BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint Communications Company Limited Partnership for arbitration of certain unresolved terms and conditions of a proposed renewal of current interconnection agreement with BellSouth Telecommunications, Inc.	DOCKET NO. 000828-TP ORDER NO. PSC-00-2487-PHO-TP ISSUED: December 22, 2000

Pursuant to Notice and in accordance with Rule 28-106.209, Florida Administrative Code, a Prehearing Conference was held on December 15, 2000, in Tallahassee, Florida, before Commissioner Braulio L. Baez, as Prehearing Officer.

APPEARANCES:

Susan S. Masterton, Esquire, P.O. Box 2214, Tallahassee, FL 32316-2214, Jeffry Wahlen, Esquire, Ausley & McMullen, Post Office Box 391, Tallahassee, FL 32302 and William R. L. Atkinson, Esquire, 3100 Cumberland Circle, Cumberland Center II, Atlanta, Georgia 30339-5940
On behalf of Sprint Communications Company Limited Partnership.

E. Earl Edenfield, Jr., Esquire, 150 South Monroe Street, Suite 400, Tallahassee, FL 32301
On behalf of BellSouth Telecommunications, Inc.

Tim Vaccaro, Esquire, and Wayne Knight, Esquire, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850
On behalf of the Commission Staff.

PREHEARING ORDER

I. CONDUCT OF PROCEEDINGS

Pursuant to Rule 28-106.211, Florida Administrative Code, this Order is issued to prevent delay and to promote the just, speedy, and inexpensive determination of all aspects of this case.

DOCUMENT NUMBER-DATE
16370 DEC 22 8
FPSC-RECORDS/REPORTING

II. CASE BACKGROUND

On July 10, 2000, Sprint Communications Company Limited Partnership (Sprint) filed a petition for arbitration of an interconnection agreement with Intermedia Communications, Inc. (Intermedia) under Section 252(b) of the Federal Telecommunications Act of 1996 (Act). Accordingly, this matter has been set for an administrative hearing.

III. PROCEDURE FOR HANDLING CONFIDENTIAL INFORMATION

A. Any information provided pursuant to a discovery request for which proprietary confidential business information status is requested shall be treated by the Commission and the parties as confidential. The information shall be exempt from Section 119.07(1), Florida Statutes, pending a formal ruling on such request by the Commission, or upon the return of the information to the person providing the information. If no determination of confidentiality has been made and the information has not been used in the proceeding, it shall be returned expeditiously to the person providing the information. If a determination of confidentiality has been made and the information was not entered into the record of the proceeding, it shall be returned to the person providing the information within the time periods set forth in Section 364.183, Florida Statutes.

B. It is the policy of the Florida Public Service Commission that all Commission hearings be open to the public at all times. The Commission also recognizes its obligation pursuant to Section 364.183, Florida Statutes, to protect proprietary confidential business information from disclosure outside the proceeding.

1. Any party intending to utilize confidential documents at hearing for which no ruling has been made, must be prepared to present their justifications at hearing, so that a ruling can be made at hearing.

2. In the event it becomes necessary to use confidential information during the hearing, the following procedures will be observed:

a) Any party wishing to use any proprietary confidential business information, as that term is defined in Section 364.183, Florida Statutes, shall notify the Prehearing Officer and all parties of record by the time of the Prehearing Conference, or if not known at that time, no later than seven (7) days prior to the beginning of the hearing. The notice shall include a procedure to assure that the confidential nature of the information is preserved as required by statute.

b) Failure of any party to comply with 1) above shall be grounds to deny the party the opportunity to present evidence which is proprietary confidential business information.

c) When confidential information is used in the hearing, parties must have copies for the Commissioners, necessary staff, and the Court Reporter, in envelopes clearly marked with the nature of the contents. Any party wishing to examine the confidential material that is not subject to an order granting confidentiality shall be provided a copy in the same fashion as provided to the Commissioners, subject to execution of any appropriate protective agreement with the owner of the material.

d) Counsel and witnesses are cautioned to avoid verbalizing confidential information in such a way that would compromise the confidential information. Therefore, confidential information should be presented by written exhibit when reasonably possible to do so.

e) At the conclusion of that portion of the hearing that involves confidential information, all copies of confidential exhibits shall be returned to the proffering party. If a confidential exhibit has been admitted into evidence, the copy provided to the Court Reporter shall be retained in the

Division of Records and Reporting's confidential files.

