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ORIGINAL

December 1, 2000

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

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RECORDS AND REPORTING

Re: Docket No. 000828-TP (Sprint Arbitration)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s (1) Rebuttal Testimony of John Ruscilli, (2) Rebuttal Testimony of Keith Milner, and (3) BellSouth's Pre-Hearing Statement, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

E. Earl Edenfield Jr.

E. Earl Edenfield Jr.

(2)

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Ruscilli *Milner*
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15392 DEC-18 15393 DEC-18

Prehearing
DOCUMENT NUMBER-DATE

15394 DEC-18

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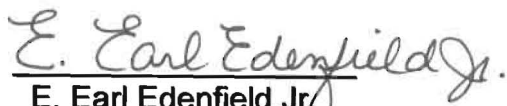
CERTIFICATE OF SERVICE
Docket No. 000828-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on
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E. Earl Edenfield Jr.
(2)

ORIGINAL

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF JOHN A. RUSCILLI
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 000828 - TP
5 DECEMBER 1, 2000

6
7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
8 TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR
9 BUSINESS ADDRESS.

10
11 A. My name is John Ruscilli. I am employed by BellSouth as Senior Director for
12 State Regulatory for the nine-state BellSouth region. My business address is
13 675 West Peachtree Street, Atlanta, Georgia 30375.

14
15 Q. ARE YOU THE SAME JOHN RUSCILLI WHO FILED DIRECT
16 TESTIMONY IN THIS DOCKET ON NOVEMBER 1, 2000?

17
18 A. I am.

19
20 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED
21 TODAY?

22
23 A. My testimony rebuts the testimony filed on November 1, 2000 by Sprint's
24 witnesses Mr. Michael R. Hunsucker, Mr. James A. Lenihan, Dr. David T.
25 Rearden, Mr. Mark G. Felton, Ms. Angela Oliver, and Ms. Melissa L. Closz.

1 Specifically, I will rebut Issue Nos. 3, 4, 6-8, 10-12, 23, and 26-29.

2

3 ***Issue No. 1: In the event that a provision of this Agreement or an***
4 ***Attachment thereto, and a BellSouth tariff provision cannot be reasonably***
5 ***construed to avoid conflict, should the provision contained in this Agreement***
6 ***prevail?***

7

8 Q. WHAT IS YOUR UNDERSTANDING AS TO THE STATUS OF ISSUE
9 NO. 1?

10

11 A. BellSouth understands that this issue has been settled and, therefore, requests
12 the Commission to approve the following language agreed to by the parties:

13 19.7 Nothing in this Agreement shall preclude Sprint from
14 purchasing any services or facilities under any applicable and
15 effective BellSouth tariff. Each party hereby incorporates by
16 reference those provisions of its tariffs that govern the provision
17 of any of the services or facilities provided hereunder. In the
18 event of a conflict between a provision of the Agreement and a
19 provision of an applicable tariff, the parties agree to negotiate in
20 good faith to attempt to reconcile and resolve such conflict. If
21 any provision of the Agreement and an applicable tariff cannot
22 be reasonably construed or interpreted to avoid conflict, and the
23 parties cannot resolve such conflict through negotiation, such
24 conflict shall be resolved as follows:

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19.7.1 Unless otherwise provided herein, if the service

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or facility is ordered from the tariff, the terms and conditions of the tariff shall prevail.

19.7.2 If the service is ordered from this Agreement (other than resale), and the Agreement expressly references a term, condition or rate of a tariff, such term, condition or rate of the tariff shall prevail.

19.7.3 If the service is ordered from this Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff and any terms and conditions of the Agreement, the terms and conditions of this Agreement shall prevail.

19.7.4 If the service is a resale service, the terms and conditions of the Agreement shall prevail.

Issue No. 3: Should BellSouth make its Custom Calling features available for resale on a stand-alone basis?

Q. MR. FELTON STATES ON PAGE 8 OF HIS TESTIMONY, “BELLSOUTH SEEKS TO PLACE UPON SPRINT THIS SAME LIMITATION, WHICH IS INTENDED FOR SUBSCRIBERS WHO ARE NOT TELECOMMUNICATIONS CARRIERS.” PLEASE COMMENT.

1 A. BellSouth is not trying to restrict Sprint from reselling any retail service being
2 offered to BellSouth's end-users. As I stated at page 7 of my direct testimony,
3 BellSouth does not offer stand-alone Custom Calling features to end-users,
4 therefore, BellSouth is not required to offer Sprint the services that it is
5 requesting. Even Sprint recognizes, on page 9 of Mr. Felton's testimony, "that
6 Custom Calling Services are optional telecommunication services that simply
7 provide additional functionality to basic telecommunications services."
8 (Emphasis added.)

9
10 Mr. Felton continues his argument, noting that BellSouth advertises its Custom
11 Calling Services as "optional" services. Although this is true, BellSouth does
12 not advertise that these services can be purchased without first having basic
13 local service. Again, BellSouth is not restricting Sprint from buying a service
14 that BellSouth offers to its end-users; stand alone Custom Calling Services are
15 not offered to BellSouth's end-users.

16
17 Q. BEGINNING ON PAGE 10, MR. FELTON DISCUSSES SOME OF THE
18 REASONS THAT SPRINT WANTS BELLSOUTH'S CUSTOM CALLING
19 SERVICES ON A STAND-ALONE BASIS. PLEASE COMMENT.

