outward originating calls and send them to the other, as appropriate, in daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct, cartridge or magnetic tape).
- 3.10. Revenue Protection. Sprint shall make available to CLEC, at Parity with what Sprint provides to itself, its Affiliates and other local telecommunications CLECs, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Sprint shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

4. PROVISION OF SUBSCRIBER USAGE DATA

- 4.1. This Article 4 sets forth the terms and conditions for Sprint's provision of Recorded Usage Data (as defined in this Attachment VIII) to CLEC and for information exchange regarding long distance billing. The parties agree to record call information for interconnection in accordance with this Article 4. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber. Sprint shall record for CLEC the messages that Sprint records for and bills to its end users. These records shall be provided at a party's

request and shall be formatted pursuant to Bellcore's EMR standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday business days in EMR format via CDN, or provided on a cartridge or magnetic tape. Sprint and CLEC agree that they shall retain, at each party's sole expense, copies of all EMR records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party.

4.2. General Procedures

- 4.2.1. Sprint shall comply with various industry and OBF standards referred to throughout this Agreement.
- 4.2.2. Sprint shall comply with OBF standards when recording and transmitting Usage Data.
- 4.2.3. Sprint shall record all usage originating from CLEC subscribers using resold services ordered by CLEC, where Sprint records those same services for Sprint subscribers. Recorded Usage Data includes, but is not limited to, the following categories of information:
 - 4.2.3.1. Use of CLASS/LASS/Custom Features that Sprint records and bills for its subscribers on a per usage basis.
 - 4.2.3.2. Calls to Information Providers (IP) reached via Sprint facilities will be provided in accordance with § 4.2.7.
 - 4.2.3.3. Calls to Directory Assistance where Sprint provides such service to a CLEC subscriber.
 - 4.2.3.4. Calls completed via Sprint-provided Operator Services where Sprint provides such service to CLEC's local service subscriber and where Sprint records such usage for its subscribers using Industry Standard Bellcore EMR billing records.
 - 4.2.3.5. For Sprint-provided Centrex Service, station level detail.
- 4.2.4. Retention of Records. Sprint shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Sprint shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) day has expired, Sprint may provide the data back-up at CLEC's expense.
- 4.2.5. Sprint shall provide to CLEC Recorded Usage Data for CLEC subscribers. Sprint shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.
- 4.2.6. Sprint shall not bill directly to CLEC subscribers any recurring or non-recurring charges for CLEC's services to the subscriber except where

explicitly permitted to do so within a written agreement between Sprint and CLEC.

- 4.2.7. Sprint will record 976/N11 calls and transmit them to the IP for billing. Sprint will not bill these calls to either the CLEC or the CLEC's end user.
- 4.2.8. Sprint shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.
- 4.2.9. Sprint shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 4.2.10. Sprint shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.
- 4.2.11. CLEC shall provide a single point of contact responsible for receiving usage transmitted by Sprint and receiving usage tapes from a courier service in the event of a facility outage.
- 4.2.12. Sprint shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

4.3. Charges

- 4.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Sprint and Sprint shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.
- 4.3.2. Sprint will be responsible for returning EMI/EMR records to IXCs with the proper EMR Return Code along with the Operating Company Number (OCN) of the associated ANI, (i.e., Billing Number).
- 4.3.3. Sprint will deliver a monthly statement for wholesale services in the medium (e.g.: NDM, paper, diskette, cartridge, magnetic tape, or CD-ROM) requested by CLEC as follows:
 - 4.3.3.1. Invoices will be provided in a standard Carrier Access Billing format or other such format as Sprint may determine;
 - 4.3.3.2. Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMR industry format will be exchanged daily or at other mutually agreed upon intervals, and CLEC will pay Sprint for providing such call detail;

- 4.3.3.3. The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;
 - 4.3.3.4. Sprint agrees to provide information on the end-user's selection of special features where Sprint maintains such information (e.g.: billing method, special language) when CLEC places the order for service;
 - 4.3.3.5. Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.
 - 4.3.3.6. Sprint shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Sprint shall also bill CLEC for additional copies of the monthly invoice.
- 4.3.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) days.

4.4. Central Clearinghouse & Settlement

- 4.4.1. Sprint and CLEC shall agree upon Clearinghouse and Incollect/Outcollect procedures.
- 4.4.2. Sprint shall settle with CLEC for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

4.5. Lost Data

- 4.5.1. Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Sprint in its performance of the recording function shall be recovered by Sprint at no charge to CLEC. In the event the data cannot be recovered by Sprint, Sprint shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Sprint and CLEC. This estimate shall be used to adjust amounts CLEC owes Sprint for services Sprint provides in conjunction with the provision of Recorded Usage Data.
- 4.5.2. Partial Loss. Sprint shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in 4.1.4.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs.

The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

- 4.5.3. Complete Loss. When Sprint is unable to recover data as discussed in 4.1.4.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
 - 4.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Sprint shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Sprint shall apply the appropriate average revenue per message ("arpm") agreed to by CLEC and Sprint to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.
 - 4.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss
 - 4.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother's day), Sprint shall use volumes from the two (2) preceding Sundays.
 - 4.5.7. If the loss occurs on Mother's day or Christmas day, Sprint shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of CLEC's most recent three (3) month message volume growth. If a previous year's message volumes are not available, a settlement shall be negotiated.
- 4.6. Testing, Changes and Controls
- 4.6.1. The Recorded Usage Data, EMR format, content, and transmission process shall be tested as agreed upon by CLEC and Sprint.
 - 4.6.2. Control procedures for all usage transferred between Sprint and CLEC shall be available for periodic review. This review may be included as part of an Audit of Sprint by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Sprint and CLEC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and Sprint.
 - 4.6.3. Sprint Software Changes

4.6.3.1. When Sprint plans to introduce any software changes which impact the format or content structure of the usage data feed to CLEC, designated Sprint personnel shall notify CLEC no less than ninety (90) calendar days before such changes are implemented.

4.6.3.2. Sprint shall communicate the projected changes to CLEC's single point of contact so that potential impacts on CLEC processing can be determined.

4.6.3.3. CLEC personnel shall review the impact of the change on the entire control structure. CLEC shall negotiate any perceived problems with Sprint and shall arrange to have the data tested utilizing the modified software if required.

4.6.3.4. If it is necessary for Sprint to request changes in the schedule, content or format of usage data transmitted to CLEC, Sprint shall notify CLEC.

4.6.4. CLEC Requested Changes:

4.6.4.1. CLEC may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by Sprint.

4.6.4.2. When the negotiated changes are to be implemented, CLEC and/or Sprint shall arrange for testing of the modified data.

4.7. Information Exchange and Interfaces

4.7.1. Product/Service Specific. Sprint shall provide a Bellcore standard 42-50-01 miscellaneous charge record to support the Special Features Star Services if these features are part of Sprint's offering and are provided for Sprint's subscribers on a per usage basis.

4.7.2. Rejected Recorded Usage Data

4.7.2.1. Upon agreement between CLEC and Sprint, messages that cannot be rated and/or billed by CLEC may be returned to Sprint via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Sprint in their original EMR format utilizing standard EMR return codes.

4.7.2.2. Sprint may correct and resubmit to CLEC any messages returned to Sprint. Sprint will not be liable for any records determined by Sprint to be billable to a CLEC end user. CLEC will not return a message that has been corrected and resubmitted by Sprint. Sprint will only assume liability for errors and unguideables caused by Sprint.

5. GENERAL NETWORK REQUIREMENTS

- 5.1. Sprint shall provide repair, maintenance and testing for all resold Telecommunications Services and such UNEs that Sprint is able to test, in accordance with the terms and conditions of this Agreement.
- 5.2. During the term of this Agreement, Sprint shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Sprint shall provide CLEC with maintenance support at Parity.
- 5.3. Sprint shall provide on a regional basis, a point of contact for CLEC to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.
- 5.4. Sprint shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 5.5. Sprint shall cooperate with CLEC to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 5.6. All Sprint employees or contractors who perform repair service for CLEC subscribers shall follow Sprint standard procedures in all their communications with CLEC subscribers. These procedures and protocols shall ensure that:
 - 5.6.1. Sprint employees or contractors shall perform repair service that is equal in quality to that provided to Sprint subscribers; and
 - 5.6.2. Trouble calls from CLEC shall receive response time priority that is equal to that of Sprint subscribers and shall be handled on a "first come first served" basis regardless of whether the subscriber is a CLEC subscriber or a Sprint subscriber.
- 5.7. Sprint shall provide CLEC with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to CLEC under this Agreement equal in quality to that currently provided by Sprint in the maintenance of its own network. CLEC shall perform its own testing for UNEs.
- 5.8. Sprint shall give maximum advanced notice to CLEC of all non-scheduled maintenance or other planned network activities to be performed by Sprint on any network element, including any hardware, equipment, software, or system, providing service functionality of which CLEC has advised Sprint may potentially impact CLEC subscribers.

- 5.9. Notice of Network Event. Each party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance as follows:
- 5.9.1. Any cable or electronics outage that affects fifty percent (50%) or more of the in-service lines of a central office or one-thousand (1000) access lines, whichever is less with a duration of two (2) minutes or more.
 - 5.9.2. Toll or EAS isolation of an entire exchange with duration of two (2) minutes or more.
 - 5.9.3. Any digital cross-connect or fiber optic complete system failure lasting two (2) minutes or more.
- 5.10. On all misdirected calls from CLEC subscribers requesting repair, Sprint shall provide such CLEC subscriber with the correct CLEC repair telephone number as such number is provided to Sprint by CLEC. Once the Electronic Interface is established between Sprint and CLEC, Sprint agrees that CLEC may report troubles directly to a single Sprint repair/maintenance center for both residential and small business subscribers, unless otherwise agreed to by CLEC.
- 5.11. Upon establishment of an Electronic Interface, Sprint shall notify CLEC via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. CLEC will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists.
- 5.12. Sprint shall perform all testing for resold Telecommunications Services.
- 5.13. Sprint shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, Sprint shall provide CLEC with the disposition of the trouble.
- 5.14. If Sprint initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then CLEC will bear the cost.

6. MISCELLANEOUS SERVICES AND FUNCTIONS

6.1. General

6.1.1. To the extent that Sprint does not provide the services described in this Article 12 to itself, Sprint will use reasonable efforts to facilitate the acquisition of such services for or by CLEC through the existing service provider. CLEC must contract directly with the service provider for such services.

6.1.2. Basic 911 and E911 General Requirements

- 6.1.2.1. Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to CLEC in accordance with the following:
- 6.1.2.2. E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the ALI/DMS, to determine to which PSAP to route the call.
- 6.1.2.3. Basic 911 and E911 functions provided to CLEC shall be at Parity with the support and services that Sprint provides to its subscribers for such similar functionality.
- 6.1.2.4. Basic 911 and E911 access when CLEC purchases Local Switching shall be provided to CLEC in accordance with the following:
 - 6.1.2.4.1. Sprint shall conform to all state regulations concerning emergency services.
 - 6.1.2.4.2. For E911, Sprint shall use its service order process to update and maintain subscriber information in the ALI/DMS. Through this process, Sprint shall provide and validate CLEC subscriber information resident or entered into the ALI/DMS.
 - 6.1.2.4.3. Sprint shall provide for overflow 911 traffic to be routed to Sprint Operator Services or, at CLEC's discretion, directly to CLEC operator services.
- 6.1.3. Basic 911 and E911 access from the CLEC local switch shall be provided to CLEC in accordance with the following:
 - 6.1.3.1. If required by CLEC, Sprint, at CLEC's sole expense, shall interconnect direct trunks from the CLEC network to the E911 PSAP, or the E911 Tandems as designated by CLEC. Such trunks may alternatively be provided by CLEC.
 - 6.1.3.2. In government jurisdictions where Sprint has obligations under existing agreements as the primary provider of the 911 System to the county (Host SPRINT), CLEC shall participate in the provision of the 911 System as follows:
 - 6.1.3.2.1. Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.

- 6.1.3.2.2. Host SPRINT shall be responsible for maintaining the E-911 database. Sprint shall be responsible for maintaining the E-911 routing database.
- 6.1.4. If a third party is the primary service provider to a government agency, CLEC shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and CLEC are totally separate from this Agreement and Sprint makes no representations on behalf of the third party.
- 6.1.5. If CLEC or its Affiliate is the primary service provider to a government agency, CLEC and Sprint shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.
- 6.1.6. Interconnection and database access shall be priced as specified in Attachment I.
- 6.1.7. Sprint shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.
- 6.1.8. In a resale situation, where it may be appropriate for Sprint to update the ALI database, Sprint shall update such database with CLEC data in an interval at Parity with that experienced by Sprint subscribers.
- 6.1.9. Sprint shall transmit to CLEC daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXX's. This transmission shall be electronic and be a separate feed from the subscriber listing feed.
- 6.1.10. Sprint shall provide to CLEC the necessary UNEs for CLEC to provide E911/911 services to government agencies. If such elements are not available from Sprint, Sprint shall offer E911/911 service for resale by CLEC to government agencies.
- 6.1.11. The following are Basic 911 and E911 Database Requirements
- 6.1.11.1. The ALI database shall be managed by Sprint, but is the property of Sprint and CLEC for those records provided by CLEC.
- 6.1.11.2. To the extent allowed by the governmental agency, and where available, copies of the MSAG shall be provided within three business days from the time requested and provided on diskette, magnetic tape, or in a format suitable for use with desktop computers.

- 6.1.11.3. CLEC shall be solely responsible for providing CLEC database records to Sprint for inclusion in Sprint's ALI database on a timely basis.
- 6.1.11.4. Sprint and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC end users. Sprint shall work cooperatively with CLEC to ensure the accuracy of the data transfer by verifying it against the MSAG. Sprint shall accept electronically transmitted files or magnetic tape that conform to NENA Version #2 format.
- 6.1.11.5. CLEC shall assign an E911 database coordinator charged with the responsibility of forwarding CLEC end user ALI record information to Sprint or via a third-party entity, charged with the responsibility of ALI record transfer. CLEC assumes all responsibility for the accuracy of the data that CLEC provides to Sprint.
- 6.1.11.6. CLEC shall provide information on new subscribers to Sprint within one (1) business day of the order completion. Sprint shall update the database within two (2) business days of receiving the data from CLEC. If Sprint detects an error in the CLEC provided data, the data shall be returned to CLEC within two (2) business days from when it was provided to Sprint. CLEC shall respond to requests from Sprint to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 6.1.11.7. Sprint agrees to treat all data on CLEC subscribers provided under this Agreement as confidential and to use data on CLEC subscribers only for the purpose of providing E911 services.
- 6.1.11.8. Sprint shall adopt use of a CLEC Code (NENA standard five-character field) on all ALI records received from CLEC. The CLEC Code will be used to identify the CLEC of record in LNP/INP configurations.
- 6.1.11.9. Sprint shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a Point of Contact for each.

6.1.12. The following are basic 911 and E911 Network Requirements

- 6.1.12.1. Sprint, at CLEC's option, shall provide a minimum of two (2) E911 trunks per 911 switching entity, or that quantity which will maintain P.01 transmission grade of service, whichever is the higher grade of service. Where applicable these trunks will be

dedicated to routing 911 calls from CLEC's switch to a Sprint selective router.

- 6.1.12.2. Sprint shall provide the selective routing of E911 calls received from CLEC's switching office. This includes the ability to receive the ANI of CLEC's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. Sprint shall provide CLEC with the appropriate CLI codes and specifications regarding the Tandem serving area associated addresses and meet-points in the network.
- 6.1.12.3. CLEC shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code. CLEC shall also ensure that its switch provides the line number of the calling station. Where applicable, CLEC shall send a ten-digit ANI to Sprint when there is an ANI failure the CLEC shall send the Central Office Trunk Group number in the Emergency Service Central Office (ESCO) format.
- 6.1.12.4. Each ALI discrepancy report shall be jointly researched by Sprint and CLEC. Corrective action shall be taken immediately by the responsible party.
- 6.1.12.5. Where Sprint controls the 911 network, Sprint should provide CLEC with a detailed written description of, but not limited to, the following information:
 - 6.1.12.5.1. Geographic boundaries of the government entities, PSAPs, and exchanges as necessary.
 - 6.1.12.5.2. LECs rate centers/exchanges, where "Rate Center" is defined as a geographically specified area used for determining mileage dependent rates in the Public Switched Telephone Network.
 - 6.1.12.5.3. Technical specifications for network interface, Technical specifications for database loading and maintenance.
 - 6.1.12.5.4. Sprint shall identify special routing arrangements to complete overflow.
 - 6.1.12.5.5. Sprint shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. Sprint must provide priority restoration of trunks or networks outages on the same terms/conditions it

provides itself and without the imposition of Telecommunications Service Priority (TSP).

6.1.12.5.6. Repair service shall begin immediately upon receipt of a report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without delay.

6.1.12.6. Sprint shall identify any special operator-assisted calling requirements to support 911.

6.1.12.7. Trunking shall be arranged to minimize the likelihood of central office isolation due to cable cuts or other equipment failures. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures.

6.1.12.8. Circuits shall have interoffice, loop and CLEC system diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available CLEC systems. Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.

6.1.12.9. All 911 trunks must be capable of transmitting and receiving Baudot code or ASCII necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

6.1.13. Basic 911 and E911 Additional Requirements

6.1.13.1. All CLEC lines that have been ported via INP shall reach the correct PSAP when 911 is dialed. Sprint shall send both the ported number and the CLEC number (if both are received from CLEC). The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent.

6.1.13.2. Sprint shall work with the appropriate government agency to provide CLEC the ten-digit POTS number of each PSAP which sub-tends each Sprint selective router/911 Tandem to which CLEC is interconnected.

6.1.13.3. Sprint shall notify CLEC 48 hours in advance of any scheduled testing or maintenance affecting CLEC 911 service, and provide notification as soon as possible of any unscheduled outage affecting CLEC 911 service.

- 6.1.13.4. CLEC shall be responsible for reporting all errors, defects and malfunctions to Sprint. Sprint shall provide CLEC with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.
- 6.1.13.5. CLEC may enter into subcontracts with third parties, including CLEC Affiliates, for the performance of any of CLEC's duties and obligations stated herein.
- 6.1.13.6. Sprint shall provide sufficient planning information regarding anticipated moves to SS7 signaling, for 911 services, for the next twelve (12) months.
- 6.1.13.7. Sprint shall provide notification of any impacts to the 911 services provided by Sprint to CLEC resulting from of any pending Tandem moves, NPA splits, or scheduled maintenance outages, with enough time to react.
- 6.1.13.8. Sprint shall identify process for handling of "reverse ALI" inquiries by public safety entities.
- 6.1.13.9. Sprint shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

6.2. Directory Assistance Service

- 6.2.1. Sprint shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, NPA-555-1212) dialed by CLEC subscribers directly to, at CLEC's option, either (a) the CLEC DA service platform to the extent Sprint's switch can perform this customized routing, or (b) Sprint DA service platform to the extent there is a DA service platform for that serving area.
- 6.2.2. CLEC subscribers shall be provided the capability by Sprint to dial the same telephone numbers for access to CLEC Directory Assistance that Sprint subscribers dial to access Sprint Directory Assistance.
- 6.2.3. Should CLEC elect to resell Sprint Directory Assistance, Sprint shall provide Directory Assistance functions and services to CLEC for its subscribers as described below.
 - 6.2.3.1. Sprint agrees to provide CLEC subscribers with the same Directory Assistance service available to Sprint subscribers.
 - 6.2.3.2. Sprint shall notify CLEC in advance of any changes or enhancements to its DA service, and shall make available such service enhancements on a non-discriminatory basis to CLEC.

- 6.2.3.3. Sprint shall provide Directory Assistance to CLEC subscribers in accordance with Sprint's internal local operator procedures and standards.
- 6.2.3.4. Sprint shall provide CLEC with the same level of support for the provisioning of Directory Assistance as Sprint provides itself. Quality of service standards shall be measured at the aggregate level in accordance with standards and performance measurements that are at Parity with the standards and/or performance measurements that Sprint uses and/or which are required by law, regulatory agency, or by Sprint's own internal procedures, whichever are the most rigorous.
- 6.2.3.5. Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, and disaster recovery options.
- 6.2.3.6. CLEC or its designated representatives may inspect any Sprint owned or sub-contracted office, which provides DA services, upon five (5) business days notice to Sprint.
- 6.2.3.7. Directory Assistance services provided by Sprint to CLEC subscribers shall be branded in accordance with Part B, Article 10 of this Agreement.
- 6.2.3.8. Sprint shall provide the following minimum Directory Assistance capabilities to CLEC's subscribers:
- 6.2.3.8.1. A maximum of two subscriber listings and/or addresses or Sprint Parity per CLEC subscriber request.
- 6.2.3.8.2. Telephone number and address to CLEC subscribers upon request, except for non-published/unlisted numbers, in the same states where such information is provided to Sprint subscribers.
- 6.2.3.8.3. Upon CLEC's request, call completion to the requested number for local and intraLATA toll calls shall be sent to the network specified by CLEC where such call completion routing is technically feasible. If fulfillment of such routing request is not technically feasible, Sprint shall promptly notify CLEC if and when such routing becomes technically feasible. Rating and billing responsibility shall be agreed to by CLEC and Sprint.

6.2.3.8.4. Populate the Directory Assistance database in the same manner and in the same time frame as for Sprint subscribers.

6.2.3.8.5. Any information provided by a Directory Assistance Automatic Response Unit (ARU) shall be repeated the same number of times for CLEC subscribers as for Sprint's subscribers.

6.2.3.9. Sprint shall provide CLEC call detail records in a mutually agreed format and manner.

6.3. Operator Services

6.3.1. Sprint shall provide for the routing of local operator services calls (including but not limited to 0+, 0-) dialed by CLEC subscribers directly to either the CLEC operator service platform or Sprint operator service platform to the extent Sprint's switch can perform this customized routing, as specified by CLEC.

6.3.2. CLEC subscribers shall be provided the capability by Sprint to dial the same telephone numbers to access CLEC operator service that Sprint subscribers dial to access Sprint operator service.

6.3.3. Should CLEC elect to resell Sprint Operator Services, Sprint shall provide Operator Services to as described below.

6.3.3.1. Sprint agrees to provide CLEC subscribers the same Operator Services available to Sprint subscribers. Sprint shall make available its service enhancements on a non-discriminatory basis.

6.3.3.2. Operator Services provided to CLEC subscribers shall be branded in accordance with Part B, Article 10 of this Agreement.

6.3.3.3. Sprint shall provide the following minimum Operator Service capabilities to CLEC subscribers:

6.3.3.3.1. Sprint shall complete 0+ and 0- dialed local calls.

6.3.3.3.2. Sprint shall complete 0+ intraLATA toll calls.

6.3.3.3.3. Sprint shall complete calls that are billed to a 0+ access calling card.

6.3.3.3.4. Sprint shall complete person-to-person calls.

6.3.3.3.5. Sprint shall complete collect calls.

- 6.3.3.3.6. Sprint shall provide the capability for callers to bill to a third party and complete such calls.
 - 6.3.3.3.7. Sprint shall complete station-to-station calls.
 - 6.3.3.3.8. Sprint shall process emergency calls.
 - 6.3.3.3.9. Sprint shall process Busy Line Verify and Busy Line Verify and Interrupt requests.
 - 6.3.3.3.10. To the extent not prohibited by law or regulation, Sprint shall process emergency call trace.
 - 6.3.3.3.11. Sprint shall process operator-assisted directory assistance calls.
 - 6.3.3.3.12. Sprint shall provide basic rate quotes, subject to Sprint's operator systems being capable to perform unique rating for CLEC.
 - 6.3.3.3.13. Sprint shall process time-and-charges requests, at Parity with Sprint's own service offerings.
 - 6.3.3.3.14. Sprint shall route 0- traffic directly to a "live" operator team.
 - 6.3.3.3.15. When requested by CLEC, Sprint shall provide instant credit on operator services calls as provided to Sprint subscribers or shall inform CLEC subscribers to call an 800 number for CLEC subscriber service to request a credit. Sprint shall provide one 800 number for business subscribers and another for residential subscribers.
 - 6.3.3.3.16. Caller assistance for the disabled shall be provided in the same manner as provided to Sprint subscribers.
 - 6.3.3.3.17. When available, Sprint shall provide operator-assisted conference calling.
- 6.3.4. Operator Service shall provide CLEC's local usage rates when providing rate quote and time-and-charges services, and subject to the provisions described herein.
- 6.3.5. Operator Service shall adhere to equal access requirements.

- 6.3.6. Sprint shall exercise the same level of fraud control in providing Operator Service to CLEC that Sprint provides for its own operator service.
 - 6.3.7. Sprint shall query for Billed Number Screening restrictions when handling Collect, Third Party, and Calling Card Calls, both for station to station and person to person call types.
 - 6.3.8. Sprint shall provide at an aggregate level for the operator service center, service measurements and accounting reports to CLEC at Parity with the service measurements and accounting reports Sprint provides itself.
 - 6.3.9. CLEC or its designated representatives may inspect any Sprint owned or sub-contracted office, which provides Operator Services, upon five (5) business days notice to Sprint.
 - 6.3.10. Sprint shall direct CLEC subscriber account and other similar inquiries to the subscriber service center designated by CLEC.
 - 6.3.11. Sprint shall provide call records in accordance with Article 4 of this Attachment VIII.
 - 6.3.12. Sprint shall accept and process overflow 911 traffic routed from CLEC to the underlying platform used to provide Operator Service where such overflow is performed by Sprint for its subscribers.
 - 6.3.13. Sprint shall engineer its BLV/BLVI facilities to accommodate the anticipated volume of BLV/BLVI requests during the Busy Hour. CLEC may, from time to time, provide its anticipated volume of BLV/BLVI requests to Sprint. In those instances when the BLV/BLVI systems and databases become unavailable, Sprint shall promptly inform CLEC.
- 6.4. Directory Assistance and Listings Service Requests
- 6.4.1. These requirements pertain to Sprint's DA and Listings Service Request process that enables CLEC to (a) submit CLEC subscriber information for inclusion in Sprint Directory Assistance and Directory Listings databases; (b) submit CLEC subscriber information for inclusion in published directories; and (c) provide CLEC subscriber delivery address information to enable Sprint to fulfill directory distribution obligations.
 - 6.4.2. When implemented by the Parties, Sprint shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Sprint shall create a standard format and order process by which CLEC can place an order with a single point of contact within Sprint.

- 6.4.3. Sprint will provide to CLEC the following Directory Listing Migration Options, valid under all access methods, including but not limited to, Resale, UNEs and Facilities-Based:
 - 6.4.3.1. Migrate with no Changes. Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to CLEC.
 - 6.4.3.2. Migrate with Additions. Retain all white page listings for the subscriber in both DA and DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to CLEC.
 - 6.4.3.3. Migrate with Deletions. Retain all white page listings for the subscriber in both DA and DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to CLEC.
 - 6.4.3.4. To ensure accurate order processing, Sprint or its directory publisher shall provide to CLEC the following information, with updates promptly upon changes:
 - 6.4.3.4.1. A matrix of NXX to central office;
 - 6.4.3.4.2. Geographical maps if available of Sprint service area;
 - 6.4.3.4.3. A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;
 - 6.4.3.4.4. Listing format rules;
 - 6.4.3.4.5. Standard abbreviations acceptable for use in listings and addresses;
 - 6.4.3.4.6. Titles and designations; and
 - 6.4.3.4.7. A list of all available directories and their Business Office close dates
- 6.4.4. Based on changes submitted by CLEC, Sprint shall update and maintain directory assistance and directory listings data for CLEC subscribers who:
 - 6.4.4.1. Disconnect Service;

- 6.4.4.2. Change CLEC;
 - 6.4.4.3. Install Service;
 - 6.4.4.4. Change any service which affects DA information;
 - 6.4.4.5. Specify Non-Solicitation; and
 - 6.4.4.6. Are Non-Published, Non-Listed, or Listed.
- 6.4.5. Sprint shall not charge for storage of CLEC subscriber information in the DA and DL systems.
- 6.4.6. CLEC shall not charge for storage of Sprint subscriber information in the DA and DL systems.
- 6.5. Directory Listings General Requirements. CLEC acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Sprint but rather are performed by and are under the control of the directory publisher. CLEC acknowledges that for a CLEC subscriber's name to appear in a directory, CLEC must submit a Directory Service Request (DSR). Sprint shall use reasonable efforts to assist CLEC in obtaining an agreement with the directory publisher that treats CLEC at Parity with the publisher's treatment of Sprint.
- 6.5.1. This § 6.5.1 pertains to listings requirements published in the traditional white pages.
 - 6.5.2. Sprint shall include in its master subscriber system database all white pages listing information for CLEC subscribers in Sprint territories where CLEC is providing local telephone exchange services and has submitted a DSR.
 - 6.5.3. Sprint agrees to include one basic White pages listing for each CLEC customer located within the geographic scope of its White Page directories, at no additional charge to CLEC. A basic White Pages listing is defined as a customer name, address and either the CLEC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of CLEC customers will be interfiled with listings of Sprint and other LEC customers.
 - 6.5.4. CLEC agrees to provide CLEC customer listing information, including without limitation directory distribution information, to Sprint, at no charge. Sprint will provide CLEC with the appropriate format for provision of CLEC customer listing information to Sprint. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an

industry-standard format for the provision of such information, the parties agree to adopt such format.

- 6.5.5. Sprint agrees to provide White Pages database maintenance services to CLEC. CLEC will be charged a Service Order entry fee upon submission of Service Orders into Sprint's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Sprint's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
- 6.5.6. CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.
- 6.5.7. In addition to a basic White Pages listing, Sprint will provide, at the rates set forth in Attachment I of this Agreement, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's customers.
- 6.5.8. Sprint, or its directory publisher, agree to provide White Pages distribution services to CLEC customers within Sprint's service territory at no additional charge to CLEC. Sprint represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Sprint and to other CLEC customers.
- 6.5.9. Sprint agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, provided that CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information will conform to applicable Sprint directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.
- 6.5.10. Sprint will accord CLEC customer listing information the same level of confidentiality that Sprint accords its own proprietary customer listing information. Sprint shall ensure that access to CLEC customer proprietary listing information will be limited solely to those of Sprint and Sprint's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Sprint will advise its own

employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both Sprint and CLEC will not be deemed a violation of this confidentiality provision.

6.5.11. Sprint will sell or license CLEC's customer listing information to any third parties unless CLEC submits written requests that Sprint refrain from doing so. Sprint and CLEC will work cooperatively to share any payments for the sale or license of CLEC customer listing information to third parties. Any payments due to CLEC for its customer listing information will be net of administrative expenses incurred by Sprint in providing such information to third parties. The parties acknowledge that the release of CLEC's customer listing to Sprint's directory publisher will not constitute the sale or license of CLEC's customer listing information causing any payment obligation to arise pursuant to this § 6.5.11.

6.6. Other Directory Services. Sprint will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with CLEC which will address other directory services desired by CLEC as described in this § 6.6. Both parties acknowledge that Sprint's directory publisher is not a party to this Agreement and that the provisions contained in this § 6.6 are not binding upon Sprint's directory publisher.

6.6.1. Sprint's directory publisher will negotiate with CLEC concerning the provision of a basic Yellow Pages listing to CLEC customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to CLEC customers.

6.6.2. Directory advertising will be offered to CLEC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Sprint and other CLEC customers. Directory advertising will be billed to CLEC customers by directory publisher.

6.6.3. Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to CLEC is maintained without interruption.

6.6.4. Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in § 6.5.9 may be purchased from Sprint's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.

6.6.5. Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings,

covers, design, content or format of directories, and directory advertising sales.

6.7. **Directory Assistance Data.** This section refers to the residential, business, and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. Directory Assistance Data is information that enables telephone exchange CLECs to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Sprint shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Sprint to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.

6.8. **Systems Interfaces and Exchanges**

6.8.1. **Directory Assistance Data Information Exchanges and Interfaces**

6.8.1.1. **Subscriber List Information**

6.8.1.1.1. Sprint shall provide to CLEC, within sixty (60) days after the Approval Date of this Agreement, or at CLEC's request, all published Subscriber List Information (including such information that resides in Sprint's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Sprint provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to CLEC pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

6.8.1.1.2. CLEC shall provide directory listings to Sprint pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

6.9. **Listing Types**

LISTED

The listing information is available for all directory requirements.