IV. POST-HEARING PROCEDURES

Each party shall file a post-hearing statement of issues and positions. A summary of each position of no more than 50 words, set off with asterisks, shall be included in that statement. If a party's position has not changed since the issuance of the prehearing order, the post-hearing statement may simply restate the prehearing position; however, if the prehearing position is longer than 50 words, it must be reduced to no more than 50 words. If a party fails to file a post-hearing statement, that party shall have waived all issues and may be dismissed from the proceeding.

Pursuant to Rule 28-106.215, Florida Administrative Code, a party's proposed findings of fact and conclusions of law, if any, statement of issues and positions, and brief, shall together total no more than 40 pages, and shall be filed at the same time.

V. PREFILED TESTIMONY AND EXHIBITS; WITNESSES

Testimony of all witnesses to be sponsored by the parties and Staff has been prefiled. All testimony which has been prefiled in this case will be inserted into the record as though read after the witness has taken the stand and affirmed the correctness of the testimony and associated exhibits. All testimony remains subject to appropriate objections. Each witness will have the opportunity to orally summarize his or her testimony at the time he or she takes the stand. Upon insertion of a witness' testimony, exhibits appended thereto may be marked for identification. After all parties and Staff have had the opportunity to object and cross-examine, the exhibit may be moved into the record. All other exhibits may be similarly identified and entered into the record at the appropriate time during the hearing.

Witnesses are reminded that, on cross-examination, responses to questions calling for a simple yes or no answer shall be so answered first, after which the witness may explain his or her answer.

The Commission frequently administers the testimonial oath to more than one witness at a time. Therefore, when a witness takes the stand to testify, the attorney calling the witness is directed to ask the witness to affirm whether he or she has been sworn.

VI. ORDER OF WITNESSES*

Witness	Proffered By	Issues #
Direct		
Melissa L. Closz	Sprint	8, 18, 21, 22, 32, 33, 34 and 35
Angela Oliver	Sprint	9, 28(a) and 28(b)
David T. Rearden	Sprint	10
Mark G. Felton	Sprint	3, 7, 11 and 12
Michael R. Hunsucker	Sprint	4 and 6
John Ruscilli	BellSouth	1, 3, 4, 5, 6, 7, 8, 10, 11, 12, 23, 26, 27, 28, 29, 30 and 31
Daonne Caldwell	BellSouth	35
Keith Milner	BellSouth	9, 16, 18, 21, 22, 32, 33 and 34
Gregory D. Fogleman	Staff	10
Rebuttal		
Melissa L. Closz	Sprint	8, 18, 21, 22, 32, 33, 34 and 35
Angela Oliver	Sprint	9, 28(a) and 28(b)
Mark G. Felton	Sprint	3, 7, 11 and 12
David T. Rearden	Sprint	10

Witness	Proffered By	Issues #
John Ruscilli	BellSouth	1, 3, 4, 5, 6, 7, 8, 10, 11, 12, 23, 26, 27, 28, 29, 30 and 31
Keith Milner	BellSouth	9, 16, 18, 21, 22, 32, 33 and 34

* Direct and rebuttal testimony will be taken simultaneously from the witnesses.

VII. BASIC POSITIONS

SPRINT: Sprint's positions on the individually numbered issues in this docket are consistent with the Telecommunications Act of 1996 (the "Act") and the pertinent rulings of the Federal Communications Commission ("FCC") and this Commission. Each of Sprint's positions should be adopted by this Commission.

BELLSOUTH: The Commission's goal in this proceeding is to resolve each issue in this arbitration consistent with the requirements of Section 251 of the Telecommunications Act of 1996 ("1996 Act"), including the regulations prescribed by the Federal Communications Commission ("FCC"), and to establish rates for interconnection services and network elements in accordance with Section 252(d) of the 1996 Act. The Commission should adopt BellSouth's positions on the issues in dispute. BellSouth's positions on these issues are reasonable and consistent with the 1996 Act, which cannot be said about the positions advocated by Sprint Communications Company, LP ("Sprint")

STAFF: Commission staff has prefiled testimony which summarizes prior Florida Public Service Commission and prior Federal Communications Commission action regarding the treatment of Internet Service Provider-bound (ISP-bound) traffic for purposes of reciprocal compensation. 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.

