

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of unresolved issues resulting from negotiations with Sprint-Florida, Incorporated for interconnection agreement, by AT&T Communications of the Southern States, LLC d/b/a AT&T and TCG South Florida.

DOCKET NO. 030296-TP
FILED: JULY 9, 2003

STAFF'S PREHEARING STATEMENT

Pursuant to Order No. PSC-03-0692-PCO-TP, the Staff of the Florida Public Service Commission files its Prehearing Statement.

a. All Known Witnesses

Staff has no witnesses at this time.

b. All Known Exhibits

Staff has no exhibits at this time.

c. Staff's Statement of Basic Position

Staff's positions are preliminary and based on materials filed by the parties and on discovery. The preliminary positions are offered to assist the parties in preparing for the hearing. Staff's final positions will be based upon all the evidence in the record and may differ from the preliminary positions stated herein.

d. Staff's Position on the Issues

ISSUE 1: What are each Party's rights and obligations with respect to establishing a point of interconnection (POI) to the other Party's network and delivery of its originating traffic to such POI?

DOCUMENT NUMBER DATE
06063 JUL-98
COMMISSION CLERK

POSITION: Staff has no position at this time.

ISSUE 2: May AT&T require the establishment of a Mid-Span Fiber Meet arrangement or is the establishment of a Mid-Span Fiber Meet arrangement conditional on the amount of traffic from one network to the other being roughly balanced?

POSITION: Staff has no position at this time.

ISSUE 3: When establishing a Mid-Span Fiber Meet arrangement, should AT&T and Sprint equally share the reasonably incurred construction costs?

POSITION: Staff has no position at this time.

ISSUE 4: Should certain traffic types be excluded from interconnection via a Mid-Span Fiber Meet arrangement?

POSITION: Staff has no position at this time.

ISSUE 5: How should AT&T and Sprint define Local Calling Area for purposes of their interconnection agreement?

POSITION: Staff has no position at this time.

ISSUE 6: How should AT&T and Sprint define Local Traffic for purposes of their interconnection agreement?

POSITION: Staff has no position at this time.

ISSUE 7: How should traffic originated and terminated by telephone and exchanged by the parties and transported over internet protocol (in whole or in part, and including traffic exchanged between the parties originated and terminated to enhanced service providers) be compensated?

POSITION: Staff has no position at this time.

ISSUE 8: Should ISP-bound Traffic be limited to calls to an information service provider or internet service provider which are dialed by using a local call dialing pattern?

POSITION: Staff has no position at this time.

ISSUE 9: (a) Should AT&T be required to compensate Sprint for the transport of ISP-bound Traffic between Sprint's originating local calling area and a POI outside Sprint's local calling area?

(b) Do the compensation obligations change when a virtual NXX is used?

POSITION: Staff has no position at this time.

ISSUE 10: When should either AT&T or Sprint be required to install and retain direct end office trunking between an AT&T switching center and a Sprint end office?

POSITION: Staff has no position at this time.

ISSUE 11: When should each Party be required to establish a direct interconnection for:

(a) Indirect Traffic?

(b) Transit Traffic?

POSITION: Staff has no position at this time.

ISSUE 12: Should Sprint be required to continue to provide its DSL service when AT&T provides the voice service to the customer?

POSITION: Staff has no position at this time.

ISSUE 13: What are the parties' rights and obligations following a Legally Binding Action (as defined by agreement of the parties in Section 1, Part B of the agreement) if such action is not stayed but still subject to review by the Commission, FCC or courts?

POSITION: Staff has no position at this time.

ISSUE 14: Should the terms and conditions of the Performance Measures approved by the Commission be incorporated by reference into the agreement, or should separate terms and conditions be set forth in the agreement?

POSITION: Staff has no position at this time.

e. Pending Motions

None.

f. Pending Confidentiality Claims or Requests

None.

STAFF'S PREHEARING STATEMENT
DOCKET NO. 030296-TP
PAGE 5

g. Compliance with Order No. PSC-03-0692-PCO-TP

Staff has complied with all requirements of the Order Establishing Procedure entered in this docket.

Respectfully submitted this 9th day of July, 2003.



LINDA HORTON DODSON
Staff Counsel

FLORIDA PUBLIC SERVICE COMMISSION
2540 Shumard Oak Boulevard
Gerald L. Gunter Building
Tallahassee, Florida 32399-0863
(850)413-6199

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration
of unresolved issues resulting
from negotiations with Sprint-
Florida, Incorporated for
interconnection agreement, by
AT&T Communications of the
Southern States, LLC d/b/a AT&T
and TCG South Florida.

DOCKET NO. 030296-TP
FILED: JULY 9, 2003

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that one true and correct copy of Staff's
Prehearing Statement, has been served VIA-U.S. MAIL, this 9th day
of July, 2003, to the following:

AT&T
Ms. Lisa A. Riley
1200 Peachtree St, N.E., Ste.
8026
Atlanta, GA 30309-3579

Sprint (KS)
Kenneth Schifman
6450 Sprint Parkway
Mail Stop: KSOPHT0101-Z2060
Overland Park, KS 66251

Sprint-Florida, Incorporated
F. B. (Ben) Poag/Susan
Masterton
(MC FLTLHO0107)
P. O. Box 2214
Tallahassee, FL 32316-2214

Womble Carlyle Law Firm (GA)
Loretta A. Cecil, Esq.
1201 West Peachtree St.
Suite 3500
Atlanta, GA 30309

CERTIFICATE OF SERVICE
DOCKET NO. 030296-TP
PAGE 2

AT&T
Tracy Hatch
101 North Monroe Street
Suite 700
Tallahassee, Florida 32301

A handwritten signature in cursive script that reads "Linda Horton Dodson". The signature is written in black ink and is positioned above a horizontal line.

LINDA HORTON DODSON
Staff Counsel

FLORIDA PUBLIC SERVICE COMMISSION
Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
(850) 413-6199