NON-LISTED

The listing information is available to all directory requirements, but the information does *not* appear in the published street directory.

NON-PUBLISHED

A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

ATTACHMENT IX
REPORTING STANDARDS

1. GENERAL

- 1.1. Sprint shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards (Performance Standards) that are specified in this agreement or are required by law or regulation. In addition, Sprint's performance under this Agreement shall be provided to CLEC will be at Parity with the performance Sprint provides itself for like service(s).
- 1.2. Sprint and CLEC agree that generally remedies at law alone are adequate to compensate CLEC for any failures to meet the Performance Standard requirements specified in this Agreement, or for failures to provide Customer Usage Data in accordance with this Agreement. However, CLEC shall have the right to seek injunctive relief and other equitable remedies to require Sprint (i) to cause the service ordered by CLEC to meet the Performance Standards specified by the Agreement, (ii) install or provision service ordered by CLEC within the Due Dates specified in this Agreement and (iii) to provide Customer Usage Data in accordance with this Agreement.
- 1.3. Sprint and CLEC agree that all financial remedies available to end-user and access customers for same or like services will be offered to CLEC. At such time that state or federal commission-approved credits/financial remedies are put in place between Sprint and any of its CLEC customers, Sprint would renegotiate this arrangement where such arrangements exist.

2. PARITY AND QUALITY MEASUREMENTS

- 2.1. Sprint will develop self-reporting capabilities comparing Sprint results with CLEC results for the following measures of service parity within six (6) months, but no later than December 31, 1998, of the Effective Date:
 - 2.1.1. Percentage of Commitment Times Met - Service Order
 - 2.1.2. Percentage of Commitment Times Met - Trouble Report
 - 2.1.3. Trouble Reports per 100 Access Lines (Resale only)
 - 2.1.4. Percent Repeated Trouble Reports
 - 2.1.5. Average Receive to Clear
 - 2.1.6. Percentage of Installed Orders without Repair in the first five (5) days
- 2.2. In the event CLEC chooses to utilize the Sprint operator service platform the following measures will be implemented within six (6) months of the date of first use by CLEC:

- 2.2.1. Average Toll Answer Time; and
- 2.2.2. Average Directory Assistance Answer Time.
- 2.3. All above measures will be implemented in a manner that is consistent with the current measures Sprint makes of its own performance.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

“Sprint”

Sprint-Florida, Incorporated

By: William E. Cheek
Name _____
(typed): _____

Title: Vice President Sales & Account
Management

Date: _____

“CLEC”

ALEC, Inc.

By: _____
Name _____
(typed): _____

Title: _____

Date: _____

SPRINT'S STIPULATED EXHIBITS

- 1. ALEC, Inc.'s Responses to Sprint's Interrogatories No. 1, 2 & (Revised 11 & 12) & 13.
- 2. Sprint's Responses to ALEC, Inc.'s Interrogatories No. 12 & 25.
- 3. Sprint's Responses to ALEC's Production of Documents No. 4, 18 & 30.

FLORIDA PUBLIC SERVICE COMMISSION
 DOCKET NO. 020097-IP EXHIBIT NO. 3
 COMPANY/ Sprint-Florida
 WITNESS: 8-7-02
 DATE: 8-7-02

ALEC, INC.
RESPONSE TO SPRINT-FLORIDA, INC.
INTERROGATORIES NOS. 1-15
DOCKET NO. 020099-TP

1. On page 4, lines 19, 20 & 21 of D. Richard McDaniel's corrected direct testimony, he states that ALEC is billing Sprint the "actual lease cost" of the interconnecting facilities. Please explain the arrangement by which ALEC procures the facilities provided to Sprint for dedicated transport from the POI at the Winter Park tandem to ALEC's switch at the Maitland Central Office. What are the recurring and non-recurring charges, stated separately, that ALEC has incurred and paid to Time Warner for the subject interconnection facilities.

RESPONSE:

Based upon Sprint's policy to hand off the traffic at its tandem in Winter Park, ALEC obtained a quote from Time Warner for transport from the POI at the Winter Park tandem to ALEC's switch. ALEC had earlier obtained a quote from Time Warner to terminate the traffic of BellSouth in Maitland. Time Warner has collocations in numerous Sprint offices. ALEC's forecast of demand indicated a need for three DS3s to transport the traffic from Sprint end users to our end user customers. ALEC paid a Time Warner non-recurring charge of \$680.00 for the installation. ALEC pays a monthly total of \$3,608.82 per DS3, which includes a base rate of \$2,934.00, tax, and a \$600.00 multiplexing charge.

RESPONSIBLE WITNESS: RICHARD MCDANIEL

DATE PREPARED: June 20, 2002

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. _____ EXHIBIT NO. _____
COMPANY/
WITNESS: _____
DATE: 8-7-02

ALEC, INC.
RESPONSE TO SPRINT-FLORIDA, INC.
INTERROGATORIES NOS. 1-15
DOCKET NO. 020099-TP

2. On page 8, lines 19-23 and again on pages 11, lines 1-7 of Mr. McDaniel's corrected direct testimony, he states that ALEC charges Sprint for each DS0 based on ALEC's Florida price list access rates. Is Time Warner (the third party from whom ALEC is acquiring the facilities provided to Sprint) charging a rate equivalent to ALEC's access price rate for the facilities provided to ALEC?
-

RESPONSE:

No. ALEC purchases the DS3 facilities from Time Warner. ALEC also purchases multiplexing from Time Warner to multiplex the DS1s handed off from Sprint to upgrade to the DS3 level. For DS0s, ALEC bills only a one-time install charge that covers testing the voice path and signaling and identification in ALEC's switch. Time Warner's basic DS3 billing rate per circuit is \$2,934.00 per month, which does not include associated costs described in Response 1. Time Warner has billed a lesser amount to ALEC on certain invoices and Time Warner has indicated that it is considering a retroactive charge to recoup its shortfall.

RESPONSIBLE WITNESS: RICHARD MCDANIEL

DATE PREPARED: June 20, 2002

ALEC, INC.
RESPONSE TO SPRINT-FLORIDA, INC.
INTERROGATORIES NOS. 1-15
DOCKET NO. 020099-TP

11. Please describe in detail how ALEC completes a Sprint-originated local call from a Sprint subscriber in the Gainesville LATA to an ALEC local service subscriber in the LATA. Please identify the terminating locations for Sprint-originated end user traffic from Sprint's Ocala exchange. How many subscribers does ALEC provide local service to in the Gainesville LATA?

REVISED RESPONSE:

ALEC obtains NPA NXX codes from the NANPA Administrator for the locations where our customers have end user customers. These are the same rate centers as a Sprint rate center. ALEC also purchases a POI CLLI (Point of Interface Common Language Location Identifier) code from Telcordia. This POI is in the Gainesville LATA. The inbound call terminates at our NPA NXX, which is in the same rate center even though ALEC may transport it to our switch in Maitland. ~~Then, through a PRI arrangement, ALEC sends it back to our customer location in the Gainesville LATA.~~

The terminating location for Sprint-originated end user traffic from Sprint's Ocala exchange is at the POI CLLI purchased from Telcordia, which is located at the Ocala Tandem where Sprint hands off the traffic to us.

ALEC has one active ISP subscriber in the Gainesville LATA. The customer does not have a physical address in the Gainesville LATA but markets in that LATA.

RESPONSIBLE WITNESS: RICHARD MCDANIEL

DATE PREPARED: August 6, 2002

ALEC, INC.
RESPONSE TO SPRINT-FLORIDA, INC.
INTERROGATORIES NOS. 1-15
DOCKET NO. 020099-TP

12. Please describe in detail how ALEC completes a Sprint originated local call from a Sprint subscriber in the Tallahassee LATA to an ALEC local service subscriber in the LATA. Please identify the terminating locations for Sprint-originated end user traffic from Sprint's Tallahassee exchange. How many subscribers does ALEC provide local service to in the Tallahassee LATA?

REVISED RESPONSE:

ALEC obtains NPA NXX codes from the NANPA Administrator for the locations where our ISP customers have customers. These are the same rate center as a Sprint rate center. ALEC also purchase a POI CLLI (Point of Interface Common Language Location Identifier) from Telcordia. This POI is in the Tallahassee LATA and the call terminates at this point even though ALEC may then transport it to ALEC's switch in Valdosta. and then, through a PRI arrangement, send it back to our ISP customer location in the Tallahassee LATA.

The terminating location for Sprint-originated end user traffic from Sprint's Tallahassee exchange is at the POI CLLI purchased from Telcordia which is at the Tallahassee Tandem.

ALEC has one customer in the Tallahassee LATA. The customer does not have a physical address in the Tallahassee LATA but markets in that LATA.

RESPONSIBLE WITNESS: RICHARD MCDANIEL

DATE PREPARED: August 6, 2002

ALEC, INC.
RESPONSE TO SPRINT-FLORIDA, INC.
INTERROGATORIES NOS. 1-15
DOCKET NO. 020099-TP

13. Describe how ALEC provisions local services to subscribers in the Gainesville and Tallahassee LATAs.
-

RESPONSE:

If ALEC has the necessary NPA NXX codes to serve a customer, ALEC next examines the transport available based upon a forecast of customer demand to our customer. ALEC will augment the transport facilities if necessary to ensure ALEC has adequate capacity back to our switch locations in Maitland and Valdosta, respectively. If new facilities are needed ALEC requests them from our transport vendor. ALEC also checks to see if ALEC has adequate terminations on our switches. If ALEC need additional cards or shelves to augment our switch ALEC will install the necessary equipment.

Once ALEC has its transport and switch capacity available, ALEC works with the ILEC and they send ASRs to ALEC to establish the new trunk groups or augment existing ones. We test the facilities in coordination with the ILEC to ensure that the SS7 is establishing the correct trunks in our switch. When ALEC has completed all the installation and switch work with the ILEC, ALEC tests with the customer. When the tests are completed, ALEC advises the customer that service is ready. Information is passed to ALEC's billing group at that time.

RESPONSIBLE WITNESS: RICHARD MCDANIEL

DATE PREPARED: June 20, 2002

REQUEST: If ALEC is required to purchase transport from Sprint, what recurring and nonrecurring charge(s) would Sprint assess ALEC for that transport? For the purposes of answering this question, include all the elements for this transport and how Sprint arrived at this charge, including all applicable cost studies and assumptions that support the transport charge Sprint would levy on ALEC.

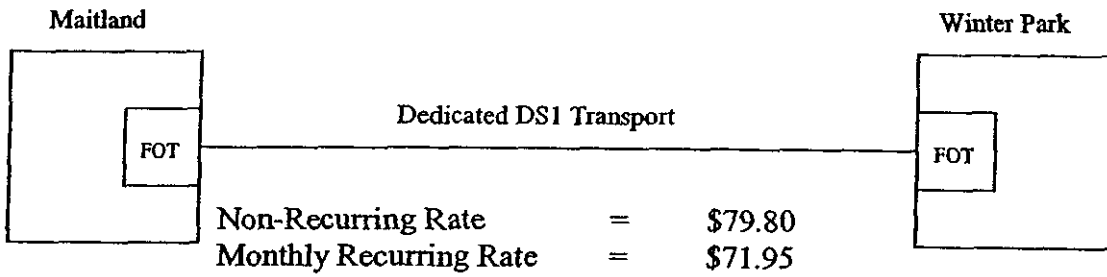
RESPONSE: Please refer to the responses to Interrogatory No. 14 and POD No. 2. Sprint would assess charges as set forth in the interconnection agreement, which provides for symmetrical reciprocal compensation.

As specified by the signed Interconnection Agreement between ALEC, Inc and Sprint dated June 1, 2001, should ALEC, Inc order dedicated DS1 transport from Sprint between Maitland and Winter Park, the nonrecurring charge would be \$79.80 for each dedicated DS1. This rate appears on page 43 (under Transport) and on page 44 (under Reciprocal Compensation) of the Interconnection Agreement.

There would not be separate nonrecurring charges associated with DS0s, as erroneously assessed by ALEC, Inc, because such charges are not applicable when a dedicated DS1 is ordered.

The monthly recurring DS1 rate for this route would be \$71.95. This rate appears on page 71 of the interconnection agreement.

The following is an illustration of the application of Sprint's dedicated transport rates.



REQUEST: Please identify and describe why the interstate access tariff rate of BellSouth for DSOs, rather than the intrastate tariff access rate for DSOs "is likely much closer to BellSouth's actual costs" (Rebuttal Testimony of Jeffrey P. Caswell, page 8, lines 1-12).

RESPONSE: The statement was based on the following:

- a. Interstate access rates have been subject to ongoing reductions resulting from ILEC's annual price cap filings with the FCC. Florida intrastate access rates have not been subject to the same ongoing reductions.
- b. Intrastate access rates have been demonstrated in a Commission proceeding to be significantly above forward-looking costs (see Docket 980000A-SP).
- c. The interstate rates and intrastate rates are for the same functions and costs regardless of the jurisdiction. Since rates must be set above the associated costs, the interstate rate of \$36 is de facto closer to the actual cost than the intrastate rate of \$263. While Sprint is not aware of BellSouth including this function in its per minute of use rate, Sprint has discovered that it takes less than 20 minutes per DS1 to setup the trunk group, test the voice path, signaling, and identification. This correlates to an estimated cost associated with this function of \$0.60 per DS0 (20 min. / 60 min.* \$43 / 24 DS0 = \$ 0.60 per DS0). This validates that the \$36 interstate rate is closer to cost than the \$263 intrastate rate. However, since this function is

recovered within the recurring rate associated with local interconnection, the application of the BellSouth Intrastate Access non-recurring charge is inappropriate to apply and would reflect a duplicative cost recovery process.

Stickel, Alison R.

From: Stickel, Alison R.
Sent: Monday, August 20, 2001 5:04 PM
To: 'croberson@durocom.com'
Subject: Dispute/Issues

Chris,

As promised.....

At this time payments are being processed on Gietel invoices: T200107-3, T200108-3, T200107-2 and T200108-2. I will be disputing T200107-1 and T200108-1. You stated that these charges were to recoup Gietel's cost of meeting Sprint at the POI and per attachment 4, Section 2.1 Each party is responsible for bringing their facilities to the POI. I briefly discussed these charges with Richard McDaniel and am going to look at these further. However, at this time I cannot validate these charges to issue payment.

As for Metrolink. I have validated all of the DS1's against the ASR's. We are issuing payment on the monthly recurring charges on all except the DS3. I still need to validate that. I am disputing the invoices for installation charges because these rates should come from the interconnection agreement.

Please let me know if you have any questions. Thanks!

Alison Stickel
LTD Access Verification
Phone 913-433-1138
Fax 913-433-1908
Mailstop KSOPKD0104
alison.stickel@mail.sprint.com

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. _____ EXHIBIT NO. _____
COMPANY/
WITNESS: _____
DATE: _____

Stickel, Alison R.

From: Anderson, Paula M.
Sent: Monday, October 08, 2001 4:03 PM
To: Stickel, Alison R.; King, John B.; Lail, Cathy A.
Subject: RE: DS-3 Facilities

Alison,

It's not that Sprint doesn't allow DS-3's. We just can't interconnect with our switch at a DS-3 level. Only T1. It is Sprint policy that if a customer wishes to order switch facilities with DS-3 hand-offs, they provide their own multi-plexing, Sprint can only provide T1 interconnections from our switches. The fact that all (5) of the DS-3's begin with a 7xxx I.D., means that MetroLink has control of those DS-3's. Only T1's for MetroLink can be placed on these DS-3's. The I.D's for these DS-3's are different because they provide multiplexing in different offices. We record the DS-3's in our CIRAS database because we need to track the T1's. I hope this helps answer your questions.

Paula Anderson
Applications Engineer
Carrier Markets
407-889-6228 (NET 41)

-----Original Message-----

From: Stickel, Alison R.
Sent: Monday, October 08, 2001 4:45 PM
To: Anderson, Paula M.; King, John B.; Lail, Cathy A.
Subject: FW: DS-3 Facilities

I have a few more questions after our conversation this afternoon concerning Metrolink. Based upon these emails below, both Sprint and Metrolink are in agreement that there are 5 DS3's, however, the ID's are very different. Why is this? Also, if Sprint doesn't allow DS3's, why would we reflect that information in our system?

Finally, why don't we allow DS3's? Is this a standard Sprint policy?

Thanks!

Alison Stickel
LTD Access Verification
Phone 913-433-1138
Fax 913-433-1908
Mailstop KSOPKD0104
alison.stickel@mail.sprint.com

-----Original Message-----

From: rmcdaniel [mailto:rmcdaniel@durocom.com]
Sent: Tuesday, September 18, 2001 4:22 PM
To: Joan.Seymour
Cc: rmcdaniel; alison.stickel; mlively; jtinsley; Cathy.Lail
Subject: Re: DS-3 Facilities

Joan: We have the 7017/T3Z/WNPFLXE/WNPFLXEW03
7018/T3Z/WNPFLXE/WNPFLXEW03
7019/T3Z/WNPFLXE/WNPFLXEW03

7035/T3Z/OCALFLXA/OCALFLXAW03
7039/T3Z/OCALFLXA/OCALFLXAW03

These are all DS3s we have put in service to terminate Sprint's traffic to our Maitland switch. Based upon a conference call we had with Sprint in November of 2000, Sprint identified the POI as the tandem (i.e. Winter Park and Ocala and others we are working on) and agreed that we would bill Sprint for the DS3s from the POI to our switch. These are for the reciprocal trunks to be placed on to terminate your (Sprint) traffic to our switch.

We have tried to bill you for this but I believe you disputed the bill. We also had to purchase MUX equipment from Sprint to meet you at a DS1 even though we wanted to meet you at a DS3 level. I am not sure what facilities you have are used for unless some of these are the piece from your Winter Park office to another location near our switch.

We should be billing you though and not you billing us since we are providing these facilities to terminate your traffic. If it were the other way (i.e. you terminating our traffic and you had to provide the facilities assuming the same POI) then you would be billing us for our traffic terminating on your switch.

Hope this helps.

Richard

----- Original Message -----

From: <Joan.Seymour@mail.sprint.com>
To: <rmcdaniel@durocom.com>
Cc: <alison.stickel@mail.sprint.com>
Sent: Monday, September 17, 2001 10:16 AM
Subject: DS-3 Facilities

Rich, we are showing that we have (5) DS-3 facilities in place for MetroLink.

7001.T3Z..ORLEFLCHH09 to WNPKFLXAH07
7002.T3Z..ORLEFLCFH09 to WNPKFLXAH07
3901.T3Z..ORLEFLCFH09 to WNPKFLXAK31
3902.T3Z..ORLEFLCFH09 to WNPKFLXAK31
3901.T3Z..MTLDFLXA to ORLEFLCFH09

Do you show that we are billing you for any of these facilities ???? If so, could you please provide the billing account number(s) (BAN's).

Thanks !!!!

Joan Seymour
Field Service Manager
MS: FLAPKA0202
Tel #: 407-889-6257
Fax #: 407-884-1706
E-Mail: joan.seymour@mail.sprint.com

Stickel, Alison R.

From: rmcDaniel [rmcdaniel@durocom.com]
Sent: Tuesday, September 18, 2001 4:22 PM
To: Joan.Seymour
Cc: rmcDaniel; alison.stickel; mlively; jtinsley; Cathy.Lail
Subject: Re: DS-3 Facilities

Joan: We have the 7017/T3Z/WNPFLXE/WNPFLXEW03
7018/T3Z/WNPFLXE/WNPFLXEW03
7019/T3Z/WNPFLXE/WNPFLXEW03

7035/T3Z/OCALFLXA/OCALFLXAW03
7039/T3Z/OCALFLXA/OCALFLXAW03

These are all DS3s we have put in service to terminate Sprint's traffic to our Maitland switch. Based upon a conference call we had with Sprint in November of 2000, Sprint identified the POI as the tandem (i.e. Winter Park and Ocala and others we are working on) and agreed that we would bill Sprint for the DS3s from the POI to our switch. These are for the reciprocal trunks to be placed on to terminate your (Sprint) traffic to our switch.

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Hope this helps.

Richard

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From: <Joan.Seymour@mail.sprint.com>
To: <rmcdaniel@durocom.com>
Cc: <alison.stickel@mail.sprint.com>
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3901.T3Z..MTLDFLXA to ORLEFLCFH09

Do you show that we are billing you for any of these facilities ??? If so, could you please provide the billing account number(s) (BAN's).

Thanks !!!!!

Joan Seymour

Field Service Manager

MS: FLAPKA0202

Tel #: 407-889-6257

Fax #: 407-884-1706

E-Mail: joan.seymour@mail.sprint.com

Stickel, Alison R.

From: Seymour, Joan E.
Sent: Friday, September 28, 2001 8:21 AM
To: Stickel, Alison R.
Cc: Lail, Cathy A.
Subject: RE: Re: DS-3 Facilities

Alison, I turned this back over to Cathy Lail when she returned to the office this week. Cathy, please see Alison's memo below.

-----Original Message-----

From: Stickel, Alison R.
Sent: Thursday, September 27, 2001 1:38 PM
To: Seymour, Joan E.
Subject: RE: Re: DS-3 Facilities

Joan,

Currently Metrolink is billing Sprint for 3 of these DS3's. As I mentioned on our phone conversation the only information they provided on the invoice was that they were billing for 3. They provided nothing that assisted in my validation. Based upon these emails they're probably valid, but now I need to validate rates. Currently Metrolink is using their tariff and it should be based upon the interconnection agreement. I need to determine what rate band these fall into to determine the rate. The ID's listed below by you and Richard McDaniel

Durocom differ and I'm not sure what I need to use. I'd appreciate your assistance. Thanks!

Alison Stickel
LTD Access Verification
Phone 913-433-1138
Fax 913-433-1908
Mailstop KSOPKD0104
alison.stickel@mail.sprint.com

-----Original Message-----

From: rmcDaniel [mailto:rmcdaniel@durocom.com]
Sent: Tuesday, September 18, 2001 4:22 PM
To: Joan.Seymour
Cc: rmcDaniel; alison.stickel; mlively; jtinsley; Cathy.Lail
Subject: Re: DS-3 Facilities

Joan: We have the 7017/T3Z/WNPFLXE/WNPFLXEW03
7018/T3Z/WNPFLXE/WNPFLXEW03
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7035/T3Z/OCALFLXA/OCALFLXAW03
7039/T3Z/OCALFLXA/OCALFLXAW03

These are all DS3s we have put in service to terminate Sprint's traffic to Maitland switch. Based upon a conference call we had with Sprint in November of 2000, Sprint identified the POI as the tandem (i.e. Winter Park

and Ocala and others we are working on) and agreed that we would bill

Sprint
for the DS3s from the POI to our switch. These are for the reciprocal
trunks
to be placed on to terminate your (Sprint) traffic to our switch.

We have tried to bill you for this but I believe you disputed the bill.

We
also had to purchase MUX equipment from Sprint to meet you at a DS1 even
though we wanted to meet you at a DS3 level. I am not sure what
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you have are used for unless some of these are the piece from your
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Park office to another location near our switch.

We should be billing you though and not you billing us since we are
providing these facilities to terminate your traffic. If it were the
other
way (i.e. you terminating our traffic and you had to provide the
facilities
assuming the same POI) then you would be billing us for our traffic
terminating on your switch.

Hope this helps.

Richard

----- Original Message -----

From: <Joan.Seymour@mail.sprint.com>

To: <rmcdaniel@durocom.com>

<alison.stickel@mail.sprint.com>

Date: Monday, September 17, 2001 10:16 AM

Subject: DS-3 Facilities

Rich, we are showing that we have (5) DS-3 facilities in place for
MetroLink.

7001.T3Z..ORLEFLCHH09 to WNPKFLXAH07

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3901.T3Z..MTLDFLXA to ORLEFLCFH09

Do you show that we are billing you for any of these facilities ????. If
so, could you please provide the billing account number(s) (BAN's).

Thanks !!!!

Joan Seymour

Field Service Manager

MS: FLAPKA0202

Tel #: 407-889-6257

Fax #: 407-884-1706

E-Mail: joan.seymour@mail.sprint.com

Stickel, Alison R.

From: Danforth, Mitchell S.
Sent: Tuesday, October 23, 2001 1:32 PM
To: Stickel, Alison R.
Subject: FW: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract

-----Original Message-----

From: rmcDaniel [mailto:rmcdaniel@durocom.com]
Sent: Tuesday, October 23, 2001 11:07 AM
To: Danforth, Mitchell S.
Cc: rmcDaniel; rmcDaniel
Subject: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Mitch: I had to get the latest tariff from our Regulatory person. I did look in the contract and copied the first page Part B of the contract. Please refer to 1.4. This specifically addresses services Sprint provides to CLEC which are your trunks to terminate Sprint traffic. It states the tariff controls. This is talking about the Sprint tariff but should be reciprocal.

As information, when we started the project in Florida, we were in the process of changing the CLEC name to ALEC. The Sprint Account team said we should use the existing name which was MetroLink. We have completed the name change and the contract and tariff is in the name of ALEC. We will work with Cathy to get what paper work needs to be done if we need to change the project from MetroLink to ALEC. It has not been officially announced but we are probably going to change the name again. It may be a ALEC dba but it may also have to be a full name change. So we have been dragging our feet a little to see what the new name will be before contacting Cathy. We just went through a painful process with BellSouth so we want to avoid that with you all if possible now that we potentially have to do it again with Bell.

Call me if you want to discuss the tariff or contract or name situation.

Richard McDaniel
rmcdaniel@durocom.com
Office 706 467 0661
Fax 509 756 2132

6/13/02

Stickel, Alison R.

From: Danforth, Mitchell S.
Sent: Tuesday, October 23, 2001 3:57 PM
To: 'rmcdaniel'
Cc: Stickel, Alison R.; Clayton, John W.
Subject: RE: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract Richard,

Has the tariff that you provided to me been approved by the Florida commission, or only filed with them? Is the pricing cost based? In attachment IV section 2.2.3 of the interconnection agreement it states that 'CLEC may charge Sprint . . the lesser of: 1) Sprint's dedicated interconnection rate, 2) Its own costs filed and approved by the commission, or 3) the actual lease cost of the interconnecting facility. Since Sprint does not bill a DSO install rate neither can the CLEC. Sprint does not believe that the DSO install charges are valid, or that the install charges on the DS1's above the contract rate are valid. We will continue authorize payment based on the contract language and rates.

Mitch Danforth
(913) 433-1180

-----Original Message-----

From: rmcdaniel [mailto:rmcdaniel@durocom.com]
Sent: Tuesday, October 23, 2001 11:07 AM
To: Danforth, Mitchell S.
Cc: rmcdaniel; rmcdaniel
Subject: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Mitch: I had to get the latest tariff from our Regulatory person. I did look in the contract and copied the first page of Part B of the contract. Please refer to 1.4. This specifically addresses services Sprint provides to CLEC which are your trunks to terminate Sprint traffic. It states the tariff controls. This is talking about the Sprint tariff but should be reciprocal.

As information, when we started the project in Florida, we were in the process of changing the name to ALEC. The Sprint Account team said we should use the existing name which was MetroLink. We have completed the name change and the contract and tariff is in the name of ALEC. We will work with Cathy to get what paper work needs to be done if we need to change the project from MetroLink to ALEC.

It has not been officially announced but we are probably going to change the name again. It may be a ALEC dba but it may also have to be a full name change. So we have been dragging our feet little to see what the new name will be before contacting Cathy. We just went through a painful process with BellSouth so we want to avoid that with you all if possible now that we potentially have to do it again with Bell.

Call me if you want to discuss the tariff or contract or name situation.

Richard McDaniel
rmcdaniel@durocom.com
Office 706 467 0661
Fax 509 756 2132

6/13/02

Stickel, Alison R.

From: rmcDaniel [rmcdaniel@durocom.com]
Sent: Wednesday, October 24, 2001 1:48 PM
To: MITCH.DANFORTH
Cc: rmcDaniel; John.Clayton; alison.stickel
Subject: Re: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Mitch: Sorry for the delay in responding. I am working out of my office today with another employee in the Atlanta area. In response to your questions, the tariff is filed with the Florida Commission and becomes effective the next day after filing. The tariff was originally filed on January 14, 2001 and effective on the 15th. We made some changes to some of the sheets and added some information (text changes) and filed those on September 10, 2001 with an effective date of the 11th.

We have not and are not required to file cost based tariffs as a CLEC. Most of ours are market based since we are a CLEC. Based upon your section of the Agreement you provided and I have quoted to Alison, it appears we should be able to bill you for the installs based upon our approved tariff. Sprint does charge for some DSO installs I believe. It is also in your access tariff just as it is in our tariff. If you do not mind please review this one more time and then if you come up with the same, we will decide what we have to do. I believe our options are to file with the commission as you have not officially put this billing in a billing dispute situation. Thanks for your patience and help in trying to resolve this issue.

As I understand your current response for the DS1s we are being billed over \$600, and the DS3s, you are only going to pay the contract rate. Is this correct? Is this for all the back billing (North Carolina) as well?

Richard

----- Original Message -----

From: <MITCH.DANFORTH@mail.sprint.com>
To: <rmcdaniel@durocom.com>
Cc: <John.Clayton@mail.sprint.com>; <alison.stickel@mail.sprint.com>
Sent: Tuesday, October 23, 2001 4:56 PM
Subject: RE: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Richard,

Has the tariff that you provided to me been approved by the Florida commission, or only filed with them? Is the pricing cost based? In attachment IV section 2.2.3 of the interconnection agreement it states that 'CLEC may charge Sprint . . . the lesser of: 1) Sprint's dedicated interconnection rate, 2) Its own costs filed and approved by the commission, or 3) the actual lease cost of the interconnecting facility. Since Sprint does not bill a DSO install rate neither can the CLEC. Sprint does not believe that the DSO install charges are valid, or that the install charges on the DS1's above the contract rate are valid. We will continue authorize payment based on the contract language and rates.

Mitch Danforth
(913) 433-1180

-----Original Message-----

From: rmcDaniel [mailto:rmcdaniel@durocom.com]
Sent: Tuesday, October 23, 2001 11:07 AM
To: Danforth, Mitchell S.

Cc: rmcdaniel; rmcdaniel

Subject: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Mitch: I had to get the latest tariff from our Regulatory person. I did look in the contract and copied the first page of Part B of the contract. Please refer to 1.4. This specifically addresses services Sprint provides to CLEC which are your trunks to terminate Sprint traffic. It states the tariff controls. This is talking about the Sprint tariff but should be reciprocal.

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Call me if you want to discuss the tariff or contract or name situation.

Richard McDaniel
rmcdaniel@durocom.com
Office 706 467 0661
Fax 509 756 2132

Stickel, Alison R.

From: Danforth, Mitchell S.
Sent: Wednesday, October 24, 2001 4:40 PM
To: 'mcdaniel'
Cc: Clayton, John W.; Stickel, Alison R.; Caswell, Jeffrey P.; Lubeck, Alan L.
Subject: RE: Re: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

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Mitch Danforth
Sprint - LTD Access Verification
Manager
Phone (913) 433-1180
Fax (913)433-1908
mitch.danforth@mail.sprint.com

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Sent: Wednesday, October 24, 2001 1:48 PM
To: Danforth, Mitchell S.
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Richard

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From: <MITCH.DANFORTH@mail.sprint.com>
To: <rmcdaniel@durocom.com>
Cc: <John.Clayton@mail.sprint.com>; <alison.stickel@mail.sprint.com>
Sent: Tuesday, October 23, 2001 4:56 PM
Subject: RE: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

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Mitch Danforth
(913) 433-1180

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Sent: Tuesday, October 23, 2001 11:07 AM
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Cc: rmcdaniel; rmcdaniel
Subject: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

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Office 706 467 0661
Fax 509 756 2132

Stickel, Alison R.