VIII. ISSUES AND POSITIONS

ISSUE A: [LEGAL ISSUE] What is the Commission's jurisdiction in this matter?

POSITIONS:

SPRINT: The Commission has jurisdiction over this Petition pursuant to Section 252 of the Act. In Section 252 (b) Congress created an arbitration procedure for requesting telecommunications carriers and ILECs to obtain an interconnection agreement through "compulsory arbitration" by petitioning a "State commission to arbitrate any open issues" unresolved by negotiation under Section 252(a) of the Act. In accordance with these provisions, the Commission has jurisdiction to resolve all of the issues presented to it for arbitration. Section 252 (c) and (e) of the Act set forth the time frames for Commission action and the criteria upon which the Commission's arbitration decision must be based.

BELLSOUTH: Section 252(b)(1) of the Telecommunications Act of 1996 empowers the Commission to arbitrate open issues in an interconnection agreement upon the filing of a Petition for Arbitration by either party. For purposes of this arbitration, the relevant limitations on the Commission's 252(b)(1) jurisdiction are found in sections 252(b)(4)(A), 252(b)(4)(C), 252(c)(1)-(3), and 252(e).

Under section 252(b)(4)(A), the scope of the Commission's consideration in an arbitration proceeding is limited to the issues set forth in the petition and in the response. The provisions of

252(b)(4)(C) require the Commission to resolve the open issues within nine (9) months of the filing of the Petition for Arbitration. Under sections 252(c)(1)-(3), the Commission is required to ensure that the arbitration decision: (a) meets the requirements of section 251, including FCC regulations prescribed pursuant to section 251; (b) complies with the pricing standards of section 252(d); and (c) provides a schedule for implementation of the agreement. Finally, section 252(e) sets forth the time frames for the Commission to accept or reject negotiated and arbitrated agreements, specifically delineating the circumstances under which the Commission can reject an agreement.

STAFF: Section 252 of the Federal Telecommunications Act of 1996 (Act) sets forth the procedures for negotiation, arbitration, and approval of agreements.

Section 252(b)(4)(C) states that the State commission shall resolve each issue set forth in the petition and response, if any, by imposing the appropriate conditions as required. This section requires this Commission to conclude the resolution of any unresolved issues not later than 9 months after the date on which the local exchange carrier received the request under this section. In this case, however, the parties have explicitly waived the 9-month requirement set forth in the Act. Furthermore, pursuant to Section 252(e)(5) of the Act, if a state commission refuses to act, then the FCC shall issue an order preempting the Commission's jurisdiction in the matter, and shall assume jurisdiction of the proceeding.

ISSUE 1: RESOLVED.

ISSUE 2: RESOLVED.

ISSUE 3: Should BellSouth make its Custom Calling features available for resale on a stand-alone basis?

POSITIONS

SPRINT: Yes. Under Section 251(c) of the Act, BellSouth, as an ILEC, must "offer for resale at wholesale rates *any* telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers" (emphasis added). Sprint believes that Custom Calling Services are optional telecommunication services that simply provide additional functionality to basic telecommunications services. Sprint requests that the Commission direct BellSouth to make stand-alone Custom Calling Services available to Sprint in a reasonable and non-discriminatory manner.

BELLSOUTH: No. BellSouth is not obligated under the 1996 Act, or elsewhere, to offer to Sprint, or any other ALEC, Custom Calling Services on a stand-alone basis. BellSouth makes available for resale any telecommunications service that BellSouth offers on a retail basis to subscribers that are not telecommunications carriers. The Commission should not require BellSouth to offer Custom Calling features for resale on a stand-alone basis.

STAFF: Staff takes no position at this time.

