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Filed on behalf of:

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Docket No. 041269

Title of filing: Prehearing Statement

Filed on behalf of: Sprint

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Susan S. Masterton
Attorney

September 29, 2005

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
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Re: Docket No. 041269-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint Communications Limited Partnership is Sprint LP'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,

S/ Susan S. Masterton

Susan S. Masterton

Enclosure

**CERTIFICATE OF SERVICE
DOCKET NO. 041269-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by electronic mail this 29th day of September, 2005 to the following:

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S/ Susan S. Masterton

Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition to Establish Generic)
Docket To Consider Amendments)
to Interconnection Agreements)
Resulting from Changes in Law, by)
BellSouth Telecommunications, Inc.)
_____)

Docket No.: 041269-TP

Filed: September 29, 2005

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

Pursuant to Order No. PSC-05-0736-PCO-TP, issued July 11, 2005, ("Order on Procedure"), Sprint Communications Company Limited Partnership ("Sprint") hereby files its Prehearing Statement in the captioned docket as follows:

A. Witnesses

James M. Maples (Direct only)

Issue Nos. 1, 3, 5, 9, 19, 22, 23, 25, and 27

B. Exhibits

None.

C. Statement of Basic Position

Sprint Corporation has experience operating as both a CLEC and incumbent local exchange carrier ("ILEC") in the state of Florida and is therefore both providing and receiving access to unbundled network elements ("UNEs"). Sprint's positions on the issues are balanced and based on reasonable interpretations of FCC rules and orders. Sprint has reached agreement with BellSouth on all the issues in this docket except for Issue 5. Sprint's position regarding Issue 5 is that HDSL-compatible loops are not the same as DS1 loops for purposes of finding impairment and should not be treated as such.

D – F. Statement of Issues and Positions

1. TRRO / FINAL RULES: What is the appropriate language to implement the FCC's transition plan for (1) switching, (2) high capacity loops and (3) dedicated transport as detailed in the FCC's Triennial Review Remand Order ("TRRO"), issued February 4, 2005?

Sprint's Position: Sprint has reached agreement with BellSouth regarding Issue No. 1.

2. TRRO / FINAL RULES:

a) How should existing ICAs be modified to address BellSouth's obligation to provide network elements that the FCC has found are no longer Section 251(c)(3) obligations?

b) What is the appropriate way to implement in new agreements pending in arbitration any modifications to BellSouth's obligations to provide network elements that the FCC has found are no longer Section 251(c)(3) obligations?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 2.

3. TRRO / FINAL RULES: What is the appropriate language to implement BellSouth's obligation to provide Section 251 unbundled access to high capacity loops and dedicated transport and how should the following terms be defined?

- (i) Business Line**
- (ii) Fiber-Based Collocation**
- (iii) Building**
- (iv) Route**

Sprint's Position: Sprint has reached agreement with BellSouth regarding Issue No. 3.

4. TRRO / FINAL RULES:

a) Does the Commission have the authority to determine whether or not BellSouth's application of the FCC's Section 251 non-impairment criteria for high-capacity loops and transport is appropriate?

b) What procedures should be used to identify those wire centers that satisfy the FCC's Section 251 non-impairment criteria for high-capacity loops and transport?

c) What language should be included in agreements to reflect the procedures identified in (b)?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 4.

5. TRRO / FINAL RULES: Are HDSL-capable copper loops the equivalent of DS1 loops for the purpose of evaluating impairment?

Sprint's Position: HDSL Capable Loops are not the equivalent of DS1 loops for the purpose of determining impairment. Neither can BellSouth refuse to provide HDSL

Capable Loops in wire centers where the DS1 loop impairment criteria has been met. HDSL Loops are conditioned copper loops. CLECs connect their own equipment to such loops to provide services, which are not restricted to HDSL. The FCC rules do not include restrictions on the use of conditioned copper loops nor did they make a finding of non-impairment for them. DS1 loops include the associated electronics provided by the ILEC.

6. TRRO / FINAL RULES: Once a determination is made that CLECs are not impaired without access to high capacity loops or dedicated transport pursuant to the FCC's rules, can changed circumstances reverse that conclusion, and if so, what process should be included in Interconnection Agreements to implement such changes?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 6.

7. TRRO / FINAL RULES:

(a) Does the Commission have the authority to require BellSouth to include in its interconnection agreements entered into pursuant to Section 252, network elements under either state law, or pursuant to Section 271 or any other federal law other than Section 251?

(b) If the answer to part (a) is affirmative in any respect, does the Commission have the authority to establish rates for such elements?

(c) If the answer to part (a) or (b) is affirmative in any respect, **(i)** what language, if any, should be included in the ICA with regard to the rates for such elements, and **(ii)** what language, if any, should be included in the ICA with regard to the terms and conditions for such elements?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 7.

8. TRRO / FINAL RULES: What conditions, if any, should be imposed on moving, adding, or changing orders to a CLEC's respective embedded bases of switching, high-capacity loops and dedicated transport, and what is the appropriate language to implement such conditions, if any?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 8.

9. TRRO/FINAL RULES: What rates, terms, and conditions should govern the transition of existing network elements that BellSouth is no longer obligated to provide as Section 251 UNEs to non-Section 251 network elements and other services and **(a)** what is the proper treatment for such network elements at the end of the transition period; and **(b)** what is the appropriate transition period, and what

are the appropriate rates, terms and conditions during such transition period, for unbundled high capacity loops, high capacity transport, and dark fiber transport in and between wire centers that do not meet the FCC's non-impairment standards at this time, but that meet such standards in the future?