20
21 A. Mr. Felton gives one specific example of an offering that Sprint has developed
22 that requires Custom Calling Services – unified voice messaging. BellSouth is
23 only required to provide ALECs services for resale, when they are available,
24 for the development of local telecommunications competition. It appears to
25 BellSouth that Sprint is trying to become most anything except a provider of

1 local service in BellSouth's Florida serving area. In this issue, Sprint is asking
2 to be allowed to reap the benefits of being a local carrier (i.e., purchase Custom
3 Calling Services from BellSouth at wholesale rates for resale) without even
4 being the provider of an end-user's local service.

5

6 Q. ALTHOUGH NOT OBLIGATED TO DO SO, IS BELLSOUTH WILLING
7 TO CONSIDER SPRINT'S REQUEST FOR CUSTOM CALLING
8 SERVICES ON A STAND-ALONE BASIS?

9

10 A. BellSouth is currently considering Sprint's request; however, it is a complex
11 issue to address. Because of the questions involved, BellSouth would prefer
12 this issue be handled via the BFR process rather than through this arbitration.
13 Nonetheless, the first question to be answered is whether or not the request is
14 technically feasible. The second question is what will it cost.

15

16 If BellSouth determines that Sprint's request is feasible, Sprint must be willing
17 to pay for the implementation. BellSouth would also need sufficient time to
18 develop the methods and procedures and complete the actual implementation.

19

20 Q. WHAT IS BELLSOUTH ASKING THIS COMMISSION TO DO WITH
21 REGARD TO ISSUE NO. 3?

22

23 A. BellSouth requests the Commission to confirm the FCC's rules and deny
24 Sprint's request to require BellSouth to make stand-alone Custom Calling
25 Services, that are not available on a stand-alone basis to its end-users, available

1 to Sprint for resale. Further, in the event that BellSouth determines that it is
2 technically feasible to do what Sprint is asking, BellSouth requests that the
3 Commission require Sprint to pay for the implementation of the service Sprint
4 is requesting.

5

6 ***Issue No. 4: Pursuant to Federal Communications Commission ('FCC')***

7 ***Rule 51.315(b), should BellSouth be required to provide Sprint at TELRIC***
8 ***rates combinations of UNEs that BellSouth typically combines for its own***
9 ***retail customers, whether or not the specific UNEs have already been***
10 ***combined for the specific end-user customer in question at the time Sprint***
11 ***places its order?***

12

13 ***Issue No. 6: Should BellSouth be required to universally provide access to EELs***
14 ***that it ordinarily and typically combines in its network?***

15

16 ***Issue No. 7: In situations where an ALEC's end-user customer is served via***
17 ***unbundled switching and is located in density zone 1 in one of the top fifty***
18 ***Metropolitan Statistical Areas ('MSAs') and who currently has three lines***
19 ***or less, adds additional lines, should BellSouth be able to charge market-***
20 ***based rates for all of the customer's lines?***

21

22 Q. ON PAGES 5 – 8 OF HIS TESTIMONY, MR. HUNSUCKER DISCUSSES
23 SPRINT'S INTERPRETATION OF WHAT UNEs BELLSOUTH MUST
24 PROVIDE TO SPRINT AT TELRIC RATES. HE GOES SO FAR AS TO
25 STATE THAT "THE STANDARD THAT THE COMMISSION SHOULD

1 EMPLOY IS ONE OF COMPARABILITY BETWEEN AN ILEC RETAIL
2 PRODUCT AND THE UNE COMBINATION REQUESTED BY A
3 PARTICULAR CARRIER.” PLEASE COMMENT.

4

5 A. Although Mr. Hunsucker refers to a number of FCC rules in his discussion, he
6 also omits some very significant rulings with regard to the issue of UNE
7 combinations. In the “UNE Remand Order”, the FCC concluded that BellSouth
8 has no obligation to combine UNEs. The FCC declined to adopt a definition of
9 “currently combines” that would include all elements “typically combined” in
10 the incumbent’s network, which is exactly what Sprint is requesting. The
11 Eighth Circuit vacated the FCC Rules, Section 51.315(c)-(f) that purported to
12 require incumbent LECs to combine unbundled network elements, and those
13 rules were neither appealed, nor reinstated by the Supreme Court. On July 18,
14 2000, the Eighth Circuit ruled that an ILEC is not obligated to combine UNEs,
15 and it reaffirmed that the FCC’s Rules 51.315(c)-(f) remain vacated. As I
16 stated in my direct testimony, referring to Section 251(c)(3) of the Act that
17 requires ILECs to provide UNEs in a manner that allows requesting carriers to
18 combine such telecommunications services, the Eighth Circuit stated: “[h]ere
19 Congress has directly spoken on the issue of who shall combine previously
20 uncombined network elements. It is the requesting carriers who shall
21 ‘combine such elements.’ It is not the duty of the ILECs to ‘perform the
22 functions necessary to combine unbundled network elements in any manner’ as
23 required by the FCC’s rule.” Sprint appears to be trying to rewrite the rules to
24 serve its own purpose.

25

1 Q. PLEASE COMMENT ON MR. HUNSUCKER’S STATEMENT, ON PAGE
2 10, THAT “ILECs SHOULD BE REQUIRED TO PROVISION EELs” ON A
3 UNIVERSAL BASIS.

4

5 A. Again, Sprint is attempting to rewrite the FCC’s rules – rules that leave very
6 little room for interpretation. The FCC rules require BellSouth to combine loop
7 and transport UNEs (“Enhanced Extended Links” or “EELs”), in a specific
8 geographic area, in order to avail itself of the FCC’s exemption from providing
9 access to unbundled local switching to serve customers with four or more lines
10 in Density Zone 1 in the top 50 MSAs.