ISSUE 4: Pursuant to Federal Communications Commission ("FCC") Rule 51.315(b), should BellSouth be required to provide Sprint at TELRIC rates combinations of UNEs that BellSouth typically combines for its own retail customers, whether or not the specific UNEs have already been combined for the specific end-user customer in question at the time Sprint places its order?

POSITIONS

SPRINT: Yes, BellSouth should be required to provide to Sprint UNEs that are ordinarily combined in BellSouth's network in the manner in which they are typically combined. Sprint requests that the Commission order BellSouth to provide UNE combinations to Sprint that are "ordinarily combined" in BellSouth's network for the provision of a retail service to any customer, subject only to technical feasibility limitations.

BELLSOUTH: No. On July 18, 2000, the United States Court of Appeals for the Eighth Circuit declined to reinstate 47 C.F.R. Sec. 51.315(c)-(f) that it had previously vacated. The Court found that subsections (c)-(f), which require the ILECs to do the work of combining network elements for the competitors, violate Section 251(c)(3) of the Act, which in turn requires ILECs to provide network elements "in a manner that allows the requesting carriers to combine such elements." Section 51-315(b), which the Supreme Court reinstated, only prohibits the ILECs from separating network elements that are already combined in the network. The Commission should only require BellSouth to provide UNE combinations in accordance with the 1996 Act and FCC rules.

STAFF: Staff takes no position at this time.

ISSUE 5: RESOLVED.

ISSUE 6: Should BellSouth be required to universally provide access to EELs that it ordinarily and typically combines in its network at UNE rates?

POSITIONS

SPRINT: Yes. BellSouth should be required to universally provide Sprint with access to EELs that BellSouth ordinarily and typically combines in its network.

BELLSOUTH: No. The EEL is not a mandatory UNE, and therefore, BellSouth should not be required to provide it at UNE rates. In addition, to provide the EEL BellSouth would have to combine the loop and dedicated transport for the ALEC, which BellSouth is not required to do. (See response to Issue 4) Thus, the Commission should not require BellSouth to offer the EEL at UNE rates.

STAFF: Staff takes no position at this time.

ISSUE 7: In situations where an ALEC's end-user customer is served via unbundled switching and is located in density zone 1 in one of the top fifty Metropolitan Statistical Areas ("MSAs") and who currently has three lines or less, adds additional lines, should BellSouth be able to charge market-based rates for all of the customer's lines?

POSITIONS

SPRINT: No. The FCC has not ruled upon the specific situation described above, and in the meantime, it is not appropriate for BellSouth to attempt to implement a more costly pricing structure with regard to Sprint's existing customers whose telecommunications needs grow along with their businesses.

BELLSOUTH: Yes, when a specific customer has four or more lines, whether they were purchased all at once or gradually over time, BellSouth does not have to provide unbundled local switching as long as the other criteria for Rule 51.319(c)(2) are met. BellSouth

requests the Commission to approve BellSouth's proposed contract language with respect to this issue.

STAFF: Staff takes no position at this time.

ISSUE 8: Should BellSouth be able to designate the network Point of Interconnection ("POI") for delivery of BellSouth's local traffic?

POSITIONS

SPRINT: No. Sprint should have the ability to designate the point of interconnection for both the receipt and delivery of local traffic at any technically feasible location within BellSouth's network. This right includes the right to designate the POI in connection with traffic originating on BellSouth's network.

BELLSOUTH: Yes. The FCC addresses this issue in its Local Competition Order, in Section IV. Further, the FCC determined that each originating carrier has the right to designate its POI on the ILEC's network. Thus, if Sprint wants BellSouth to bring BellSouth's originating traffic to a point designated by Sprint, then Sprint should pay for those additional facilities. The Commission should confirm each carrier as originating carrier has the right to designate the POI on the ILEC's network for its originating traffic.

STAFF: Staff takes no position at this time.

ISSUE 9: Should the parties' Agreement contain language providing Sprint with the ability to transport multi-jurisdictional traffic over a single trunk group, including an access trunk group?