From: rmcdaniel [rmcdaniel@durocom.com]
Sent: Friday, October 26, 2001 4:40 PM
To: MITCH.DANFORTH
Cc: rmcdaniel; Jeff.Caswell; John.Clayton; Al.Lubeck; alison.stickel; ppatete
Subject: Re: Re: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Mitch: Thanks for the clarification. Florida does not require filing a tariff. They only require a price list and I believe NC is the same. However, we have filed both a Local Tariff and an Access Tariff (Price Lists for both) in Florida and NC. I talked with the Commission Staff yesterday and he advised that they do not regulate access. They do not require companies to file but practically all LECs do file because some other carriers will not offer service in your area unless you have a tariff on file. The staff only looks at the Price List when there is a complaint. He referred me to the staff members who handle the complaints and I had hope to hear back from them by now but it is evident that I will not hear back from them.

After discussions with them I will get back with my management and determine what if any course of action we want to pursue. Based upon your answers, it appears our next step will be to file a complaint with the commission. Our tariff rates match the Bell rates and I assume they are TELRIC or other similar cost study based. We deal with several carriers in Florida and have only one Local Tariff and one Intrastate Access Tariff (again I mean Price List) filed for the entire state. It has the same rates for all our customers/suppliers.

In summary, our tariffs are filed and approved by the existing commission rules just as Sprints or Bells are approved by commission rules.

GIETEL

Sprint advised us we had to establish a POI in the Sprint CO. For example, the Washington - New Bern Tls. The POI is in Washington (where Sprint told us we had to have it) and we pick up calls made by your customers there and transport them to New Bern where our switch is located. This is similar to the remaining. I will verify with Todd one more time that my understanding is correct and advise you on Monday.

Have a good weekend.

Richard

----- Original Message -----

From: <MITCH.DANFORTH@mail.sprint.com>
To: <rmcdaniel@durocom.com>
Cc: <Jeff.Caswell@mail.sprint.com>; <John.Clayton@mail.sprint.com>; <Al.Lubeck@mail.sprint.com>; <alison.stickel@mail.sprint.com>
Sent: Wednesday, October 24, 2001 5:39 PM
Subject: RE: Re: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

> Richard,
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> The charges were disputed in an e-mail to Chris Roberson on 8/20/01. I understand that a CLEC is not required to file cost based tariffs, but
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> Mitch Danforth
> Sprint - LTD Access Verification
> Manager
> Phone (913) 433-1180
> Fax (913)433-1908
> mitch.danforth@mail.sprint.com

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> From: rmcdaniel [mailto:rmcdaniel@durocom.com]
> Sent: Wednesday, October 24, 2001 1:48 PM
> To: Danforth, Mitchell S.
> Cc: rmcdaniel; Clayton, John W.; Stickel, Alison R.
> Subject: Re: ALEC/MetroLink Tariff in Florida and contract
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> Cc: <John.Clayton@mail.sprint.com>;
> <alison.stickel@mail.sprint.com>
> Sent: Tuesday, October 23, 2001 4:56 PM
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> Office 706 467 0661
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• **Stickel, Alison R.**

From: Danforth, Mitchell S.
Sent: Tuesday, November 06, 2001 3:39 PM
To: 'rmcdaniel'
Cc: Stickel, Alison R.
Subject: RE: Re: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Richard,

I understand that ALEC has filed a complaint with the Florida commission. I have not seen the complaint, but I am assuming that it is based on Sprint not paying the install charges. Can you share any information on this? Also, have you had an opportunity to research the below questions on Gietel?

Thanks,

Mitch Danforth
Sprint - LTD Access Verification
Manager
Phone (913) 433-1180
Fax (913)433-1908
mitch.danforth@mail.sprint.com

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Office 706 467 0661
Fax 509 756 2132



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

PAYMENT NOTIFICATION

Carrier: Metrolink dba ALEC, Inc.
Ban:
Invoice #:
Invoice Date: Revised 5/22/02
Invoice \$:

Date: 05/22/02
Amount: \$ 70,793.08

Analyst: Mary Smith
Phone #: 913-794-1636
Fax #: 913-794-0109
E-Mail: M.D.Smith@mail.sprint.com

Contact: Chris Roberson
Phone #: 407-673-8500
Fax #: 407-673-8552
E-Mail:
Address: Alec
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Comments: Paying undisputed DS1 - MRC charges, through the 4/3/02 billing.

Paying undisputed
 no. 5 for DS1
 MRC through the
 4/3/02 billing

\$70,793.08

4/8/02

5/2/02 Compl. MRC

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

Invoice No. MT200204-2
 Account No. 000005

INVOICE

MRC
 (split out by
 usage period)

Customer

Name	Sprint
Contact	LTD Access Verification
Address	6860 West 115th
	Overland Park, KS 66211
Mailstop	KSOPKD0104

Invoice Date	4/3/02
Due Date	4/30/02

Qty	Description	Unit Price	TOTAL
6	Entrance Facility DS1 End Office ALSPFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$431.70
4	Entrance Facility DS1 End Office APPKFLXADS1 From 4/1/02 - 4/30/02	\$71.95	\$287.80
4	Entrance Facility DS1 End Office CLMTFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$287.80
2	Entrance Facility DS1 End Office CSLBFLXADS1 From 4/1/02 - 4/30/02	\$71.95	\$143.90
4	Entrance Facility DS1 End Office ESTSFLXARSO From 4/1/02 - 4/30/02	\$71.95	\$287.80
8	Entrance Facility DS1 End Office GLRDFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$575.60
7	Entrance Facility DS1 End Office KSSMFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$503.65
2	Entrance Facility DS1 End Office KSSMFLXBDS1 From 4/1/02 - 4/30/02	\$71.95	\$143.90
2	Entrance Facility DS1 End Office LDLFKFLXARSO From 4/1/02 - 4/30/02	\$71.95	\$143.90
7	Entrance Facility DS1 End Office LKBRFLXADS1 From 4/1/02 - 4/30/02	\$71.95	\$503.65
8	Entrance Facility DS1 End Office LSBGFLXADS1 From 4/1/02 - 4/30/02	\$71.95	\$575.60
6	Entrance Facility DS1 End Office MTDRLXARSO From 4/1/02 - 4/30/02	\$71.95	\$431.70
2	Entrance Facility DS1 End Office MTLDFLXADS1 From 4/1/02 - 4/30/02	\$71.95	\$143.90

Continued on next page

62

Metrolink

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

Invoice No. MT200204-2
 Account No. 000005

INVOICE

Customer		Invoice Date	4/3/02
Name	Sprint	Due Date	4/30/02
Contact	LTD Access Verification		
Address	6860 West 115th		
	Overland Park, KS 66211		
Mailstop	KSOPKD0104		

Qty	Description	Unit Price	TOTAL
8	Entrance Facility DS1 End Office OCALFLXA03T From 4/1/02 - 4/30/02	\$71.95	\$575.60
1	Entrance Facility DS1 End Office OCALFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$71.95
20	Entrance Facility DS1 End Office ORCYFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$1,439.00
4	Entrance Facility DS1 End Office TVRSFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$287.80
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10	Entrance Facility DS1 End Office WNPFLXE03T From 4/1/02 - 4/30/02	\$71.95	\$719.50
6	Entrance Facility DS1 End Office TLHSFLXA02T From 4/1/02 - 4/30/02	\$71.95	\$431.70
5	Entrance Facility DS1 End Office MDSNFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$359.75
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-1	Entrance Facility DS1 End Office SHLMFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$71.95
4	Entrance Facility DS1 End Office VLPRFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$287.80
4	Entrance Facility DS1 End Office DESTFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$287.80

Continued on next page

79

Metrolink

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

Invoice No. MT200204-2
 Account No. 000005

INVOICE

Customer		Invoice Date 4/3/02	
Name	Sprint	Due Date	4/30/02
Contact	LTD Access Verification		
Address	6860 West 115th		
	Overland Park, KS 66211		
Mailstop	KSOPKD0104		

Qty	Description	Unit Price	TOTAL
6	Entrance Facility DS1 End Office MRNNFLXA03T From 4/1/02 - 4/30/02	\$71.95	\$431.70
13	Entrance Facility DS1 End Office MRNNFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$935.35
2	Entrance Facility DS1 End Office DFSPFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$143.90
3	Entrance Facility DS1 End Office CRVWFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$215.85
3	Entrance Facility DS1 End Office CRVWFLXA02T From 4/1/02 - 4/30/02	\$71.95	\$215.85
Partial Month Charges:			
2	Entrance Facility DS1 End Office DFSPFLXADS0 From 3/18/02 - 3/31/02	\$32.49	\$64.99
3	Entrance Facility DS1 End Office CRVWFLXADS0. From 3/18/02 - 3/31/02	\$32.49	\$97.48
3	Entrance Facility DS1 End Office CRVWFLXA02T From 3/18/02 - 3/31/02	\$32.49	\$97.48

35

Payment Details

Remit Payment To:
 Metrolink
 ATTN: Chris Roberson
 1211 Semoran Blvd, Ste 295
 Casselberry, FL 32707

SubTotal	\$12,347.55
TOTAL	\$12,347.55

Office Use Only

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

Thank you for using Metrolink.



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

PAYMENT NOTIFICATION

Carrier: Metrolink dba ALEC, Inc.
Ban:
Invoice #:
Invoice Date: Revised 5/22/02
Invoice \$:

Date: 05/22/02
Amount: \$ 7,808.30

Analyst: Mary Smith
Phone #: 913-794-1636
Fax #: 913-794-0109
E-Mail: M.D.Smith@mail.sprint.com

Contact: Chris Roberson
Phone #: 407-673-8500
Fax #: 407-673-8552
E-Mail:
Address: Alec
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Comments: Paying undisputed DS1, NRC charges, through the 4/3/02 billing.

Metrolink dba ALEC, Inc.

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

Invoice No. 1200204-7
Account No. 000005

4/8/02
5/22/02 Complaint NRC

INVOICE

Customer

Name Sprint
Contact LTD Access Verification
Address 6860 West 115th
Overland Park, KS 66211
Mailstop KSOPKD0104

Invoice Date 4/3/02
Due Date 4/30/02
Order # SSOCRVWN162228

Qty	Description	Unit Price	TOTAL
1	DS1 Local Channel Installation (Initial) Initial PON - SSOCRVWN162228	\$866.97	\$866.97
2	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOCRVWN162228	\$486.83	\$973.66
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOCRVWN162228	\$915.00	\$915.00
71	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOCRVWN162228	\$263.00	\$18,673.00
NRC March \$7,808.30			
End Office CRWFLXA02T			

Payment Details

Remit Payment To:
Metrolink
ATTN: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

SubTotal \$21,428.63
TOTAL \$21,428.63

Office Use Only

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



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
Invoice \$: \$ 9,309.00

Analyst: Mary Smith
Phone #: 913-794-1636
Fax #: 913-794-0109
E-Mail: M.D.Smith@mail.sprint.com

Dispute Claim Date: 06/04/02
Dispute Amount: \$ 9,309.00

Contact: Chris Roberson
Phone #: 407-673-8500
Fax #: 407-673-8552
E-Mail: croberson@durocom.com
Address: 1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Comments:

Disputing invalid DS3's- DS1 charges already billed

Please Respond Within 30 Days



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
Phone #: 913-794-1636
Fax #: 913-794-0109
E-Mail: M.D.Smith@mail.sprint.com

Dispute Claim Date: 06/04/02
Dispute Amount: \$ 41,346.32

Contact: Chris Roberson
Phone #: 407-673-8500
Fax #: 407-673-8552
E-Mail: croberson@durocom.com
Address: 1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Comments:

Disputing DS1's because of invalid rate
Paying only 6 DS1's at the rate of 79.80
Duplicate DSO billing

Please Respond Within 30 Days

Sprint-Florida, Incorporated
Docket No. 020099-TP
ALEC's Second Set of Requests for
Production of Documents
July 31, 2002
POD No. 30

REQUEST: Please produce all documents, excluding testimony in this proceeding, explaining how DSO installation costs are "included in Sprint's end office switching rate element, not in the non-recurring charge associated with transport facilities that ALEC has attempted to apply." (Rebuttal Testimony of Jeffrey P. Caswell, page 7, lines 14-24).

RESPONSE: Please see the response to POD No. 18. The attached document for the response to POD No. 18 contains a section called Annual Charge Factors, and Other Direct and Common Cost Study. Within the Other Direct and Common Cost Study on Schedule 2, displayed is the expense associated with Network Administration. Switch translation personnel perform this activity associated with the initial setup of the trunks and the expense is reported to a Network Administration expense account. This expense is then labeled as other direct expense within this study, which is included in the development of the annual charge factor. Shown on schedule 2 is the other direct expense factor associated with local switching (line 29). This factor is developed by taking the expense shown on line 21 divided by the investment shown on line 7. This local switching other direct expense factor is included on schedule 1 in the development of the total annual charge factor associated with switching. This annual charge factor is utilized in the process of converting investment to a cost per minute of use associated with the development of the local and tandem switching rate elements.

CONFIDENTIAL.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 020099-TP EXHIBIT NO 4
COMPANY/ ALEC
WITNESS: _____
DATE: 8-9-02

Richard McDaniel

From: "Potter, Paul" <Paul.Potter@twtelecom.com>
To: <dmcDaniel@volaris.com>
Cc: "Harrell, Sharon" <Sharon.Harrell@twtelecom.com>
Sent: Tuesday, June 18, 2002 8:45 AM
Attach: Potter, Paul.vcf
Subject: Circuit Billing Audit

Mr. McDaniel,

Please accept this Email as Time Warner Telecom's reply to your circuit billing audit request. As you suspected, Time Warner Telecom, Inc. has identified a billing error on the following DS3 circuits:

- 301/T3/ORLEFLCFW00/WNPFLXEW03
- 302/T3/ORLEFLCFW00/WNPFLXEW03
- 303/T3/ORLEFLCFW00/WNPFLXEW03

The correct billing per circuit is as follows:
MRC: \$ 2,934.00

As we have discussed, this error occurred when Time Warner Telecom implemented the order to change the muxing option to option 8, effective 04/03/01. To reflect this muxing option change, the circuit IDs were changed as follows:

Old Circuit ID	New Circuit ID
25/HFGS/003294	301/T3/ORLEFLCFW00/WNPFLXEW03
25/HFGS/003294	302/T3/ORLEFLCFW00/WNPFLXEW03
25/HFGS/003294	303/T3/ORLEFLCFW00/WNPFLXEW03

Time Warner Telecom Inc. apologizes for this error and any inconvenience it has caused Duro Communications. We have corrected billing - effective on the July 15, 2002 bill. Each circuit will now bill \$2,934, which includes a DS3 with muxing option 8. This correction will bring harmony between the contracted amounts and the bills.

I will contact you to discuss the process to collect the balance on this billing error.

Paul Potter
General Manager
Time Warner Telecom - Orlando
407-215-6850
<<Potter, Paul.vcf>>

FLORIDA PUBLIC SERVICE COMMISSION
 DOCKET NO. 020099-11 EXHIBIT NO. 5
 COMPANY: ALEC, Inc.
 DATE: 8-7-02

7/31/02

DURO Communications v. Sprint-Florida
PSC Case No. 020099
Composite Exhibit **Response to Sprint POD # 1**

Work Group Codes/Labor Rates	IDF/MDF Jumper	DSX-3M13/DSX-1	DSX/D4	Repeater	Alarm	OSS	Plug In	System Provisioning	Synchronization	End-To-End Test	Transition End User	Transition Interwch	Circuit Engineering Provisioning	Total CO Tech	Total CO Engineering	FL
TRANSPORT																
DS1 Dedicated		14		5			2			30				51	60	\$ 79.80
DS1 Migrated		25								30				55	60	\$ 82.68
DS3 Dedicated		26					2			30				60	60	\$ 86.26
DS3 Migrate		45								30				75	60	\$ 97.08
DS3 to DS3 Cross-Connect		28					2			30				60	60	\$ 86.28

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 020099-TP EXHIBIT NO. 6
AGENCY: ALEC, Inc.
DATE: 8-7-02

Docket No. 020099-TP
Attachment #2**Stickel, Alison R.**

From: Stickel, Alison R.
Sent: Monday, August 20, 2001 5:04 PM
To: 'croberon@durocom.com'
Subject: Dispute/Issues

Chris,

As promised.....

At this time payments are being processed on Gietel invoices: T200107-3, T200108-3, T200107-2 and T200108-2. I will be disputing T200107-1 and T200108-1. You stated that these charges were to recoup Gietel's cost of meeting Sprint at the POI and per attachment 4, Section 2.1 Each party is responsible for bringing their facilities to the POI. I briefly discussed these charges with Richard McDaniel and am going to look at these further. However, at this time I cannot validate these charges to issue payment.

As for Metrolink. I have validated all of the DS1's against the ASR's. We are issuing payment on the monthly recurring charges on all except the DS3. I still need to validate that. I am disputing the invoices for installation charges because these rates should come from the interconnection agreement.

Please let me know if you have any questions. Thanks!

Alison Stickel
LTD Access Verification
Phone 913-433-1138
Fax 913-433-1908
Mailstop KSOPKD0104
alison.atickel@mail.sprint.com

Stickel, Alison R.

From: Anderson, Paula M.
Sent: Monday, October 08, 2001 4:03 PM
To: Stickel, Alison R.; King, John B.; Lail, Cathy A.
Subject: RE: DS-3 Facilities

Alison,

It's not that Sprint doesn't allow DS-3's. We just can't interconnect with our switch at a DS-3 level. Only T1. It is Sprint policy that if a customer wishes to order switch facilities with DS-3 hand-offs, they provide their own multi-plexing, Sprint can only provide T1 interconnections from our switches. The fact that all (5) of the DS-3's begin with a 7xxx I.D., means that MetroLink has control of those DS-3's. Only T1's for MetroLink can be placed on these DS-3's. The I.D's for these DS-3's are different because they provide multiplexing in different offices. We record the DS-3's in our CIRAS database because we need to track the T1's. I hope this helps answer your questions.

Paula Anderson
Applications Engineer
Carrier Markets
407-889-6228 (NET 41)

-----Original Message-----

From: Stickel, Alison R.
Sent: Monday, October 08, 2001 4:45 PM
To: Anderson, Paula M.; King, John B.; Lail, Cathy A.
Subject: FW: DS-3 Facilities

I have a few more questions after our conversation this afternoon concerning Metrolink. Based upon these emails below, both Sprint and Metrolink are in agreement that there are 5 DS3's, however, the ID's are very different. Why is this? Also, if Sprint doesn't allow DS3's, why would we reflect that information in our system?

Finally, why don't we allow DS3's? Is this a standard Sprint policy?

Thanks!

Alison Stickel
LTD Access Verification
Phone 913-433-1138
Fax 913-433-1908
Mailstop KSOPKD0104
alison.stickel@mall.sprint.com

-----Original Message-----

From: rmcDaniel [mailto:rmcdaniel@durocom.com]
Sent: Tuesday, September 18, 2001 4:22 PM
To: Joan.Seymour
Cc: rmcDaniel; alison.stickel; mlively; jtinsley; Cathy.Lail
Subject: Re: DS-3 Facilities

Joan: We have the 7017/T3Z/WNPFLXE/WNPFLXEW03
7018/T3Z/WNPFLXE/WNPFLXEW03
7019/T3Z/WNPFLXE/WNPFLXEW03

7035/T3Z/OCALFLXA/OCALFLXAW03
7039/T3Z/OCALFLXA/OCALFLXAW03

These are all DS3s we have put in service to terminate Sprint's traffic to our Maitland switch. Based upon a conference call we had with Sprint in November of 2000, Sprint identified the POI as the tandem (i.e. Winter Park and Ocala and others we are working on) and agreed that we would bill Sprint for the DS3s from the POI to our switch. These are for the reciprocal trunks to be placed on to terminate your (Sprint) traffic to our switch.

We have tried to bill you for this but I believe you disputed the bill. We also had to purchase MUX equipment from Sprint to meet you at a DS1 even though we wanted to meet you at a DS3 level. I am not sure what facilities you have are used for unless some of these are the piece from your Winter Park office to another location near our switch.

We should be billing you though and not you billing us since we are providing these facilities to terminate your traffic. If it were the other way (i.e. you terminating our traffic and you had to provide the facilities assuming the same POI) then you would be billing us for our traffic terminating on your switch.

Hope this helps.

Richard

----- Original Message -----

From: <Joan.Seymour@mail.sprint.com>
 To: <rmcdaniel@durocom.com>
 Cc: <alison.stickel@mail.sprint.com>
 Sent: Monday, September 17, 2001 10:16 AM
 Subject: DS-3 Facilities

Rich, we are showing that we have (5) DS-3 facilities in place for MetroLink.

7001.T3Z..ORLEFLCHH09 to WNPKFLXAH07
 7002.T3Z..ORLEFLCFH09 to WNPKFLXAH07
 3901.T3Z..ORLEFLCFH09 to WNPKFLXAK31
 3902.T3Z..ORLEFLCFH09 to WNPKFLXAK31
 3901.T3Z..MTLDFLXA to ORLEFLCFH09

Do you show that we are billing you for any of these facilities ???? If so, could you please provide the billing account number(s) (BAN's).

Thanks !!!!

Joan Seymour
 Field Service Manager
 MS: FLAPKA0202
 Tel #: 407-889-6257
 Fax #: 407-884-1706
 E-Mail: joan.seymour@mail.sprint.com

Stickel, Alison R.

From: rmcdaniel [rmcdaniel@durocom.com]
Sent: Tuesday, September 18, 2001 4:22 PM
To: Joan.Seymour
Cc: rmcdaniel; alison.stickel; mlively; jtinsley; Cathy.Lail
Subject: Re: DS-3 Facilities

Joan: We have the 7017/T3Z/WNPFLXE/WNPFLXEW03
 7018/T3Z/WNPFLXE/WNPFLXEW03
 7019/T3Z/WNPFLXE/WNPFLXEW03
 7035/T3Z/OCALFLXA/OCALFLXAW03
 7039/T3Z/OCALFLXA/OCALFLXAW03

These are all DS3s we have put in service to terminate Sprint's traffic to our Maitland switch. Based upon a conference call we had with Sprint in November of 2000, Sprint identified the POI as the tandem (i.e. Winter Park and Ocala and others we are working on) and agreed that we would bill Sprint for the DS3s from the POI to our switch. These are for the reciprocal trunks to be placed on to terminate your (Sprint) traffic to our switch.

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We should be billing you though and not you billing us since we are providing these facilities to terminate your traffic. If it were the other way (i.e. you terminating our traffic and you had to provide the facilities assuming the same POI) then you would be billing us for our traffic terminating on your switch.

Hope this helps.

Richard

----- Original Message -----

From: <Joan.Seymour@mail.sprint.com>
To: <rmcdaniel@durocom.com>
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Sent: Monday, September 17, 2001 10:16 AM
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 3901.T3Z..MTLDFLXA to ORLEFLCFH09

Do you show that we are billing you for any of these facilities ??? If so, could you please provide the billing account number(s) (BAN's).

Thanks !!!!

Joan Seymour

Field Service Manager

MS: FLAPKA0202

Tel #: 407-889-6257

Fax #: 407-884-1706

E-Mail: joan.seymour@mail.sprint.com

Stickel, Alison R.

From: Seymour, Joan E.
Sent: Friday, September 28, 2001 8:21 AM
To: Stickel, Alison R.
Cc: Lail, Cathy A.
Subject: RE: Re: DS-3 Facilities

Alison, I turned this back over to Cathy Lail when she returned to the office this week. Cathy, please see Alison's memo below.

-----Original Message-----

From: Stickel, Alison R.
Sent: Thursday, September 27, 2001 1:38 PM
To: Seymour, Joan E.
Subject: RE: Re: DS-3 Facilities

Joan,

Currently Metrolink is billing Sprint for 3 of these DS3's. As I mentioned on our phone conversation the only information they provided on the invoice was that they were billing for 3. They provided nothing that assisted in my validation. Based upon these emails they're probably valid, but now I need to validate rates. Currently Metrolink is using their tariff and it should be based upon the interconnection agreement. I need to determine what rate band these fall into to determine the rate. The ID's listed below by you and Richard McDaniel at Durocom differ and I'm not sure what I need to use. I'd appreciate your assistance. Thanks!

Alison Stickel
 LTD Access Verification
 Phone 913-433-1138
 Fax 913-433-1908
 Mailstop KSOPKD0104
 alison.stickel@mail.sprint.com

-----Original Message-----

From: rmcDaniel [mailto:rmcdaniel@durocom.com]
Sent: Tuesday, September 18, 2001 4:22 PM
To: Joan.Seymour
Cc: rmcDaniel; alison.stickel; mlively; jtinsley; Cathy.Lail
Subject: Re: DS-3 Facilities

Joan: We have the 7017/T3Z/WNPFLXE/WNPFLXEW03
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 7019/T3Z/WNPFLXE/WNPFLXEW03

 7035/T3Z/OCALFLXA/OCALFLXAW03
 7039/T3Z/OCALFLXA/OCALFLXAW03

These are all DS3s we have put in service to terminate Sprint's traffic to our Maitland switch. Based upon a conference call we had with Sprint in November of 2000, Sprint identified the POI as the tandem (i.e. Winter Park

and Ocala and others we are working on) and agreed that we would bill Sprint for the DS3s from the POI to our switch. These are for the reciprocal trunks to be placed on to terminate your (Sprint) traffic to our switch.

We have tried to bill you for this but I believe you disputed the bill. We also had to purchase MUX equipment from Sprint to meet you at a DS1 even though we wanted to meet you at a DS3 level. I am not sure what facilities you have are used for unless some of these are the piece from your Winter Park office to another location near our switch.

We should be billing you though and not you billing us since we are providing these facilities to terminate your traffic. If it were the other way (i.e. you terminating our traffic and you had to provide the facilities assuming the same POI) then you would be billing us for our traffic terminating on your switch.

Hope this helps.

Richard

----- Original Message -----

From: <Joan.Seymour@mail.sprint.com>
 To: <rmcdaniel@durocom.com>
 Cc: <alison.stickel@mail.sprint.com>
 Sent: Monday, September 17, 2001 10:16 AM
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 3901.T3Z..MTLDFLXA to ORLEFLCFH09

Do you show that we are billing you for any of these facilities ???? If so, could you please provide the billing account number(s) (BAN's).

Thanks !!!!

Joan Seymour
 Field Service Manager
 MS: FLAPKA0202
 Tel #: 407-889-6257
 Fax #: 407-884-1706
 E-Mail: joan.seymour@mail.sprint.com

Stickel, Alison R.

From: Danforth, Mitchell S.
Sent: Tuesday, October 23, 2001 1:32 PM
To: Stickel, Alison R.
Subject: FW: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract

-----Original Message-----

From: rmcDaniel [mailto:rmcdaniel@durocom.com]
Sent: Tuesday, October 23, 2001 11:07 AM
To: Danforth, Mitchell S.
Cc: rmcDaniel; rmcDaniel
Subject: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Mitch: I had to get the latest tariff from our Regulatory person. I did look in the contract and copied the first page Part B of the contract. Please refer to 1.4. This specifically addresses services Sprint provides to CLEC which are your trunks to terminate Sprint traffic. It states the tariff controls. This is talking about the Sprint tariff but should be reciprocal.

As information, when we started the project in Florida, we were in the process of changing the CLEC name to ALEC. The Sprint Account team said we should use the existing name which was MetroLink. We have completed the name change and the contract and tariff is in the name of ALEC. We will work with Cathy to get what paper work needs to be done if we need to change the project from MetroLink to ALEC.

It has not been officially announced but we are probably going to change the name again. It may be a ALEC dba but it may also have to be a full name change. So we have been dragging our feet a little to see what the new name will be before contacting Cathy. We just went through a painful process with BellSouth so we want to avoid that with you all if possible now that we potentially have to do it again with Bell.

Call me if you want to discuss the tariff or contract or name situation.

Richard McDaniel
rmcdaniel@durocom.com
Office 706 467 0661
Fax 509 756 2132

Stickel, Alison R.

From: Danforth, Mitchell S.
Sent: Tuesday, October 23, 2001 3:57 PM
To: 'rmcdaniel'
Cc: Stickel, Alison R.; Clayton, John W.
Subject: RE: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract
Richard,

Has the tariff that you provided to me been approved by the Florida commission, or only filed with them? Is the pricing cost based? In attachemnt IV section 2.2.3 of the interconnection agreement it states that 'CLEC may charge Sprint . . . the lesser of: 1) Sprint's dedicated interconnection rate, 2) Its own costs filed and approved by the commission, or 3) the actual lease cost of the interconnecting facility. Since Sprint does not bill a DSO install rate neither can the CLEC. Sprint does not believe that the DSO install charges are valid, or that the install charges on the DS1's above the contract rate are valid. We will continue authorize payment based on the contract language and rates.

Mitch Danforth
(913) 433-1180

-----Original Message-----

From: rmcdaniel [mailto:rmcdaniel@durocom.com]
Sent: Tuesday, October 23, 2001 11:07 AM
To: Danforth, Mitchell S.
Cc: rmcdaniel; rmcdaniel
Subject: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Mitch: I had to get the latest tariff from our Regulatory person. I did look in the contract and copied the first page of Part B of the contract. Please refer to 1.4. This specifically addresses services Sprint provides to CLEC which are your trunks to terminate Sprint traffic. It states the tariff controls. This is talking about the Sprint tariff but should be reciprocal.

As information, when we started the project in Florida, we were in the process of changing the name to ALEC. The Sprint Account team said we should use the existing name which was MetroLink. We have completed the name change and the contract and tariff is in the name of ALEC. We will work with Cathy to get what paper work needs to be done if we need to change the project from MetroLink to ALEC.

It has not been officially announced but we are probably going to change the name again. It may be a ALEC dba but it may also have to be a full name change. So we have been dragging our feet little to see what the new name will be before contacting Cathy. We just went through a painful process with BellSouth so we want to avoid that with you all if possible now that we potentially have to do it again with Bell.

Call me if you want to discuss the tariff or contract or name situation.

Richard McDaniel
rmcdaniel@durocom.com
Office 706 467 0661
Fax 509 756 2132

Stickel, Alison R.

From: rmcdaniel [rmcdaniel@durocom.com]
Sent: Wednesday, October 24, 2001 1:48 PM
To: MITCH.DANFORTH
Cc: rmcdaniel; John.Clayton; allson.stickel
Subject: Re: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Mitch: Sorry for the delay in responding. I am working out of my office today with another employee in the Atlanta area. In response to your questions, the tariff is filed with the Florida Commission and becomes effective the next day after filing. The tariff was originally filed on January 14, 2001 and effective on the 15th. We some changes to some of the sheets and added some information (text changes) and filed those on September 10, 2001 with and effective date of the 11th.

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Richard

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To: <rmcdaniel@durocom.com>
Cc: <John.Clayton@mail.sprint.com>; <alison.stickel@mail.sprint.com>
Sent: Tuesday, October 23, 2001 4:56 PM
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Mitch Danforth
 (913) 433-1180

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Sent: Tuesday, October 23, 2001 11:07 AM
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Cc: rmcdaniel; rmcdaniel
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Richard McDaniel
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Office 706 467 0661
Fax 509 756 2132

Stickel, Alison R.

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Office 706 467 0661
Fax 509 756 2132

Stickel, Alison R.

From: rmcdaniel [rmcdaniel@durocom.com]
Sent: Friday, October 26, 2001 4:40 PM
To: MITCH.DANFORTH
Cc: rmcdaniel; Jeff.Caswell; John.Clayton; Al.Lubeck; alison.stickel; ppatete
Subject: Re: Re: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Mitch: Thanks for the clarification. Florida does not require filing a tariff. They only require a price list and I believe NC is the same. However, we have filed both a Local Tariff and an Access Tariff (Price Lists for both) in Florida and NC. I talked with the Commission Staff yesterday and he advised that they do not regulate access. They do not require companies to file but practically all LECs do file because some other carriers will not offer service in your area unless you have a tariff on file. The staff only looks at the Price List when there is a complaint. He referred me to the staff members who handle the complaints and I had hope to hear back from them by now but it is evident that I will not hear back from them.

