

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of interconnection agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Sprint Communications Company L.P.

DOCKET NO. 100176-TP

In re: Petition for arbitration of interconnection agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Sprint Spectrum L.P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners.

DOCKET NO. 100177-TP

ORDER NO. PSC-10-0576-PCO-TP

ISSUED: September 20, 2010

ORDER MODIFYING PROCEDURE

BY THE COMMISSION:

On September 14, 2010, BellSouth Telecommunications, Inc. d/b/a AT&T Florida (“AT&T Florida”) and Sprint Spectrum L.P., Nextel South Corp., NPCR, Inc. d/b/a Nextel Partners, Sprint Communications Company L.P. (collectively, “Sprint”) filed a Joint Motion to Modify Issue (“Joint Motion”). AT&T and Sprint ask that Issue 1. *I.A.(1)*, set forth in Order No. PSC-10-0481-PCO-TP, issued in these consolidated dockets on August 2, 2010, (Order) be changed to read as follows:

What legal sources of the parties’ rights and obligations should be set forth in section 1.1 of the CMRS ICA and in the definition of “Interconnection” (or “Interconnected”) in the CMRS ICA?

In support of the Joint Motion, the parties assert that the change will reflect the current language agreed to by the parties and promote the just, speedy and inexpensive determination of the matter before the Florida Public Service Commission. The parties assert that the prehearing officer has authority to modify the Order as requested pursuant to Rule 28-106.211, Florida Administrative Code.

Having considered the Joint Motion, I find it to be reasonable and shall grant it. The issues list for these consolidated dockets shall now read as set forth in Attachment A of this Order. I am readopting it as modified so that all issues will be available in a single list.

Based on the foregoing, it is

ORDERED by Commissioner Lisa Polak Edgar, as Prehearing Officer, that the BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Sprint Spectrum L.P., Nextel South Corp.,

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FPSC-COMMISSION OFFICE

NPCR, Inc. d/b/a Nextel Partners, Sprint Communications Company L.P. Joint Motion to Modify Issue is granted as set forth above. It is further

ORDERED that the issues in these consolidated dockets are set forth in Attachment A of this Order. It is further

ORDERED that Order No. PSC-10-0481-PCO-TP is reaffirmed in every other respect.

By ORDER of Commissioner Lisa Polak Edgar, as Prehearing Officer, this 20th day of September, 2010.


LISA POLAK EDGAR
Commissioner and Prehearing Officer

(S E A L)

CWM

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; or (2) 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 Office of Commission Clerk, in the form prescribed by Rule 25-22.0376, 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.

ISSUES LIST

I. Provisions related to the Purpose and Scope of the Agreements

1. *I.A.(1)* What legal sources of the parties' rights and obligations should be set forth in section 1.1 of the CMRS ICA and in the definition of "Interconnection" (or "Interconnected") in the CMRS ICA?
2. *I.A.(2)* Should either ICA state that the FCC has not determined whether VoIP is telecommunication service or information service?
3. *I.A.(3)* Should the CMRS ICA permit Sprint to send Interconnected VoIP traffic to AT&T?
4. *I.A.(4)* Should Sprint be permitted to use the ICAs to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with a third party provider that does not use NPA-NXXs obtained by Sprint?
5. *I.A.(5)* Should the CLEC Agreement contain Sprint's proposed language that requires AT&T to bill a Sprint Affiliate or Network Manager directly that purchases services on behalf of Sprint?
6. *I.A.(6)* Should the ICAs contain AT&T's proposed Scope of Obligations language?

Miscellaneous service or traffic-related definitions

7. *I.B.(1)* What is the appropriate definition of Authorized Services?
8. *I.B.(2)(a)* Should the term "Section 251(b)(5) Traffic" be a defined term in either ICA?
9. *I.B.(2)(b)* If so, what constitutes Section 251(b)(5) Traffic for (i) the CMRS ICA and (ii) the CLEC ICA?
10. *I.B.(3)* What is the appropriate definition of Paging Traffic?
11. *I.B.(3)* What is the appropriate definition of Switched Access Service?
12. *I.B.(4)* What are the appropriate definitions of InterMTA and IntraMTA traffic for the CMRS ICA?
13. *I.B.(5)* Should the CMRS ICA include AT&T's proposed definitions of "Originating Landline to CMRS Switched Access Traffic" and "Terminating InterMTA Traffic"?