POSITIONS

SPRINT: Yes. It is technically feasible for BellSouth to transport multi-jurisdictional traffic over the same trunk groups, including access trunk groups. BellSouth has the technical ability to combine multiple

jurisdictions of traffic on the same trunk circuits over the same transport facilities. Sprint has in place an efficient trunking network interconnected to BellSouth's end offices and tandems. Sprint should have the opportunity to operate a network architecture similar to BellSouth and not be forced into deploying a dedicated overlay network for local traffic. Further, Sprint requests the flexibility to route local (00-) traffic over new and existing access trunk groups.

BELLSOUTH: BellSouth understands Sprint's request to be, in lieu of establishing a reciprocal trunk group in some central offices, place all originating and/or terminating traffic, local or non-local, over direct end office switched access Feature Group D trunks. BellSouth is in the process of determining the technical feasibility of Sprint's request. If Sprint's request appears to be technically feasible, the Commission should order Sprint to pay for any and all implementation costs associated with, or resulting from, BellSouth offering this service.

STAFF: Staff takes no position at this time.

ISSUE 10: Should Internet Service Provider ("ISP")-bound traffic be treated as local traffic for the purposes of reciprocal compensation in the new Sprint/BellSouth interconnection agreement, or should it be otherwise compensated?

POSITIONS

SPRINT: Yes. ISP traffic is local in nature and should be treated as local traffic (i.e., included in the definition of "local traffic") for purposes of reciprocal compensation under the Agreement.

BELLSOUTH: No. ISP-bound traffic is not local traffic eligible for reciprocal compensation, and should not be otherwise compensated. Based on the 1996 Act and the FCC's Local Competition Order, reciprocal compensation obligations under Section 251(b)(5) only apply to local traffic.

ISP-bound traffic constitutes access service, which is clearly subject to interstate jurisdiction. The Commission should rule that reciprocal compensation is not owed for ISP-bound traffic.

STAFF: Staff takes no position at this time; however, staff has prefiled testimony which summarizes prior Florida Public Service Commission and prior Federal Communications Commission action regarding the treatment of ISP-bound traffic for purposes of reciprocal compensation.

ISSUE 11: Where Sprint's switch serves a geographic area comparable to the area served by BellSouth's tandem switch, should the tandem interconnection rate apply to local traffic terminated to Sprint?

POSITIONS

SPRINT: Yes. Where Sprint's local switch covers a comparable geographic area to the area serviced by BellSouth's tandem, Sprint is permitted under FCC Rule 711(a)(3) to charge BellSouth the tandem interconnection rate. The appropriate test is 'comparable geographic area' only; the relevant FCC rule says nothing about the 'functionality' of the switch. Further, Sprint should be allowed to self-certify that its switch in question serves a comparable geographic area, and BellSouth should be allowed to contest the self-certification on an exception basis.

BELLSOUTH: No. In order for an ALEC to appropriately charge tandem rate elements, the ALEC must demonstrate to the Commission that: 1) its switch serves a comparable geographic area to that served by the ILEC's tandem switch; and 2) its switch performs local tandem functions. Clearly, the CLEC should only be compensated for the functions that it actually provides. Sprint has not demonstrated that it meets the required criteria.

STAFF: Staff takes no position at this time.

ISSUE 12: Should voice-over-Internet ("IP telephony") traffic be included in the definition of "Switched Access Traffic?"

POSITIONS

SPRINT: No. Sprint requests that until the FCC has made a definitive decision regarding the regulatory treatment of IP telephony, the parties' Interconnection Agreement should remain silent on this issue.

BELLSOUTH: It depends on the end-points of the call. As with any other local traffic, reciprocal compensation should apply to local telecommunications provided via IP Telephony, to the extent that it is technically feasible to apply such charges. To the extent, however, that calls provided via IP telephony are long distance calls, access charges should apply, irrespective of the technology used to transport them. It should be noted that Phone-to-Phone IP telephony should not be confused with Computer-to-Computer IP telephony, where computer users use the Internet to provide telecommunications to themselves. BellSouth is not purporting to address Computer IP telephony in this issue. Thus, the Commission should determine the applicability of reciprocal compensation or access charges based on the end-points of the call, not the technology used to complete the call.

STAFF: Staff takes no position at this time.

ISSUE 13: RESOLVED.

ISSUE 14: RESOLVED.

ISSUE 15: RESOLVED.

ISSUE 16: RESOLVED.