After discussions with them I will get back with my management and determine what if any course of action we want to pursue. Based upon your answers, it appears our next step will be to file a complaint with the commission. Our tariff rates match the Bell rates and I assume they are TELRIC or other similar cost study based. We deal with several carriers in Florida and have only one Local Tariff and one Intrastate Access Tariff (again I mean Price List) filed for the entire state. It has the same rates for all our customers/suppliers.

In summary, our tariffs are filed and approved by the existing commission rules just as Sprints or Bells are approved by commission rules.

GIETEL

Sprint advised us we had to establish a POI in the Sprint CO. For example, the Washington - New Bern Tls. The POI is in Washington (where Sprint told us we had to have it) and we pick up calls made by your customers there and transport them to New Bern where our switch is located. This is similar to the remaining. I will verify with Todd one more time that my understanding is correct and advise you on Monday.

Have a good weekend.

Richard

----- Original Message -----

From: <MITCH.DANFORTH@mail.sprint.com>
To: <rmcdaniel@durocom.com>
Cc: <Jeff.Caswell@mail.sprint.com>; <John.Clayton@mail.sprint.com>; <Al.Lubeck@mail.sprint.com>; <alison.stickel@mail.sprint.com>
Sent: Wednesday, October 24, 2001 5:39 PM
Subject: RE: Re: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

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> Mitch Danforth
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Stickel, Alison R.

From: Danforth, Mitchell S.
Sent: Tuesday, November 06, 2001 3:39 PM
To: 'rmcdaniel'
Cc: Stickel, Alison R.
Subject: RE: Re: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Richard,

I understand that ALEC has filed a complaint with the Florida commission. I have not seen the complaint, but I am assuming that it is based on Sprint not paying the install charges. Can you share any information on this? Also, have you had an opportunity to research the below questions on Gietel?

Thanks,

Mitch Danforth
 Sprint - LTD Access Verification
 Manager
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 Fax (913)433-1908
 mitch.danforth@mail.sprint.com

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

P.24

PAYMENT NOTIFICATION

95%

Carrier: Metrolink dba ALEC, Inc.

Ban:

Invoice #:

Invoice Date: Revised 5/22/02

Invoice \$:

Date: 05/22/02

Amount: \$ 70,793.08

Analyst: Mary Smith

Phone #: 913-794-1636

Fax #: 913-794-0109

E-Mail: M.D.Smith@mail.sprint.com

Contact: Chris Roberson

Phone #: 407-673-8500

Fax #: 407-673-8552

E-Mail:

Address:

Alec
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Comments: Paying undisputed DS1 - MRC charges, through the 4/3/02 billing.

JUN-26-2002 10:29

06/26/2002 WED 09:08 FAX

Paying undisputed
barges for DS1
MRC through the
4/3/02 billing

5/2/02 Complaint MRC
\$70,793.08
4/8/02

Metrolink

1211 Samoran Blvd, Ste 285
Casselberry, FL 32707
(407) 673-8500 Fax (407) 673-8552

Invoice No. MT200204-2
Account No. 000005

INVOICE

MRC
(split out by
usage period)

Customer		Invoice Date <u>4/3/02</u>	
Name	Sprint	Due Date <u>4/30/02</u>	
Contact	LTD Access Verification		
Address	6860 West 115th		
	Overland Park, KS 66211		
Metrolink	KSOPKD0104		

Qty	Description	Unit Price	TOTAL
8	Entrance Facility DS1 End Office ALSFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$431.70
4	Entrance Facility DS1 End Office APPKFLXADS1 From 4/1/02 - 4/30/02	\$71.95	\$287.80
4	Entrance Facility DS1 End Office CLMTFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$287.80
2	Entrance Facility DS1 End Office CSLBFLXADS1 From 4/1/02 - 4/30/02	\$71.95	\$143.90
4	Entrance Facility DS1 End Office ESTSFLXARS0 From 4/1/02 - 4/30/02	\$71.95	\$287.80
6	Entrance Facility DS1 End Office GLR0FLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$575.60
7	Entrance Facility DS1 End Office KSSMFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$503.65
2	Entrance Facility DS1 End Office KSSMFLXBDS1 From 4/1/02 - 4/30/02	\$71.95	\$143.90
2	Entrance Facility DS1 End Office LDLKFLXARS0 From 4/1/02 - 4/30/02	\$71.95	\$143.90
7	Entrance Facility DS1 End Office LKBRFLXADS1 From 4/1/02 - 4/30/02	\$71.95	\$503.65
6	Entrance Facility DS1 End Office LSBGFLXADS1 From 4/1/02 - 4/30/02	\$71.95	\$575.60
6	Entrance Facility DS1 End Office MTDRFLXARS0 From 4/1/02 - 4/30/02	\$71.95	\$431.70
2	Entrance Facility DS1 End Office MTLOFLXADS1 From 4/1/02 - 4/30/02	\$71.95	\$143.90

Continued on next page

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Metrolink

1211 Semoran Blvd, Ste 295
Casselberry, FL 32707
(407) 673-8500 Fax (407) 673-8562

Invoice No. MT200204-2
Account No. 000005

INVOICE

Customer		Invoice Date 4/3/02	
Name	Sprint	Due Date	4/30/02
Contact	LTD Access Verification		
Address	8860 West 115th		
	Overland Park, KS 66211		
Mailstop	KSOPK00104		

Qty	Description	Unit Price	TOTAL
8	Entrance Facility DS1 End Office OCALFLXA03T From 4/1/02 - 4/30/02	\$71.95	\$575.60
1	Entrance Facility DS1 End Office OCALFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$71.95
20	Entrance Facility DS1 End Office ORCYFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$1,439.00
4	Entrance Facility DS1 End Office TVRSFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$287.80
3	Entrance Facility DS1 End Office WNGRFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$215.85
4	Entrance Facility DS1 End Office WNPFLXAD91 From 4/1/02 - 4/30/02	\$71.95	\$287.80
10	Entrance Facility DS1 End Office WNPFLXE03T From 4/1/02 - 4/30/02	\$71.95	\$719.50
6	Entrance Facility DS1 End Office TLHSFLXA02T From 4/1/02 - 4/30/02	\$71.95	\$431.70
5	Entrance Facility DS1 End Office MDSNFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$359.75
4	Entrance Facility DS1 End Office FTWBFLXA02T From 4/1/02 - 4/30/02	\$71.95	\$287.80
3	Entrance Facility DS1 End Office FTWBFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$215.85
2	Entrance Facility DS1 End Office FTWBFLXBDS0 From 4/1/02 - 4/30/02	\$71.95	\$143.90
1	Entrance Facility DS1 End Office SHLMFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$71.95
4	Entrance Facility DS1 End Office VLPFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$287.80
4	Entrance Facility DS1 End Office DESTFLXADS0 From 4/1/02 - 4/30/02	\$71.95	\$287.80

Continued on next page

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Metrolink

1211 Semoran Blvd, Ste 295
Casselberry, FL 32707
(407) 873-8500 Fax (407) 673-8552

Invoice No. MT200204-2
Account No. 000005

INVOICE

Customer		Invoice Date 4/3/02	
Name Sprint		Due Date 4/30/02	
Contact LTO Access Verification			
Address 6860 Wecl 115th			
	Overland Park, KS 66211		
Mailstop KSOPK00104			

Qty	Description	Unit Price	TOTAL
6	Entrance Facility DS1 End Office MRNNFLXA03T From 4/1/02 - 4/30/02	\$71.85	\$431.70
13	Entrance Facility DS1 End Office MRNNFLXADS0 From 4/1/02 - 4/30/02	\$71.85	\$935.35
2	Entrance Facility DS1 End Office DFSPFLXAD60 From 4/1/02 - 4/30/02	\$71.95	\$143.90
3	Entrance Facility DS1 End Office CRVWFLXA050 From 4/1/02 - 4/30/02	\$71.85	\$215.55
3	Entrance Facility DS1 End Office CRVWFLXA02T From 4/1/02 - 4/30/02	\$71.95	\$215.85
Partial Month Charges:			
2	Entrance Facility DS1 End Office DFSPFLXAD60 From 3/18/02 - 3/31/02	\$32.49	\$64.99
3	Entrance Facility DS1 End Office CRVWFLXA050 From 3/18/02 - 3/31/02	\$32.48	\$97.48
3	Entrance Facility DS1 End Office CRVWFLXA02T From 3/18/02 - 3/31/02	\$32.49	\$97.48

35

Payment Details Remit Payment To: Metrolink ATTN: Chris Roberson 1211 Semoran Blvd, Ste 295 Casselberry, FL 32707	SubTotal	\$12,347.55
	TOTAL	\$12,347.55
	Office Use Only	

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

Thank you for using Metrolink.



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

PAYMENT NOTIFICATION

Carrier: Metrolink dba ALEC, Inc.
Ban:
Invoice #:
Invoice Date: Revised 5/22/02
Invoice \$:

Date: 05/22/02
Amount: \$ 7,808.30

Analyst: Mary Smith
Phone #: 913-794-1638
Fax #: 913-794-0109
E-Mail: M.D.Smith@mail.sprint.com

Contact: Chris Roberson
Phone #: 407-673-8500
Fax #: 407-673-8552
E-Mail:
Address: Alec
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Comments: Paying undisputed DS1, NRC charges, through the 4/3/02 billing.



JUN-26-2002 10:28

0012014001 NEW 001000 1000

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
Invoice \$: \$ 9,309.00

Analyst: Mary Smith
Phone #: 913-794-1636
Fax #: 913-794-0109
E-Mail: M.D.Smith@mail.sprint.com

Dispute Claim Date: 06/04/02
Dispute Amount: \$ 9,309.00

Contact: Chris Roberson
Phone #: 407-673-8500
Fax #: 407-673-8552
E-Mail: croberson@durocom.com
Address: 1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Comments:

Disputing invalid DS3's- DS1 charges already billed

95%

P:30

Please Respond Within 30 Days



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
Phone #: 913-794-1636
Fax #: 913-794-0109
E-Mail: M.D.Smith@mail.sprint.com

Dispute Claim Date: 06/04/02
Dispute Amount: \$ 41,346.32

Contact: Chris Roberson
Phone #: 407-673-8500
Fax #: 407-673-8552
E-Mail: croberson@durocom.com
Address: 1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Comments:

Disputing DS1's because of invalid rate
Paying only 6 DS1's at the rate of 79.80
Duplicate DSO billing

Please Respond Within 30 Days

JUN-12-02 WED 04:02 PM SPRINT/CARRIER MKTS

FAX NO. 407 884 1706

P. 01/07

Docket No. 020099-TP
Attachment #3

Lail, Cathy A.

Subject: MetroLink follow up call
 Location: Conference Bridge

Start: Wed 12/13/00 2:00 PM
 End: Wed 12/13/00 3:00 PM
 Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Required Attendees: Ollver, Cynthia F.; Anderson, Paula M.; King, John B.

Are you folks available for a follow up call with MetroLink for tomorrow?

I am working on an agenda - preliminary:

Transit Trunking - define and address questions

POI requirements in North Florida - I have a policy from Mike Maples and will be providing it to the customer Wed am (I'll cc you folks).

POI location for Central Florida - finalize concerns (I need to send the customer something which states we require the POI to be at MTLTD - Paula, could you talk with Jorge to ensure we will require the customer provide the 'transport' to their switch in Maltland or will we hand off at their switch site?)

Orders for trunking (to include reciprocals) - John, I think this is resolved but they will probably want estimates regarding when you can drop orders. This will be dependent on Paula/Jorge conversation

Metro link 12/13/00

Gina
Patsy
Cynthia

George

Judy
Jeff Baker
Gene Nagge
Richard McDaniel

Transit traffic

Central Fla Pol *
new North Point

2.3.101

Dempost = Pol 40
- tandem soc boundary

End Of Switchport to

11/22/00

Andy
Michelle
Cynthia Oliver

Gene Nagle
Mark
Richard

Mike = Priority not record yet - about halfway done
Orlando. Last higher priority

When will we be terminated

CIC = ~~not~~

Start with 1001 =

Start with 3001 = tandem overflow
not a problem with not skipping
codes.

Transit trunking = 2 way trunking
clear definition =

Carly get with the billing folks on
this!

~~to~~ Waldon tandem =
Creston tandem?

2/23/01

Richard McD.
Judy Jinsky
~~John Jinsky~~
Alan Nagel
Mike Lively -

Mark Hays
Paula Anderson
Cynthia Oliver
Cathy Jail

Wright -
FDI = established

Crestview

~~Marianna~~ * Pensacola DS3
Sprint to Bell = Meet Point

[Marianna to Crestview = ~~DS3~~
Serial - ~~DS3~~ ?

How would we provision
Interlata Lease Available?

Richard to provide Interconnection Profile &
forecast for North Florida area

wright to field via Time Warner
(Paula and I)
Can we provide facilities for multiplexing for 3 DS3's
and pricing - (is this in the BP) cc: Mike Lively

JUN-12-02 WED 04:03 PM SPRINT/CARRIER MKTS

FAX NO. 407 884 1706

P. 05/07

Lail, Cathy A.

Subject: MetroLink of Port St Lucie
Location: General Office - E5

Start: Thu 11/16/00 1:30 PM
End: Thu 11/16/00 4:00 PM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Required Attendees: Anderson, Paula M.; King, John B.; Oliver, Cynthia F.; Green, Barbara A.

Some of you may recall this customer - they met with us early this year (May 2000) when they were ready to drop collocation applications in 17 offices. They have since cancelled these applications but want to meet with us to discuss their new strategy and steps for interconnection.

Can you join me for a meeting on Thursday, November 16? I don't believe we will need more than 2 1/2 hours. I have reserved conference room E5 @ 1:30. PAL to follow.

Please confirm your attendance. The customer will be joining us via conference call.

I have attached the CLEC Checklist and an Interconnection "profile". The customer is working on providing a 2-year forecast.



InterconnectionChecklist.doc



MetroLink Checklist.doc

Cathy Lail

Metro Link 11/14/00
Super Pop? in Orlando

Duro has acquired some 50 companies -
45 or so ISPs and 25 dics

1101 Keller Road - Switch is in Orlando Area
Metro Link will be moving their modem
pools, etc to World

Letter from Ocala to World =
Interlata lease? pricing?

DS3 maybe more to O3*

Implementation in Mid-December

Switch ready Nov 30....

ISRS

CDK } remove off usage
CMT }

Voice
300
or 400

Bushnell - not SS7 capable

Oklawaha
Crystal River ↓

Could provide a priority list - Metro Link

Int. Profile
ACLs
FACTLs

MetroLink will become ALER
Some time this year --

Merge...

Facility availability @ MetroLink's Switch Site

Point Codes...

GTINs SD-providers

STP base waps? in JACY

Skip TCICS 97-100

→ Check agreement for ISP
traffic and any charges
that apply =

CONFIDENTIAL

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 020099-7P EXHIBIT NO. 1
COMPANY/
WITNESS: ALFC
DATE: 8-7-02



Susan S. Masterton
Attorney

Law/External Affairs
Post Office Box 2214
1313 Blair Stone Road
Tallahassee, FL 32316-2214
Mailstop FTLHO0107
Voice 850 599 1560
Fax 850 878 0777
susan.masterton@mail.sprint.com

December 7, 2001

Mr. Clayton Lewis
Florida Public Service Commission
Division of Competitive Services
Bureau of Service Quality
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RE: CATS 414941T, ALEC, Inc.

Dear Mr. Lewis:

Sprint-Florida, Incorporated (hereinafter "Sprint") files this response to your request of October 29, 2001 concerning the informal complaint filed by ALEC, Inc. (hereinafter "ALEC").

In the complaint document, the FPSC staff indicates that ALEC states that Sprint is not acknowledging ALEC's Access Service Requests and will not provide Points of Interface. (Within the supporting attachments to this document, the complainant, ALEC, Inc., refers to their corporation using any or all of the following d/b/as - ALEC, Inc., Durocom, MetroLink, and MetroLink Internet Services of Port St. Lucie. Sprint will refer to the collective complainant as ALEC in this response.) Sprint denies these accusations, however, nothing in the documents provided gives any specific, or even general, allegations relating to ASRs or POIs to which Sprint can provide a more definitive response.

The documentation attached to the Complaint and provided to Sprint by the FPSC appears to relate to two separate billing disputes currently outstanding between the parties, both of which are embedded in non-recurring charge (NRC) billing for installation of DS1 traffic termination circuits between Sprint and ALEC. These circuits were installed to terminate Sprint end users' calls to the Internet Service Provider (presumably MetroLink) being served by ALEC. The following response is based on information provided by individuals within Sprint who are knowledgeable about these billing issues.

As stated, there are two separate billing disputes which are more fully explained below. In summary, the first issue involves the appropriate rate that ALEC should apply for the

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 020099-TP EXHIBIT NO. 8
COMPANY/
WITNESS. McDaniel
DATE: 8-7-02

transport, in this case DS1s. The relevant provisions of the Interconnection Agreement control and require that ALEC apply Sprint's rates, until such time as ALEC files forward looking economic cost studies and establishes cost based rates that are approved by the commission; and, that pursuant to the contract terms, are less than Sprint's rates. The second issue involves an error in the methodology applied by ALEC in calculating the charges which grossly overstates the total appropriate charges due to redundant billing. Thus, ALEC is billing Sprint more than once for the same facility using inappropriate rates.

The first issue in the ALEC complaint involves the rate levels used by ALEC in calculating its charges to Sprint. In Attachment IV, the Interconnection Agreement executed by ALEC and Sprint provides that:

2.2.3 If CLEC provides one-hundred percent (100%) of the interconnection facility via lease of meet-point circuits between Sprint and a third-party; lease of third party facilities; or construction of its own facilities; CLEC may charge Sprint for proportionate amount based on relative usage using the lesser of:

2.2.3.1 Sprint's dedicated interconnection rate;

2.2.3.2 Its own costs if filed and approved by a commission of appropriate jurisdiction; and

2.2.3.3 The actual lease cost of the interconnecting facility.

While the provisions of the interconnection agreement are controlling, and dispositive of this complaint, the FCC rules on symmetrical reciprocal compensation rates are also relevant. The current reciprocal compensation rules are as follows:

51.711 Symmetrical reciprocal compensation.

(a) Rates for transport and termination of telecommunications traffic shall be symmetrical, except as provided in paragraphs (b) and (c).

(1) For purposes of this subpart, symmetrical rates are rates that a carrier other than an incumbent LEC assesses upon an incumbent LEC for transport and termination of telecommunications traffic equal to those that the incumbent LEC assesses upon the other carrier for the same services.

...

(b) A state commission may establish asymmetrical rates for transport and termination of telecommunications traffic only if the carrier other than the incumbent LEC (or the smaller of two incumbent LECs) proves to the state commission on the basis of a cost study using the forward-looking economic cost based pricing methodology described in 51.505 and 51.511 of this part, that the forward-looking costs for a network efficiently configured and operated by the carrier other than the incumbent LEC (or the smaller of two incumbent LECs),

exceed the costs incurred by the incumbent LEC (or the larger incumbent LEC), and, consequently, that such that a higher rate is justified.

The FCC clearly intended, and the 8th Circuit Court and Supreme Court have upheld, that the ILEC rates would be used for CLEC-ILEC billing purposes. Should a CLEC wish to bill a different (higher) rate, the CLEC (in this case ALEC) would have to prove to a state utility commission that its forward looking economic costs, and subsequent rates, are justifiably different from those of the ILEC (in this case Sprint). In the Local Competition Order the FCC specifically stated:

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) and in reviewing BOC statements of generally available terms and conditions. If a competing local service provider believes that its cost will be greater than that of the incumbent LEC for transport and termination, then it must submit a forward-looking economic cost study to rebut this presumptive symmetrical rate. In that case, we direct state commissions, when arbitrating interconnection arrangements, to depart from symmetrical rates only if they find that the costs of efficiently configured and operated systems are not symmetrical and justify a different compensation rate. In doing so, however, state commissions must give full and fair effect to the economic costing methodology we set forth in this order, and create a factual record, including the cost study, sufficient for purposes of review after notice and opportunity for the affected parties to participate. In the absence of such a cost study justifying a departure from the presumption of symmetrical compensation, reciprocal compensation for the transport and termination of traffic shall be based on the incumbent local exchange carrier's cost studies. First Report and Order, ¶1089.

In an e-mail sent October 24, 2001 from Richard McDaniel (Durocom), to Mitch Danforth (Sprint) provided as Attachment 2, Mr. McDaniel asserts that for the rates reflected in ALEC's bill to Sprint:

"...the tariff is filed with the Florida Commission and becomes effective the next day after filing. The tariff was originally filed on January 14, 2001 and effective on the 15th. We [made] some changes to some of the sheets and added some information (text changes) and filed those on September 10, 2001 with and (sp.) effective date of the 11th. We have not and are not required to file cost based tariffs as a CLEC. Most of ours [rates] are market based since we are a CLEC."

In other words, Metrolink filed a price sheet, not the required forward-looking economic cost-based rates with supporting cost studies, with the FPSC. In order to exercise its rights under the contract provision 2.2.3.2 of Attachment IV and consistent with the FCC

symmetrical compensation rules, the CLEC must submit cost-based rates for Commission approval before they can be applied in lieu of Sprint's rates as set forth in the interconnection agreement. Furthermore, pursuant to paragraph 2.2.3 of the parties' Interconnection Agreement cited above, even if ALEC were to submit cost-based rates they could only be charged if they were less than the rates charged by Sprint.

The second issue, and by far largest portion of the bill being disputed by Sprint involves the application of rates by ALEC in the installation of the circuits. It appears, from Attachment 1, that Sprint ordered eight (8) new DS1s on this particular order. On the ALEC invoice for the applicable non-recurring charges, there was one Service Order charge (amount to be discussed later), there was a charge for one (1) Initial DS1 Local Channel installation, and there were charges for seven (7) Additional DS1 Local Channel installations. These charges total \$4,355.78, of the invoice total of \$55,503.78. The truly outrageous billing (\$51,148) occurs as ALEC, in the next two line items, attempts to charge Sprint for the 192 FGD (Feature Group D) trunks derived from those same eight DS1s. Not only is this algorithm directly opposed to standard telecommunications billing practices, it defies all common logic.

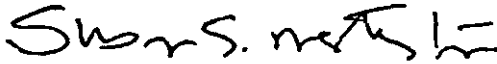
Applying the billing logic used by ALEC above, no circuit would ever be ordered at greater than a DS0 or Voice Grade level. Imagine the effect on a telecommunications carrier ordering a common DS3 circuit. Were ALEC the supplier, the purchaser would receive bills for NRCs for: 1 DS3 circuit, 28 DS1 circuits, and finally, 672 Voice Grade circuits, effectively paying three separate times for each derived voice transmission channel. Using the rates charged by ALEC, the total non-recurring charges would be the incredible sum of \$191,480.41 plus the actual NRC for the DS3, as that price isn't quoted on this particular ALEC invoice. This charge is in lieu of a Sprint non-recurring charge for the same DS3 circuit from the Sprint Florida Intrastate Access Service Tariff of \$400.

To conclude the discussion on this portion of the complaint, redundant billing for derived circuits on dedicated high capacity circuits is flagrantly incorrect and the FPSC should order ALEC to cease such practices. Sprint avers that the entire \$51,148 of the amount on Attachment 1 is invalid. Sprint requests that ALEC's illogical billing methodology be rejected and associated amounts removed from all outstanding ALEC invoices to Sprint.

In light of this discussion, the prices that Metrolink may properly assess Sprint for interconnection facilities (including that for a Service Order) are the prices set forth in the Sprint/ALEC Master Interconnection and Resale Agreement. Those prices were used to derive the amounts actually paid by Sprint on the disputed bills. Sprint re-rated the ALEC invoice provided as Attachment 1 using the appropriate rates from the Sprint/ALEC Master Interconnection and Resale Agreement, resulting in a corrected non-recurring charge total of \$1,806.14. This amount is shown as paid on the ALEC spreadsheet of invoices to Sprint (Attachment 3), as the \$1,806.14 credit toward the \$55,503.78 invoice.

Sprint requests that the FPSC affirm that the rates set forth in the agreement are the applicable rates for ALEC to bill Sprint in the instance where ALEC "price-sheet" rates conflict with those in the Sprint/ALEC interconnection agreement. These rates should apply unless or until ALEC provides forward looking economic cost studies to establish cost-based rates which are approved by the Florida Public Service Commission and the agreement is amended to recognize these rates as the applicable rates.

Sincerely,



Susan S. Masterton

Cc: ALEC, Inc.
Mitch Danforth
Janette Luehring
Jeff Caswell

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

Second Revised Page 138
Cancels First Revised Page 138

Effective: January 19, 2001

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

E. Installation

Nonrecurring Charge	Rate
- Per Trunk or line	\$300.00

F. Common Transport Trunk Group Performance Data Report - United Telephone

Nonrecurring Charge	Rate
- Per Magnetic	\$50.00
- Other Media	ICB

G. Network Blocking Charge (Applies to FGD)

- Per Call Blocked	\$.0080
--------------------	----------

H. Nonchargeable Optional Features

1. Supervisory Signaling

- a. DX Supervisory Signaling arrangement
- Per Transmission Path¹
- b. SF Supervisory Signaling
- Per Transmission Path²
- c. E&M Type I Supervisory Signaling arrangement
- Per Transmission Path¹
- d. E&M Type II Supervisory Signaling arrangement
- Per Transmission Path¹
- e. E&M Type III Supervisory Signaling
- Per Transmission Path³
- f. Tandem Supervisory Signaling
- Per Transmission Path⁴

(M)

(M)

Note ¹ Available with Interface Groups 1 and 2.
Note ² Available with Interface Groups 2, 6 and 9.



COLE, RAYWID & BRAVERMAN, L.L.P.

JOHN C. DODGE
ADMITTED IN DC AND ME, MA
DIRECT DIAL
202-828-9805
JDODGE@CRBLAW.COM

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WWW.CRBLAW.COM

LOS ANGELES OFFICE
2381 ROSECRANS AVENUE, SUITE 110
EL SEQUENDO, CALIFORNIA 90245-4290
TELEPHONE (310) 643-7999
FAX (310) 643-7997

January 30, 2002

VIA EMAIL AND FACSIMILE

Thomas A. Grimaldi
General Attorney
Sprint
5455 West 110th Street
Overland Park, KS 66211

Re: Planned Enforcement Action of ALEC, Inc. Against Sprint, Inc. for Non-Payment of Reciprocal Compensation Owed ALEC

Dear Mr. Grimaldi:

My client, Duro Communications Corporation ("Duro" – owner of ALEC, Inc.) has instructed me to transmit to you Duro's offer to settle the above-referenced matter as regards both North Carolina and Florida. This offer expires at 11:00 a.m. (E.S.T) on Friday, February 1st, 2002.

As you are aware, Duro believes that Sprint owes Duro a total of \$ [REDACTED] through January 18, 2002 pursuant to the parties' interconnection agreements in North Carolina and Florida. The amount owed includes \$ [REDACTED] for the cost of transporting Sprint-originated traffic to ALEC's switch in North Carolina and \$ [REDACTED] for the transport and termination of such traffic in Florida. In the interest of avoiding lengthy, resource-consuming and potentially expensive litigation to pursue its claims, Duro is willing to settle these matters for the gross sum of \$ [REDACTED], such amount to be wired to Duro within ten (10) business days of the execution of a settlement agreement. A brief description of the basis for Duro's settlement offer follows.

North Carolina

1. Duro agrees to reduce the payment owed by Sprint from [REDACTED] to [REDACTED]
2. Sprint agrees to waive termination liability on circuits where Sprint had charged access rates, thereby reducing Duro's payment to Interconnection Agreement rate. Duro agrees to bill Sprint the Interconnection Agreement rate (Table One North Carolina Price Sheets

Mr. Thomas Grimaldi
January 30, 2002
Page 2

- [United and Centel] Transport Section) for all circuits currently being billed to ALEC at the Sprint Access Tariff rate;
3. Sprint agrees to pay dedicated transport for all reciprocal trunks ordered pursuant to the parties' interconnection agreements; and
 4. Duro accepts 1Q01 cap on minutes.

Florida

Duro agrees to reduce the payment owed by Sprint as follows:

	1/18/02 DEMAND	SETTLEMENT OFFER
Transport	[REDACTED]	[REDACTED]
Minutes of Use ("MOU")	[REDACTED]	[REDACTED]
Installation Charges	[REDACTED]	[REDACTED]
TOTAL	[REDACTED]	[REDACTED]

Assumptions:

1. Duro used the Interconnection Agreement Transport rates (Table One Florida Price Sheets (Transport Section)), in lieu of ALEC's or Sprint's Access Tariff rates, both of which would result in greater liability;
2. Sprint agrees to pay MOUs through January 2002 at the Interconnection Agreement rate (see Item 3 below);
3. The carriers' relationship began in November 2000 when ALEC requested DS3 interface. Orders were placed and Sprint advised ALEC the interface had to be at DS1 level. ALEC had to place new orders and service was thereby delayed. Thus, Duro believes it fair and reasonable to use 4Q01 as a more representative benchmark to cap MOUs;
4. Sprint agrees to pay dedicated transport at the current Interconnection Agreement (Transport Section) rate.

Duro also proffers that the parties extend their current interconnection agreements to coincide with the Federal Communications Commission's ("FCC") *ISP Remand Order*¹ and its intercarrier compensation timeline.² This would tie rates to whatever is current governing law, thereby adding certainty to the relationship.

If you wish to respond to this settlement offer, you may contact the undersigned, or you or any Sprint representative may contact Mr. Richard McDaniel, who can be reached on (706) 467-0661, or by email at dmcdaniel@volaris.com.

¹ *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, Order on Remand and Report and Order*, CC Docket Nos. 96-98, 99-68 (rel. Apr. 27, 2001)

² *Id.* at ¶ 78 (the intercarrier compensation regime extends to December 31, 2003 or until further FCC action, whichever is later).

(2)

COLE, RAYWID & BRAVERMAN, L.L.P.

Mr. Thomas Grimaldi
January 30, 2002
Page 3

Sincerely,

John C. Dodge

**Counsel for Duro Communications Corp. and
ALEC, Inc.**

cc: Mr. Rick Moses, Florida Public Service Commission (redacted)
Mr. Dan Long, North Carolina Utilities Commission (redacted)
Mr. Philip Patete, Duro Communications Corp.
Mr. Richard McDaniel, Duro Communications Corp.

Richard McDaniel

From: "Richard McDaniel" <dmcdaniel@volaris.com>
To: <clewis@psc.state.fl.us>
Sent: Friday, December 14, 2001 2:50 PM
Subject: Sprint complaint

Clayton: I did call Phil (my boss) after our call. He was expecting a conference call in a few minutes but we briefly talked about being willing to negotiate. As I mentioned, we should be willing to agree to the contract rates for DS1s and not bill them our tariff rates. Even on the DS0 installs we would be willing to agree to their tariff rates for trunk installation. Of course we would pay these same amounts for trunks that handle our transit traffic. We do not have many of these at this time but are planning on getting more into the originating of traffic next year. We will probably start with our own company originating needs first and make sure we can order and handle all that before we go after our potential customers.

Phil's call came in before we were finished and he called me back about 12:30 and I was at lunch. I have tried him a couple times but have not been able to reach him. Hopefully can talk with him and you later this afternoon. If not the first thing on Monday. At this time our preference is to try to settle without the arbitration but if Sprint is not willing, then I guess that is our only recourse. I have talked with John Clayton (Sprint) via email and he is suppose to call me back about 3:30 PM.