11

12 Since BellSouth has elected to be exempted from providing access to
13 unbundled local switching to serve the Miami, Orlando, and Ft. Lauderdale
14 MSAs, BellSouth will provision EELs in those geographic areas where such
15 exemption applies. The FCC also requires that these combinations be provided
16 at cost-based rates. BellSouth will combine loop and transport UNEs at such
17 rates, in compliance with the FCC’s UNE Remand Order, in order to take
18 advantage of the local circuit switching exemption. Beyond this limited
19 exception dictated by the FCC, BellSouth is under no obligation to physically
20 combine network elements, where such elements, in fact, are not combined.

21

22 Further, BellSouth finds it reasonable that if the FCC had intended for the
23 provision of EELs to be universally mandatory, the FCC would have stated as
24 such. If ILECs were required to universally provide EELs, there would be no
25 need for the ILECs to make a choice with regard to the FCC’s limited

1 exemption from providing access to unbundled local switching. There would
2 be no reason for the FCC to offer ILECs any exemption as an incentive.

3

4 Q. HAS THIS COMMISSION ADDRESSED THE ISSUE OF “CURRENTLY
5 COMBINES” AND/OR THE PROVISION OF EELs?

6

7 A. Yes. In the Intermedia/BellSouth Arbitration proceeding, Order No. PSC-00-
8 1519-FOF-TP, dated August 22, 2000, the Commission stated, “the
9 appropriate definition of ‘currently combines’ pursuant to FCC Rule 51.315(b)
10 is currently pending before the Eighth Circuit Court. Until the Eighth Circuit
11 Court renders its decision, where combinations are in fact already combined
12 and existing within BellSouth’s network, we find, at a minimum, that
13 BellSouth shall be required to make those combinations available...in the
14 combined format UNE rates.” Further, in its discussion of EELs, Section VII
15 of the same Order, “...at this time incumbent LECs are not required to
16 combine network elements for other telecommunications carriers.” And
17 specifically with respect to EELs, “[T]herefore, per FCC Order No. 99-238,
18 BellSouth shall be required to provide access only to EELs that are ‘currently
19 combined’ within its network at UNE rates.”

20

21 Q. DO YOU AGREE WITH MR. FELTON’S CONTENTION, ON PAGES 18
22 AND 19, THAT WHEN A CUSTOMER WITH THREE LINES INCREASES
23 HIS SERVICE TO FOUR OR MORE LINES, BELL SOUTH IS STILL
24 OBLIGATED TO PROVIDE ACCESS TO UNBUNDLED LOCAL
25 CIRCUIT SWITCHING FOR THE FIRST THREE LINES.

1 A. Absolutely not. Sprint also is apparently trying to rewrite the FCC's rules with
2 regard to this portion of the exemption for unbundling local circuit switching.
3 BellSouth, in certain geographic areas, is not required to unbundle local
4 switching for customers having four or more lines. Sprint asserts that even in
5 such areas, BellSouth should not be allowed to charge negotiated rates for the
6 first three lines of an existing customer that adds additional lines.

7
8 The FCC drew a clear distinction between competition in the mass market
9 (customers having less than four lines) and competition in the medium and
10 large business market (customers with four or more lines). After an exhaustive
11 analysis, the FCC determined that an ALEC would not be impaired without
12 access to unbundled local switching when serving a customer with four or
13 more lines in Density Zone 1 in a top 50 MSA. No reading of the FCC's
14 discussion on this issue, or of its rule, indicates that, for a customer with four
15 or more lines, the ILEC must provide the ALEC with access to unbundled
16 local switching for the first three lines. Indeed, such a reading defies logic,
17 given the FCC's distinction between the mass market and the medium and
18 large business market. If an end user has four or more lines, the end user is in
19 the medium or the large business market. The end user is not in the mass
20 market for the first three lines and then in the medium business market with
21 regard to the fourth line. That is just a nonsensical conclusion and cannot be
22 sustained.

23
24 Although I am not a negotiator, I can say that if Sprint prefers for BellSouth to
25 continue to provide local switching to the customer for lines one through three

1 - or even for the rest of the customer's lines, BellSouth is willing to negotiate
2 such an arrangement and the associated pricing. Such an arrangement,
3 however, would not be subject to Section 251 arbitration, nor would the
4 pricing be subject to the Act's pricing standards.

5

6 Q. PLEASE COMMENT ON SPRINT'S CONTENTION THAT THE FCC'S
7 FOUR LINE CUT-OFF IS INAPPROPRIATE.

8

9 A. BellSouth understands that Sprint has withdrawn from this proceeding its
10 proposal that rather than the four-line cut-off determined by the FCC, that this
11 Commission should find that 40 lines would be a more appropriate cut-off.
12 BellSouth reserves its right to rebut this proposal should Sprint include
13 additional testimony with regard to this proposal.

14

15 Q. DOES BELLSOUTH AGREE WITH SPRINT'S PROPOSED LANGUAGE
16 WITH RESPECT TO BELLSOUTH'S OBLIGATION TO OFFER
17 UNBUNDLED LOCAL CIRCUIT SWITCHING, AS SET FORTH BY MR.
18 FELTON, ON PAGE 21 OF HIS TESTIMONY?