ISSUE 17: RESOLVED.

ISSUE 18: Should Sprint and BellSouth have the ability to negotiate a demarcation point different from Sprint's collocation space, up to and including the conventional distribution frame?

POSITIONS

SPRINT: Yes. Sprint believes that the parties should have the ability to negotiate a demarcation point different from the perimeter of Sprint's collocation space, up to and including the conventional distribution frame.

BELLSOUTH: Yes. BellSouth will comply with the Commission's collocation Order regarding the demarcation point and will establish said point at a location at the perimeter of the collocation space unless Sprint and BellSouth can agree on some other arrangement.

STAFF: Staff takes no position at this time.

ISSUE 19: RESOLVED.

ISSUE 20: RESOLVED.

ISSUE 21: Under what conditions, if any, should Sprint be permitted to convert in place when transitioning from a virtual collocation arrangement to a cageless physical collocation arrangement?

POSITIONS

SPRINT: Sprint will abide by the Commission's determinations with respect to the conversion of virtual collocation arrangements to cageless physical collocation arrangements. Since the parties have not yet had the chance to discuss conforming contract language, Sprint reserves the right to submit supplemental testimony on this issue if the parties are unable to agree on contract language that conforms to the Commission's Orders.

BELLSOUTH: BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there are no extenuating circumstances or technical reasons that would cause the arrangement to become a safety hazard within the premises or otherwise being in conformance with the terms and conditions of the collocation agreement and where (1) there is no change to the arrangement; (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the premises reserved for BellSouth's forecast of future growth; and (3) due to the location of the virtual collocation arrangement, the conversion of said arrangement to a physical arrangement would not impact BellSouth's ability to secure its own facilities. The Commission should require transition from virtual to physical collocation under the guidelines presented by BellSouth.

STAFF: Staff takes no position at this time.

ISSUE 22: Should Sprint be required to pay the entire cost of make-ready work prior to BellSouth's satisfactory completion of the work?

POSITIONS

SPRINT: No. It is customary in situations involving construction-related work for payment or a portion thereof, to be due upon satisfactory completion of the work. Sprint requests that the Commission adopt Sprint's proposed language, wherein Sprint commits to pay for half of the estimated costs in advance and the remainder upon completion of the work to Sprint's satisfaction.

BELLSOUTH: Sprint should be obligated to pay for pre-license surveys and make-ready work in advance, as such payments are commercially reasonable and will ensure that all ALECs are treated in a nondiscriminatory manner with respect to such work. Thus, the Commission should adopt

BellSouth's language requiring advanced payments for make-ready work.

STAFF: Staff takes no position at this time.

ISSUE 23: Should the Agreement contain a provision stating that if BellSouth has provided its affiliate preferential treatment for products or services as compared to the provision of those same products or services to Sprint, then the applicable standard (i.e., benchmark or parity) will be replaced for that month with the level of service provided to the BellSouth affiliate?

POSITIONS

The parties agree to defer resolution of this issue to Docket No. 000121-TP - Investigation into the establishment of operations support systems permanent performance measures for incumbent local exchange telecommunications companies.

ISSUE 24: What is the appropriate level of geographic disaggregation for performance measurement reporting to Sprint?

POSITIONS

The parties agree to defer resolution of this issue to Docket No. 000121-TP - Investigation into the establishment of operations support systems permanent performance measures for incumbent local exchange telecommunications companies.

ISSUE 25: What performance measurement audit provision(s) should be included in the Agreement?

POSITIONS

The parties agree to defer resolution of this issue to Docket No. 000121-TP - Investigation into the establishment of operations support systems permanent performance measures for incumbent local exchange telecommunications companies.

ISSUE 26: Should the availability of BellSouth's VSEEM III remedies proposal to Sprint, and the effective date of VSEEM III, be tied to the date that BellSouth receives interLATA authority in Florida?

POSITIONS

The parties agree to defer resolution of this issue to Docket No. 000121-TP - Investigation into the establishment of operations support systems permanent performance measures for incumbent local exchange telecommunications companies.

ISSUE 27: Should BellSouth be required to apply a statistical methodology to the SQM performance measures provided to Sprint?