Richard McDaniel
dmcdaniel@volaris.com
Office 706 467 0661
Fax 509 756 2132

Metrolink dba ALEC, Inc.
 1211 Semoran Blvd, Ste 295
 Casselberry, FL 32707
 (407) 673-8500 fax (407) 673-8552

Invoice No.
Account No. 000001

INVOICE

Customer

Name BellSouth Telecommunications
Address 600 N. 9th Street, 7th Floor
 Birmingham, AL 35203
Phone

Invoice Date 5/22/2002
Due Date 2/28/2002
Order No. NFNF0711301131E

Qty	Description	Unit Price	TOTAL
1	DS1 Local Channel Installation (initial) Initial PON-NFNF0711301131E	\$866.97	\$866.97
3	DS1 Local Channel Installation Remainder of order PON-NFNF0711301131E	\$486.83	\$1,460.49
1	FGD Trunk Installation USOC: TPP++ Initial PON-NFNF0711301131E	\$915.00	\$915.00
95	FGD Trunk Installation USOC: TPP++ Remainder of order PON-NFNF0711301131E Installed for Metrolink on 1/10/02	\$100.00	\$9,500.00
End Office NSBHFLMADS0			
SubTotal			\$12,742.46

Payment Details

Please remit payment to:
 Metrolink
 Attn: Chris Roberson
 1211 Semoran Blvd, Ste 295
 Casselberry, FL 32707

SubTotal	\$12,742.46
TOTAL	\$12,742.46

Office Use Only

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

①

ACCESS SERVICES TARIFF

DRM

Original Page 107.3

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

ISSUED: December 22, 1998

BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: January 6, 1999

Docket No. 020099-TP

Exhibit K/DRM-5

Page 1 of 4

E6. BELLSOUTH SWA SERVICE**E6.7 Rate Regulations (Cont'd)****E6.7.26 Channels For Use With BellSouth Managed Shared Ring Service**

- A. Rates and charges as specified in E6.8.1 following apply on a per Off-Net BellSouth Managed Shared Ring service DS1 or DS3 basis, as applicable. The minimum service period for each Off-Net DS1 or DS3 BellSouth Managed Shared Ring service channel is four months. The rates and charges for Common Transport are in addition to the Off-Net BellSouth Managed Shared Ring service channel rates and charges.
- B. BellSouth Managed Shared Ring service is available in the BellSouth Telecommunications, Inc. Tariff F.C.C. No.1 under commitment plans as follows: Month-to-Month, Plan A (36 Months), or Plan B (60 Months). Month-to-Month rates are only available upon completion of a Plan A or Plan B commitment plan. Upon the completion of a Plan A or Plan B commitment period, the customer must establish a new commitment plan or billing will be changed to month-to-month. The rates in this Tariff for channels for use with BellSouth Managed Shared Ring service will be based on time period for the commitment plan established for the service in the BellSouth Telecommunications, Inc. Tariff F.C.C. No. 1.
- C. The rates for channels for use with BellSouth Managed Shared Ring service commitment plans are stabilized for the length of the plan selected for the service arrangement in the interstate tariff and are exempt from Telephone Company initiated increases, however, decreases will automatically flow through to the customer.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

ACCESS SERVICES TARIFF

Second Revised Page 108
Cancels First Revised Page 108

ISSUED: September 25, 2000
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: October 25, 2000

Docket No. 020099-TP
Exhibit K/DRM-5
Page 2 of 4

E6. BELLSOUTH SWA SERVICE

E6.8 Rates and Charges

E6.8.1 BellSouth SWA Transport

A. Switched Local Channel - per Local Channel

1. BellSouth SWA VG

	Monthly Rate			Nonrecurring Charge		USOC
	Rate Zone 1	Rate Zone 2	Rate Zone 3	First	Additional	
(a) Two-Wire	\$25.00	\$25.00	\$25.00	\$308.95	\$119.49	TEFV2
(b) Four-Wire	45.24	45.24	45.24	314.69	125.19	TEFV4
2. BellSouth SWA DS1 Service						
(a) 1.544 Mbps	133.81	133.81	133.81	866.97	486.83	TEFHG
3. BellSouth SWA DS3 Service						
(a) 44.736 Mbps	2,100.00	2,100.00	2,100.00	870.50	427.88	TEFHJ
4. End-Office Based Private Network						

	Monthly Rate			Nonrecurring Charge	USOC
	Rate Zone 1	Rate Zone 2	Rate Zone 3		
(a) Per Local Channel	\$4.75	\$4.75	\$4.75	\$18.43	TEFHK
B. Switched Interoffice Channel - BellSouth SWA Dedicated Transport					
1. BellSouth SWA VG					
(a) Per mile	1.90	1.90	1.90	-	1L5NF
(b) Facility Termination	23.30	23.30	23.30	79.85	NA
2. BellSouth SWA DS0 - 56/64 Kbps					
(a) Per mile	3.95	3.95	3.95	-	1L5NK
(b) Facility Termination	38.37	38.37	38.37	24.01	NA
3. BellSouth SWA DS1 - 1.544 Mbps					
(a) Per mile	16.75	16.75	16.75	-	1L5NL
(b) Facility Termination	59.75	59.75	59.75	100.49	NA
4. BellSouth SWA DS3 - 44.736 Mbps					
(a) Per mile	175.00	175.00	175.00	-	1L5NM
(b) Facility Termination	1,200.00	1,200.00	1,200.00	67.19	NA

BELLSOUTH
 TELECOMMUNICATIONS, INC.
 FLORIDA
 ISSUED: July 27, 2001
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

ACCESS SERVICES TARIFF

Fourth Revised Page 109
 Cancels Third Revised Page 109

EFFECTIVE: August 26, 2001

Docket No. 020099-TP
 Exhibit K/DRM-5
 Page 3 of 4

E6. BELLSOUTH SWA ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.1 BellSouth SWA Transport (Cont'd)

C. Switched Interoffice Channel - BellSouth SWA Common Transport

1. Per Mile

	Rate Per Access Minute	USOC
(a) Zone 1	\$.00004	NA
(b) Zone 2	.00004	NA
(c) Zone 3	.00004	NA
2. Facilities Termination		
(a) Zone 1	.00036	NA
(b) Zone 2	.00036	NA
(c) Zone 3	.00036	NA
3. BellSouth SWA Common Transport		
(a) DS3 to DS1 Multiplexer Per Access Minute of Use	.000387	NA

D. Access Tandem Switching

1. Premium

(a) Per Access Minute	.000500	NA
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2. Dedicated Tandem Trunk Port Service

	Monthly Rate	USOC
(a) Per dedicated DS0/VG trunk port required	\$9.47	TDW0P
(b) Per dedicated DS1 trunk port required	139.98	TDW1P

E. Interconnection

1. BellSouth

	Per Access Minute	USOC
(a) Per originating transport-provided access minute of use -Premium	\$.000000	NA
(b) Per terminating transport-provided access minute of use -Premium	.000000	NA
(c) Per originating non-transport provided access minute of use -Premium	.000000	NA
(d) Per terminating non-transport provided access minute of use -Premium	.000000	NA

2. *ITS Telecommunications Systems, Inc.*

(a) Rate	.01552	NA
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BELLSOUTH
 TELECOMMUNICATIONS, INC.
 FLORIDA
 ISSUED: January 18, 2002
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

ACCESS SERVICES TARIFF

Fifth Revised Page 110
 Cancels Fourth Revised Page 110

EFFECTIVE: February 17, 2002

Docket No. 020099-TP
 Exhibit K/DRM-5
 Page 4 of 4

E6. BELLSOUTH SWA SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.1 BellSouth SWA Transport (Cont'd)

F. Installation of New Service

1. Line Side Service

	Nonrecurring Charge		Monthly	USOC
	First	Additional	Rate	
(a) Per Line	\$285.00	\$263.00	\$-	TPP++
(b) Per Inward Only BellSouth SWA LSBSA Line for DID Service	285.00	263.00	-	TPP+1
(c) Per Two-way BellSouth SWA LSBSA Line for DID/DOD Service	285.00	263.00	-	TPP+2
(d) Per BellSouth SWA LSBSA Line with Answer Supervision	285.00	263.00	-	TPP+3

2. Trunk Side Service

(a) Per Trunk	915.00	263.00	-	TPP++
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G. Network Blocking Charge¹

1. Nonrecurring Charge

(a) Per Call Blocked	Rate \$.0080	USOC NA
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H. Optional Features

1. Supervisory Signaling

- a. DX Supervisory Signaling arrangement
- Per Transmission Path²
- b. SF Supervisory Signaling arrangement
- Per Transmission Path³
- c. E&M Type I Supervisory Signaling arrangement
- Per Transmission Path²
- d. E&M Type II Supervisory Signaling arrangement
- Per Transmission Path²
- e. E&M Type III Supervisory Signaling arrangement
- Per Transmission Path⁴
- f. Tandem Supervisory Signaling arrangement
- Per Transmission Path⁴

Note 1: Applies to BellSouth SWA FGD and BellSouth SWA TSBSA 3

Note 2: Available with Interface Groups 1 and 2.

Note 3: Available with Interface Groups 2, 6 and/or 9.

Note 4: Available with Interface Groups 1 and 2 for BellSouth SWA FGC, BellSouth SWA FGD, BellSouth SWA TSBSA 2 and TSBSA 3.

Note 5: Available with Interface Group 2 for BellSouth SWA FGA and BellSouth SWA LSBSA.

4

Mitch Danforth
Sprint - LTD Access Verification
Manager
Phone (913) 433-1180
Fax (913)433-1908
mitch.danforth@mail.sprint.com

-----Original Message-----

From: rmcDaniel [mailto:rmcdaniel@durocom.com]
Sent: Wednesday, October 24, 2001 1:48 PM
To: Danforth, Mitchell S.
Cc: rmcDaniel; Clayton, John W.; Stickel, Alison R.
Subject: Re: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Mitch: Sorry for the delay in responding. I am working out of my office today with another employee in the Atlanta area. In response to your questions, the tariff is filed with the Florida Commission and becomes effective the next day after filing. The tariff was originally filed on January 14, 2001 and effective on the 15th. We some changes to some of the sheets and added some information (text changes) and filed those on September 10, 2001 with and effective date of the 11th.

We have not and are not required to filed cost based tariffs as a CLEC. Most of ours are market based since we are a CLEC. Based upon your section of the Agreement you provided and I have quoted to Alison, it appears we should be able to bill you for the installs based upon our approved tariff Sprint does charge for some DS0 installs I believe. It is also in your access tariff just as it is in our tariff. If you do not mind please review this one more time and then if you come up with the same, we will decide what we have to do. I believe our options are to file with the commission as you have not officially put this billing in a billing dispute situation. Thanks for your patience and help in trying to resolve this issue.

As I understand your current response for the DS1s we are being billed over

regarding tariff versus contract control

Richard,

Has the tariff that you provided to me been approved by the Florida commission, or only filed with them? Is the pricing cost based? In attachemnt IV section 2.2.3 of the interconnection agreement it states that 'CLEC may charge Sprint . . the lesser of: 1) Sprint's dedicated interconnection rate, 2) Its own costs filed and approved by the commission, or 3) the actual lease cost of the interconnecting facility. Since Sprint does not bill a DSO install rate neither can the CLEC. Sprint does not believe that the DSO install charges are valid, or that the install charges on the DSI's above the contract rate are valid. We will continue authorize payment based on the contract language and rates.

Mitch Danforth
(913) 433-1180

-----Original Message-----

From: rmcDaniel [mailto:rmcdaniel@durocom.com]
Sent: Tuesday, October 23, 2001 11:07 AM
To: Danforth, Mitchell S.
Cc: rmcDaniel; rmcDaniel
Subject: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Mitch: I had to get the latest tariff from our Regulatory person. I did look in the contract and copied the first page of Part B of the contract. Please refer to 1.4. This specifically addresses services Sprint provides to CLEC which are your trunks to terminate Sprint traffic. It states the tariff controls. This is talking about the

going to
change the name again. It may be a ALEC dba but it
may also
have to be a full name change. So we have been dragging
our feet a
little to see what the new name will be before contacting
Cathy. We
just went through a painful process with BellSouth so we
want to
avoid that with you all if possible now that we
potentially have to
do it again with Bell.

Call me if you want to discuss the tariff or contract or
name
situation.

Richard McDaniel
rmcdaniel@durocom.com
Office 706 467 0661
Fax 509 756 2132

Richard McDaniel

From: <MITCH.DANFORTH@mail.sprint.com>
To: <rmcdaniel@durocom.com>
Sent: Thursday, October 18, 2001 11:57 AM
Attach: BDY.RTF
Subject: FW: Dispute/Issues

Richard - The dispute for the Metrolink install charges is based on charges billed at your tariff rate and should be billed at the contract rate. Sprint has issued payment based on the contract. Chris has not addressed the dispute yet.

Mitch Danforth
Sprint - LTD Access Verification
Manager
Phone (913) 433-1180
Fax (913) 433-1908
mitch.danforth@mail.sprint.com

—Original Message—

From: Stickel, Alison R.
Sent: Thursday, October 18, 2001 11:50 AM
To: Danforth, Mitchell S.
Subject: FW: Dispute/Issues

—Original Message—

From: Stickel, Alison R.
Sent: Monday, August 20, 2001 5:04 PM
To: 'croberson@durocom.com'
Subject: Dispute/Issues

Chris,

As promised.....

At this time payments are being processed on Gietel invoices:

T200107-3, T200108-3, T200107-2 and T200108-2. I will be disputing T200107-1 and T200108-1. You stated that these charges were to recoup Gietel's cost of meeting Sprint at the POI and per attachment 4, Section 2.1 Each party is responsible for bringing their facilities to the POI. I briefly discussed these charges with Richard McDaniel and am going to look at these further. However, at this time I cannot validate these charges to issue payment.

As for Metrolink. I have validated all of the DSI's against the ASR's.

4

Richard McDaniel

From: "Richard McDaniel" <rmcdaniel@durocom.com>
To: <mitch.danforth@mail.sprint.com>
Cc: "Richard McDaniel" <rmcdaniel@durocom.com>
Sent: Tuesday, October 23, 2001 11:06 AM
Attach: ALEC FL Access Tariff #2 mod2.doc; PART B Florida Agreement.doc
Subject: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Mitch: I had to get the latest tariff from our Regulatory person. I did look in the contract and copied the first page of Part B of the contract. Please refer to 1.4. This specifically addresses services Sprint provides to CLEC which are your trunks to terminate Sprint traffic. It states the tariff controls. This is talking about the Sprint tariff but should be reciprocal.

As information, when we started the project in Florida, we were in the process of changing the CLEC name to ALEC. The Sprint Account team said we should use the existing name which was MetroLink. We have completed the name change and the contract and tariff is in the name of ALEC. We will work with Cathy to get what paper work needs to be done if we need to change the project from MetroLink to ALEC.

It has not been officially announced but we are probably going to change the name again. It may be a ALEC dba but it may also have to be a full name change. So we have been dragging our feet a little to see what the new name will be before contacting Cathy. We just went through a painful process with BellSouth so we want to avoid that with you all if possible now that we potentially have to do it again with Bell.

Call me if you want to discuss the tariff or contract or name situation.

Richard McDaniel
rmcdaniel@durocom.com
Office 706 467 0661
Fax 509 756 2132

PART B – GENERAL TERMS AND CONDITIONS

1. SCOPE OF THIS AGREEMENT

- 1.1. This Agreement, including Parts A, B, and Attachments I through VIII, specifies the rights and obligations of each party with respect to the establishment, purchase, and sale of Local Interconnection, resale of Telecommunications Services and Unbundled Network Elements. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The attachments set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

LIST OF ATTACHMENTS:

I.	Price Schedule
II.	Local Resale
III.	Network Elements
IV.	Interconnection
V.	Interim Number Portability
VI.	Local Number Portability
VII.	General Business Requirements
VIII.	Reporting Standards

- 1.2. Sprint shall not discontinue any interconnection arrangement, Telecommunications Service, or Network Element provided or required hereunder without providing CLEC thirty (30) days prior written notice of such discontinuation of such service, element or arrangement. Sprint agrees to cooperate with CLEC and/or the appropriate regulatory body with any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.
- 1.3. Sprint shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.
- 1.4. The services and facilities to be provided to CLEC by Sprint in satisfaction of this Agreement may be provided pursuant to Sprint tariffs and then current practices. Should there be a conflict between the terms of this Agreement and any such tariffs and practices, the terms of the tariff shall control to the extent allowed by law or Commission order.

2. REGULATORY APPROVALS

FLORIDA TARIFF NO. 2

INTRASTATE ACCESS RATE SHEET

ALEC, INC.

Issued: January 10, 2001

Effective January 15, 2001

James Puckett – Chief Technical Officer
1211 Semoran Blvd, Suite 217
Casselberry, Florida 32707

(7)

ALEC, INC.

1. APPLICATION OF TARIFF

This tariff contains regulations, rates and charges applicable to the provision of access services by ALEC, Inc. to customers.

The provision of service by ALEC, Inc. as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.

2. UNDERTAKING OF THE COMPANY

The company shall be responsible only for the installation, operation and maintenance of service Which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless Otherwise specified in this tariff.

Issued: January 15, 2001

Effective January 15, 2001

James Puckett – Chief Technical Officer
1211 Semoran Blvd, Suite 217
Casselberry, Florida 32707

8

ALEC, INC.

3. RATES AND CHARGES

		<u>Nonrecurring Charge</u>		(T)
3.1.	Service Order Nonrecurring Charges			(T)
	Access Order Charge		\$81.00	(I)
	Service Date Change Charge		\$30.00	
	Design Change Charge		\$30.00	
		<u>Monthly Charge</u>	<u>Nonrecurring Charge</u>	(T)
			<u>First</u> <u>Additional</u>	
3.2.	Switched Local Channel per Local Channel			
	Voice Grade 2-Wire	\$25.00	\$308.95 \$119.49	
	Voice Grade 4-Wire	\$45.24	\$314.69 \$125.19	
	High Capacity DS1	\$133.81	\$866.97 \$486.83	
	High Capacity DS3	\$2100.00	\$870.50 \$427.88	
3.3.	Trunk Activation (FG-D)			
	Line Side Service, Per Line	-	\$285.00 \$263.00	
	Trunk Side Service, Per Trunk or Signaling Connection	-	\$915.00 \$263.00	(T)
3.4.	Local Channel			(N)
	Per Point of Termination			
	Voice			
	Two-Wire	\$26.00	\$270.00 \$100.00	
	Four-Wire	\$38.00	\$275.00 \$105.00	
	Data			
	Two-Wire	\$30.00	\$295.00 \$120.00	
	Four-Wire	\$39.00	\$300.00 \$125.00	
3.5.	Interoffice Channel		<u>Nonrecurring Charge</u>	
	All Mileage Bands	-	<u>Per Channel</u> \$87.00	
	Per Mile	\$1.65	-	(N)
	Fixed Monthly Charge	\$30.00	-	(M)
				(M)
				(M)

(M) Text has been moved to page 4.

Issued: September 10, 2001Effective September 11, 2001

Phil Patete – Chief Technical Officer
 1211 Semoran Blvd, Suite 217
 Casselberry, Florida 32707

(9)

ALEC, INC.

FL PSC No. 3 - Access
 First Revised Page 4
 Cancels Original Page 4

3. RATES AND CHARGES (Cont'd)

	<u>Monthly Charge</u>	<u>Nonrecurring Charge</u>	
3.6. Switched Interoffice Channel			(N)
Voice Grade (2 or 4 Wire)			
Per Mile	\$1.90	-	
Facility Termination	\$23.20	\$79.85	
DS0 - 56/64 Kbps			
Per Mile	\$3.95	-	
Facility Termination	\$38.37	\$24.01	
1.544 Mbps (DS1)			
Per Mile	\$16.75	-	
Facility Termination	\$59.75	\$100.49	
44.736 Mbps (DS3)			
Per Mile	\$175.00	-	
Facility Termination	\$1200.00	\$67.19	(N)
3.7. Local Transport			(T)(M)
Tandem Switched Transport			
Tandem Switched Facility			
Per Access Minute Per Mile	\$0.000156		
Tandem Switched Termination			
Per Access Minute Per Termination	\$0.000722		
Tandem Switching			
Per Access Minute Per Tandem	\$0.000990		
Local Transport Facility			
Per Access Minute Per Mile	\$0.000187		
Local Transport Termination			
Per Access Minute	\$0.001470		(R)
Residual Interconnection Charge			
Per Access Minute	\$0.013179		(M)
3.8. End Office			(T)
Local Switching Per Access Minute	\$0.041200		
Information Surcharge Per Access Minute	\$0.000267		
3.9. Carrier Common Line			(T)
Originating, Per Minute of Use	\$0.007600		
Terminating, Per Minute of Use	\$0.007600		

(M) Text has been moved from page 3.

Issued: September 10, 2001

Effective September 11, 2001

Phil Patete - Chief Technical Officer
 1211 Semoran Blvd, Suite 217
 Casselberry, Florida 32707

Richard McDaniel

From: <MITCH.DANFORTH@mail.sprint.com>
To: <rmcdaniel@durocom.com>
Cc: <John.Clayton@mail.sprint.com>; <alison.stickel@mail.sprint.com>
Sent: Tuesday, October 23, 2001 3:56 PM
Attach: BDY.RTF
Subject: RE: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Richard,

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Mitch Danforth
(913) 433-1180

-----Original Message-----

From: rmcdaniel [mailto:rmcdaniel@durocom.com]
Sent: Tuesday, October 23, 2001 11:07 AM
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Cc: rmcdaniel; rmcdaniel
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Richard McDaniel

From: "Richard McDaniel" <rmcdaniel@durocom.com>
To: <MITCH.DANFORTH@mail.sprint.com>
Cc: <John.Clayton@mail.sprint.com>; <alison.stickel@mail.sprint.com>
Sent: Wednesday, October 24, 2001 1:48 PM
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As I understand your current response for the DS1s we are being billed over \$600, and the DS3s, you are only going to pay the contract rate. Is this correct? Is this for all the back billing (North Carolina) as well?

Richard

----- Original Message -----

From: <MITCH.DANFORTH@mail.sprint.com>
To: <rmcdaniel@durocom.com>
Cc: <John.Clayton@mail.sprint.com>; <alison.stickel@mail.sprint.com>
Sent: Tuesday, October 23, 2001 4:56 PM
Subject: RE: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Richard,

Has the tariff that you provided to me been approved by the Florida commission, or only filed with them? Is the pricing cost based? In attachment IV section 2.2.3 of the interconnection agreement it states that 'CLEC may charge Sprint . . the lesser of: 1) Sprint's dedicated interconnection rate, 2) Its own costs filed and approved by the commission, or 3) the actual lease cost of the interconnecting facility. Since Sprint does not bill a DSO install rate neither can the CLEC. Sprint does not believe that the DSO install charges are valid,

Mitch: I had to get the latest tariff from our Regulatory person. I did look in the contract and copied the first page of Part B of the contract. Please refer to 1.4. This specifically addresses services Sprint provides to CLEC which are your trunks to terminate Sprint traffic. It states the tariff controls. This is talking about the Sprint tariff but should be reciprocal.

As information, when we started the project in Florida, we were in the process of changing the CLEC name to ALEC. The Sprint Account team said we should use the existing name which was MetroLink. We have completed the name change and the contract and tariff is in the name of ALEC. We will work with Cathy to get what paper work needs to be done if we need to change the project from MetroLink to ALEC. It has not been officially announced but we are probably going to change the name again. It may be a ALEC dba but it may also have to be a full name change. So we have been dragging our feet a little to see what the new name will be before contacting Cathy. We just went through a painful process with BellSouth so we want to avoid that with you all if possible now that we potentially have to do it again with Bell.

Call me if you want to discuss the tariff or contract or name situation.

Richard McDaniel
rmcdaniel@durocom.com
Office 706 467 0661
Fax 509 756 2132

Richard McDaniel

From: <MITCH.DANFORTH@mail.sprint.com>
To: <rmcdaniel@durocom.com>
Cc: <Jeff.Caswell@mail.sprint.com>; <John.Clayton@mail.sprint.com>; <Al.Lubeck@mail.sprint.com>; <alison.stickel@mail.sprint.com>
Sent: Wednesday, October 24, 2001 4:39 PM
Attach: BDY.RTF
Subject: RE: Re: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Richard,

MetroLink

The charges were disputed in an e-mail to Chris Roberson on 8/20/01. I understand that a CLEC is not required to file cost based tariffs, but Sprint would only recognize your tariff if it was cost based. It is my understanding that filing a tariff does not automatically mean it is approved by the commission, only that your rates are on file with them, TELRIC rates would apply, but, your charges can not be any higher than the incumbent LEC. Also, were has Sprint billed a DS0 channel install and a DS1 install for the same trunk to MetroLink? I still believe that MetroLink (ALEC) does not have the right to bill an element that is not in the contract, or a rate that is above contract pricing. To your last point, Sprint will only pay the contractual rate.

Gietel

From the diagram that you faxed me last week, can you indicate to me which locations Gietel is calling their POI's, and which are your switch sites. Also, of the circuits that Gietel is billing Sprint; do they interconnect the Sprint CO's with the Gietel POI's, or do they connect the POI's to the Gietel switch? I believe that Gietel is billing Sprint DS1's between the Sprint CO and the Gietel POI that are based on reciprocal ASR's, which are for record purposes only, not billing. It is Sprint's responsibility to deliver the traffic to the POI. The initial bill for these charges is T200108-2 and are believed to be not billable. On bill # T200107-1, are these circuits from the POI to your switch?

Mitch Danforth
Sprint - LTD Access Verification
Manager
Phone (913) 433-1180
Fax (913) 433-1908
mitch.danforth@mail.sprint.com

-----Original Message-----

From: rmcdaniel [mailto:rmcdaniel@durocom.com]
Sent: Wednesday, October 24, 2001 1:48 PM
To: Danforth, Mitchell S.
Cc: rmcdaniel; Clayton, John W.; Stickel, Alison D.

Richard McDaniel

From: "Richard McDaniel" <rmcdaniel@durocom.com>
To: <mitch.danforth@mail.sprint.com>
Sent: Monday, October 08, 2001 2:47 PM
Attach: Sprint Bill Analysis.xls
Subject: Billing spreadsheet

Mitch: Per our conversation and your request.

Richard McDaniel
mcdaniel@durocom.com
Office 706 467 0661
Fax 509 756 2132

on
September 10, 2001 with and effective date of the 11th.

We have not and are not required to file cost based tariffs as a CLEC. Most of ours are market based since we are a CLEC. Based upon your section of the Agreement you provided and I have quoted to Alison, it appears we should be able to bill you for the installs based upon our approved tariff. Sprint does charge for some DS0 installs I believe. It is also in your access tariff just as it is in our tariff. If you do not mind please review this one more time and then if you come up with the same, we will decide what we have to do. I believe our options are to file with the commission as you have not officially put this billing in a billing dispute situation. Thanks for your patience and help in trying to resolve this issue.

As I understand your current response for the DS1s we are being billed over \$600, and the DS3s, you are only going to pay the contract rate. Is this correct? Is this for all the back billing (North Carolina) as well?

Richard

----- Original Message -----

From: <MITCH.DANFORTH@mail.sprint.com>
To: <rmcdaniel@durocom.com>
Cc: <John.Clayton@mail.sprint.com>;
<alison.stickel@mail.sprint.com>
Sent: Tuesday, October 23, 2001 4:56 PM
Subject: RE: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Richard,

Has the tariff that you provided to me been approved by the Florida commission, or only filed with them? Is the pricing cost based? In attachemnt IV section 2.2.3 of the interconnection agreement it states that 'CLEC may charge Sprint . . the lesser of: 1) Sprint's dedicated

17

From: rmcDaniel [mailto:rmcdaniel@durocom.com]
Sent: Tuesday, October 23, 2001 11:07 AM
To: Danforth, Mitchell S.
Cc: rmcDaniel; rmcDaniel
Subject: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Mitch: I had to get the latest tariff from our Regulatory person. I did look in the contract and copied the first page of Part B of the contract. Please refer to 1.4. This specifically addresses services Sprint provides to CLEC which are your trunks to terminate Sprint traffic. It states the tariff controls. This is talking about the Sprint tariff but should be reciprocal.

As information, when we started the project in Florida, we were in the process of changing the CLEC name to ALEC. The Sprint Account team said we should use the existing name which was MetroLink. We have completed the name change and the contract and tariff is in the name of ALEC. We will work with Cathy to get what paper work needs to be done if we need to change the project from MetroLink to ALEC.

It has not been officially announced but we are probably going to change the name again. It may be a ALEC dba but it may also have to be a full name change. So we have been dragging our feet a little to see what the new name will be before contacting Cathy. We just went through a painful process with BellSouth so we want to avoid that with you all if possible now that we potentially have to do it again with Bell.

Call me if you want to discuss the tariff or contract or name situation.

Richard McDaniel

Richard McDaniel

From: "Richard McDaniel" <rmcdaniel@durocom.com>
To: <MITCH.DANFORTH@mail.sprint.com>
Cc: <Jeff.Caswell@mail.sprint.com>; <John.Clayton@mail.sprint.com>; <Al.Lubeck@mail.sprint.com>; <alison.stickel@mail.sprint.com>; <ppatete@durocom.com>
Sent: Friday, October 26, 2001 4:40 PM
Subject: Re: Re: ALEC/MetroLink Tariff in Florida and contract language regarding tariff versus contract control

Mitch: Thanks for the clarification. Florida does not require filing a tariff. They only require a price list and I believe NC is the same. However, we have filed both a Local Tariff and an Access Tariff (Price Lists for both) in Florida and NC. I talked with the Commission Staff yesterday and he advised that they do not regulate access. They do not require companies to file but practically all LECs do file because some other carriers will not offer service in your area unless you have a tariff on file. The staff only looks at the Price List when there is a complaint. He referred me to the staff members who handle the complaints and I had hope to hear back from them by now but it is evident that I will not hear back from them.

After discussions with them I will get back with my management and determine what if any course of action we want to pursue. Based upon your answers, it appears our next step will be to file a complaint with the commission. Our tariff rates match the Bell rates and I assume they are TELRIC or other similar cost study based. We deal with several carriers in Florida and have only one Local Tariff and one Intrastate Access Tariff (again I mean Price List) filed for the entire state. It has the same rates for all our customers/suppliers.

In summary, our tariffs are filed and approved by the existing commission rules just as Sprints or Bells are approved by commission rules.

GIETEL

Sprint advised us we had to establish a POI in the Sprint CO. For example, the Washington - New Bern T1s. The POI is in Washington (where Sprint told us we had to have it) and we pick up calls made by your customers there and transport them to New Bern where our switch is located. This is similar to the remaining. I will verify with Todd one more time that my understanding is correct and advise you on Monday.

Have a good weekend.

Richard

— Original Message —

From: <MITCH.DANFORTH@mail.sprint.com>
To: <rmcdaniel@durocom.com>
Cc: <Jeff.Caswell@mail.sprint.com>; <John.Clayton@mail.sprint.com>; <Al.Lubeck@mail.sprint.com>; <alison.stickel@mail.sprint.com>
Sent: Wednesday, October 24, 2001 5:39 PM

> and a DS1 install for the same trunk to MetroLink? I still believe that
> MetroLink (ALEC) does not have the right to bill an element that is not
> in the contract, or a rate that is above contract pricing. To your last
> point, Sprint will only pay the contractual rate.

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> From the diagram that you faxed me last week, can you indicate to me
> which locations Gietel is calling their POI's, and which are your switch
> sites. Also, of the circuits that Gietel is billing Sprint; do they
> interconnect the Sprint CO's with the Gietel POI's, or do they connect
> the POI's to the Gietel switch? I believe that Gietel is billing Sprint
> DS1's between the Sprint CO and the Gietel POI that are based on
> reciprocal ASR's, which are for record purposes only, not billing. It
> is Sprint's responsibility to deliver the traffic to the POI. The
> initial bill for these charges is T200108-2 and are believed to be not
> billable. On bill # T200107-1, are these circuits from the POI to your
> switch?

> Mitch Danforth
> Sprint - LTD Access Verification
> Manager
> Phone (913) 433-1180
> Fax (913)433-1908
> mitch.danforth@mail.sprint.com

> -----Original Message-----

> From: rmcDaniel [mailto:rmcdaniel@durocom.com]
> Sent: Wednesday, October 24, 2001 1:48 PM
> To: Danforth, Mitchell S.
> Cc: rmcDaniel; Clayton, John W.; Stickel, Alison R.
> Subject: Re: ALEC/MetroLink Tariff in Florida and contract
> language regarding tariff versus contract control

> Mitch: Sorry for the delay in responding. I am working out of my
> office
> today with another employee in the Atlanta area. In response to
> your
> questions, the tariff is filed with the Florida Commission and
> becomes
> effective the next day after filing. The tariff was originally
> filed on
> January 14, 2001 and effective on the 15th. We some changes to
> some of the
> sheets and added some information (text changes) and filed those
> on
> September 10, 2001 with and effective date of the 11th.