19

20 A. No. BellSouth requests this Commission to reject Sprint's proposed language.
21 ALECs are not impaired without access to unbundled local switching when
22 serving customers with four or more lines in Density Zone 1 in the top 50
23 MSAs. Consequently, ALECs are not entitled to unbundled switching in these
24 areas for any of an end user's lines when the end user has four or more lines in
25 the relevant geographic area, as long as BellSouth will provide the ALEC with

1 EELs.

2

3 Further, BellSouth requests the Commission to adopt the following language:

4 Notwithstanding BellSouth's general duty to unbundle local circuit
5 switching, BellSouth shall not be required to unbundle local circuit
6 switching for Sprint when Sprint serves end-users with four (4) or more
7 voice-grade (DS-0) equivalents or lines in locations served by
8 BellSouth's local circuit switches and BellSouth has provided non-
9 discriminatory cost based access to the Enhanced Extended Link (EEL)
10 though out Density Zone 1 as determined by NECA Tariff No. 4 as in
11 effect on January 1, 1999.

12

13 ***Issue No. 5: Should the Commission require BellSouth to provide access to packet***
14 ***switching UNEs under the circumstances specified in the FCC's UNE***
15 ***Remand Order on a location- or customer-specific basis?***

16

17 Q. PLEASE COMMENT ON MR. FELTON'S DISCUSSION OF ISSUE 5, ON
18 PAGES 14 – 17.

19

20 A. BellSouth understands that this issue has been settled. BellSouth believes that
21 the clarification requested by Sprint, with regard to BellSouth's responsibility
22 to offer packet switching is covered in the following language, agreed to by the
23 parties, which the Commission is requested to adopt:

24

25

- 1 12.3 BellSouth shall be required to provide nondiscriminatory access
2 to unbundled packet switching capability only where each of the
3 following conditions are satisfied:
- 4 12.3.1 BellSouth has deployed digital loop carrier systems, including
5 but not limited to, integrated digital loop carrier or universal
6 digital loop carrier systems; or has deployed any other system in
7 which fiber optic facilities replace copper facilities in the
8 distribution section (e.g., end office to remote terminal, pedestal
9 or environmentally controlled vault);
- 10 12.3.2 There are no spare copper loops capable of supporting the
11 xDSL services Sprint seeks to offer;
- 12 12.3.3 BellSouth has not permitted Sprint to deploy a Digital
13 Subscriber Line Access Multiplexer at the remote terminal,
14 pedestal or environmentally controlled vault or other
15 interconnection point, nor has Sprint been permitted to obtain a
16 virtual collocation arrangement at these subloop interconnection
17 points as defined by 47 C.F.R. § 51.319 (b); and,
- 18 12.3.4 BellSouth has deployed packet switching capability for its own
19 use.
- 20 12.4 BellSouth will determine whether packet switching will be
21 available as a UNE on a remote terminal by remote terminal
22 basis.

23

24 ***Issue No. 8: Should BellSouth be able to designate the network Point of***
25 ***Interconnection(‘POI’) for delivery of BellSouth’s local traffic?***

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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?

Q. ON PAGE 5 OF MS. CLOSZ’S TESTIMONY, SPRINT STATES BELLSOUTH’S POSITION ON THIS ISSUE TO BE “THAT IT (BELLSOUTH) SHOULD HAVE THE ABILITY TO DESIGNATE THE POI(S) FOR THE DELIVERY OF ITS LOCAL TRAFFIC TO SPRINT.” IS THIS CORRECT?

A. Yes, BellSouth should have the ability to designate the POI for the delivery of its originated local traffic. In addition, BellSouth should be allowed to designate a Virtual Point of Interconnection (“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. Ms. Closz, however, has neglected to even discuss the real issue with regard to designating a POI or a VPOI. That issue is: Sprint would 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 from the local calling area

1 where Sprint has established its POI, where Sprint has assigned an NPA/NXX)
2 to the POI designated by Sprint.

3

4 Q. ON PAGE 6 OF MS. CLOSZ'S TESTIMONY, SPRINT TALKS ABOUT
5 ESTABLISHING THE POINT OF INTERCONNECTION "SO AS TO
6 LOWER ITS COSTS". PLEASE COMMENT.

7

8 A. BellSouth agrees that Sprint can choose its own POI for Sprint's originating
9 traffic, wherever and however Sprint deems most efficient. BellSouth would
10 certainly expect Sprint to establish its POI "so as to lower its costs" and
11 presumably, Sprint has chosen its particular network arrangement because it is
12 cheaper for Sprint. Lower costs, however, are not the only consideration when
13 establishing a POI. The FCC has issued several rulings with regard to
14 establishing a point of interconnection, and the costs associated with
15 interconnection. Not one of these rulings has stated that the only consideration
16 for establishing the POI is lower costs for an ALEC. In fact, as discussed on
17 page 38 of my direct testimony in this proceeding, "[I]n its First Report and
18 Order in Docket No. 96-98, the FCC states that the ALEC must bear the
19 additional costs caused by an ALEC's chosen form of interconnection." It is
20 not appropriate for Sprint to lower its costs by having BellSouth's customers
21 bear substantially increased costs that Sprint causes by its network design.

22

23 Q. ON PAGE 6, MS. CLOSZ ALSO STATES "BELLSOUTH MAY WISH TO
24 DESIGNATE ITS END OFFICES AS THE POINTS OF

25

1 INTERCONNECTION FOR TRAFFIC IT ORIGINATES.” PLEASE
2 COMMENT.

3

4 A. I know of no reason for Sprint to believe that BellSouth would consider forcing
5 “Sprint to build facilities to each BellSouth end office”, because as far as I am
6 aware, BellSouth has never suggested this in any negotiations with Sprint.
7 BellSouth certainly is not attempting to force Sprint to build facilities
8 throughout the LATA (or to “potentially decrease the entrant’s network
9 efficiencies” Cloz at p.7), as Sprint states. BellSouth does not require Sprint
10 to duplicate BellSouth’s network architecture. Sprint can configure its network
11 in whatever manner it chooses. The issue here is not, however, how Sprint
12 configures its network, but whether BellSouth will be compensated for hauling
13 Sprint’s traffic from one local calling area to another. Plainly, BellSouth is
14 entitled to compensation for this service.

