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**From:** Whitt, Chrystal [CC] [Chrystal.Whitt@mail.sprint.com]  
**Sent:** Wednesday, March 30, 2005 4:53 PM  
**To:** Filings@psc.state.fl.us  
**Cc:** Susan Masterton  
**Subject:** 040156-TP Sprint's Prehearing Statement  
**Attachments:** 040156 Sprints Prehearing Statement.pdf

**Filed on behalf of:**

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**Docket No. 040156-TP**

**Title of filing:** Sprint's Prehearing Statement

**Filed on behalf of:** Sprint

**No. of pages:** 11

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COM Description: Sprint Communications Limited Partnership's Prehearing Statement

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March 30, 2005

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

Re: Docket No. 040156-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint Communications Limited Partnership is Sprint's Prehearing Statement.

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

If you have any questions regarding this electronic filing, please do not hesitate to call me at 850-599-1560.

Sincerely,

A handwritten signature in black ink that reads "Susan S. Masterton".

Susan S. Masterton

Enclosure

DOCUMENT NUMBER-DATE

03123 MAR 30 05

FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE  
DOCKET NO. 040156-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by U.S. Mail this 30<sup>th</sup> day of March, 2005 to the following:

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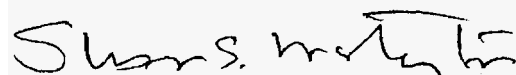
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Susan S. Masterton

# ORIGINAL

## BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Arbitration of )  
Amendment Interconnection Agree- )  
ments with Certain Competitive )  
Local Exchange Carriers and )  
Commercial Mobile Radio Service )  
Providers in Florida by Verizon )  
Florida, Inc. )  
\_\_\_\_\_ )

Filed: March 30, 2005

Docket No.: 040156-TP

### SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP'S PREHEARING STATEMENT

Pursuant to Order No. PSC-04-1236PCO-TP, issued December 13, 2004, as subsequently amended ("Order on Procedure"), Sprint Communications Company Limited Partnership ("Sprint") hereby files its Prehearing Statement in the captioned docket as follows:

#### **A. Witnesses**

At this time, Sprint has not prefiled testimony for any witnesses for the Issues identified in the Order on Procedure for this docket.

#### **B. Exhibits**

At this time, Sprint has not prefiled any exhibits for the Issues identified in the Order on Procedure for this docket. However, Sprint reserves the right to identify and introduce additional exhibits during cross-examination of other parties' witnesses and to the extent otherwise permitted by Commission rules and the Florida Rules of Civil Procedure.

#### **C. Statement of Basic Position**

Changes in law to reflect the FCC's TRO and TRRO decisions should be negotiated by the parties and incorporated into interconnection agreements or amendments to those agreements. Disputes concerning the appropriate terms and conditions to be included in agreements or

amendments should be resolved in accordance with the dispute resolution provisions in the parties' interconnection agreements or through arbitration if applicable.

**D – F. Statement of Issues and Positions**

- 1. Should the Amendment include rates, terms, and conditions that do not arise from federal unbundling regulations pursuant to 47 U.S.C. sections 251 and 252, including issues asserted to arise under state law or the Bell Atlantic/GTE Merger Conditions?**

**Sprint's Position:** No position at this time.

- 2. What rates, terms, and conditions regarding implementing changes in unbundling obligations or changes of law should be included in the Amendment to the parties' interconnection agreements?**

**Sprint's Position:** No position at this time.

- 3. What obligations under federal law, if any, with respect to unbundled access to local circuit switching, including mass market and enterprise switching (including Four-Line Carve-Out switching), and tandem switching, should be included in the Amendment to the parties' interconnection agreements?**

**Sprint's Position:** No position at this time.

- 4. What obligations under federal law, if any, with respect to unbundled access to DS1 loops, unbundled DS3 loops, and unbundled dark fiber loops should be included in the Amendment to the parties' interconnection agreements?**

**Sprint's Position:** No position at this time.

- 5. What obligations under federal law, if any, with respect to unbundled access to dedicated transport, including dark fiber transport, should be included in the Amendment to the parties' interconnection agreements?**

**Sprint's Position:** No position at this time.

6. **Under what conditions, if any, is Verizon permitted to re-price existing arrangements which are no longer subject to unbundling under federal law?**

**Sprint's Position:** No position at this time.

7. **Should Verizon be permitted to provide notice of discontinuance in advance of the effective date of removal of unbundling requirements?**

**Sprint's Position:** No position at this time.

8. **Should Verizon be permitted to assess non-recurring charges for the disconnection of a UNE arrangement or the reconnection of service under an alternative arrangement? If so, what charges apply?**

**Sprint's Position:** No position at this time.

9. **What terms should be included in the Amendments' Definitions Section and how should those terms be defined?**

**Sprint's Position:** No position at this time.

10. **Should Verizon be required to follow the change of law and/or dispute resolution provisions in existing interconnection agreements if it seeks to discontinue the provisioning of UNEs?**

**Sprint's Position:** No position at this time.

11. **How should any rate increases and new charges established by the FCC in its final unbundling rules or elsewhere be implemented?**

**Sprint's Position:** No position at this time.

12. **Should the interconnection agreements be amended to address changes arising from the TRO with respect to commingling of UNEs with wholesale services, EELs, and other combinations? If so, how?**