> We have not and are not required to filed cost based tariffs as a
> CLEC. Most
> of ours are market based since we are a CLEC. Based upon your
> section of the
> Agreement you provided and I have quoted to Alison, it appears we
> should be

> for your patience and help in trying to resolve this issue.

> As I understand your current response for the DS1s we are being
> billed over
> \$600, and the DS3s, you are only going to pay the contract rate.
> Is this
> correct? Is this for all the back billing (North Carolina) as
> well?

> Richard

> — Original Message —

> From: <MITCH.DANFORTH@mail.sprint.com>

> To: <rmcdaniel@durocom.com>

> Cc: <John.Clayton@mail.sprint.com>;

> <alison.stickel@mail.sprint.com>

> Sent: Tuesday, October 23, 2001 4:56 PM

> Subject: RE: ALEC/MetroLink Tariff in Florida and contract
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> regarding tariff versus contract control

> Richard,

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> Florida
> commission, or only filed with them? Is the pricing cost based? In
> attachemnt IV section 2.2.3 of the interconnection agreement it
> states
> that 'CLEC may charge Sprint . . the lesser of: 1) Sprint's
> dedicated
> interconnection rate, 2) Its own costs filed and approved by the
> commission, or 3) the actual lease cost of the interconnecting
> facility. Since Sprint does not bill a DSO install rate neither
> can the
> CLEC. Sprint does not believe that the DSO install charges are
> valid,
> or that the install charges on the DS1's above the contract rate
> are
> valid. We will continue authorize payment based on the contract
> language and rates.

> Mitch Danforth
> (913) 433-1180

> —Original Message—

> From: rmcdaniel [mailto:rmcdaniel@durocom.com]

> Sent: Tuesday, October 23, 2001 11:07 AM

> To: Danforth, Mitchell S.

> Cc: rmcdaniel; rmcdaniel

> Subject: ALEC/MetroLink Tariff in Florida and contract language
> regarding tariff versus contract control

>
> **As information, when we started the project in Florida, we were**
> **in**
> **the process of changing the CLEC name to ALEC. The Sprint**
> **Account**
> **team said we should use the existing name which was MetroLink.**
> **We**
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> **have to**
> **do it again with Bell.**

> **Call me if you want to discuss the tariff or contract or name**
> **situation.**

> **Richard McDaniel**
> **rmcdaniel@durocom.com**
> **Office 706 467 0661**
> **Fax 509 756 2132**

Metrolink dba ALEC, Inc.
 1211 Semoran Blvd, Ste 295
 Casselberry, FL 32707
 (407) 673-8500 fax (407) 673-8552

Invoice No. **MI200107-1**
 Account No. **000001**

INVOICE

Customer

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

Invoice Date 6/28/01
 Due Date 7/31/01
 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			

SubTotal	\$109,894.42
TOTAL	\$109,894.42

Payment Details

Remit Payment To:
Metrolink
Attn: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Office Use Only

109,894.42

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

Thank you for using Metrolink.

Metrolink dba ALEC, Inc.

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

Invoice No. **MI200107-2**
 Account No. **000001**

INVOICE

Customer

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

Invoice Date 6/28/01
 Due Date 7/31/01
 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			

SubTotal	\$14,710.80
TOTAL	\$14,710.80

Payment Details

Remit Payment To:
 Metrolink
 Attn: Chris Roberson
 1211 Semoran Blvd, Ste 295
 Casselberry, FL 32707

Office Use Only

14,629.00

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

Thank you for using Metrolink.

Metrolink dba ALEC, Inc.

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

Invoice No. **MI200107-4**
 Account No. **000001**

INVOICE

Customer

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

Invoice Date 6/28/01
 Due Date 7/31/01
 Order # NFNF0704031624E

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON-NFNF0704031624E	\$81.00	\$81.00
1	DS1 Local Channel Installation (initial) Initial PON-NFNF0704031624E	\$866.97	\$866.97
1	DS1 Local Channel Installation (initial) Remainder of order PON-NFNF0704031624E	\$486.83	\$486.83
1	FGD Trunk Installation USOC: TPP++ Initial PON-NFNF0704031624E	\$915.00	\$915.00
47	FGD Trunk Installation USOC: TPP++ Remainder of order PON-NFNF0704031624E	\$263.00	\$12,361.00
End Office DYBHFLMADS0			

SubTotal **\$14,710.80**

Payment Details

Remit Payment To:
Metrolink
Attn: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

TOTAL \$14,710.80

Office Use Only

14,710.80

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

Thank you for using Metrolink.

Metrolink dba ALEC, LLC.
 1211 Semoran Blvd, Ste 295
 Casselberry, FL 32707
 (407) 673-8500 fax (407) 673-8552

Invoice No. **MI200107-6**
 Account No. **000001**

INVOICE

Customer

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

Invoice Date 6/28/01
 Due Date 7/31/01
 Order # NFNF0704031643E

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON-NFNF0704031643E	\$81.00	\$81.00
1	DS1 Local Channel Installation (initial) Initial PON-NFNF0704031643E	\$866.97	\$866.97
3	DS1 Local Channel Installation (initial) Remainder of order PON-NFNF0704031643E	\$486.83	\$1,460.49
1	FGD Trunk Installation USOC: TPP++ Initial PON-NFNF0704031643E	\$915.00	\$915.00
95	FGD Trunk Installation USOC: TPP++ Remainder of order PON-NFNF0704031643E	\$263.00	\$24,985.00
End Office PLCSFLMADS0			

SubTotal **\$28,308.46**

Payment Details

Remit Payment To:
Metrolink
Attn: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

TOTAL \$28,308.46

Office Use Only

78,227.46

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

Thank you for using Metrolink.

Metrolink dba ALEC, inc.

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

Invoice No. **MI200107-7**
 Account No. **000001**

INVOICE

Customer

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

Invoice Date 6/28/01
 Due Date 7/31/01
 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

SubTotal	\$951.50
TOTAL	\$951.50

Payment Details

Remit Payment To:
 Metrolink
 Attn: Chris Roberson
 1211 Semoran Blvd, Ste 295
 Casselberry, FL 32707

Office Use Only

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

*Disputing
and PR*

Thank you for using Metrolink.

Metrolink dba ALEC, Inc.

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

Invoice No. **MI200107-8**
 Account No. **000001**

INVOICE

Customer

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

Invoice Date	6/28/01
Due Date	7/31/01
Order #	NFNF0321121115E

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON-NFNF0321121115E	\$81.00	\$81.00
1	DS3 Local Channel Installation (initial) Initial PON-NFNF0321121115E	\$870.50	\$870.50

SubTotal	\$951.50
TOTAL	\$951.50

Payment Details

Remit Payment To:
Metrolink
Attn: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Office Use Only

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

*Disputing
Final ASR*

Thank you for using Metrolink.

Metrolink Invoices - Installs (BellSouth)

Invoice #	Transaction Date	Transaction Amount	Control/Check #	State	Carrier
MI200107-1	6/28/2001	\$ 109,894.42		FL	BellSouth
MI200107-1	8/27/2001	\$ (109,813.42)	020012395107811	FL	BellSouth
MI200107-1	1/31/2002	\$ (81.00)	WRITE-OFF		
MI200107-2	6/28/2001	\$ 14,710.80		FL	BellSouth
MI200107-2	8/27/2001	\$ (14,629.80)	020012395107811		
MI200107-2	1/31/2002	\$ (81.00)	WRITE-OFF		
MI200107-3	6/28/2001	\$ 28,308.46		FL	BellSouth
MI200107-3	8/27/2001	\$ (28,227.46)	020012395107811		
MI200107-3	1/31/2002	\$ (81.00)	WRITE-OFF		
MI200107-4	6/28/2001	\$ 14,710.80		FL	BellSouth
MI200107-4	8/27/2001	\$ (14,629.80)	020012395107811		
MI200107-4	1/31/2002	\$ (81.00)	WRITE-OFF		
MI200107-5	6/28/2001	\$ 28,308.46		FL	BellSouth
MI200107-5	8/27/2001	\$ (28,227.46)	020012395107811		
MI200107-5	1/31/2002	\$ (81.00)	WRITE-OFF		
MI200107-6	6/28/2001	\$ 28,308.46		FL	BellSouth
MI200107-6	8/27/2001	\$ (28,227.46)	020012395107811		
MI200107-6	1/31/2002	\$ (81.00)	WRITE-OFF		
MI200107-7	6/28/2001	\$ 951.50		FL	BellSouth
MI200107-8	6/28/2001	\$ 951.50		FL	BellSouth
MI200109-1	9/6/2001	\$ 14,710.80		FL	BellSouth
MI200109-1	10/1/2001	\$ (14,629.80)	020012740040517	FL	BellSouth
MI200109-1	1/31/2002	\$ (81.00)	WRITE-OFF		

MI200109-2	9/6/2001	\$	21,509.63		FL	BellSouth
MI200109-2	10/1/2001	\$	(21,428.63)	020012740040517	FL	BellSouth
MI200109-2	1/31/2002	\$	(81.00)	WRITE-OFF		
MI200110	11/5/2001	\$	28,227.46		FL	BellSouth
MI200110	12/3/2001	\$	(28,227.46)	020013376194680	FL	BellSouth
MI200111	12/5/2001	\$	35,026.29		FL	BellSouth
MI200111	1/4/2002	\$	(35,026.29)	020020046719931	FL	BellSouth
I200201-1-R	1/7/2002	\$	6,968.80		FL	BellSouth
I200201-1-R	2/8/2002	\$	(6,968.80)	020020395819293	FL	BellSouth
I200201-2-R	1/7/2002	\$	18,516.12		FL	BellSouth
I200201-2-R	2/8/2002	\$	(18,516.12)	020020395819293	FL	BellSouth
I200201-3-R	1/7/2002	\$	24,289.78		FL	BellSouth
I200201-3-R	2/8/2002	\$	(24,289.78)	020020395819293	FL	BellSouth
I200201-4-R	1/7/2002	\$	4,081.97		FL	BellSouth
I200201-4-R	2/8/2002	\$	(4,081.97)	020020395819293	FL	BellSouth
I200201-5-R	1/7/2002	\$	9,855.63		FL	BellSouth
I200201-5-R	2/8/2002	\$	(9,855.63)	020020395819293	FL	BellSouth
I200201-6-R	1/7/2002	\$	15,629.29		FL	BellSouth
I200201-6-R	2/8/2002	\$	(15,629.29)	020020395819293	FL	BellSouth
I200202-1	2/5/2002	\$	18,516.12		FL	BellSouth
I200202-1	3/7/2002	\$	(18,516.12)	020020663033374		
I200202-2	2/5/2002	\$	6,968.80		FL	BellSouth
I200202-2	3/7/2002	\$	(6,968.80)	020020663033374		

I200202-3	2/5/2002	\$	9,855.63		FL	BellSouth
I200202-3	3/7/2002	\$	(9,855.63)	020020663033374		
I200202-4	2/5/2002	\$	9,855.63		FL	BellSouth
I200202-4	3/7/2002	\$	(9,855.63)	020020663033374		
I200202-5	2/5/2002	\$	9,855.63		FL	BellSouth
I200202-5	3/7/2002	\$	(9,855.63)	020020663033374		
I200202-6	2/5/2002	\$	12,742.46		FL	BellSouth
I200202-6	3/7/2002	\$	(12,742.46)	020020663033374		
I200203	3/5/2002	\$	9,855.63		FL	BellSouth
I200203	4/4/2002	\$	(1,840.63)	020020940048350	FL	BellSouth
I200203	5/24/2002	\$	(8,015.00)	050021444116372	FL	BellSouth
I200204	4/3/2002	\$	6,968.80		FL	BellSouth
I200204	5/24/2002	\$	(6,968.80)	020021444116372		
I200204-2	4/3/2002	\$	4,081.97		FL	BellSouth
I200204-2	5/24/2002	\$	(4,081.97)	020021444116372	FL	BellSouth
I200204-3	4/3/2002	\$	21,402.95		FL	BellSouth
I200204-3	5/24/2002	\$	(21,402.95)	020021444116372	FL	BellSouth
I200204-4	4/3/2002	\$	4,081.97		FL	BellSouth
I200204-4	5/24/2002	\$	(4,081.97)	020021444116372	FL	BellSouth
I200204-8	4/3/2002	\$	12,742.46		FL	BellSouth
I200204-8	5/24/2002	\$	(12,742.46)	020021444116372	FL	BellSouth

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

<u>Description</u>	<u>Date Due</u>	<u>Balance Outstanding</u>
Install - PON NFNF0704171225E	7/31/2001	
Install - PON NFNF0704171225E	7/31/2001	
		\$ -
Install - PON NFNF07040315502E	7/31/2001	
		\$ -
Install - PON NFNF0704031557E	7/31/2001	
		\$ -
Install - PON NFNF0704031624E	7/31/2001	
		\$ -
Install - PON NFNF0704031634E	7/31/2001	
		\$ -
Install - PON NFNF07004031643E	7/31/2001	
		\$ -
Install - PON NFNF0213120946E	7/31/2001	
		\$ 951.50
Install - PON NFNF0321121115E	7/31/2001	
		\$ 951.50
Install - PON NFNF0607181152E	9/30/2001	
Install - PON NFNF0607181152E	9/30/2001	
		\$ -

BS disputing access order charge of \$81.00 on all these invoices.

BS Disputing 2 DS3's in Daytona Beach

Install - PON NFNF0708091056E	9/30/2001		
Install - PON NFNF0708091056E	9/30/2001	\$	-
Install - PON NFNF0709171347E	11/30/2001		
Install - PON NFNF0709171347E	11/30/2001	\$	-
Install - PON NFNF0710311523E	12/31/2001		
Install - PON NFNF0710311523E	12/31/2001	\$	-
Install - PON - NFNF0406070808E	1/31/2002		
Install - PON - NFNF0406070808E	1/31/2002	\$	-
Install - PON - NFNF0406070825E	1/31/2002		
Install - PON - NFNF0406070825E	1/31/2002	\$	-
Install - PON - NFNF0406070744E	1/31/2002		
Install - PON - NFNF0406070744E	1/31/2002	\$	-
Install - PON - NFNF0406070813E	1/31/2002		
Install - PON - NFNF0406070813E	1/31/2002	\$	-
Install - PON - NFNF0406070817E	1/31/2002		
Install - PON - NFNF0406070817E	1/31/2002	\$	-
Install - PON - NFNF0406070821E	1/31/2002		
Install - PON - NFNF0406070821E	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	
	\$	-
Install - PON - NFNF0905010914E (3 DS1)	2/28/2002	
	\$	-
Install - PON - NFNF0711301131E (4 DS1)	2/28/2002	
	\$	-
Install - PON - NFNF0701211058E	3/31/2002	
Install - PON - NFNF0701211058E	3/31/2002	
Install - PON - NFNF0701211058E	3/31/2002	
	\$	-
Install - PON - SESE7902070936I (2 DS1's)	4/30/2002	
	\$	-
Install - PON - SESE7102071248I (2 DS1's)	4/30/2002	
Install - PON - SESE7102071248I (2 DS1's)	4/30/2002	
	\$	-
Install - PON - SESE7702070856I (7 DS1's)	4/30/2002	
Install - PON - SESE7702070856I (7 DS1's)	4/30/2002	
	\$	-
Install - PON - SESE7602070945I (2 DS1's)	4/30/2002	
Install - PON - SESE7602070945I (2 DS1's)	4/30/2002	
	\$	-
Install - PON - NFNF0702051252E (4 DS1's)	4/30/2002	
Install - PON - NFNF0702051252E (4 DS1's)	4/30/2002	
	\$	-

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

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

Invoice No. MT200106
 Account No. 000002

INVOICE

Customer

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

Invoice Date 6/5/01
 Due Date 6/30/01

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
SubTotal			\$28,831.97
TOTAL			\$28,831.97

Payment Details

Remit Payment To:
Metrolink
Attn: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Office Use Only

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

Thank you for using Metrolink.

Metrolink dba ALEC, Inc.

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

Invoice No. **MT200105**
 Account No. **000002**

INVOICE

Customer

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

Invoice Date 5/7/01
 Due Date 5/31/01

Qty	Description	Unit Price	TOTAL
137	Entrance Facility DS1 End office MTLDFLDQDS0 From 5/1/01 - 5/31/01	\$133.81	\$18,331.97
5	Entrance Facility DS3 End office MTLDFLDQDS0 From 5/1/01 - 5/31/01	\$2,100.00	\$10,500.00

SubTotal	\$28,831.97
TOTAL	\$28,831.97

Payment Details

Remit Payment To:
 Metrolink
 Attn: Chris Roberson
 1211 Semoran Blvd, Ste 295
 Casselberry, FL 32707

Office Use Only

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

Thank you for using Metrolink.

Metrolink Invoices - Facilities (BellSouth)

Invoice #	Transaction Date	Transaction Amount	Control/Check #	State	Carrier	Description	Date Due	Balance Outstanding
MT200105	5/7/2001	\$ 28,831.97		FL	BellSouth	Trunks 5/1-5/31	5/31/2001	
MT200105	6/15/2001	\$ (28,831.97)	020011662851517	FL	BellSouth	Trunks 5/1-5/31	5/31/2001	
								\$ -
MT200106	6/11/2001	\$ 28,831.97		FL	BellSouth	Trunks 6/1-6/30	6/30/2001	
MT200106	7/3/2001	\$ (28,831.97)	020011840060596	FL	BellSouth	Trunks 6/1-6/30	6/30/2001	
								\$ -
MT200107-1	6/28/2001	\$ 17,100.64		FL	BellSouth	Trunks 3/22/01 - 6/30/01	7/31/2001	
MT200107-1	8/27/2001	\$ (17,100.64)	020012395107811	FL	BellSouth	Trunks 3/22/01 - 6/30/01	7/31/2001	
								\$ -
MT200107	7/5/2001	\$ 37,313.89		FL	BellSouth	Trunks 7/1/01 - 7/31/01	7/31/2001	
MT200107	8/27/2001	\$ (33,113.89)	020012395107811	FL	BellSouth	Trunks 7/1/01 - 7/31/01	7/31/2001	
								\$ 4,200.00
MT200109-R	10/5/2001	\$ 8,831.46		FL	BellSouth	Facilities 9/1/01 - 9/30/01	9/30/2001	
MT200109-R	10/31/2001	\$ (5,063.11)	020013045493085	FL	BellSouth	Facilities 9/1/01 - 9/30/01	9/30/2001	
								\$ 3,768.35
MT200110	10/5/2001	\$ 36,700.95		FL	BellSouth	Facilities 10/1/01 - 10/31/01	10/31/2001	
MT200110	11/6/2001	\$ (32,069.30)	020013102950702	FL	BellSouth	Facilities 10/1/01 - 10/31/01	10/31/2001	
								\$ 4,631.65
MT200111	11/5/2001	\$ 34,974.37		FL	BellSouth	Facilities 11/1/01 - 11/30/01	11/30/2001	
MT200111	12/3/2001	\$ (30,774.39)	020013376194680	FL	BellSouth	Facilities 11/1/01 - 11/30/01	11/30/2001	
								\$ 4,199.98
MT200112	12/5/2001	\$ 36,252.33		FL	BellSouth	Facilities 12/1/01 - 12/31/01	12/31/2001	
MT200112	1/4/2002	\$ (32,052.34)	020020046719931	FL	BellSouth	Facilities 12/1/01 - 12/31/01	12/31/2001	
								\$ 4,199.99
MT200201-R	1/7/2002	\$ 42,636.07		FL	BellSouth	Facilities 1/1/02 - 1/31/02	1/31/2002	
MT200201-R	2/8/2002	\$ (38,438.07)	020020395819293	FL	BellSouth	Facilities 1/1/02 - 1/31/02	1/31/2002	
								\$ 4,200.00
MT200202	2/5/2002	\$ 42,608.31		FL	BellSouth	Facilities 2/1/02 - 2/28/02	2/28/2002	
MT200202	3/7/2002	\$ (38,408.19)	020020663033374	FL	BellSouth	Facilities 2/1/02 - 2/28/02	2/28/2002	
								\$ 4,200.12
MT200203	3/5/2002	\$ 43,161.39		FL	BellSouth	Facilities 3/1/02 - 3/31/02	3/31/2002	
MT200203	4/4/2002	\$ (28,461.39)	020020940048350	FL	BellSouth	Facilities 3/1/02 - 3/31/02	3/31/2002	
MT200203	6/13/2002	\$ (10,500.00)	020021643199275	FL	BellSouth	Facilities 3/1/02 - 3/31/02	3/31/2002	
								\$ 4,200.00
MT200204	4/3/2002	\$ 45,497.88		FL	BellSouth	Facilities 4/1/02 - 4/30/02	4/30/2002	
MT200204	5/24/2002	\$ (41,297.88)	020021444116372	FL	BellSouth	Facilities 4/1/02 - 4/30/02	4/30/2002	
								\$ 4,200.00
MT200205	5/6/2002	\$ 46,469.08		FL	BellSouth	Facilities 5/1/02 - 5/31/02	5/31/2002	
MT200205	6/13/2002	\$ (42,019.30)	020021643199275	FL	BellSouth	Facilities 5/1/02 - 5/31/02	5/31/2002	
								\$ 4,449.78
MT200206	6/5/2002	\$ 40,564.09		FL	BellSouth	Facilities 6/1/02 - 6/30/02	6/30/2002	
								\$ 40,564.09
								\$ 82,813.96



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
Phone #: 913-794-1636
Fax #: 913-794-0109
E-Mail: M.D.Smith@mail.sprint.com

Dispute Claim Date: 06/04/02
Dispute Amount: \$ 41,346.32

Contact: Chris Roberson
Phone #: 407-673-8500
Fax #: 407-673-8552
E-Mail: croberson@durocom.com
Address: 1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Comments:

Disputing DS1's because of invalid rate	
---	--

Paying only 6 DS1's at the rate of 79.80
Duplicate DSO billing

Please Respond Within 30 Days



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
Invoice \$: \$ 9,309.00
Analyst: Mary Smith
Phone #: 913-794-1636
Fax #: 913-794-0109
E-Mail: M.D.Smith@mail.sprint.com

Dispute Claim Date: 06/04/02
Dispute Amount: \$ 9,309.00

Contact: Chris Roberson
Phone #: 407-673-8500
Fax #: 407-673-8552
E-Mail: croberson@durocom.com
Address: 1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Comments:

Disputing invalid DS3's- DS1 charges already billed

Please Respond Within 30 Days

	A	B	C	D	E	F
1	RECURRING					Reference Page #
2	Svc	Invoice	Invoice Bill Date	Period	\$ Amount	
3	DS1s	MT0200108- 2	02/03/02	09/01/01 to 09/30/01	5,252.35	1
4	DS3s	MT 200109- 3	09/07/01	09/01/01 to 09/30/01	9,309.00	2
5	TOTAL				\$14,561.35	
6	DS3s	Time Warner	09/15/01	09/15/01 to 10/14/01	1,800.00	5 & 6
7	TOTAL				\$1,800.00	
8	NON-RECURRING					Reference Page #
9	Identifier	Invoice	Invoice Bill Date	Service	\$ Amount	
10	T.W.	Time Warner	02/15/01 3 @ 680.00		2,040.00	12
11	T.W.	Time Warner	04/15/01 3 @ 150.00		450.00	19 & 20
12	TOTAL				\$2,490.00	
13	Maitland/Winter Park	MT 200107- 18	07/12/01	3 DS3	1,807.26	24
14	Winter Park	MT 200107- 1	07/11/01	3/192 DS1 / DS0	55,503.78	25
15	Altamonte Springs	MT 200107- 2	07/11/01	4/96 DS1 / DS0	28,308.46	26
16	Altamonte Springs	MT 200107- 3	07/11/01	2/48 DS1 / DS0	14,710.80	27
17	Casselberry	MT 200107- 4	07/11/01	2/48 DS1 / DS0	14,710.80	28
18	Kissimmee	MT 200107- 5	07/11/01	4/96 DS1 / DS0	28,308.46	29
19	Kissimmee	MT 200107- 6	07/11/01	3/72 DS1 / DS0	21,509.63	30
20	Goldenrod	MT 200107- 7	07/11/01	4/96 DS1 / DS0	28,308.46	31
21	Goldenrod	MT 200107- 8	07/11/01	4/96 DS1 / DS0	28,308.46	32
22	Orange City	MT 200107- 9	07/11/01	4/96 DS1 / DS0	28,308.46	33
23	Orange City	MT 200107- 10	07/11/01	16/384 DS1 / DS0	109,894.42	34
24	Kissimmee	MT 200107- 11	07/11/01	2/48 DS1 / DS0	14,710.80	35
25	Maitland	MT 200107- 12	07/11/01	2/48 DS1 / DS0	14,710.80	36
26	Winter Park	MT 200107- 13	07/11/01	3/72 DS1 / DS0	21,509.63	37
27	Winter Park	MT 200107- 14	07/11/01	4/96 DS1 / DS0	28,308.46	38
28	Leesburg	MT 200107- 15	07/11/01	4/96 DS1 / DS0	28,308.46	39
29	Leesburg	MT 200107- 16	07/11/01	3/72 DS1 / DS0	21,509.63	40
30	Avon Park	MT 200107- 17	07/11/01	4/96 DS1 / DS0	28,308.46	41
31	TOTAL				\$517,045.23	

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 020099-TP EXHIBIT NO. 9

COMPANY/

WITNESS: Sprint-Florida

DATE: 8-7-02

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

Invoice No. MT200108-2
 Account No. 000005

INVOICE

Customer		Invoice Date 2/3/2002	
Name	Sprint	Due Date	9/30/01
Contact	LTD Access Verification		
Address	6860 West 115th		
	Overland Park, KS 66211		
Mailstop	KSOPKD0104		

Qty	Description	Unit Price	TOTAL
4	Entrance Facility DS1 End Office APPKFLXADS1 From 9/1/01 - 9/30/01	\$71.95	\$287.80
7	Entrance Facility DS1 End Office LKBRFLXADS1 From 9/1/01 - 9/30/01	\$71.95	\$503.65
4	Entrance Facility DS1 End Office WNPFLXADS1 From 9/1/01 - 9/30/01	\$71.95	\$287.80
3	Entrance Facility DS1 End Office WNGRFLXADS0 From 9/1/01 - 9/30/01	\$71.95	\$215.85
2	Entrance Facility DS1 End Office MTLDFLXADS1 From 9/1/01 - 9/30/01	\$71.95	\$143.90
2	Entrance Facility DS1 End Office KSSMFLXBDS1 From 9/1/01 - 9/30/01	\$71.95	\$143.90
20	Entrance Facility DS1 End Office ORCYFLXADS0 From 9/1/01 - 9/30/01	\$71.95	\$1,439.00
8	Entrance Facility DS1 End Office GLRDFLXADS0 From 9/1/01 - 9/30/01	\$71.95	\$575.60
7	Entrance Facility DS1 End Office KSSMFLXADS0 From 9/1/01 - 9/30/01	\$71.95	\$503.65
2	Entrance Facility DS1 End Office CSSLFLXADS1 From 9/1/01 - 9/30/01	\$71.95	\$143.90
6	Entrance Facility DS1 End Office ALSPFLXADS0 From 9/1/01 - 9/30/01	\$71.95	\$431.70
8	Entrance Facility DS1 End Office WNPFLXE03T From 9/1/01 - 9/30/01	\$71.95	\$575.60

Payment Details

Remit Payment To:
 Metrolink
 ATTN: Chris Roberson
 1211 Semoran Blvd, Ste 295
 Casselberry, FL 32707

SubTotal	\$5,252.35
TOTAL	\$5,252.35
Office Use Only	

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

Thank you for using Metrolink.

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

Invoice No. -MT200109-3
 Account No. 000005

INVOICE

Customer		Invoice Information	
Name	Sprint	Invoice Date	9/7/01
Contact	LTD Access Verification	Due Date	9/30/01
Address	6860 West 115th		
	Overland Park, KS 66211		
Mailstop	KSOPKD0104		

Qty	Description	Unit Price	TOTAL
3	Entrance Facility DS3 From 9/1/01 - 9/30/01	\$3,103.00	\$9,309.00

Partial Month Charges:

Payment Details		SubTotal	\$9,309.00
Remit Payment To:			
Metrolink			
ATTN: Chris Roberson			
1211 Semoran Blvd, Ste 295			
Casselberry, FL 32707			
		TOTAL	\$9,309.00

Office Use Only

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

Thank you for using Metrolink.

W-6425

Billing Inquiries: Monday-Friday 7:AM to 5 PM Mountain Time
 Call 888-333-0520
 Payment Inquiries Email Details to
 Payment.Application@twtelecom.com

Maintenance & Repair: 24 Hour Availability
 Transport Service 800-829-0420
 Internet & Web Hosting Services 800-898-6473
 All Other Services 888-245-0608

Contact your local Time Warner Telecom Representative for changes in service.

003517-0001-000709 6643-0915-1263-02

DURO COMM/DBA MPI NET INC
 ATTN: ACCOUNTS PAYABLE
 1211 SEMORAN BLVD STE 295
 CASSELBERRY FL 32707

COPY

Account Number 13594

Bill Date: SEPTEMBER 15, 2001

Telephone Number 214-265-7333

*Original in
IN#*

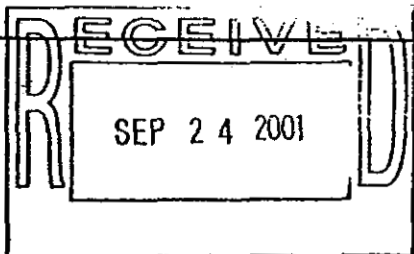
7333-Sep01

A BALANCE DUE, PAYMENTS, ADJUSTMENTS

Balance Due From a Previous Statement	\$110,887.63
Payments	\$32,250.80
Adjustments	\$25,902.04CR
TOTAL Balance Due For Section A	\$52,734.79

CURRENT MONTH ACCOUNT CHARGES SUMMARY

E Private Line & Long Distance Access	\$38,159.50
F Installation and Other Charges	\$899.37
TOTAL For The Current Month	\$39,058.87
TOTAL Balance Due From Section A	\$52,734.79
TOTAL Amount Due Please Pay By 10/14/2001	\$91,793.66



Thanks for choosing Time Warner Telecom!

Your Rights as a Customer

- Professionalism...our employees have the finest skills, training and tools to assist you
- Courtesy...from everyone you meet at Time Warner Telecom
- Efficiency...we'll get it right the first time
- Flexibility...products and services to help you meet your goals
- Simplicity...we're easy to do business with

Assistance

24 Hour Repair/Maintenance:

Transport Service.....	800-829-0420
Internet & Web Hosting Services.....	800-898-6473
All Other Services.....	888-245-0608

COPY

Billing Inquiries Monday through Friday from 7 AM to 5 PM Mountain Time
Call 888-333-0520

Payment Related Inquiries

Email details to Payment.Application@twtelecom.com

Changes in Service

Contact your local Time Warner Telecom Representative.

Of course, you always have the right to contact the Public Utilities Commission in your state for assistance at any time with any concern or issue. Your Public Utilities Commission telephone number is PSC 1-407-245-0846.

How to Pay Your Bill - Payable in U.S. Currency

1. Note your account number on your check. Your 1 to 6 digit account number is located in the box on the upper right corner of the remittance portion.
2. Place your payment in the return envelope with the detachable Remittance Portion located on the bottom of Page 1.
3. Mail your payment to:

Time Warner Telecom
DEPT. CH10118
Palatine, IL U.S.A. 60055-0118

Previous Payments

You may have sent a payment that was not processed in time to be reflected on your current statement. If this happens, please deduct any amount already paid before sending your next payment.