15

16 Q. DOES SPRINT’S PROPOSAL WITH REGARD TO DESIGNATING THE
17 POI ENCOURAGE COMPETITION IN THE LOCAL
18 TELECOMMUNICATIONS MARKET?

19

20 A. No. As with several other of Sprint’s proposals, this does not encourage
21 competition in the local telecommunications market. In fact, this does little
22 more than shift costs from Sprint to BellSouth and BellSouth’s customers.
23 Instead of encouraging competition, Sprint is asking BellSouth’s customers to
24 subsidize Sprint’s network. Competition is supposed to reduce costs to
25 customers, not increase them, regardless of whose customers they are.

1 Competition certainly is not an excuse for enabling a carrier to pass increased
2 costs that it causes to customers it does not even serve.

3

4 Q. WHAT DOES BELLSOUTH ASK THIS COMMISSION TO DO WITH
5 RESPECT TO ISSUES 8 AND 29?

6

7 A. BellSouth requests that the Commission require Sprint to bear the cost of
8 hauling local calls outside BellSouth's local calling areas. Importantly, Sprint
9 should not be permitted to avoid this cost by any of the principles or concepts
10 that Sprint is proposing. Nor should Sprint be permitted to collect reciprocal
11 compensation for facilities that haul local traffic outside of the local calling
12 area.

13

14 Further, BellSouth requests that the Commission adopt the following
15 BellSouth proposed agreement language:

16

17 2.7.1 Pursuant to the provisions of this Attachment, each Party as an
18 originating Party, may establish Points of Interconnection for
19 the delivery of its originated Local and IntraLATA toll Traffic
20 to the other Party for call transport and termination by the
21 terminating Party.

22

23 2.7.2 If the Parties mutually agree to utilize two-way interconnection
24 trunking for the exchange for Local and IntraLATA Toll Traffic
25 between each other, the Parties shall mutually agree to the
location of Points of Interconnection.

1 2.7.3 To the extent Sprint assigns Sprint NPA/NXXs to BellSouth
2 rate centers in BellSouth basic local calling areas in which
3 Sprint does not have a Point of Interconnection, and Sprint does
4 not desire to establish a Point of Interconnection in that basic
5 local calling area, Sprint may request and BellSouth shall
6 designate a Virtual Point of Interconnection for such basic local
7 calling area.

8 2.7.4 At a minimum, Sprint shall establish interconnection trunking
9 to BellSouth at a single point within the LATA for the delivery
10 of Local and IntraLATA toll Traffic to BellSouth and for the
11 receipt and/or delivery of Transit Traffic and Switched Access
12 Traffic to and/or from third party carriers served by that tandem.

13
14 ***Issue No. 10: Should Internet Service Provider ('ISP') –bound traffic be treated as***
15 ***local traffic for purposes of reciprocal compensation in the new***
16 ***Sprint/BellSouth interconnection agreement, or should it be otherwise***
17 ***compensated?***

18
19 Q. ON PAGE 4 OF THE TESTIMONY OF DR. REARDEN, SPRINT STATES
20 “BELLSOUTH’S POSITION IS IN DIRECT OPPOSITION TO THE
21 COMMISSION’S RECENT RULINGS ON THIS ISSUE.” DO YOU
22 AGREE?

23
24 A. Although BellSouth’s position on this issue is that ISP-bound traffic is not
25 local traffic eligible for reciprocal compensation, and should not be otherwise

1 compensated, as stated in my direct testimony, BellSouth agrees to apply the
2 Commission's Order in the Intermedia Arbitration proceeding (Order No.
3 PSC-00-1519-FOF-TP, dated August 22, 2000) to this case, as an interim
4 mechanism. BellSouth still contends, however, that this interim mechanism
5 must be subject to true-up, pending an order from the FCC on inter-carrier
6 compensation for ISP-bound traffic.

7

8 Q. ON PAGES 12 AND 13 OF HIS TESTIMONY, DR. REARDEN
9 DISCUSSES "COMPENSATION ARRANGEMENT OR
10 METHODOLOGY" THAT CARRIERS SHOULD EMPLOY TO
11 COMPENSATE EACH OTHER FOR ISP-BOUND TRAFFIC. PLEASE
12 COMMENT.

13

14 A. As stated in my direct testimony, a minute-of-use (MOU) compensation
15 arrangement is not appropriate for inter-carrier compensation. If, however, the
16 Commission determines that such an arrangement is appropriate, the
17 characteristics of ISP calls should be considered. In addition to the
18 Commission findings in the Global Naps/BellSouth arbitration Order No. PSC-
19 00-1680-FPF-TP, other options may be available.

20

21 One such option the Commission could consider would be to calculate a single
22 inter-carrier compensation rate. If the Commission were to select this option,
23 an updated average call duration would be developed using all local minutes
24 and all ISP-bound minutes that would qualify for such compensation. The
25 same set up costs would be used, but these costs would be spread over the

1 updated average duration minutes. If the updated average duration minutes is
2 higher than the average duration minutes in the study used to calculate the
3 current reciprocal compensation rate (which is likely, given that the updated
4 averaged duration minutes will account for the fact that calls to ISPs have
5 higher average duration minutes than local calls), the single inter-carrier
6 compensation rate will be lower than the current reciprocal compensation rate.