Transit traffic related issues.

14. *I.C.(1)* What are the appropriate definitions related to transit traffic service?
15. *I.C.(2)* Should AT&T be required to provide transit traffic service under the ICAs?
16. *I.C.(3)* If the answer to Issue 15 [*I.C.(2)*] is yes, what is the appropriate rate that AT&T should charge for such service?
17. *I.C.(4)* If the answer to Issue 15 [*I.C.(2)*] is yes, should the ICAs require Sprint either to enter into compensation arrangements with third party carriers with which Sprint exchanges traffic that transits AT&T's network pursuant to the

transit provisions in the ICAs or to indemnify AT&T for the costs it incurs if Sprint does not do so?

18. *I.C.(5)* If the answer to Issue 15 [*I.C.(2)*] is yes, what other terms and conditions related to AT&T transit service, if any, should be included in the ICAs?
19. *I.C.(6)* Should the ICAs provide for Sprint to act as a transit provider by delivering Third Party-originated traffic to AT&T?
20. *I.C.(7)* Should the CLEC ICA require Sprint either to enter into compensation arrangements with third party carriers with which Sprint exchanges traffic or to indemnify AT&T for the costs it incurs if Sprint does not do so?

II. How the Parties Interconnect

21. *II.A.* Should the ICA distinguish between Entrance Facilities and Interconnection Facilities? If so, what is the distinction?
22. *II.B.(1)* Should the ICA include Sprint's proposed language that would permit Sprint to combine multi-jurisdictional traffic on the same trunk groups (e.g., traffic subject to reciprocal compensation and traffic subject to access charges)?
23. *II.B.(2)* Should the ICAs include Sprint's proposed language that would permit Sprint to combine its CMRS wireless and CLEC wireline traffic on the same trunk groups that may be established under either ICA?

911 Trunking

24. *II.C.(1)* Should Sprint be required to maintain 911 trunks on AT&T's network when Sprint is no longer using them?
25. *II.C.(2)* Should the ICA include Sprint's proposed language permitting Sprint to send wireline and wireless 911 traffic over the same 911 Trunk Group when a PSAP is capable of receiving commingled traffic?
26. *II.C.(3)* Should the ICA include AT&T's proposed language providing that the trunking requirements in the 911 Attachment apply only to 911 traffic originating from the parties' End Users?

Points of Interconnection

27. *II.D.(1)* Should Sprint be obligated to establish additional Points of Interconnection (POI) when its traffic to an AT&T tandem serving area exceeds 24 DS1s for three consecutive months?
28. *II.D.(2)* Should the CLEC ICA include AT&T's proposed additional language governing POI's?

Facility/Trunking Provisions

29. *II.F.(1)* Should Sprint CLEC be required to establish one way trunks except where the parties agree to establish two way trunking?
30. *II.F.(2)* What Facilities/Trunking provisions should be included in the CLEC ICA e.g., Access Tandem Trunking, Local Tandem Trunking, Third Party Trunking?

31. *II.F.(3)* Should the parties use the Trunk Group Service Request for to request changes in trunking?
32. *II.F.(4)* Should the CLEC ICA contain terms for AT&T's Toll Free Database in the event Sprint uses it and what those terms?

Direct End Office Trunking

33. *II.G.* Which Party's proposed language governing Direct End Office Trunking ("DEOT"), should be included in the ICAs?

Ongoing network management

34. *II.H.(1)* What is the appropriate language to describe the parties' obligations regarding high volume mass calling trunk groups?
35. *II.H.(2)* What is appropriate language to describe the signaling parameters?
36. *II.H.(3)* Should language for various aspects of trunk servicing be included in the agreement e.g., forecasting, overutilization, underutilization, projects?

