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July 30, 2004

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

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COMMISSION
CLERK

Re: Docket No. 031047-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint-Florida, Incorporated are the original and 15 copies of Sprint's Prehearing Statement with Word version on floppy disk, and the original and 15 copies of Sprint's Notice of Service of Sprint's Third Set of Interrogatories (Nos. 13-16) and First Request for POD's (Nos. 1-2) to KMC.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

Please acknowledge receipt of this filing by stamping and initialing a copy of this letter and returning same to my assistant. If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

- CMP _____
- COM 3 (pk)
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- MMS _____
- RCA _____
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- OTH _____

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Enclosure

Notice of Service
DOCUMENT NUMBER-DATE
08326 JUL 30 8
FPSC-COMMISSION CLERK

RECEIVED & FILED
MW
FPSC-BUREAU OF RECORDS

Prehearing
DOCUMENT NUMBER-DATE
08325 JUL 30 8
FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE
DOCKET NO. 031047-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by Electronic and U.S. mail on this 30th day of July, 2004 to the following:

Carris (Lee) Fordham
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0870

KMC Data LLC/KMC Telecom III LLC/KMC Telecom V, Inc.
Marva B. Johnson
1755 North Brown Road
Lawrenceville, GA 30043-8119

Kelley Drye & Warren LLP
Yorkgitis/Mutschelknaus/Soriano/Klein
1200 19th Street, N.W.,
Fifth Floor
Washington, DC 20036

Messer Law Firm
Floyd R. Self, Esq.
P.O. Box 1876
Tallahassee, FL 32302-1876

Susan S. Masterton /CSW
Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of Petition of KMC Telecom III) Docket No. 031047-TP
LLC, KMC Telecom V, Inc., and KMC Data)
LLC For Arbitration of an Interconnection)
Agreement with Sprint- Florida, Incorporated) Filed: July 30, 2004

SPRINT-FLORIDA, INCORPORATED'S
PREHEARING STATEMENT

SPRINT-FLORIDA, INCORPORATED ("Sprint" or the "Company"), pursuant to Order No. PSC-04-0563-PCO-TP, submits the following Prehearing Statement:

A. WITNESSES: Sprint has prefiled the testimony of the following witnesses:

Jim Burt	Issues 2
Jimmy Davis	Issues 12 and 21a ¹
Ed Fox	Issues 18 and 23
Don Meyer	Issue 17
Brian Staihr	Issue 1
Pete Sywenki ²	Issues 14 and 15

B. EXHIBITS: Sprint will offer the following exhibits that are attached to the prefiled testimony of the identified witnesses:

Exhibit JRB-1	VoIP Toll Service
Exhibit JRB-2	Typical Network Configuration Using VoIP
Exhibit JRB-3	MCI Article

¹The parties have subsequently settled these issues. Therefore, Sprint intends to request at the prehearing conference that Mr. Davis be excused from attendance at the hearing.

² Prior to the prehearing, Sprint anticipating filing a notice that Julie Ward will adopt Mr. Sywenki's prefiled testimony and represent Sprint at the hearing on the issues addressed in that testimony.

DOCUMENT NUMBER-DATE

08325 JUL 30 8

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Exhibit JRD-1	Page 9 of Sprint's PostHearing Statement and Brief
Exhibit JRD-2	Routine Modification of Facilities
Exhibit JRD-3	Work Order Analysis

C. BASIC POSITION:

The terms and conditions proposed by Sprint to be included in the parties' interconnection agreement are clearly consistent with the Florida Public Service Commission decisions and FCC rules. Therefore, the Commission should adopt Sprint's positions and order that Sprint's proposed language be incorporated into the parties' interconnection agreement.

D-E. ISSUES AND POSITIONS:

Issue 1: Should the provisions of the interconnection agreement regarding security deposits apply to both parties?

Position: No. The only economically rational justification for reciprocal security deposits is if KMC encounters the same degree of risk regarding Sprint that Sprint encounters regarding KMC. Sprint is a publicly traded, certificated incumbent local exchange company that is under statutory obligations to provide interconnection and unbundled network element services to KMC and to operate as the carrier of last resort in its service territory. As such, Sprint has entered into interconnection agreements with hundreds of carriers. KMC is a private company whose financial status is not readily available to Sprint and who has no similar ILEC or carrier of last resort obligations. Because of this patent and significant asymmetry of obligations and information, the Commission should reject KMC's position that the security deposit provisions should be reciprocal.

Issue 2: How should the parties identify, exchange and compensate traffic transported in whole or in part over internet protocol?

Position: VoIP should be treated like all other traffic exchanged between the parties in which the compensation is dependent upon the jurisdiction of the traffic, that is, reciprocal compensation should apply to local traffic and inter or intrastate access charges should apply to toll traffic.