7

8 Again, BellSouth is not proposing to apply reciprocal compensation to ISP-
9 bound traffic. This analysis is provided to show only that the previously
10 adopted rates for reciprocal compensation would overstate costs of ISP-bound
11 traffic. If, however, the Commission decides to consider an MOU
12 compensation arrangement, it should carefully develop an updated average call
13 duration that accounts for the fact that the average call duration for calls to
14 ISPs is higher than the average call duration for local calls. The Commission
15 could consider these issues in Docket No. 000075-TP – Investigation into
16 appropriate methods to compensate carriers for exchange of traffic subject to
17 Section 251 of the Telecommunications Act of 1996.

18

19 Q. DO YOU AGREE WITH THE RECIPROCAL COMPENSATION
20 PROPOSAL DR. REARDEN PUTS FORTH ON PAGES 13 – 15 OF HIS
21 TESTIMONY?

22

23 A. No. Sprint proposes what Dr. Rearden refers to as “a refinement” of the
24 reciprocal compensation structure. What Sprint is actually proposing is a
25 bifurcated structure of reciprocal compensation for local calls (which they

1 define as “both voice calls and calls to ISPs”.) Sprint is requesting a change in
2 the reciprocal compensation structure that this Commission has adopted. Such
3 a change is inappropriate in a two-party arbitration.

4
5 Sprint’s proposal asks the Commission to ignore the approved rate structure,
6 and even the Commission’s recent decision in the Global Naps/BellSouth
7 arbitration proceeding, and adopt a more complex structure. It is not apparent
8 that this more complex structure provides significant overall benefit. Until the
9 Commission can examine this arrangement in full, including implementation
10 and marketplace effects, such an approach should not be adopted. Sprint has
11 also requested the FCC to address this issue. Instead of preempting the FCC, it
12 would be appropriate to at least allow the FCC to begin to address this issue.

13
14
15 Q. WHAT IS BELLSOUTH ASKING THIS COMMISSION TO DO WITH
16 REGARD TO SPRINT’S COMPENSATION PROPOSAL?

17
18 A. BellSouth requests that, at least until after the FCC addresses this issue, the
19 Commission deny Sprint’s request. If the Commission should choose to
20 examine Sprint’s reciprocal compensation structure proposal more completely,
21 BellSouth contends that, due to the far-reaching outcome of such a decision, it
22 is more appropriate to resolve this issue as a separate matter, possibly in a
23 generic proceeding. Because the proposal covers more than just inter-carrier
24 compensation for ISP-bound traffic, BellSouth believes that consideration of
25 Sprint's proposal is not appropriate for consideration in the currently open

1 generic ISP docket, Docket No. 000075-TP.

2

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

6

7 Q. PLEASE COMMENT ON THE DISCUSSION IN THE TESTIMONY OF
8 MR. FELTON ON THE TANDEM SWITCHING ISSUE.

9

10 A. On page 24 of Mr. Felton's testimony, Sprint quotes ¶1090 of the FCC's First
11 Report and Order in CC Docket No. 96-98. In part the quote states, "[w]here
12 the interconnecting carrier's switch serves a geographic area comparable to
13 that served by the incumbent LEC's tandem switch..." (Emphasis added.)
14 BellSouth agrees emphatically with Mr. Felton's next statement: "The meaning
15 of this paragraph and associated rule is abundantly clear and in need of no
16 interpretation." BellSouth, however, does not agree with Sprint's
17 interpretation. The FCC is very clear when it states that where the ALEC's
18 switch serves a comparable area. It does not say "that its switch(es) are
19 capable of serving" as Sprint says on page 25, that it is willing to self-certify.

20

21 Q. EVEN IF GEOGRAPHIC AREA WERE THE ONLY TEST IN THE
22 TANDEM SWITCHING ISSUE, SHOULD SPRINT BE ALLOWED TO
23 "SELF-CERTIFY" THAT ITS SWITCH(ES) SERVE A COMPARABLE
24 AREA TO THE BELL SOUTH TANDEM?

25

1 A. No. The determination of the application of the tandem switching rate element
2 should be based on the evidence presented by each carrier, and Sprint offers
3 absolutely no evidence to demonstrate that its switch covers an area
4 comparable to BellSouth's tandem switches.

5

6 Q. ON PAGE 24, MR. FELTON SUGGESTS THAT SWITCH
7 FUNCTIONALITY IS NOT A REQUIREMENT IN ORDER TO ENTITLE
8 AN ALEC TO CHARGE THE TANDEM SWITCHING
9 INTERCONNECTION RATE. DO YOU AGREE?

10

11 A. No. Mr. Felton states that ¶1090 if the FCC's First Report and Order does "not
12 require that the ALEC switch perform a specific functionality to entitle the
13 ALEC to charge the tandem switching interconnection rate as long as the
14 switch serves a comparable geographic area." Mr. Felton conveniently, and
15 incorrectly, omits an earlier portion of ¶1090. In the earlier part of the
16 paragraph, the FCC states: "We, therefore, conclude that states may establish
17 transport and termination rates in the arbitration process that vary according to
18 whether the traffic is routed through a tandem switch or directly to the end-
19 office switch. In such event, states shall also consider whether new
20 technologies (e.g., fiber ring or wireless networks) perform functions similar to
21 those performed by an incumbent LEC's tandem switch. . ." (Emphasis added.)
22 This should leave no doubt that, in addition to geographic coverage, there is
23 also a functionality requirement.

24

25

1 Q. HAS THE COMMISSION PREVIOUSLY RULED ON THIS ISSUE?

2

3 A. Yes. In its Order No. PSC-00-0128-FOF-TP in Docket No. 990691-TP,
4 ICG/BellSouth Arbitration, the Commission said “[I]n addition, since tandem
5 switching is described by both parties as performing the function of
6 transferring telecommunications between two trunks as an intermediate switch
7 or connection, we do not believe this function will or can be performed by
8 ICG’s single switch. As a result, we cannot at this time require that ICG be
9 compensated for the tandem element of termination.”