III. How the Parties Compensate Each Other

Traffic categories and related compensation rates, terms and conditions

37. *III.A.(1)* As to each ICA, what categories of exchanged traffic are subject to compensation between the parties?
38. *III.A.(2)* Should the ICAs include the provisions governing rates proposed by Sprint?
39. *III.A.(3)* What are the appropriate compensation terms and conditions that are common to all types of traffic?

Traffic Subject to Reciprocal Compensation

40. *III.A.1.(1)* Is IntraMTA traffic that originates on AT&T's network and that AT&T hands off to an IXC for delivery to Sprint subject to reciprocal compensation?
41. *III.A.1.(2)* What are the appropriate compensation rates, terms and conditions (including factoring and audits) that should be included in the CMRS ICA for traffic subject to reciprocal compensation?
42. *III.A.1.(3)* What are the appropriate compensation rates, terms and conditions (including factoring and audits) that should be included in the CLEC ICA for traffic subject to reciprocal compensation?

Conversion to Bill and Keep

43. *III.A.1.(4)* Should the ICAs provide for conversion to a bill and keep arrangement for traffic that is otherwise subject to reciprocal compensation but is roughly balanced?
44. *III.A.1.(5)* If so, what terms and conditions should govern the conversion of such traffic to bill and keep?

ISP-Bound Traffic

45. *III.A.2.* What compensation rates, terms and conditions should be included in the ICAs related to compensation for ISP-Bound traffic exchanged between the parties?

CMRS ICA-specific, InterMTA traffic

46. *III.A.3.(1)* Is mobile-to-land InterMTA traffic subject to tariffed terminating access charges payable by Sprint to AT&T?
47. *III.A.3.(2)* Which party should pay usage charges to the other on land-to-mobile InterMTA traffic and at what rate?
48. *III.A.3.(3)* What is the appropriate factor to represent land-to-mobile InterMTA traffic?

CLEC ICA- specific Switched Access Service Traffic

49. *III.A.4.(1)* What compensation rates, terms and conditions should be included in the CLEC ICA related to compensation for wireline Switched Access Service Traffic?
50. *III.A.4.(2)* What compensation rates, terms and conditions should be included in the CLEC ICA related to compensation for wireline Telephone Toll Service (i.e., intraLATA toll) traffic?
51. *III.A.4.(3)* Should Sprint CLEC be obligated to purchase feature group access services for its InterLATA traffic not subject to meet point billing?

FX Traffic

52. *III.A.5.* Should the CLEC ICA include AT&T's proposed provisions governing FX traffic?

Interconnected VoIP traffic

53. *III.A.6.(1)* What compensation rates, terms and conditions for Interconnected VoIP traffic should be included in the CMRS ICA?
54. *III.A.6.(2)* Should AT&T's language governing Other Telecommunication Traffic, including Interconnected VoIP traffic, be included in the CLEC ICA?

CMRS ICA Meet Point Billing Provisions

55. *III.A.7.(1)* Should the wireless meet point billing provisions in the ICA apply only to jointly provided, switched access calls where both Parties are providing such service to an IXC, or also to Transit Service calls, as proposed by Sprint?
56. *III.A.7.(2)* What information is required for wireless Meet Point Billing, and what are the appropriate Billing Interconnection Percentages?
57. *III.C.* Should Sprint be required to pay AT&T for any reconfiguration or disconnection of interconnection arrangements that are necessary to conform with the requirements of this ICA?

Shared facility costs

58. *III.E.(1)* How should Facility Costs be apportioned between the parties under the CMRS ICA?

