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RECORDS AND
REPORTING

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December 6, 1999

Blanca Bayo, Director
Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

In re: Request for Arbitration concerning complaint of Orlando Telephone Company
regarding enforcement of interconnection agreement with Sprint-Florida,
Incorporated - Docket No. 990884-TP

Dear Ms. Bayo:

Enclosed please find the original and fifteen copies of a Prehearing Statement filed by
Orlando Telephone Company in the above captioned docket.

Thank you for your attention to this filing.

Sincerely,



David B. Erwin

DBE:jm

Enclosure

cc: Charles Rehwinkel

Diana Caldwell

AFA _____ Herb Bornack

APP _____ Jerry Locke

CAF _____

CNU _____

CTR _____

EAG _____

LEG 1

MAS 3

OPC _____

RPR _____

SEC 1

VAW _____

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for arbitration concerning)
Complaint of Orlando Telephone Company)
regarding Enforcement of its Intercon-)
nection Agreement with Sprint-Florida,)
Incorporated)
_____)

Docket No. 990884-TP

Filed: December 6, 1999

PREHEARING STATEMENT

Orlando Telephone Company (OTC), pursuant to the requirements of Order Establishing Procedure No. PSC-99-1803-PCO-TP, files this prehearing statement and submits the following information in the sequence required by the order:

a) The following are the names of all known witnesses that may be called by Orlando Telephone Company and the subject matter of their testimony:

1) Herb Bornack

Direct Testimony - addresses company information, contract negotiations and subsequent relations with Sprint-Florida, Incorporated (Sprint).

2) Jerry Locke

Direct Testimony - addresses contract negotiations and subsequent compensation problems and contract interpretation.

Rebuttal Testimony - addresses disagreements with Sprint's witness, Joan Seymour.

3) Don Lee

Rebuttal Testimony - addresses data and billing issues.

b) The following are the exhibits that may be used by Orlando Telephone Company:

- 1) JL-1 - Letter to FCC, dated December 4, 1997.
- 2) JL-2 - FCC terminating access tariff.

- 3) JL-3 - Email from J. Locke to J. Seymour, dated February 26, 1998.
- 4) JL-4 - Table of Orlando Telephone Company MOUs and Sprint's interstate access rates.
- 5) JL-5 - Restrictive endorsement on settlement check.
- 6) JL-6 - Email from J. Seymour to J. Locke, dated February 16, 1999.
- 7) DL-1 - Martin and Associates, Inc. brochure.

c) The basic position of Orlando Telephone Company in this proceeding is as follows:

Orlando Telephone Company (OTC) and Sprint-Florida, Incorporated (Sprint) are parties to an interconnection agreement under which there is a bona fide dispute about the proper payment of terminating access revenue due OTC. The Commission has jurisdiction to resolve the dispute now. Sprint is obligated to have provided calling data to OTC to have allowed OTC to bill terminating access at OTC's terminating access rate or to pay terminating access revenue to OTC at OTC's FCC tariffed interstate terminating access rate.

d) e) and f) Orlando Telephone company's statements of fact, law and policy are contained in the responses to the issues identified in Appendix A to Order No. PSC-99-1803-PCO-TP, as follow:

ISSUE 1 - Is the complaint filed by Orlando Telephone Company premature in light of the March 15, 1999, letter agreement and the pending proceedings at the FCC?

POSITION ON ISSUE 1 - No.

ISSUE 2 - What is the legal significance, if any, of the fact that Orlando Telephone Company had no terminating access rates on file with the FCC at the time of execution of the interconnection agreement?

POSITION ON ISSUE 2 - None.

ISSUE 3 (a) - Does the interconnection agreement between Orlando Telephone Company (OTC) and Sprint govern the compensation relationship between OTC and Sprint?

POSITION ON ISSUE 3(a) - Yes.

ISSUE 3 (b) - If so, what should be the terminating access rate that Sprint is required to use to compute payments to OTC for termination of interstate long distance calls through Remote Call Forwarding, during the

period of February 1998 through November 1998?

POSITION ON ISSUE 3(b) - The terminating access rate of OTC, as provided by Section IV, D, 2 of the interconnection agreement between the parties.

ISSUE 4 - Does a "bona fide" dispute pursuant to section XVI.B.a. at page 35 of the Agreement exist between Sprint and OTC?

POSITION ON ISSUE 4 - Yes.

ISSUE 5 - What relief, if any, is OTC entitled to?

POSITION ON ISSUE 5 - OTC is entitled to receive payment from Sprint for 3,526,908 terminating MOUs at the terminating interstate tariffed access rate of OTC of \$ 0.082916 per MOU less \$59,814.74 already paid, for a total payment of \$232,622.36, plus interest.

- g) There have been no facts formally stipulated by the parties, but based on the pleadings, there is no disagreement that the number of MOUs for the period in question is 3,526,908 and the amount paid OTC by Sprint for interstate terminating access is \$59,814.74.
- h) There are no pending motions or other matters OTC seeks action on other than receipt of payment of one half of the disputed amount of \$116,311.18, ordered to be paid by Order No. PSC-99-2307-PCO-TP, issued November 30, 1999.
- i) There are no requirements of Order No. PSC- 99-1803-PCO-TP that OTC can not comply with.

RESPECTFULLY SUBMITTED this 6th day of December 1999.



David B. Erwin, Attorney
for Orlando Telephone Company
127 Riversink Road
Crawfordville, Florida 32327

CERTIFICATE OF SERVICE
DOCKET NO. 990884-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing Prehearing Statement was served by U. S. Mail or hand delivered to the following this 6th day of December, 1999:

Diana Caldwell
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Charles J. Rehwinkel
Sprint-Florida, Incorporated
P. O. Box 2214
MC FLTLHO0107
Tallahassee, Florida 32301-2214



David B. Erwin