10

11 More recently, in its Decision in Order No. PSC-00-1519-FOF-TP in Docket
12 No. 991854-TP, Intermedia/BellSouth Arbitration, issued on August 22, 2000,
13 the Commission stated, “[I]n evaluating this issue, we are presented with two
14 criteria set forth in FCC 96-325, ¶1090, for determining whether symmetrical
15 reciprocal compensation at the tandem rate is appropriate, similar functionality
16 and comparable geographic areas.” (Emphasis added.) Further, on page 14 of
17 that Order, the Commission refers to “evidence of record insufficient to
18 determine if the second, geographic criterion is met.” Also, “neither do we
19 find sufficient evidence in the record indicating that Intermedia’s switch is
20 performing similar functions to that of a tandem switch.” (Emphasis added in
21 both quotes.)

22

23 Q. DOES BELLSOUTH AGREE WITH THE ACTION BEING REQUESTED
24 BY SPRINT?

25

1 A. No. It seems obvious that what Sprint is requesting is not appropriate.
2 BellSouth requests that the Commission determine that Sprint is only entitled,
3 where it provides local switching, to the end office switching rate. BellSouth
4 is not disputing Sprint's right to compensation at the tandem rate where the
5 facts support such a conclusion. In this proceeding, however, Sprint is seeking
6 a decision that allows it to be compensated for functionality it has not shown
7 that it provides. Further, BellSouth requests that the Commission adopt
8 BellSouth's proposed agreement language:

9 5.1.2 The Parties shall provide for the mutual and reciprocal
10 recovery of the costs for the elemental functions performed in
11 transporting and terminating Local Traffic on each other's
12 network pursuant to 47 CFR §51.701, 47 CFR §711(a) and
13 Paragraph 1090 of the FCC First Report and Order (96-325).
14 Charges for transport and termination of calls on the Parties'
15 respective networks are as set forth in Exhibit A to this
16 Attachment.
17

18 ***Issue No. 12: Should voice-over-Internet ('IP Telephony') traffic be included in the***
19 ***definition of 'Switched Access Traffic'?***

20
21 Q. DOES BELLSOUTH AGREE WITH SPRINT THAT THE TREATMENT OF
22 IP TELEPHONY IS BEYOND THE SCOPE OF THIS ARBITRATION
23 PROCEEDING, AND THAT THE INTERCONNECTION AGREEMENT
24 REMAIN SILENT ON THE ISSUE?
25

1 A. BellSouth requests that the Commission defer its decision on whether IP
2 telephony is switched access until the FCC makes a decision on the interstate
3 issue. BellSouth, however, also requests the Commission to find, on this issue,
4 that regardless of the FCC's decision on switched access, that reciprocal
5 compensation is **not** due, under any circumstance, for non-local IP telephony
6 transmitted traffic.

7
8 Access charges, not reciprocal compensation, apply to long distance
9 telecommunications. As with the issue of reciprocal compensation for ISP-
10 bound traffic, the IP Telephony issue is one that primarily should be addressed
11 by the FCC. Although IP Telephony should not be an issue in an arbitration of
12 a local interconnection agreement, this Commission can address the questions
13 regarding intrastate, interLATA, and local traffic. Further, BellSouth requests
14 if the Commission determines that it must decide on contract language at this
15 time, BellSouth requests that this Commission adopt the Agreement language
16 found in my direct testimony.

17
18 ***Issue No. 23: Should the Agreement contain a provision stating that if BellSouth***
19 ***has provided its affiliate preferential treatment for products or services as***
20 ***compared to the provision of those same products or services to Sprint, then***
21 ***the applicable standard (i.e., benchmark or parity) will be replaced for that***
22 ***month with the level of service provided to the BellSouth affiliate?***

23
24
25

1 Q. MR. LENIHAN, BEGINNING ON PAGE 2, DISCUSSES SPRINT'S
2 POSITION ON TREATMENT OF AFFILIATE WITH RESPECT TO
3 PERFORMANCE MEASURES. PLEASE COMMENT.

4
5 A. Sprint's position is that "if BellSouth has provided its affiliate preferential
6 treatment for products and services as compared to provision of those same
7 products and services provided to any alternative local exchange carrier
8 ('ALEC'), then the standard, either parity with retail operations or a pre-
9 established benchmark, should be replaced for that month with the superior
10 level of service provided to the BellSouth affiliate." (Lenihan, p.3)

11
12 First, with respect to benchmarks, as stated in my direct testimony, Sprint's
13 proposal is irrelevant. A benchmark is a benchmark-a predetermined level. It
14 does not change from month to month. With benchmarks, the only relevant test
15 is whether the required level is met. What Sprint is asking would be similar to
16 asking for the benchmark to be moved to reflect the month's average, every
17 month. This defeats the purpose of setting a benchmark.

18
19 Although at present a moot point, Sprint's proposal to use BellSouth's ALEC
20 performance, if it is better than what BellSouth provides to its retail customers
21 in any one month, is also inappropriate. Parity for BellSouth's performance is
22 measured in comparison to its retail operations, not in comparison to its ALEC.
23 If Sprint considers parity for BellSouth's performance to be a comparison to
24 the BellSouth ALEC, is Sprint also proposing to use the ALEC's results if they
25 are worse than BellSouth's performance to its retail customers? I would doubt

1 that. BellSouth's measurement of parity should be applied to its ALEC, just
2 like any other ALEC. The appropriate test, as discussed in the FCC's Order
3 approving Bell Atlantic's New York 271 application, is developed based upon
4 BellSouth's retail operations, not based on its ALEC.