59. *III.E.(2)* Should traffic that originates with a Third Party and that is transited by one Party (the transiting Party) to the other Party (the terminating Party) be attributed to the transiting Party or the terminating Party for purposes of calculating the proportionate use of facilities under the CMRS ICA?
60. *III.E.(3)* How should Facility Costs be apportioned between the Parties under the CLEC ICA?
61. *III.E.(4)* Should traffic that originates with a Third Party and that is transited by one Party (the transiting Party) to the other Party (the terminating Party) be attributed to the transiting Party or the terminating Party for purposes of calculating the proportionate use of facilities under the CLEC ICA?

CLEC Meet Point Billing Provisions

62. *III.F.* What provisions governing Meet Point Billing are appropriate for the CLEC ICA?

Sprint's Pricing Sheet

63. *III.G.* Should Sprint's proposed pricing sheet language be included in the ICA?

Facility Pricing

64. *III.H.(1)* Should Sprint be entitled to obtain from AT&T, at cost-based (TELRIC) rates under the ICAs, facilities between Sprint's switch and the POI?
65. *III.H.(2)* Should Sprint's proposed language governing "Interconnection Facilities / Arrangements Rates and Charges" be included in the ICA?
66. *III.H.(3)* Should AT&T's proposed language governing interconnection pricing be included in the ICAs?

Pricing Schedule

67. *III.I.(1)(a)* If Sprint orders (and AT&T inadvertently provides) a service that is not in the ICA, should AT&T be permitted to reject future orders until the ICA is amended to include the service?
68. *III.I.(1)(b)* If Sprint orders (and AT&T inadvertently provides) a service that is not in the ICA, should the ICAs state that AT&T's provisioning does not constitute a waiver of its right to bill and collect payment for the service?
69. *III.I.(2)* Should AT&T's language regarding changes to tariff rates be included in the agreement?
70. *III.I.(3)* What are the appropriate terms and conditions to reflect the replacement of current rates?
71. *III.I.(4)* What are the appropriate terms and conditions to reflect the replacement of interim rates?
72. *III.I.(5)* Which Party's language regarding prices noted as TBD (to be determined) should be included in the agreement?

IV. Billing Related Issues

73. *IV.A.(1)* What general billing provisions should be included in Attachment 7?

- 74. *IV.A.(2)* Should six months or twelve months be the permitted back-billing period?
- 75. *IV.B.(1)* What should be the definition of "Past Due"?
- 76. *IV.B.(2)* What deposit language should be included in each ICA?
- 77. *IV.B.(3)* What should be the definition of "Cash Deposit"?
- 78. *IV.B.(4)* What should be the definition of "Letter of Credit"?
- 79. *IV.B.(5)* What should be the definition of "Surety Bond"?
- 80. *IV.C.(1)* Should the ICA require that billing disputes be asserted within one year of the date of the disputed bill?
- 81. *IV.C.(2)* Which Party's proposed language concerning the form to be used for billing disputes should be included in the ICA?
- 82. *IV.D.(1)* What should be the definition of "Non-Paying Party"?
- 83. *IV.D.(2)* What should be the definition of "Unpaid Charges"?
- 84. *IV.D.(3)* Should the ICA include AT&T's proposed language requiring escrow of disputed amounts?
- 85. *IV.E.(1)* Should the period of time in which the Billed Party must remit payment in response to a Discontinuance Notice be 15 or 45 days?
- 86. *IV.E.(2)* Under what circumstances may a Party disconnect the other Party for nonpayment, and what terms should govern such disconnection?
- 87. *IV.F.1.* Should the Parties' invoices for traffic usage include the Billed Party's state specific Operating Company Number (OCN)?
- 88. *IV.F.2.(1)* How much notice should one Party provide to the other Party in advance of a billing format change?
- 89. *IV.G.2.* What language should govern recording?
- 90. *IV.H.* Should the ICA include AT&T's proposed language governing settlement of alternately billed calls via Non-Intercompany Settlement System (NICS)?

V. Miscellaneous

- 91. *V.B.* What is the appropriate definition of "Carrier Identification Codes"?
- 92. *V.C.(1)* Should the ICA include language governing changes to corporate name and or d/b/a?
- 93. *V.C.(2)* Should the ICA include language governing company code changes?