**Sprint's Position:** No position at this time.

13. **Should the interconnection agreements be amended to address changes arising from the TRO with respect to conversion of wholesale services to UNEs/UNE combinations? If so, how?**

**Sprint's Position:** No position at this time.

14. **Should the ICAs be amended to address changes, if any, arising from the TRO with respect to:**
- a) **Line splitting;**
  - b) **Newly built FTTP loops;**
  - c) **Overbuilt FTTP loops;**
  - d) **Access to hybrid loops for the provision of broadband services;**
  - e) **Access to hybrid loops for the provision of narrowband services;**
  - f) **Retirement of copper loops;**
  - g) **Line conditioning;**
  - h) **Packet switching;**
  - i) **Network Interface Devices (NIDs);**
  - j) **Line sharing?**

**If so how?**

**Sprint's Position:** No position at this time.

15. **What should be the effective date of the Amendment to the parties' agreements?**

**Sprint's Position:** No position at this time.

16. **How should CLEC requests to provide narrowband services through unbundled access to a loop where the end user is served via Integrated Digital Loop Carrier (IDLC) be implemented?**

**Sprint's Position:** No position at this time.

17. **Should Verizon be subject to standard provisioning intervals or performance measurements and potential remedy payments, if any, in the underlying Agreement or elsewhere, in connection with its provision of**



- a) unbundled loops in response to CLEC requests for access to IDLC-served hybrid loops;
- b) Commingled arrangements;
- c) Conversion of access circuits to UNEs;
- d) Loops or Transport (including Dark Fiber Transport and Loops) for which Routine Network Modifications are required;
- e) ~~Batch hot cut, large job hot cut, and individual hot cut processes.~~

**Sprint's Position:** No position at this time.

**18. How should sub-loop access be provided under the TRO?**

**Sprint's Position:** No position at this time.

**19. Where Verizon collocates local circuit switching equipment (as defined by the FCC's rules) in a CLEC facility/premises, should the transmission path between that equipment and the Verizon serving wire center be treated as unbundled transport? If so, what revisions to the Amendment are needed?**

**Sprint's Position:** No position at this time.

**20. Are interconnection trunks between a Verizon wire center and a CLEC wire center, interconnection facilities under section 251(c)(2) that must be provided at TELRIC?**

**Sprint's Position:** No position at this time.

**21. What obligations under federal law, if any, with respect to EELs should be included in the Amendment to the parties' interconnection agreements?**

- a) What information should a CLEC be required to provide to Verizon as certification to satisfy the service eligibility criteria (47 C.F.R. Sec. 51.318) of the TRO in order to (1) convert existing circuits/services to EELs or (2) order new EELs?

**Sprint's Position:** No position at this time.

- b) Conversion of existing circuits/services to EELs:

- (1) **Should Verizon be prohibited from physically disconnecting, separating or physically altering the existing facilities when a CLEC requests a conversion of existing circuits/services to an EEL unless the CLEC requests such facilities alteration?**
  
- (2) **In the absence of a CLEC request for conversion of existing access circuits/services to UNE loops and transport combinations, what types of charges, if any, can Verizon impose?**
  
- (3) **Should EELs ordered by a CLEC prior to October 2, 2003, be required to meet the TRO's service eligibility criteria?**
  
- (4) **For conversion requests submitted by a CLEC prior to the effective date of the amendment, should CLECs be entitled to EELs/UNE pricing effective as of the date the CLEC submitted the request (but not earlier than October 2, 2003)?**

**Sprint's Position:** No position at this time.

- c) **What are Verizon's rights to obtain audits of CLEC compliance with the service eligibility criteria in 47 C.F.R. 51.318?**

**Sprint's Position:** No position at this time.

22. **How should the Amendment reflect an obligation that Verizon perform routine network modifications necessary to permit access to loops, dedicated transport, or dark fiber transport facilities where Verizon is required to provide unbundled access to those facilities under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51?**

**Sprint's Position:** No position at this time.

23. **Should the parties retain their pre-Amendment rights arising under the Agreement, tariffs, and SGATs?**

**Sprint's Position:** No position at this time.

24. **Should the Amendment set forth a process to address the potential effect on the CLECs' customers' services when a UNE is discontinued?**

**Sprint's Position:** No position at this time.

25. **How should the Amendment implement the FCC's service eligibility criteria for combinations and commingled facilities and services that may be required under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51?**

**Sprint's Position:** No position at this time.

26. **Should the Commission adopt the new rates specified in Verizon's Pricing Attachment on an interim basis?**

**Sprint's Position:** No position at this time.

**G. Stipulated Issues**

Sprint is unaware of any stipulated issues for this proceeding.

**H. Pending Motions**

Sprint has no pending motions at the time of serving this filing.

**I. Pending Confidentiality Issues**

Sprint has no any pending confidentiality issues.

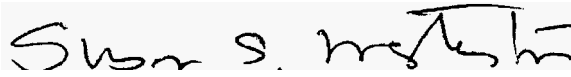
**J. Order Establishing Procedure Requirements**

There are no requirements of the Order on Procedure that cannot be complied with.

**K. Objections to Expert Qualifications**

None

RESPECTFULLY submitted this 30<sup>th</sup> day of March 2005.



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