A. BALANCE DUE, PAYMENTS, ADJUSTMENTS

Balance Due From a Previous Statement		\$110,857.63
Payments		\$32,250.80
Thank you payment received		\$32,250.80
Total Payments		\$32,250.80
Adjustment(s)		\$25,982.04
EUR CONVERSION-PL PAYMENT		\$25,982.04
Total Adjustments		\$25,982.04
TOTAL AMOUNT DUE FOR SECTION A		\$52,734.79

E. PRIVATE LINE & LONG DISTANCE ACCESS

Account Number 13594
Location: DURO COMM/DBA MPI NET INC

Type of Service

TW Circuit: 25/HCGS/003355/TW ✓
IC Circuit: -
Purchase Order: TWTC25020173620
A Location: 1101 N KELLER RD
Z Location: 1129 USHWY 1
DS1

Charge From & To	Quantity	Amount
09/15/01-10/14/01	1	\$731.00
TOTAL Circuit		\$731.00

TW Circuit: 25/HCGS/003356/TW ✓
IC Circuit: -
Purchase Order: TWTC25020173620
A Location: 1101 N KELLER RD
Z Location: 1129 USHWY 1
DS1

09/15/01-10/14/01	1	\$731.00
TOTAL Circuit		\$731.00

TW Circuit: 25/HCGS/003376/TW ✓
IC Circuit: -
Purchase Order: TWTC25030175537
A Location: 1101 N KELLER RD
Z Location: 1950 W MAGNOLIA PALM DR
DS1

09/15/01-10/14/01	1	\$373.45
TOTAL Circuit		\$373.45

TW Circuit: 25/HCGS/003422/TW ✓
IC Circuit: -
Purchase Order: TWTC25040179052
A Location: 1101 N KELLER RD
Z Location: 1701 ALDEN RD
DS1

09/15/01-10/14/01	1	\$341.28
TOTAL Circuit		\$341.28

TW Circuit: 25/HFGS/003372/TW ✓
IC Circuit: -
Purchase Order: TWTC25030175539
A Location: 1101 N KELLER RD
Z Location: 69 W CONCORD ST
DS3

09/15/01-10/14/01	1	\$3,883.06
TOTAL Circuit		\$3,883.06

TW Circuit: 301/T3/ORLEFLCFW00/WNPKELEW03 ✓
IC Circuit: -
Purchase Order: TWTC25030175817
A Location: 1101 N KELLER RD
Z Location: 500 NEW YORK AVE
DS3

09/15/01-10/14/01	1	\$600.00
TOTAL Circuit		\$600.00

DEPT CH10118, PALATINE IL 60055-0118

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 214-265-7333
 Account 13594
 SEPTEMBER 15, 2001

E. PRIVATE LINE & LONG DISTANCE ACCESS

Account Number 13594
TW Circuit: 301/T3U/DYBHEFLMAH20/ORLEFLCFW00 ✓
 IC Circuit: -
 Purchase Order: TWTC25020173627
 A Location: 1101 N KELLER RD
 Z Location: 268 N RIDGEWOOD AVE
 DS3

09/15/01-10/14/01 1 \$4,000.00
TOTAL Circuit ~~\$4,000.00~~

TW Circuit: 302/T3/ORLEFLCFW00/WNPKEFLXEW03 ✓
 IC Circuit: -
 Purchase Order: TWTC25030175817
 A Location: 1101 N KELLER RD
 Z Location: 500 NEW YORK AVE
 DS3

09/15/01-10/14/01 1 \$600.00
TOTAL Circuit ~~\$600.00~~

TW Circuit: 302/T3U/DYBHEFLMAH20/ORLEFLCFW00 ✓
 IC Circuit: -
 Purchase Order: TWTC25020173627
 A Location: 1101 N KELLER RD
 Z Location: 268 N RIDGEWOOD AVE
 DS3

09/15/01-10/14/01 1 \$4,000.00
TOTAL Circuit ~~\$4,000.00~~

TW Circuit: 303/T3/ORLEFLCFW00/WNPKEFLXEW03 ✓
 IC Circuit: -
 Purchase Order: TWTC25030175817
 A Location: 1101 N KELLER RD
 Z Location: 500 NEW YORK AVE
 DS3

09/15/01-10/14/01 1 \$600.00
TOTAL Circuit ~~\$600.00~~

TW Circuit: 25/HCGS/003416/TW ✓
 IC Circuit: -
 Purchase Order: TWTC25010482284
 A Location: 1101 N KELLER RD
 Z Location: 2126 W LANDSTREET RD
 DS1

09/15/01-10/14/01 1 \$501.19
TOTAL Circuit ~~\$501.19~~

TW Circuit: 301/T3/OCALFXAW14/ORLEFLCFW00 ✓
 IC Circuit: -
 Purchase Order: 25N157102A
 A Location: 1101 N KELLER RD
 Z Location: 319 E BROADWAY ST
 DS3

09/15/01-10/14/01 1 \$5,193.75
TOTAL Circuit ~~\$5,193.75~~

TW Circuit: 25/HCGS/003489/TW ✓
 IC Circuit: -
 Purchase Order: TWTC25010687129
 A Location: 1101 KELLER RD
 Z Location: 108 PARK PLACE BLVD
 DS1

09/15/01-10/14/01 1 \$549.95
TOTAL Circuit ~~\$549.95~~

TW Circuit: 302/T3/OCALFLXAW14/ORLEFLCFW00 ✓
 IC Circuit: -
 Purchase Order: TWTC25010482276
 A Location: 1101 N KELLER
 Z Location: 319 E BRAODWAY ST
 DS3
 DS3

08/17/01-09/14/01 1 \$4,948.05
 09/15/01-10/14/01 1 \$5,193.75
TOTAL Circuit ~~\$10,141.80~~

F. INSTALLATION AND OTHER CHARGES

Account Number 13594
Location: DURO COMM/DBA MPI NET INC

Type of Service
TV Circuit: 302/T3/OCALFLXAW14/ORLEFLCFW00
IC Circuit: -
Purchase Order: TWTC25010482276
A Location: 1101 N KELLER
Z Location: 319 E BRAODWAY ST
DS3

Charge From & To	Quantity	Amount
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08/17/01	1	\$750.00
TOTAL Location: DURO COMM/DBA MPI NET INC		\$750.00
TOTAL Charges Without Tax For Section F		\$750.00

Taxes, Fees, Surcharges

Federal Excise Tax	\$24.07
Federal Universal Service Fund (USF) Surcharge	\$51.71
Telecommunications Relay Service (TRS) Surcharge	\$0.55
State Gross Receipts Tax	\$19.20
State Sales Tax	\$53.84
TOTAL Tax For Section F	\$149.37
TOTAL CHARGES FOR SECTION F	\$899.37

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Account 13594
SEPTEMBER 15, 2001

E. PRIVATE LINE & LONG DISTANCE ACCESS

Account Number 13594

TOTAL Location: DURO COMM/DBA MPI NET INC \$32,246.48
TOTAL Charges Without Tax For Section E \$32,246.48

Taxes, Fees, Surcharges

Federal Excise Tax	\$525.85
Federal Universal Service Fund (USF) Surcharge	\$2,223.08
Telecommunications Relay Service (TRS) Surcharge	\$23.53
State Gross Receipts Tax	\$825.51
State Sales Tax	\$2,315.05
<u>TOTAL Tax For Section E</u>	<u>\$5,913.02</u>
<u>TOTAL CHARGES FOR SECTION E</u>	<u>\$38,159.50</u>

DATE OF BILL
Feb 15, 2001

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

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BILL PERIOD Feb 15, 2001 - Mar 14, 2001

TOTAL CHARGES	
CURRENT CHARGES	14,611.98
PREVIOUS BALANCE	290.45-
TOTAL DUE	14,321.53
PAYMENT DUE	Mar 15, 2001

MAKE CHECKS PAYABLE TO TIME WARNER TELECOM
 PO BOX 7143
 LANCASTER, PA 17604-7143

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

BILL SUMMARY
 DATE OF BILL Feb 15, 2001

MONTHLY ACCESS CHARGES	7,002.00
OTHER CHARGES & CREDITS	-5,541.00
TOTAL TAXES	2,068.98
TOTAL CURRENT CHARGES	14,611.98
PREVIOUS BALANCE	290.45-
TOTAL DUE	14,321.53

000947

DURO COMM/DBA I THINK
 ATTN: ACCOUNTS PAYABLE
 1211 SEMORAN BLVD STE 217
 CASSELBERRY, FL 32707

7331

FOR BILLING AND SERVICE QUESTIONS CALL 1-800-829-0363

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

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----- PAYMENT AND ADJUSTMENT SUMMARY -----

DESCRIPTION	DATE	AMOUNT
PREVIOUS BILL		290.45-
PAYMENT TOTAL		.00
ADJUSTMENT TOTAL		.00
BALANCE DUE		290.45-

----- SURCHARGE AND TAX SUMMARY -----

FEDERAL	STATE	LOCAL
847.38	1,221.60	.00

DETAIL OF SURCHARGES AND TAXES

STATE TELEPHONE SALES TAX	900.48
STATE GROSS RECEIPTS TAX	321.12
UNIVERSAL SERVICE FUND (USF) SURCHG	838.23
TELECOMMUNICATIONS RELAY SERVICE (TRS) SURCHG	9.15

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

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----- SUMMARY OF OTHER CHARGES AND CREDITS -----

CIRCUIT NUMBER	AMOUNT
25/HFGS/003296/TW	1,167.00
25/HFGS/003296/TW	680.00
25/HFGS/003295/TW	1,167.00
25/HFGS/003295/TW	680.00
25/HFGS/003294/TW	1,167.00
25/HFGS/003294/TW	680.00
O.C.C. TOTAL	5,541.00

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

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DETAIL OF OTHER CHARGES AND CREDITS

MISCELLANEOUS

SERVICE ORDER NTOC17028 DATE 2/14/01 FROM 1/31/01 TO 2/14/01
 PURCHASE ORDER TWTC25010169695
 CIRCUIT NUMBER 25/HFGS/003296/TW
 RATE ID 017770 DESCRIPTION DS3P
 QTY 1 ADDED NEW ACCESS SERVICE
 MILES RATE 2334.000 AMOUNT 1,167.00

SERVICE ORDER NTOC17028 DATE 2/14/01 FROM 2/14/01 TO 2/14/01
 PURCHASE ORDER TWTC25010169695
 CIRCUIT NUMBER 25/HFGS/003296/TW
 RATE ID 017770 DESCRIPTION NON-RECURRING CHARGE
 INSTALLATION OF SERVICE
 QTY 1 MILES RATE .000 AMOUNT 680.00

SERVICE ORDER N0102200047 DATE 2/14/01 FROM 1/31/01 TO 2/14/01
 PURCHASE ORDER TOC17028
 CIRCUIT NUMBER 25/HFGS/003295/TW
 RATE ID 017770 DESCRIPTION DS3P
 QTY 1 ADDED NEW ACCESS SERVICE
 MILES RATE 2334.000 AMOUNT 1,167.00

SERVICE ORDER N0102200047 DATE 2/14/01 FROM 2/14/01 TO 2/14/01
 PURCHASE ORDER TOC17028
 CIRCUIT NUMBER 25/HFGS/003295/TW
 RATE ID 017770 DESCRIPTION NON-RECURRING CHARGE
 INSTALLATION OF SERVICE
 QTY 1 MILES RATE .000 AMOUNT 680.00

SERVICE ORDER N0102200047 DATE 2/14/01 FROM 1/31/01 TO 2/14/01
 PURCHASE ORDER TOC17028
 CIRCUIT NUMBER 25/HFGS/003294/TW
 RATE ID 017770 DESCRIPTION DS3P
 QTY 1 ADDED NEW ACCESS SERVICE
 MILES RATE 2334.000 AMOUNT 1,167.00

SERVICE ORDER N0102200047 DATE 2/14/01 FROM 2/14/01 TO 2/14/01
 PURCHASE ORDER TOC17028
 CIRCUIT NUMBER 25/HFGS/003294/TW
 RATE ID 017770 DESCRIPTION NON-RECURRING CHARGE
 INSTALLATION OF SERVICE
 QTY 1 MILES RATE .000 AMOUNT 680.00

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

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DETAIL OF OTHER CHARGES AND CREDITS

MISCELLANEOUS

SUB-TOTAL FOR MISCELLANEOUS 5,541.00

TOTAL O.C.C. AMOUNT 5,541.00

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

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DETAIL OF MONTHLY RECURRING CHARGES

SERVICE ORDER - N0102200047
 PURCHASE ORDER - TOC17028
 CIRCUIT NUMBER - 25/HFGS/003294/TW
 CIRCUIT NUMBER - -
 ORIGINATING LOCATION - 1101 N KELLER RD
 TERMINATING LOCATION - 500 NEW YORK AVE
 SERVICE ID DESCRIPTION
 7770 DS3P.

QTY	MILES	RATE	AMOUNT
1	0	2334.00	2,334.00
CIRCUIT TOTAL >>			2,334.00

SERVICE ORDER - N0102200047
 PURCHASE ORDER - TOC17028
 CIRCUIT NUMBER - 25/HFGS/003295/TW
 CIRCUIT NUMBER - -
 ORIGINATING LOCATION - 1101 N KELLER RD
 TERMINATING LOCATION - 500 NEW YORK AVE
 SERVICE ID DESCRIPTION
 7770 DS3P.

QTY	MILES	RATE	AMOUNT
1	0	2334.00	2,334.00
CIRCUIT TOTAL >>			2,334.00

SERVICE ORDER - N0102200047
 PURCHASE ORDER - TOC17028
 CIRCUIT NUMBER - 25/HFGS/003296/TW
 CIRCUIT NUMBER - -
 ORIGINATING LOCATION - 1101 N KELLER RD
 TERMINATING LOCATION - 500 NEW YORK AVE
 SERVICE ID DESCRIPTION
 7770 DS3P.

QTY	MILES	RATE	AMOUNT
1	0	2334.00	2,334.00
CIRCUIT TOTAL >>			2,334.00

MONTHLY RECURRING TOTAL >> 7,002.00

VN6425

DATE OF BILL
Apr 15, 2001

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

PAGE 1

BILL PERIOD Apr 15, 2001 - May 14, 2001

TOTAL CHARGES	
CURRENT CHARGES	15,832.36
PREVIOUS BALANCE	22,478.50
TOTAL DUE	38,310.86
PAYMENT DUE	May 15, 2001

MAKE CHECKS PAYABLE TO TIME WARNER TELECOM
PO BOX 7143
LANCASTER, PA 17604-7143

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

BILL SUMMARY
DATE OF BILL Apr 15, 2001

MONTHLY ACCESS CHARGES	7,518.51
OTHER CHARGES & CREDITS	6,060.86
TOTAL TAXES	2,252.99
TOTAL CURRENT CHARGES	<u>15,832.36</u>
PREVIOUS BALANCE	22,478.50
TOTAL DUE	38,310.86

000996

DURO COMM/DBA MPI NET INC
ATTN: ACCOUNTS PAYABLE
1211 SEMORAN BLVD STE 295
CASSELBERRY, FL 32707

7331

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

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----- PAYMENT AND ADJUSTMENT SUMMARY -----

DESCRIPTION	DATE	AMOUNT
PREVIOUS BILL		22,478.50
PAYMENT TOTAL		.00
ADJUSTMENT TOTAL		.00
BALANCE DUE		22,478.50

----- SURCHARGE AND TAX SUMMARY -----

FEDERAL	STATE	LOCAL
944.44	1,308.55	.00

DETAIL OF SURCHARGES AND TAXES

STATE TELEPHONE SALES TAX	964.59
STATE GROSS RECEIPTS TAX	343.96
UNIVERSAL SERVICE FUND (USF) SURCHG	934.53
TELECOMMUNICATIONS RELAY SERVICE (TRS) SURCHG	9.91

----- SUMMARY OF OTHER CHARGES AND CREDITS -----

CIRCUIT NUMBER	AMOUNT
303/T3/ORLEFLCFW00/WNPKFLXEW03	933.60-
302/T3/ORLEFLCFW00/WNPKFLXEW03	933.60-
301/T3/ORLEFLCFW00/WNPKFLXEW03	933.60-
25/HCGS/003355/TW	560.43
25/HCGS/003355/TW	1,292.85
25/HCGS/003356/TW	560.43
25/HCGS/003356/TW	1,292.85
25/HFGS/003372/TW	2,329.84
25/HFGS/003372/TW	650.00
303/T3/ORLEFLCFW00/WNPKFLXEW03	240.00
303/T3/ORLEFLCFW00/WNPKFLXEW03	150.00
302/T3/ORLEFLCFW00/WNPKFLXEW03	240.00
302/T3/ORLEFLCFW00/WNPKFLXEW03	150.00
301/T3/ORLEFLCFW00/WNPKFLXEW03	240.00
/T3/ORLEFLCFW00/WNPKFLXEW03	150.00
25/HCGS/003376/TW	112.04
25/HCGS/003376/TW	750.00
LPC010415	143.22
O.C.C. TOTAL	6,060.86

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

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DETAIL OF OTHER CHARGES AND CREDITS

MISCELLANEOUS

SERVICE ORDER C0102200047 DATE 4/14/01 FROM 4/03/01 TO 4/14/01
 PURCHASE ORDER TOC17028
 CIRCUIT NUMBER 303/T3/ORLEFLCFW00/WNPFLXEW03
 SITE ID 017770 DESCRIPTION DS3P
 DISCONNECTED A PIECE OF CIRCUIT/FACILITY
 QTY 1 MILES RATE 2334.000 AMOUNT 933.60-

SERVICE ORDER C0102200047 DATE 4/14/01 FROM 4/03/01 TO 4/14/01
 PURCHASE ORDER TOC17028
 CIRCUIT NUMBER 302/T3/ORLEFLCFW00/WNPFLXEW03
 SITE ID 017770 DESCRIPTION DS3P
 DISCONNECTED A PIECE OF CIRCUIT/FACILITY
 QTY 1 MILES RATE 2334.000 AMOUNT 933.60-

SERVICE ORDER C0102200047 DATE 4/14/01 FROM 4/03/01 TO 4/14/01
 PURCHASE ORDER TOC17028
 CIRCUIT NUMBER 301/T3/ORLEFLCFW00/WNPFLXEW03
 SITE ID 017770 DESCRIPTION DS3P
 DISCONNECTED A PIECE OF CIRCUIT/FACILITY
 QTY 1 MILES RATE 2334.000 AMOUNT 933.60-

SUB-TOTAL FOR MISCELLANEOUS 2,800.80-
 MISCELLANEOUS

SERVICE ORDER NTOC18196 DATE 4/14/01 FROM 3/22/01 TO 4/14/01
 PURCHASE ORDER TWTC25020173620
 CIRCUIT NUMBER 25/HCGS/003355/TW
 SITE ID 018590 DESCRIPTION DS1P
 ADDED NEW ACCESS SERVICE
 QTY 1 MILES 50 RATE 731.000 AMOUNT 560.43

SERVICE ORDER NTOC18196 DATE 4/14/01 FROM 4/14/01 TO 4/14/01
 PURCHASE ORDER TWTC25020173620
 CIRCUIT NUMBER 25/HCGS/003355/TW
 SITE ID 018590 DESCRIPTION NON-RECURRING CHARGE
 INSTALLATION OF SERVICE
 QTY 1 MILES 50 RATE .000 AMOUNT 1,292.85

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

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DETAIL OF OTHER CHARGES AND CREDITS

MISCELLANEOUS

SERVICE ORDER NTOC18196 DATE 4/14/01 FROM 3/22/01 TO 4/14/01
 PURCHASE ORDER TWTC25020173620
 CIRCUIT NUMBER 25/HCGS/003356/TW
 RATE ID 018590 DESCRIPTION DS1P

ADDED NEW ACCESS SERVICE
 QTY 1 MILES 50 RATE 731.000 AMOUNT 560.43

SERVICE ORDER NTOC18196 DATE 4/14/01 FROM 4/14/01 TO 4/14/01
 PURCHASE ORDER TWTC25020173620
 CIRCUIT NUMBER 25/HCGS/003356/TW
 RATE ID 018590 DESCRIPTION NON-RECURRING CHARGE

INSTALLATION OF SERVICE
 QTY 1 MILES 50 RATE .000 AMOUNT 1,292.85

SERVICE ORDER NTOC18885 DATE 4/14/01 FROM 3/27/01 TO 4/14/01
 PURCHASE ORDER TWTC25030175539
 CIRCUIT NUMBER 25/HFGS/003372/TW
 RATE ID 018648 DESCRIPTION DS3P

ADDED NEW ACCESS SERVICE
 QTY 1 MILES 7 RATE 3883.060 AMOUNT 2,329.84

SERVICE ORDER NTOC18885 DATE 4/14/01 FROM 4/14/01 TO 4/14/01
 PURCHASE ORDER TWTC25030175539
 CIRCUIT NUMBER 25/HFGS/003372/TW
 RATE ID 018648 DESCRIPTION NON-RECURRING CHARGE

INSTALLATION OF SERVICE
 QTY 1 MILES 7 RATE .000 AMOUNT 650.00

SERVICE ORDER C0102200047 DATE 4/14/01 FROM 4/03/01 TO 4/14/01
 PURCHASE ORDER TOC17028
 CIRCUIT NUMBER 303/T3/ORLEFLCFW00/WNPKFLXEW03
 RATE ID 018778 DESCRIPTION DS3P

ADDED NEW ACCESS SERVICE
 QTY 1 MILES RATE 600.000 AMOUNT 240.00

SERVICE ORDER C0102200047 DATE 4/14/01 FROM 4/14/01 TO 4/14/01
 PURCHASE ORDER TOC17028
 CIRCUIT NUMBER 303/T3/ORLEFLCFW00/WNPKFLXEW03
 RATE ID 018778 DESCRIPTION NON-RECURRING CHARGE

INSTALLATION OF SERVICE
 QTY 1 MILES RATE .000 AMOUNT 150.00

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

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DETAIL OF OTHER CHARGES AND CREDITS

MISCELLANEOUS

SERVICE ORDER C0102200047 ✓ DATE 4/14/01 FROM 4/03/01 TO 4/14/01
 PURCHASE ORDER TOC17028
 CIRCUIT NUMBER 302/T3/ORLEFLCFW00/WNPFLXEW03
 RATE ID 018778 DESCRIPTION DS3P

ADDED NEW ACCESS SERVICE
 QTY 1 MILES RATE 600.000 AMOUNT 240.00

SERVICE ORDER C0102200047 ✓ DATE 4/14/01 FROM 4/14/01 TO 4/14/01
 PURCHASE ORDER TOC17028
 CIRCUIT NUMBER 302/T3/ORLEFLCFW00/WNPFLXEW03
 RATE ID 018778 DESCRIPTION NON-RECURRING CHARGE

INSTALLATION OF SERVICE
 QTY 1 MILES RATE .000 AMOUNT 150.00

SERVICE ORDER C0102200047 ✓ DATE 4/14/01 FROM 4/03/01 TO 4/14/01
 PURCHASE ORDER TOC17028
 CIRCUIT NUMBER 301/T3/ORLEFLCFW00/WNPFLXEW03
 RATE ID 018778 DESCRIPTION DS3P

ADDED NEW ACCESS SERVICE
 QTY 1 MILES RATE 600.000 AMOUNT 240.00

SERVICE ORDER C0102200047 ✓ DATE 4/14/01 FROM 4/14/01 TO 4/14/01
 PURCHASE ORDER TOC17028
 CIRCUIT NUMBER 301/T3/ORLEFLCFW00/WNPFLXEW03
 RATE ID 018778 DESCRIPTION NON-RECURRING CHARGE

INSTALLATION OF SERVICE
 QTY 1 MILES RATE .000 AMOUNT 150.00

SERVICE ORDER NTOC18871 DATE 4/14/01 FROM 4/06/01 TO 4/14/01
 PURCHASE ORDER TWTC25030175537
 CIRCUIT NUMBER 25/HCGS/003376/TW
 RATE ID 018836 DESCRIPTION DS1

ADDED NEW ACCESS SERVICE
 QTY 1 MILES 19 RATE 373.450 AMOUNT 112.04

SERVICE ORDER NTOC18871 DATE 4/14/01 FROM 4/14/01 TO 4/14/01
 PURCHASE ORDER TWTC25030175537
 CIRCUIT NUMBER 25/HCGS/003376/TW
 RATE ID 018836 DESCRIPTION NON-RECURRING CHARGE

INSTALLATION OF SERVICE
 QTY 1 MILES 19 RATE .000 AMOUNT 750.00

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

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DETAIL OF OTHER CHARGES AND CREDITS

MISCELLANEOUS

SERVICE ORDER LPC	DATE 4/17/01	FROM 3/15/01	TO 4/16/01
PURCHASE ORDER			
CIRCUIT NUMBER LPC010415			
LATE ID	DESCRIPTION	LATE PAYMENT CHARGE	
		LATE PAYMENT CHARGES	
QTY 1	MILES	RATE .000	AMOUNT 143.22
		SUB-TOTAL FOR MISCELLANEOUS	8,861.66
		TOTAL O.C.C. AMOUNT	6,060.86

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

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DETAIL OF MONTHLY RECURRING CHARGES

SERVICE ORDER - NTOC18196
 PURCHASE ORDER - TWTC25020173620
 W CIRCUI T NUMBER - 25/HCGS/003355/TW
 C CIRCUI T NUMBER - -
 ORIGINATING LOCATION - 1101 N KELLER RD
 TERMINATING LOCATION - 1129 US HWY 1 S

TELEPHONE ID	DESCRIPTION	QTY	MILES	RATE	AMOUNT
18590	DS1P.	1	50	731.00	731.00
CIRCUIT TOTAL >>					731.00

SERVICE ORDER - NTOC18196
 PURCHASE ORDER - TWTC25020173620
 W CIRCUI T NUMBER - 25/HCGS/003356/TW
 C CIRCUI T NUMBER - -
 ORIGINATING LOCATION - 1101 N KELLER RD
 TERMINATING LOCATION - 1129 US HWY 1 S

TELEPHONE ID	DESCRIPTION	QTY	MILES	RATE	AMOUNT
8590	DS1P.	1	50	731.00	731.00
CIRCUIT TOTAL >>					731.00

SERVICE ORDER - NTOC18871
 PURCHASE ORDER - TWTC25030175537
 CIRCUI T NUMBER - 25/HCGS/003376/TW
 CIRCUI T NUMBER - -
 ORIGINATING LOCATION - 1101 N KELLER RD
 TERMINATING LOCATION - 1950 MAGNOLIA PALM DR

TELEPHONE ID	DESCRIPTION	QTY	MILES	RATE	AMOUNT
3836	DS1	1	19	373.45	373.45
CIRCUIT TOTAL >>					373.45

SERVICE ORDER - NTOC18885
 PURCHASE ORDER - TWTC25030175539
 CIRCUI T NUMBER - 25/HCGS/003372/TW
 CIRCUI T NUMBER - -
 ORIGINATING LOCATION - 1101 N KELLER RD
 TERMINATING LOCATION - 69 W CONCORD ST

TELEPHONE ID	DESCRIPTION	QTY	MILES	RATE	AMOUNT
648	DS3P.	1	7	3883.06	3,883.06
CIRCUIT TOTAL >>					3,883.06

CUSTOMER ACCOUNT NUMBER 214-265-7333-000

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DETAIL OF MONTHLY RECURRING CHARGES

SERVICE ORDER - CTDC18887
 PURCHASE ORDER - TWTC25030175817
 W CIRCUIT NUMBER - 301/T3/ORLEFLCFW00/WNPFLXEW03
 C CIRCUIT NUMBER - -
 ORIGINATING LOCATION - 1101 N KELLER RD
 TERMINATING LOCATION - 500 NEW YORK AVE

TELEPHONE NUMBER	DESCRIPTION	QTY	MILES	RATE	AMOUNT
18778 DS3P.		1	0	600.00	600.00
CIRCUIT TOTAL >>					600.00

SERVICE ORDER - CTDC18887
 PURCHASE ORDER - TWTC25030175817
 W CIRCUIT NUMBER - 302/T3/ORLEFLCFW00/WNPFLXEW03
 C CIRCUIT NUMBER - -
 ORIGINATING LOCATION - 1101 N KELLER RD
 TERMINATING LOCATION - 500 NEW YORK AVE

TELEPHONE NUMBER	DESCRIPTION	QTY	MILES	RATE	AMOUNT
18778 DS3P.		1	0	600.00	600.00
CIRCUIT TOTAL >>					600.00

SERVICE ORDER - CTDC18887
 PURCHASE ORDER - TWTC25030175817
 W CIRCUIT NUMBER - 303/T3/ORLEFLCFW00/WNPFLXEW03
 C CIRCUIT NUMBER - -
 ORIGINATING LOCATION - 1101 N KELLER RD
 TERMINATING LOCATION - 500 NEW YORK AVE

TELEPHONE NUMBER	DESCRIPTION	QTY	MILES	RATE	AMOUNT
18778 DS3P.		1	0	600.00	600.00
CIRCUIT TOTAL >>					600.00

MONTHLY RECURRING TOTAL >> 7,518.51

Metrolink

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

Invoice No. MI200107-18
 Account No. 000005

INVOICE

Customer

Name Sprint
 Contact CLEC Bill Validation
 Address 6860 West 115th
Overland Park, KS 66211
 Mailstop KSPOPKD0116

Invoice Date 7/12/01
 Due Date 7/31/01

Qty	Description	Unit Price	TOTAL
1	Access Order Charge	\$81.00	\$81.00
1	DS3 Local Channel Installation (Initial)	\$870.50	\$870.50
2	DS3 Local Channel Installation	\$427.88	\$855.76
End Office APPKFLXADS1			

SubTotal	\$1,807.26
TOTAL	\$1,807.26

Payment Details

Remit Payment To:
Metrolink
ATTN: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Office Use Only

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

Thank you for using Metrolink.

Metrolink

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

Invoice No. MI200107-1
 Account No. 000005

INVOICE

Customer

Name Sprint
 Contact CLEC Bill Validation
 Address 6860 West 115th
Overland Park, KS 66211
 Mailstop KSPOPKD0116

Invoice Date 7/11/01
 Due Date 7/31/01
 Order # SSOWPTCN158229

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOWPTCN158229	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOWPTCN158229	\$866.97	\$866.97
7	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOWPTCN158229	\$486.83	\$3,407.81
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOWPTCN158229	\$915.00	\$915.00
191	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOWPTCN158229	\$263.00	\$50,233.00
End Office WNPFLXE03T			
		SubTotal	\$55,503.78
		TOTAL	\$55,503.78

Payment Details

Remit Payment To:
Metrolink
ATTN: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Office Use Only

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

Thank you for using Metrolink.

Metrolink

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

Invoice No. MI200107-2
 Account No. 000005

INVOICE

Customer

Name	Sprint
Contact	CLEC Bill Validation
Address	6860 West 115th Overland Park, KS 66211
Mailstop	KSPOPKD0116

Invoice Date	7/11/01
Due Date	7/31/01
Order #	SSOALSPN160536

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOALSPN160536	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOALSPN160536	\$866.97	\$866.97
3	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOALSPN160536	\$486.83	\$1,460.49
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOALSPN160536	\$915.00	\$915.00
95	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOALSPN160536	\$263.00	\$24,985.00
End Office ALSPFLXADS0			

Payment Details

Remit Payment To:
 Metrolink
 ATTN: Chris Roberson
 1211 Semoran Blvd, Ste 295
 Casselberry, FL 32707

SubTotal	\$28,308.46
TOTAL	\$28,308.46

Office Use Only

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

Metrolink

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

Invoice No. MI200107-3
 Account No. 000005

INVOICE

Customer

Name Sprint
 Contact CLEC Bill Validation
 Address 6860 West 115th
Overland Park, KS 66211
 Mailstop KSPOPKD0116

Invoice Date 7/11/01
 Due Date 7/31/01
 Order # SSOALSPN160813

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOALSPN160813	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOALSPN160813	\$866.97	\$866.97
1	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOALSPN160813	\$486.83	\$486.83
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOALSPN160813	\$915.00	\$915.00
47	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOALSPN160813	\$263.00	\$12,361.00
End Office ALSPFLXADS0			

SubTotal	\$14,710.80
TOTAL	\$14,710.80

Payment Details

Remit Payment To:
Metrolink
 ATTN: Chris Roberson
 1211 Semoran Blvd, Ste 295
 Casselberry, FL 32707

Office Use Only

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

Thank you for using Metrolink.