Issue 3: (a) What, if any, is the appropriate loop acceptance process for a new install?
(b) When should billing for a newly installed loop begin?

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 4: What is Sprint's obligation to provide access to third parties, grooming functionality and redundant facilities with dedicated transport?

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 5: Is Sprint required to provide KMC access to Sprint's digital cross-connect systems ("DCS") as a stand alone UNE? If so, what system functionalities should Sprint provide to its DCS?

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 6: (a) Does commingling include connecting UNEs purchased from Sprint with wholesale services purchased from a third party?
(b) Should the parties' interconnection agreement state that Sprint will provide UNEs pursuant to applicable law?

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 7: Should Sprint be permitted to audit KMC's UNE-P customer base to verify compliance with the 4-line limitation where applicable?

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 8: **What restrictions, if any, may Sprint impose on a conversion from a wholesale service to a UNE service?**

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 9: **Under what conditions, if any, may KMC commingle EELs purchased from Sprint with wholesale services purchased from a third party?**

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 10: **What are the eligibility criteria that apply to EEL access?**

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 11: **What are the conditions under which Sprint may conduct an audit of KMC's EELs?**

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 12: **What are the appropriate monthly recurring charges, if any, for line splitting?**

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 13: **What are the appropriate rates, terms and conditions for the performance of routine network modifications by Sprint:**

(a) for loops?

(b) for dedicated transport?

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 14: **Under what conditions, if any, may Sprint establish its own transport facilities for the delivery of Sprint-originated traffic?**

Position: While FCC and FPSC rulings provide that KMC need only designate one POI per LATA to exchange traffic with Sprint, Sprint should be permitted to self-provision transport and deliver its traffic at a location on KMC's network if it is more economical for Sprint to do so.

Issue 15: What are the requirements for interconnection and compensation for the transport of Sprint end user originated ISP-bound traffic between Sprint's originating local calling area and a Point of Interconnection ("POI") outside Sprint's local calling area?

Position: Sprint proposes to charge KMC for the cost of transport of Sprint-originated ISP-bound traffic that it incurs to deliver such traffic to a distant POI outside the local calling area from where the call originated. Sprint's proposal is not inconsistent with FCC or FPSC rules and orders relating to the parties obligations to transport and terminate voice traffic.

Issue 16: What are the appropriate billing and billing dispute resolution processes?

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 17: What measures, standards and remedies, if any, should apply to Sprint's performance?

Position: The performance measures and standards approved for Sprint in Docket No. 000121B-TP should apply to Sprint's performance under the interconnection agreement between the parties. Any issues relating to the establishing remedies related to Sprint's performance measures should be addressed in that open docket, which provides a mechanism for all potentially affected parties to participate.

Issue 18: Under what conditions, if any, should Sprint be required to provide shared cageless collocation space?

Position: The FCC's rules do not obligate ILECs to provide shared cageless collocation space and this Commission should also decline to require the provision of shared cageless collocation space. Cageless collocation allows CLECs to collocate in a single rack or bay. Further subdividing this space among collocators would impose unnecessary and unacceptable operational and security burdens on Sprint.

Issue 19: **When will cross-connect charges apply?**

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 20: **When should billing for circuit facility assignments/terminations and related cable begin?**

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 21: **(a) Should KMC be allowed to provision cross-connects within its collocation space without application or additional charges by Sprint?**

(b) What limitations, if any, apply to KMC's ability to cross-connect with other collocated carriers?

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 22: **Under what conditions, if any, should KMC be allowed to use its own technicians to deploy:**

(a) direct connects?

(b) co-carrier cross-connects?

Position: It is Sprint's understanding that this issue has been resolved by agreement of the parties.

Issue 23: Under what conditions, if any, may KMC utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to its collocation arrangement?

Position: Consistent with FCC rulings, CLECs may use co-carrier cross-connects to access transport facilities of other collocated carriers.

F. **STIPULATIONS:** The Company is not aware of any pending stipulations at this time.

G. **PENDING MOTIONS:** The Company is not aware of any pending motions at this time.

H. **PENDING CONFIDENTIALITY REQUESTS:**

Claim of Confidentiality filed June 11, 2004 for Document No. 06536-04

Claim of Confidentiality filed July 26, 2004 for Document No. 08119-04

I. **COMPLIANCE WITH ORDER ON PREHEARING PROCEDURE:** The Company does not know of any requirement of the Order on Prehearing Procedure with which it cannot comply.

J. **OBJECTIONS TO WITNESS' QUALIFICATIONS:** The Company has no objections to a witness' qualifications as an expert.

Respectfully submitted this 30th day of July, 2004.

Susan S. Masterton/crow

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