

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. )  
\_\_\_\_\_ )

Docket No.: 040156-TP

Filed: April 11, 2005

**SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP'S**  
**REVISED PREHEARING STATEMENT**

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

**A. Witnesses**

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

**B. Exhibits**

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

CMP \_\_\_\_\_ cross-examination of other parties' witnesses and to the extent otherwise permitted by Commission  
COM 3 \_\_\_\_\_ rules and the Florida Rules of Civil Procedure.  
CTR \_\_\_\_\_

ECR \_\_\_\_\_ **C. Statement of Basic Position**

GCL \_\_\_\_\_ Changes in law should reflect the FCC's TRO and TRRO decisions and should be  
OPC \_\_\_\_\_  
MMS \_\_\_\_\_ negotiated by the parties and incorporated into interconnection agreements or amendments to those  
RCA \_\_\_\_\_ agreements, unless self-effectuating pursuant to the terms of the TRRO. Disputes concerning the

SCR \_\_\_\_\_  
SEC 1 \_\_\_\_\_  
OTH \_\_\_\_\_

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. Pursuant to the TRRO, the FCC's rules with respect to the pricing and timing of the transition period were self-effectuating commencing March 11, 2005.

**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.

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:** All functions being performed under the master ICA should be included in the Amendment consistent with the Federal Unbundling Rules and the new FCC TRRO Order. The Parties should be allowed to negotiate these changes. However, as noted above, it is Sprint's position that the FCC's rules with respect to the pricing and timing of the transition period were self-effectuating commencing March.

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:** The terms and conditions should be consistent with the Federal Unbundling Rules and the FCC TRRO Order.

- 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:** High Capacity loops, with the exception of Dark Fiber Loops, should remain available as UNEs, consistent with the terms and conditions of the Federal Unbundling Rules and the FCC TRRO Order. Existing Dark Fiber Loops should be transitioned to alternate arrangements consistent with the Federal Unbundling Rules and the FCC TRRO Order.

- 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:** Dedicated Transport and dark fiber transport should remain as UNEs, consistent with the terms and conditions of the Federal Unbundling Rules and the FCC TRRO Order.

- 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:** Re-pricing of de-listed UNEs should follow the terms and conditions pertaining to re-pricing and transition contained in the Federal Unbundling Rules and the FCC TRO and TRRO Orders.

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

**Sprint's Position:** Notice and implementation timeframes should be consistent with the requirements of the FCC TRRO Order. If timeframes aren't established, 120 days notice should be provided in advance of discontinuance.

**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:** Yes, to the extent Verizon has any actual and necessary charges that are justified. Other changes that would require actual physical arrangement work should be charged according to the Verizon tariff.

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

**Sprint's Position:** The definitions in both Amendments should be consistent and defined pursuant to the Federal Unbundling rules and the FCC TRO and TRRO Orders.

**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:** Yes, change of law and dispute resolution should be carried out under the existing interconnection agreement.

**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:** Rate increases and new charges should be implemented in accordance with the FCC TRRO Order.

**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:** Yes. Commingling of UNEs and UNE combinations should be provided by Verizon to the extent required by the Federal Unbundling Rules and the FCC TRO Order. Wholesale services available for commingling should include resale services.

**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:** Yes.

**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:** Yes. The amendment should explicitly address each requirement and, if there are no obligations, the item should still be addressed if the Federal Unbundling Rules and the FCC's TRO and TRRO Orders specify procedures involved with discontinuation of requirements.

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

**Sprint's Position:** The effective date should be the date that the amendment is signed by the two parties or the date that is ordered by the Commission.

**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:** Following the current Rules, language should be added to reflect that Verizon should provide a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises, using time division multiplexing technology.

**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.

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

**Sprint's Position:** Access should be provided by Verizon to the extent required by the Federal Unbundling Rules and the FCC's TRRO Order.

**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.

**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:** Interconnection facilities included in the Amendment should be provided at cost-based rates pursuant to the Federal Unbundling Rules and paragraph 140 of the FCC TRRO.

**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:** All obligations and associated process contained in the Federal Unbundling Rules and the FCC TRO should be included in the Amendment.

- 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.

- 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.

- 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.

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



**Sprint's Position:** No position.

**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:** Yes, there should be a clear transition plan in the Amendment for de-listed UNEs that protects the CLEC's customers' service.

**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:** Pursuant to the rule, the service eligibility criteria for EELs only apply when one of the components is a network element.

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

**Sprint's Position:** No. The Commission should adopt new rates only if there is a specifically authorized rate provided in the FCC TROO Order or after full FPSC rate review.

**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 11<sup>th</sup> day of April 2005.

---

Susan S. Masterton  
P.O. Box 2214  
Tallahassee, FL 32316-2214  
(850) 599-1560 (phone)  
(850) 878-0777 (fax)  
[susan.masterton@mail.sprint.com](mailto:susan.masterton@mail.sprint.com)

ATTORNEY FOR SPRINT COMMUNICATIONS  
COMPANY LIMITED PARTNERSHIP