POSITIONS

The parties agree to defer resolution of this issue to Docket No. 000121-TP - Investigation into the establishment of operations support systems permanent performance measures for incumbent local exchange telecommunications companies.

ISSUE 28a: Should BellSouth be required to provide Sprint with two-way trunks upon request?

POSITIONS

SPRINT: Yes. BellSouth should provide two-way interconnection trunking upon Sprint's request, subject only to technical feasibility. The provision of two-way trunking should not be subject to whether or not BellSouth agrees to provide such trunking. Two-way trunking in the context of the parties' interconnection agreement includes "two-way" trunking and "SuperGroup" interconnection trunking.

BELLSOUTH: Yes, however, BellSouth is only obligated to provide and use two-way local interconnection trunks where traffic volumes are too low to justify one-way trunks. In all other instances, BellSouth is able to use one-way trunks for its traffic if it so chooses. Nonetheless,

BellSouth is not opposed to the use of two-way trunks where it makes sense, and the provisioning arrangements and location of the Point of Interconnection can be mutually agreed upon. The Commission should require the provision and use of two-way trunks under the circumstances set forth by BellSouth.

STAFF: Staff takes no position at this time.

ISSUE 28b: Should BellSouth be required to use those two-way trunks for BellSouth originated traffic?

POSITIONS

SPRINT: Yes. If BellSouth refuses to use two-way trunks, the trunks cease to be two-way trunks. This effectively denies Sprint the opportunity to use two-way trunks and eliminates the efficiencies that were intended and are inherent in two-way trunking arrangements. Accordingly, BellSouth should be required to use two-way trunks, when provided, for BellSouth's originated traffic.

BELLSOUTH: Yes, however, BellSouth is only obligated to provide and use two-way local interconnection trunks where traffic volumes are too low to justify one-way trunks. In all other instances, BellSouth is able to use one-way trunks for its traffic if it so chooses. Nonetheless, BellSouth is not opposed to the use of two-way trunks where it makes sense, and the provisioning arrangements and location of the Point of Interconnection can be mutually agreed upon. The Commission should require the provision and use of two-way trunks under the circumstances set forth by BellSouth.

STAFF: Staff takes no position at this time.

ISSUE 29: Should BellSouth be allowed to designate a virtual point of interconnection in a BellSouth local calling area to which Sprint has assigned a Sprint NPA/NXX? If so, who pays for the transport and multiplexing, if any, between BellSouth's virtual point of interconnection and Sprint's point of interconnection?

POSITIONS

SPRINT: ALECs have the right to establish network POIs for the exchange of traffic with the ILEC. The same rights are not extended to ILECs for the delivery of their local traffic to competing carriers. BellSouth does not have the right to designate POIs, or as BellSouth may call them, VPOIs, for delivery of their local traffic to Sprint. FCC Rule 51.703(b) clearly states that "A LEC may not assess charges on any other telecommunications carrier for local telecommunications traffic that originates on the LEC's network." BellSouth, in reality, is attempting to shift costs to Sprint by proposing that Sprint pay to transport BellSouth-originated calls to the POI. the Commission should reject the "Virtual Point of Interconnection" plan developed and proposed by BellSouth.

BELLSOUTH: BellSouth should be allowed to designate a VPOI in a BellSouth local calling area to which Sprint has assigned a Sprint NPA/NXX, if that local calling area is different than the local calling area where Sprint has established its POI. Sprint should pay BellSouth the TELRIC rates for Interoffice Dedicated Transport and associated multiplexing, as set forth in the Interconnection Agreement, for BellSouth to transport local traffic and Internet traffic over BellSouth facilities from the VPOI (in the BellSouth local calling area, different form the local calling area where Sprint has established its POI, where Sprint has assigned an NPA/NXX) to the POI designated by Sprint.

STAFF: Staff takes no position at this time.

ISSUE 30: RESOLVED.

ISSUE 31: RESOLVED.

ISSUE 32: Upon denial of a Sprint request for physical collocation, what justification, if any, should BellSouth be required to provide to Sprint for space that BellSouth has reserved for itself or its affiliates at the requested premises?