Sprint's Position: Sprint has reached agreement with BellSouth regarding Issue No. 9.

10. TRRO / FINAL RULES: What rates, terms and conditions, if any, should apply to UNEs that are not converted on or before March 11, 2006, and what impact, if any, should the conduct of the parties have upon the determination of the applicable rates, terms and conditions that apply in such circumstances?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 10.

11. TRRO / FINAL RULES: Should identifiable orders properly placed that should have been provisioned before March 11, 2005, but were not provisioned due to BellSouth errors in order processing or provisioning, be included in the "embedded base?"

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 11.

12. TRRO / FINAL RULES: Should network elements de-listed under Section 251(c) (3) be removed from the SQM/PMAP/SEEM?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 12.

13. TRO - COMMINGLING: What is the scope of commingling allowed under the FCC's rules and orders and what language should be included in Interconnection Agreements to implement commingling (including rates)?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 13.

14. TRO - CONVERSIONS: Is BellSouth required to provide conversion of special access circuits to UNE pricing, and, if so, at what rates, terms and conditions and during what timeframe should such new requests for such conversions be effectuated?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 14.

15. TRO – CONVERSIONS: What are the appropriate rates, terms, conditions and effective dates, if any, for conversion requests that were pending on the effective date of the TRO?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 15.

16. TRO – LINE SHARING: Is BellSouth obligated pursuant to the Telecommunications Act of 1996 and FCC Orders to provide line sharing to new CLEC customers after October 1, 2004?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 16.

17. TRO – LINE SHARING – TRANSITION: If the answer to foregoing issue is negative, what is the appropriate language for transitioning off a CLEC's existing line sharing arrangements?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 17.

18. TRO – LINE SPLITTING: What is the appropriate ICA language to implement BellSouth's obligations with regard to line splitting?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 18.

19. TRO – SUB-LOOP CONCENTRATION: a) What is the appropriate ICA language, if any, to address sub loop feeder or sub loop concentration? b) Do the FCC's rules for sub loops for multi-unit premises limit CLEC access to copper facilities only or do they also include access to fiber facilities? c) What are the suitable points of access for sub-loops for multi-unit premises?

Sprint's Position: Sprint has reached agreement with BellSouth regarding Issue No. 19.

20. TRO – PACKET SWITCHING: What is the appropriate ICA language, if any, to address packet switching?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 20.

21. TRO – CALL-RELATED DATABASES: What is the appropriate ICA language, if any, to address access to call related databases?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 21.

22. TRO – GREENFIELD AREAS: a) What is the appropriate definition of minimum point of entry (“MPOE”)? b) What is the appropriate language to implement BellSouth’s obligation, if any, to offer unbundled access to newly-deployed or ‘greenfield’ fiber loops, including fiber loops deployed to the minimum point of entry (“MPOE”) of a multiple dwelling unit that is predominantly residential, and what, if any, impact does the ownership of the inside wiring from the MPOE to each end user have on this obligation?

Sprint's Position: Sprint has reached agreement with BellSouth regarding Issue No. 22.

23. TRO – HYBRID LOOPS: What is the appropriate ICA language to implement BellSouth’s obligation to provide unbundled access to hybrid loops?

Sprint's Position: Sprint has reached agreement with BellSouth regarding Issue No. 23.

24. TRO – END USER PREMISES: Under the FCC’s definition of a loop found in 47 C.F.R. §51.319(a), is a mobile switching center or cell site an “end user customer’s premises”?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 24.

25. TRO – ROUTINE NETWORK MODIFICATION: What is the appropriate ICA language to implement BellSouth’s obligation to provide routine network modifications?

Sprint's Position: Sprint has reached agreement with BellSouth regarding Issue No. 25.

26. TRO – ROUTINE NETWORK MODIFICATION: What is the appropriate process for establishing a rate, if any, to allow for the cost of a routine network modification that is not already recovered in Commission-approved recurring or non-recurring rates? What is the appropriate language, if any, to incorporate into the ICAs?

Sprint's Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 26.

27. TRO – FIBER TO THE HOME: What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?

Sprint's Position: Sprint has reached agreement with BellSouth regarding Issue No. 27.

28. TRO – EELS AUDITS: What is the appropriate ICA language to implement BellSouth’s EEL audit rights, if any, under the TRO?

Sprint’s Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 28.

29. 252(i): What is the appropriate language to implement the FCC’s “entire agreement” rule under Section 252(i)?

Sprint’s Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 29.

30. ISP Remand Core Forbearance Order: What language should be used to incorporate the FCC’s *ISP Remand Core Forbearance Order* into interconnection agreements?

Sprint’s Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 30.

31. General Issue:

How should the determinations made in this proceeding be incorporated into existing Section 252 interconnection agreements?

Sprint’s Position: Sprint and BellSouth do not have a dispute with regard to Issue No. 31.

G. Stipulated Issues Sprint and BellSouth have reached agreement on all issues except Issue No. 5. In addition, Sprint and BellSouth have agreed not to cross-examine each others witnesses, but to address Issue No. 5 in their respective post-hearing briefs.

H. Pending Motions

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

I. Pending Confidentiality Issues

Sprint has no pending confidentiality issues.

J. Order Establishing Procedure Requirements

There are no requirements of the Order on Procedure that Sprint cannot comply with.

K. Pending Decisions

TRO and TRRO and various pending court appeals of those decisions.

L. Objections to Expert Qualifications

None.

RESPECTFULLY submitted this 29th day of September 2005.

S/ Susan S. Masterton

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