Metrolink

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

Invoice No. MI200107-4
 Account No. 000005

INVOICE

Customer

Name Sprint
 Contact CLEC Bill Validation
 Address 6860 West 115th
Overland Park, KS 66211
 Mailstop KSPOPKD0116

Invoice Date 7/11/01
 Due Date 7/31/01
 Order # SSOCSLBN160538

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOCSLBN160538	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOCSLBN160538	\$866.97	\$866.97
1	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOCSLBN160538	\$486.83	\$486.83
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOCSLBN160538	\$915.00	\$915.00
47	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOCSLBN160538	\$263.00	\$12,361.00
End Office CSLBFLXADS1			

Payment Details

Remit Payment To:
Metrolink
ATTN: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

SubTotal	\$14,710.80
TOTAL	\$14,710.80

Office Use Only

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

Thank you for using Metrolink.

Metrolink

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

Invoice No. MI200107-5
 Account No. 000005

INVOICE

Customer

Name Sprint
 Contact CLEC Bill Validation
 Address 6860 West 115th
Overland Park, KS 66211
 Mailstop KSPOPKD0116

Invoice Date 7/11/01
 Due Date 7/31/01
 Order # SSOKSSMN160542

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOKSSMN160542	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOKSSMN160542	\$866.97	\$866.97
3	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOKSSMN160542	\$486.83	\$1,460.49
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOKSSMN160542	\$915.00	\$915.00
95	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOKSSMN160542	\$263.00	\$24,985.00
End Office KSSMFLXADS0			
		SubTotal	\$28,308.46
		TOTAL	\$28,308.46

Payment Details

Remit Payment To:
Metrolink
ATTN: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Office Use Only

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

Metrolink

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

Invoice No. MI200107-6
 Account No. 000005

INVOICE

Customer

Name Sprint
 Contact CLEC Bill Validation
 Address 6860 West 115th
Overland Park, KS 66211
 Mailstop KSPOPKD0116

Invoice Date 7/11/01
 Due Date 7/31/01
 Order # SSOKSSMN160811

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOKSSMN160811	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOKSSMN160811	\$866.97	\$866.97
2	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOKSSMN160811	\$486.83	\$973.66
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOKSSMN160811	\$915.00	\$915.00
71	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOKSSMN160811	\$263.00	\$18,673.00
End Office KSSMFLXADS0			
		SubTotal	\$21,509.63
		TOTAL	\$21,509.63

Payment Details

Remit Payment To:
Metrolink
ATTN: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Office Use Only

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

MetroLink

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

Invoice No. MI200107-7
 Account No. 000005

INVOICE

Customer

Name Sprint
 Contact CLEC Bill Validation
 Address 6860 West 115th
Overland Park, KS 66211
 Mailstop KSPOPKD0116

Invoice Date 7/11/01
 Due Date 7/31/01
 Order # SSOGLRDN160540

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOGLRDN160540	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOGLRDN160540	\$866.97	\$866.97
3	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOGLRDN160540	\$486.83	\$1,460.49
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOGLRDN160540	\$915.00	\$915.00
95	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOGLRDN160540	\$263.00	\$24,985.00
End Office GLRDFLXADS0			

SubTotal	\$28,308.46
TOTAL	\$28,308.46

Payment Details

Remit Payment To:
MetroLink
ATTN: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Office Use Only

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

Thank you for using MetroLink.

Metrolink

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

Invoice No. MI200107-8
 Account No. 000005

INVOICE

Customer

Name Sprint
 Contact CLEC Bill Validation
 Address 6860 West 115th
Overland Park, KS 66211
 Mailstop KSPOPKD0116

Invoice Date 7/11/01
 Due Date 7/31/01
 Order # SSOGLRDN160812

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOGLRDN160812	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOGLRDN160812	\$866.97	\$866.97
3	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOGLRDN160812	\$486.83	\$1,460.49
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOGLRDN160812	\$915.00	\$915.00
95	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOGLRDN160812	\$263.00	\$24,985.00
End Office GLRDFLXADS0			

Payment Details

Remit Payment To:
Metrolink
ATTN: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

SubTotal	\$28,308.46
TOTAL	\$28,308.46

Office Use Only

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

Thank you for using Metrolink.

Metrolink

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

Invoice No. MI200107-9
 Account No. 000005

INVOICE

Customer

Name Sprint
 Contact CLEC Bill Validation
 Address 6860 West 115th
Overland Park, KS 66211
 Mailstop KSPOPKD0116

Invoice Date 7/11/01
 Due Date 7/31/01
 Order # SSOORCYN160543

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOORCYN160543	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOORCYN160543	\$866.97	\$866.97
3	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOORCYN160543	\$486.83	\$1,460.49
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOORCYN160543	\$915.00	\$915.00
95	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOORCYN160543	\$263.00	\$24,985.00
End Office ORCYFLXADS0			

SubTotal	\$28,308.46
TOTAL	\$28,308.46

Payment Details

Remit Payment To:
Metrolink
ATTN: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Office Use Only

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

Thank you for using Metrolink.

Metrolink

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

Invoice No. MI200107-10
 Account No. 000005

INVOICE

Customer

Name	Sprint
Contact	CLEC Bill Validation
Address	6860 West 115th Overland Park, KS 66211
Mailstop	KSPOPKD0116

Invoice Date	7/11/01
Due Date	7/31/01
Order #	SSOORCYN160816

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOORCYN160816	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOORCYN160816	\$866.97	\$866.97
15	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOORCYN160816	\$486.83	\$7,302.45
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOORCYN160816	\$915.00	\$915.00
383	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOORCYN160816	\$263.00	\$100,729.00
End Office ORCYFLXADS0			

Payment Details	
Remit Payment To:	
Metrolink	
ATTN: Chris Roberson	
1211 Semoran Blvd, Ste 295	
Casselberry, FL 32707	

SubTotal	\$109,894.42
TOTAL	\$109,894.42

Office Use Only

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

Thank you for using Metrolink.

Metrolink

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

Invoice No. **MI200107-11**
 Account No. **000005**

INVOICE

Customer

Name	Sprint
Contact	CLEC Bill Validation
Address	6860 West 115th Overland Park, KS 66211
Mailstop	KSPOPKD0116

Invoice Date	7/11/01
Due Date	7/31/01
Order #	SSOWKSMN160631

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOWKSMN160631	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOWKSMN160631	\$866.97	\$866.97
1	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOWKSMN160631	\$486.83	\$486.83
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOWKSMN160631	\$915.00	\$915.00
47	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOWKSMN160631	\$263.00	\$12,361.00
End Office KSSMFLXBDS1			

SubTotal	\$14,710.80
TOTAL	\$14,710.80

Payment Details

Remit Payment To:
Metrolink
ATTN: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Office Use Only

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

Thank you for using Metrolink.

Metrolink

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

Invoice No. MI200107-12
 Account No. 000005

INVOICE

Customer

Name Sprint
 Contact CLEC Bill Validation
 Address 6860 West 115th
Overland Park, KS 66211
 Mailstop KSPOPKD0116

Invoice Date 7/11/01
 Due Date 7/31/01
 Order # SSOMTLDN160652

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOMTLDN160652	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOMTLDN160652	\$866.97	\$866.97
1	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOMTLDN160652	\$486.83	\$486.83
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOMTLDN160652	\$915.00	\$915.00
47	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOMTLDN160652	\$263.00	\$12,361.00
End Office MTLDFLXADS1			

SubTotal	\$14,710.80
TOTAL	\$14,710.80

Payment Details

Remit Payment To:
Metrolink
ATTN: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Office Use Only

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

Thank you for using Metrolink.

Metrolink

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

Invoice No. MI200107-13
 Account No. 000005

INVOICE

Customer

Name Sprint
 Contact CLEC Bill Validation
 Address 6860 West 115th
Overland Park, KS 66211
 Mailstop KSPOPKD0116

Invoice Date 7/11/01
 Due Date 7/31/01
 Order # SSOWNGN160650

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOWNGN160650	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOWNGN160650	\$866.97	\$866.97
2	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOWNGN160650	\$486.83	\$973.66
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOWNGN160650	\$915.00	\$915.00
71	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOWNGN160650	\$263.00	\$18,673.00
End Office WNGRFLXADS0			

Payment Details

Remit Payment To:
Metrolink
ATTN: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

SubTotal	\$21,509.63
TOTAL	\$21,509.63

Office Use Only

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

Thank you for using Metrolink.

Metrolink

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

Invoice No. MI200107-14
 Account No. 000005

INVOICE

Customer

Name Sprint
 Contact CLEC Bill Validation
 Address 6860 West 115th
Overland Park, KS 66211
 Mailstop KSPOPKD0116

Invoice Date 7/11/01
 Due Date 7/31/01
 Order # SSOWNPKN160570

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOWNPKN160570	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOWNPKN160570	\$866.97	\$866.97
3	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOWNPKN160570	\$486.83	\$1,460.49
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOWNPKN160570	\$915.00	\$915.00
95	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOWNPKN160570	\$263.00	\$24,985.00
End Office WNPFLXADS1			

Payment Details

Remit Payment To:
Metrolink
ATTN: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

SubTotal	\$28,308.46
TOTAL	\$28,308.46

Office Use Only

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

Thank you for using Metrolink.

Metrolink

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

Invoice No. **MI200107-15**
 Account No. **000005**

INVOICE

Customer

Name Sprint
 Contact CLEC Bill Validation
 Address 6860 West 115th
Overland Park, KS 66211
 Mailstop KSPOPKD0116

Invoice Date 7/11/01
 Due Date 7/31/01
 Order # SSOLKBRN160545

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOLKBRN160545	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOLKBRN160545	\$866.97	\$866.97
3	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOLKBRN160545	\$486.83	\$1,460.49
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOLKBRN160545	\$915.00	\$915.00
95	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOLKBRN160545	\$263.00	\$24,985.00
End Office LKBRFLXADS1			

SubTotal **\$28,308.46**

Payment Details

Remit Payment To:
Metrolink
ATTN: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

TOTAL **\$28,308.46**

Office Use Only

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

Thank you for using Metrolink.

Metrolink

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

Invoice No. **MI200107-16**
 Account No. **000005**

INVOICE

Customer

Name	Sprint
Contact	CLEC Bill Validation
Address	6860 West 115th Overland Park, KS 66211
Mailstop	KSPOPKD0116

Invoice Date	7/11/01
Due Date	7/31/01
Order #	SSOLKBRN160810

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOLKBRN160810	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOLKBRN160810	\$866.97	\$866.97
2	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOLKBRN160810	\$486.83	\$973.66
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOLKBRN160810	\$915.00	\$915.00
71	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOLKBRN160810	\$263.00	\$18,673.00
End Office LKBRFLXADS1			

Payment Details

Remit Payment To:
 Metrolink
 ATTN: Chris Roberson
 1211 Semoran Blvd, Ste 295
 Casselberry, FL 32707

SubTotal	\$21,509.63
TOTAL	\$21,509.63

Office Use Only

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

Thank you for using Metrolink.

Metrolink

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

Invoice No. MI200107-17
 Account No. 000005

INVOICE

Customer

Name Sprint
 Contact CLEC Bill Validation
 Address 6860 West 115th
Overland Park, KS 66211
 Mailstop KSPOPKD0116

Invoice Date 7/11/01
 Due Date 7/31/01
 Order # SSOAPPKN160537

Qty	Description	Unit Price	TOTAL
1	Access Order Charge PON - SSOAPPKN160537	\$81.00	\$81.00
1	DS1 Local Channel Installation (Initial) Initial PON - SSOAPPKN160537	\$866.97	\$866.97
3	DS1 Local Channel Installation (Initial) Remainder of order PON - SSOAPPKN160537	\$486.83	\$1,460.49
1	FGD Trunk Installation USOC: TPP++ Initial PON - SSOAPPKN160537	\$915.00	\$915.00
95	FGD Trunk Installation USOC: TPP++ Remainder of order PON - SSOAPPKN160537	\$263.00	\$24,985.00
End Office APPKFLXADS1			

SubTotal	\$28,308.46
TOTAL	\$28,308.46

Payment Details

Remit Payment To:
Metrolink
ATTN: Chris Roberson
1211 Semoran Blvd, Ste 295
Casselberry, FL 32707

Office Use Only

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

Thank you for using Metrolink.

ORIGINAL

EXHIBIT 10

020099-TP

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 020099-TP EXHIBIT NO. LF10
COMPANY/
WITNESSES. ALEC, Inc.
DATE: 8-7-02

DOCUMENT NUMBER-DATE

09141 AUG 29 8

FPSC-COMMISSION CLERK

6425

Billing Inquiries: Monday-Friday 7 AM to 5 PM Mountain Time
Call 888-333-0520

Payment Inquiries Email Details to:
Payment.Application@twtelecom.com

Maintenance & Repair: 24 Hour Availability
Transport Service 800-829-0420
Internet & Web Hosting Services 800-898-6473
All Other Services 888-245-0608

Contact your local Time Warner Telecom Representative for changes in service.

022913-0001-005139 6643-0815-2263-02

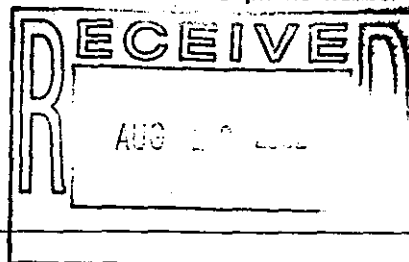
DURO COMM/DBA MPI NET INC
200

ATTN: ACCOUNTS PAYABLE
1101 GREENWOOD BLVD
LAKE MARY FL 32746

Account Number 13594

Bill Date: AUGUST 15, 2002

Telephone Number 214-265-7333



A BALANCE DUE, PAYMENTS, ADJUSTMENTS
Balance Due From a Previous Statement
Payments

\$166,607.70
\$92,773.52

TOTAL Balance Due For Section A

\$73,834.18

CURRENT MONTH ACCOUNT CHARGES SUMMARY
E Private Line & Long Distance Access
F Installation and Other Charges

\$81,414.46
\$4,549.00

TOTAL For The Current Month

\$85,963.46

TOTAL Balance Due From Section A

\$73,834.18

TOTAL Amount Due Please Pay By 09/14/2002

\$159,797.64

Thanks for choosing Time Warner Telecom!

Please detach and return this Remittance Portion with your check in the enclosed envelope.

TIME WARNER TELECOM

Bill Date: AUGUST 15, 2002
214-265-7333

DURO COMM/DBA MPI NET INC

TIME WARNER TELECOM
DEPT CH10118
PALATINE, IL 60055-0118

Account Number: 13594

Due Date: SEPTEMBER 14, 2002

Amount Due: \$159,797.64

Amount Paid: _____



Include your account number on your check

A. BALANCE DUE, PAYMENTS, ADJUSTMENTS

Balance Due From a Previous Statement		
Payments		\$166,607.70
Thank you Payment Received		\$48,451.63
Thank you Payment Received		\$44,321.89
	Total Payments	\$92,773.52
Adjustment(s)	Total Adjustments	\$0.00
	TOTAL AMOUNT DUE FOR SECTION A	\$73,834.18

E. PRIVATE LINE & LONG DISTANCE ACCESS

Account Number 13594

Location: DURO COMM/DBA MPI NET INC, ORLANDO, FL, 32810

Type of Service

TW Circuit: 25/HCGS/003355/TW

IC Circuit: -

Purchase Order: TWTC25020173620

A Location: 1101 N KELLER RD

Z Location: 1129 USHWY 1

DS1

<u>Charge From & To</u>	<u>Quantity</u>	<u>Amount</u>
08/15/02-09/14/02	1	\$731.00
TOTAL Circuit		\$731.00

TW Circuit: 25/HCGS/003376/TW

IC Circuit: -

Purchase Order: TWTC25030175537

A Location: 1101 N KELLER RD

Z Location: 1950 W MAGNOLIA PALM DR

DS1

08/15/02-09/14/02	1	\$373.45
TOTAL Circuit		\$373.45

TW Circuit: 25/HCGS/003422/TW

IC Circuit: -

Purchase Order: TWTC25040179052

A Location: 1101 N KELLER RD

Z Location: 1701 ALDEN RD

DS1

08/15/02-09/14/02	1	\$341.28
TOTAL Circuit		\$341.28

TW Circuit: 25/HFGS/003372/TW

IC Circuit: -

Purchase Order: TWTC25030175539

A Location: 1101 N KELLER RD

Z Location: 69 W CONCORD ST

DS3

08/15/02-09/14/02	1	\$3,883.06
TOTAL Circuit		\$3,883.06

TW Circuit: 301/T3/ORLEFLCFW00/WNPKELEXE03

IC Circuit: -

Purchase Order: TWTC25030175817

A Location: 1101 N KELLER RD

Z Location: 500 NEW YORK AVE

DS3

08/15/02-09/14/02	1	\$2,934.00
TOTAL Circuit		\$2,934.00

TW Circuit: 301/T3U/DYBHELMAH20/ORLEFLCFW00

IC Circuit: -

Purchase Order: TWTC25020173627

A Location: 1101 N KELLER RD

Z Location: 268 N RIDGEWOOD AVE

DS3

08/15/02-09/14/02	1	\$4,000.00
TOTAL Circuit		\$4,000.00

E. PRIVATE LINE & LONG DISTANCE ACCESS

Account Number 13594

TW Circuit: 302/T3/ORLEFLCFW00/WNPFLXEW03
IC Circuit: -
Purchase Order: TWTC25030175817
A Location: 1101 N KELLER RD
Z Location: 500 NEW YORK AVE
DS3

08/15/02-09/14/02 1 \$2,934.00
TOTAL Circuit \$2,934.00

TW Circuit: 302/T3U/DYBHFLMAH20/ORLEFLCFW00
IC Circuit: -
Purchase Order: TWTC25020173627
A Location: 1101 N KELLER RD
Z Location: 268 N RIDGEWOOD AVE
DS3

08/15/02-09/14/02 1 \$4,000.00
TOTAL Circuit \$4,000.00

TW Circuit: 303/T3/ORLEFLCFW00/WNPFLXEW03
IC Circuit: -
Purchase Order: TWTC25030175817
A Location: 1101 N KELLER RD
Z Location: 500 NEW YORK AVE
DS3

08/15/02-09/14/02 1 \$2,934.00
TOTAL Circuit \$2,934.00

TW Circuit: 25/HCGS/003416/TW
IC Circuit: -
Purchase Order: TWTC25010482284
A Location: 1101 N KELLER RD
Z Location: 2126 W LANDSTREET RD
DS1

08/15/02-09/14/02 1 \$501.19
TOTAL Circuit \$501.19

TW Circuit: 301/T3/OCALFXAW14/ORLEFLCFW00
IC Circuit: -
Purchase Order: 25N157102A
A Location: 1101 N KELLER RD
Z Location: 319 E BROADWAY ST
DS3

08/15/02-09/14/02 1 \$5,193.75
TOTAL Circuit \$5,193.75

TW Circuit: 25/HCGS/003489/TW
IC Circuit: -
Purchase Order: TWTC25010687129
A Location: 1101 KELLER RD
Z Location: 108 PARK PLACE BLVD
DS1

08/15/02-09/14/02 1 \$549.95
TOTAL Circuit \$549.95

TW Circuit: 302/T3/OCALFXAW14/ORLEFLCFW00
IC Circuit: -
Purchase Order: TWTC25010482276
A Location: 1101 N KELLER
Z Location: 319 E BRAODWAY ST
DS3

08/15/02-09/14/02 1 \$5,193.75
TOTAL Circuit \$5,193.75

TW Circuit: 25/HCGS/003619/TW
IC Circuit: -
Purchase Order: TWTC25010898585
A Location: 1101 N KELLER RD
Z Location: 2180 W SR 434
DS1

08/15/02-09/14/02 1 \$360.00
TOTAL Circuit \$360.00

E.PRIVATE LINE & LONG DISTANCE ACCESS
Account Number 13594

TW Circuit: 25/HCGS/003703/TW

IC Circuit: -

Purchase Order: TWTC250110104601

A Location: 1101 N KELLER RD

Z Location: 3505 LAKE LYNDA DR

DS1

08/15/02-09/14/02 1 \$379.85
TOTAL Circuit **\$379.85**

TW Circuit: 25/HCGS/003783/TW

IC Circuit: -

Purchase Order: TWTC200112113824

A Location: 1101 N KELLER RD

Z Location: 1901 S HARBOR CITY BLVD

DS1

08/15/02-09/14/02 1 \$750.00
TOTAL Circuit **\$750.00**

TW Circuit: 25/HCGS/003761/TW

IC Circuit: -

A Location: 1101 N KELLER RD

Z Location: 3599 W LAKE MARY BLVD

DS1

08/15/02-09/14/02 1 \$413.00
TOTAL Circuit **\$413.00**

TW Circuit: 301/T3U/ORLEFLCFW00/WPBHFLGRWA1

IC Circuit: -

Purchase Order: TWTC25011018392

A Location: 1101 N KELLER RD2

Z Location: 3700 RCA BLVD

DS3

08/15/02-09/14/02 1 \$4,527.00
TOTAL Circuit **\$4,527.00**

TW Circuit: 25/HCGS/003915/TW

IC Circuit: -

Purchase Order: TWTC200202123015

A Location: 1101 N KELLER RD

Z Location: 7616 NARCOOSSEE RD

DS1

08/15/02-09/14/02 1 \$365.67
TOTAL Circuit **\$365.67**

TW Circuit: 25/HCGS/003923/TW

IC Circuit: -

Purchase Order: TWTC200202123899

A Location: 1101 N KELLER RD

Z Location: 1919 PREMIER ROW

DS1

08/15/02-09/14/02 1 \$363.87
TOTAL Circuit **\$363.87**

TW Circuit: 25/HCGS/003925/TW

IC Circuit: -

Purchase Order: TWTC200202124030

A Location: 1101 N KELLER RD

Z Location: 4307 VINELAND RD

DS1

08/15/02-09/14/02 1 \$345.00
TOTAL Circuit **\$345.00**

TW Circuit: 25/HCGS/003953/TW

IC Circuit: -

Purchase Order: C01056

A Location: 1101 N KELLER RD

Z Location: 940 AVALON RD

DS1

08/15/02-09/14/02 1 \$503.08
TOTAL Circuit **\$503.08**

TOTAL Location: ORLANDO, FL, 32810 **\$41,576.90**

E. PRIVATE LINE & LONG DISTANCE ACCESS
Account Number 13594

Location: DURO COMM. ORLANDO, FL. 32810

Type of Service

TW Circuit: 25/HCGS/004071/TW
IC Circuit: -
Purchase Order: C01062
A Location: 1101 N KELLER RD
Z Location: 420 LIVE OAK BLVD
DS1

<u>Charge From & To</u>	<u>Quantity</u>	<u>Amount</u>
08/15/02-09/14/02	1	\$323.00
<u>TOTAL Circuit</u>		<u>\$323.00</u>

TW Circuit: 25/HCGS/004098/TW
Purchase Order: C01064
A Location: 1101 N KELLER RD
Z Location: 1776 INDEPENDENCE LN
DS1

08/15/02-09/14/02	1	\$323.00
<u>TOTAL Circuit</u>		<u>\$323.00</u>

TW Circuit: 301/T3U/ORLEFLCFN00/TAMPFLXAW18
IC Circuit: -
Purchase Order: TWTC25020640957
A Location: 1101 N KELLER RD
Z Location: 610 N MORGAN ST
DS3

08/15/02-09/14/02	1	\$2,419.00
<u>TOTAL Circuit</u>		<u>\$2,419.00</u>

TW Circuit: 101/T1UZF/LKLDL65N00/ORLEFLCFW00
IC Circuit: -
Purchase Order: TWTC38020540064
A Location: 1101 N KELLER
Z Location: 1000 E PARKER ST
DS1

08/15/02-09/14/02	1	\$661.04
<u>TOTAL Circuit</u>		<u>\$661.04</u>

TW Circuit: 102/T1UZF/LKLDL65N00/ORLRLCFW00
IC Circuit: -
Purchase Order: TWTC38020540064
A Location: 1101 N KELLER RD
Z Location: 1000 E PARKER ST
DS1

08/15/02-09/14/02	1	\$661.04
<u>TOTAL Circuit</u>		<u>\$661.04</u>

TW Circuit: 25/HCGS/004100/TW
IC Circuit: -
Purchase Order: C01056
A Location: 1101 N KELLER RD
Z Location: 4349 N HIAWASSEE RD
DS1

08/15/02-09/14/02	1	\$323.00
<u>TOTAL Circuit</u>		<u>\$323.00</u>

TW Circuit: 25/HCGS/004146/TWCS
IC Circuit: -
Purchase Order: TWTC25020642765
A Location: 1101 N KELLER RD
Z Location: 5037 N LANE
DS1

08/15/02-09/14/02	1	\$340.00
07/15/02-08/14/02	1	\$0.00
08/15/02-09/14/02	1	\$0.00
<u>TOTAL Circuit</u>		<u>\$340.00</u>

Add Move Change Customer
Add Move Change Customer

TOTAL Location: ORLANDO, FL. 32810 \$5,050.00

Location: VOLARIS DURO COMMUNICATIO, CASSELBERRY, FL. 32707

E.PRIVATE LINE & LONG DISTANCE ACCESS

Account Number 13594

Type of Service

TW Circuit: 25/HCGS/004127/TW

IC Circuit: -

Purchase Order: C01071

A Location: 1101 N KELLER RD

Z Location: 3203 LAWTON RD

DS1

Charge From & To	Quantity	Amount
08/15/02-09/14/02	1	\$340.00
TOTAL Circuit		\$340.00

TW Circuit: 301/T3UC/AVPKFLXADS0/ORLEFLCFN03

IC Circuit: -

Purchase Order: TWTC25020541074

A Location: 1101 N KELLER RD

Z Location: 98 FORREST AVE

DS3

DS3

07/15/02-08/14/02	1	\$6,706.67
08/15/02-09/14/02	1	\$6,706.67
TOTAL Circuit		\$13,413.34

TW Circuit: 25/HCGS/004158/TWCS

IC Circuit: -

Purchase Order: C01079

A Location: 1101 N KELLER RD

Z Location: 2601 TECHNOLOGY DR

DS1

DS1

07/25/02-08/14/02	1	\$233.24
08/15/02-09/14/02	1	\$338.09
TOTAL Circuit		\$571.33

TW Circuit: 25/HMGS/004180/TWCS

IC Circuit: -

Purchase Order: 25TWTC020741133

A Location: 1101 N KELLER RD

Z Location: 1101 GREENWOOD BLVD

Native LAN 100

Native LAN 100

07/25/02-08/14/02	1	\$2,069.65
08/15/02-09/14/02	1	\$3,000.00
TOTAL Circuit		\$5,069.65

TW Circuit: 25/HCGS/004160/TWCS

IC Circuit: -

Purchase Order: C01080

A Location: 1101 N KELLER RD

Z Location: 100 COLONIAL CENTER PKY

DS1

DS1

07/31/02-08/14/02	1	\$172.47
08/15/02-09/14/02	1	\$350.00

TOTAL Location: CASSELBERRY, FL. 32707 \$19,916.79
TOTAL Charges Without Tax For Section E \$66,543.77

Taxes, Fees, Surcharges

Federal Excise Tax	\$1,672.32
Federal Universal Service Fund (USF) Surcharge	\$3,473.10
Telecommunications Relay Service (TRS) Surcharge	\$38.18
State Gross Receipts Tax	\$1,577.13
Utility Users Tax	\$4,524.97
Utility Users Tax	\$3,584.99
TOTAL Tax For Section E	\$14,870.69
TOTAL CHARGES FOR SECTION E	\$81,414.46

F. INSTALLATION AND OTHER CHARGES

Account Number 13594

Location: DURO COMM, ORLANDO, FL, 32810

Type of Service

TW Circuit: 25/HCGS/004146/TWCS
IC Circuit: -
Purchase Order: TWTC25020642765
A Location: 1101 N KELLER RD
Z Location: 5037 N LANE
Add Move Change Customer

Charge From & To	Quantity	Amount
07/15/02	1	\$100.00
TOTAL Circuit		\$100.00
TOTAL Location: ORLANDO, FL, 32810		\$100.00

Location: VOLARIS DURO COMMUNICATIO, CASSELBERRY, FL, 32707

Type of Service

TW Circuit: 301/T3UC/AVPKFLXADS0/ORLEFLCFN03
IC Circuit: -
Purchase Order: TWTC25020541074
A Location: 1101 N KELLER RD
Z Location: 98 FORREST AVE
DS3

Charge From & To	Quantity	Amount
07/15/02	1	\$2,000.00
TOTAL Circuit		\$2,000.00

TW Circuit: 25/HCGS/004158/TWCS

IC Circuit: -
Purchase Order: C01079
A Location: 1101 N KELLER RD
Z Location: 2601 TECHNOLOGY DR
DS1

07/25/02	1	\$815.00
TOTAL Circuit		\$815.00

TW Circuit: 25/HCGS/004160/TWCS

IC Circuit: -
Purchase Order: C01080
A Location: 1101 N KELLER RD
Z Location: 100 COLONIAL CENTER PKY
DS1

07/31/02	1	\$850.00
TOTAL Circuit		\$850.00

TOTAL Location: CASSELBERRY, FL, 32707
TOTAL Charges Without Tax For Section F

\$3,665.00
\$3,765.00

Taxes, Fees, Surcharges

Federal Excise Tax	\$116.63
Federal Universal Service Fund (USF) Surcharge	\$121.23
Telecommunications Relay Service (TRS) Surcharge	\$1.33
State Gross Receipts Tax	\$89.24
Utility Users Tax	\$256.02
Utility Users Tax	\$199.55
TOTAL Tax For Section F	\$784.00
TOTAL CHARGES FOR SECTION F	\$4,549.00

[REDACTED]

Dispute

Stickel, Alison R.

From: Sulzen, Lisa A.
Sent: Tuesday, February 12, 2002 7:54 AM
To: Danforth, Mitchell S.; Stickel, Alison R.
Subject: FW: Re: Invoice # 000010 & 000011

The response that I received from [REDACTED]. What do I do now?

Thanks and have a great day!
Lisa Sulzen - Billing Specialist
LTD Access Verification
Phone - (913) 433-1045
Fax - (913) 433-1908
Mailstop: KSOPKD0104-B413
Email: Lisa.Sulzen@mail.sprint.com

-----Original Message-----

[REDACTED]
Sent: Monday, February 11, 2002 8:03 PM

[REDACTED]
Subject: Re: Invoice # 000010 & 000011

In accordance with [REDACTED] interconnect agreement with Sprint, either party only has 30 days to register a dispute. [REDACTED] invoice #10 to Sprint was overnighted to Sprint on 12-20-2001. As such Sprint has forfeited its right to dispute this invoice. Invoice #11 was overnighted on 1-12-2001 and Sprint although waiting to the last minute is within its 30 days for invoice # 11 only. However, the reason for the dispute lacks merit. [REDACTED] has in its possession a letter providing notice to Sprint that it would implement the CAPs under the FCC's order with an effective date of 2-1-02. Sprint is frivolously raising a defense that has no merit under FCC's order and contradicts its own correspondence to [REDACTED]. This disagreement is an egregiously blantant retaliatory act for [REDACTED] letter disputing the rate caps that Sprint planned to impose effective 2-1-2002.

The amount of invoice # 10 is overdue and [REDACTED] demands immediate payment. [REDACTED] rejects Sprint's dispute of invoice # 11 as frivolous, and that invoice is now due as well.

[REDACTED], President
[REDACTED] Inc.

----- Original Message -----

From: <Lisa.Sulzen@mail.sprint.com>
[REDACTED]
Cc: <alison.stickel@mail.sprint.com>
Sent: Monday, February 11, 2002 6:03 PM
Subject: Invoice # 000010 & 000011

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 020099-TP EXHIBIT NO. 11
COMPANY/ Sprint-Florida
WITNESS: _____
DATE: 2-7-02

- > Attached is the dispute form for Invoice # 000010, dated 12/20/01 &
- > Invoice # 000011, dated 1/12/02.
- >
- >
- >
- >

- >
- > Thanks and have a great day!
- > Lisa Sulzen - Billing Specialist
- > LTD Access Verification
- > Phone - (913) 433-1045
- > Fax - (913) 433-1908
- > Mailstop: KSOPKD0104-B413
- > Email: Lisa.Sulzen@mail.sprint.com
- >
- >