POSITIONS

SPRINT: Upon denial of a Sprint request for physical collocation, BellSouth should provide justification for the reserved space based on a demand and facility forecast which includes, but is not limited to, three to five years of historical data and forecasted growth, in twelve month increments, by functional type of equipment (e.g., switching, transmission, power, etc.). Such information would be subject to appropriate proprietary protections.

BELLSOUTH: Upon denial of a Sprint request for physical collocation, BellSouth shall provide to the Commission justification for the reserved space based on what is currently required by and provided to the Commission. Consistent with FCC Rule 51.323(f)(5), BellSouth shall relinquish any space held for future use prior to denying a Sprint request for virtual collocation unless BellSouth proves to the Commission that virtual collocation at that point is not technically feasible.

STAFF: Staff takes no position at this time.

ISSUE 33: RESOLVED.

ISSUE 34: Upon denial of a Sprint request for physical collocation, and prior to the walkthrough, should BellSouth be required to provide full-sized (e.g., 24-inch x 36-inch) engineering floor plans and engineering forecasts for the premises in question?

POSITIONS

SPRINT: Yes, it is essential that Sprint be able to review the full-sized detailed engineering floor plans and engineering forecasts prior to the central office tour in order to make the walk-through a meaningful informational experience. Because of the intricate detail included in these floor plans, the availability of smaller-sized, nearly impossible-to-read floor plans is of little practical value to Sprint personnel.

BELLSOUTH: BellSouth will provide to Sprint floor plan drawings consistent with the size provided to the Commission for determination of the reasonableness of BellSouth's denial of a physical collocation request. Adding any further specificity in an interconnection agreement with regard to the details of what will be furnished would unnecessarily add to the administrative complexity of the process. BellSouth requests that the Commission reject Sprint's proposed contract language.

STAFF: Staff takes no position at this time.

ISSUE 35: What rate(s) should BellSouth be allowed to charge for collocation space preparation?

POSITIONS

SPRINT: BellSouth has recently proposed "standardized" rates for collocation space preparation. Sprint is willing to accept these rates for the parties' "renewal" interconnection agreement, subject to true-up based upon a Commission cost docket review. In the alternative, the provision in the parties' current interconnection agreement for space preparation fees

to be charged on an Individual Case Basis (ICB) should be adopted.

BELLSOUTH: The Commission should adopt the rate set forth in the cost study (Exhibit DDC-1) filed by Daonne Caldwell in her direct testimony.

STAFF: Staff takes no position at this time.

IX. EXHIBIT LIST

Witness	Proffered By	I.D. No.	Description
Direct			
John Ruscilli	BellSouth	______ (JAR-1)	Network Configuration Illustration
		______ (JAR-2)	NARUC Internet Working Group Report (3/1998)
		______ (JAR-3)	Maine Commission Order (6/30/2000)
Daonne Caldwell	BellSouth	______ (DDC-1)	Cost Study

Parties and Staff reserve the right to identify additional exhibits for the purpose of cross-examination.

X. PROPOSED STIPULATIONS

None.

XI. PENDING MOTIONS

None.

XII. PENDING CONFIDENTIALITY MATTERS

BellSouth's Notice of Intent to Request Specified Confidential Classification regarding its response to Staff's First Set of Interrogatories and First Request for Production of Documents, filed by BellSouth on December 12, 2000.

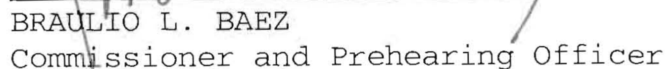
XIII. RULINGS

Direct and rebuttal testimony will be taken simultaneously from the witnesses.

It is therefore,

ORDERED by Commissioner Braulio L. Baez, as Prehearing Officer, that this Prehearing Order shall govern the conduct of these proceedings as set forth above unless modified by the Commission.

By ORDER of Commissioner Braulio L. Baez, as Prehearing Officer, this 22nd Day of December, 2000.



BRAULIO L. BAEZ
Commissioner and Prehearing Officer

(S E A L)

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code, if issued by a Prehearing Officer; (2) reconsideration within 15 days pursuant to Rule 25-22.060, Florida Administrative Code, if issued by the Commission; or (3) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Director, Division of Records and Reporting, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.