5

6 The Commission has access to BellSouth's performance measurements, and
7 can determine if BellSouth is giving preferential treatment to its ALEC. If this
8 were to be the case, the Commission could then decide if it is appropriate to
9 take action to prevent such treatment. Further, as pointed out in my direct
10 testimony, Sprint's proposal is hypothetical at best. BellSouth's ALEC is not
11 providing local telecommunications service in the BellSouth serving area in
12 Florida.

13

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

17

18 ***Issue 27: Should BellSouth be required to apply a statistical methodology to***
19 ***theSQM performance measures provided to Sprint?***

20

21 Q. ON PAGE 9 OF HIS TESTIMONY, MR. LENIHAN STATES "SPRINT
22 MUST HAVE A READILY AVAILABLE ADEQUATE PERFORMANCE
23 MEASUREMENTS PLAN AND ASSOCIATED PENALTIES." DO YOU
24 AGREE?

25

1 A. No. BellSouth agrees that it has an obligation to provide parity service to
2 Sprint, as well all other ALECs operating in the BellSouth service area.
3 Neither performance measures nor penalties, however, are necessary to ensure
4 that BellSouth fulfills that obligation.

5
6 The FCC has never indicated that enforcement mechanisms and penalties are
7 either necessary or required to ensure that BellSouth meets its obligations
8 under Section 251 of the Act. Enforcement mechanisms are not a part of the
9 FCC's Local Competition Order. They are not a requirement for 271 relief.
10 The FCC only looked at enforcement mechanisms as part of its public interest
11 analysis in the review of Bell Atlantic's Section 271 Application. The FCC
12 views enforcement mechanisms and penalties as additional incentive to ensure
13 that an ILEC continues to comply with the competitive checklist after
14 interLATA relief is granted.

15

16 Q. HOW DOES MR. LENIHAN'S TESTIMONY RELATE TO ISSUE NO. 27?

17

18 A. Issue No. 27 is requesting the merger of two separate, mutually exclusive,
19 plans. BellSouth's SQM or Performance Measurements Plan does not include
20 the proposed VSEEM III. The statistical information being requested by
21 Sprint is part and parcel of VSEEM III, not BellSouth's SQM. BellSouth has
22 withdrawn its VSEEM III plan from the negotiations with Sprint, and Sprint is
23 therefore not entitled to the information that is being requested.

24

25

1 Q. WHAT IS BELLSOUTH REQUESTING OF THIS COMMISSION?

2

3 A. BellSouth has withdrawn its VSEEM III plan from the negotiation process
4 with Sprint. Sprint has shown no concrete evidence why it “must have a
5 readily available adequate performance measurements plan and associated
6 penalties.” Because performance penalties serve no purpose until after
7 interLATA 271 relief is granted, BellSouth requests the Commission not
8 approve Sprint’s request that the BellSouth VSEEM III proposal take effect
9 prior to BellSouth receiving interLATA authority. BellSouth further requests
10 that the Commission rule that Sprint is not entitled to the statistical
11 methodology of a plan that is not being offered to them.

12

13 ***Issue 28a: Should BellSouth be required to provide Sprint with two-way trunks***
14 ***upon request?***

15

16 ***Issue 28b: Should BellSouth be required to use those two-way trunks for BellSouth***
17 ***originated traffic?***

18

19 Q. IS BELLSOUTH REQUIRED TO PROVIDE TWO-WAY TRUNKING, AS
20 STATED BY MS. OLIVER?

21

22 A. Yes. BellSouth is required to provide two-way trunking upon request.

23

24 Q. WHAT IS BELLSOUTH’S OBLIGATION WITH REGARD TO THE USE
25 OF TWO-WAY TRUNKING?

1 A. BellSouth's position is that it is only obligated to provide and use two-way
2 local interconnection trunks where traffic volumes are too low to justify one-
3 way trunks. In all other instances, BellSouth is able to use one-way trunks for
4 its traffic if it so chooses. Nonetheless, BellSouth is not opposed to the use of
5 two-way trunks where it makes sense, and the provisioning arrangements and
6 location of the Point of Interconnection can be mutually agreed upon.

7

8 Q. ON PAGE 19 OF HER TESTIMONY, MS. OLIVER REFERS TO
9 EFFICIENCIES IN THE USE OF TWO-WAY TRUNKING. ARE TWO-
10 WAY TRUNKS ALWAYS MORE EFFICIENT THAN ONE-WAY
11 TRUNKS?

12

13 A. No. Two-way trunks may be more efficient than one-way trunks only under
14 some circumstances. Due to busy hour characteristics and balance of traffic,
15 however, two-way trunks are not always the most efficient, as Sprint seems to
16 suggest. For example, trunk groups are engineered based upon the amount of
17 traffic that uses the trunk group during the busiest hour of the day. If the
18 traffic on the trunk group in both directions occurs in the same or similar busy
19 hour, there will be few, if any, savings obtained by using two-way trunks
20 versus one-way trunks. The trunk termination costs will still have to be
21 incurred on the total number of trunks required to accommodate the total two-
22 way traffic in the busy hour. In addition, if the traffic is predominately flowing
23 in one direction, there will be little or no savings in two-way trunks over one-
24 way trunks.

25

1 BellSouth has informed Sprint on several occasions that it is willing to employ
2 two-way trunks consistent with basic two-way trunking principles. However,
3 if there are no efficiencies to be gained, BellSouth is entitled to use one-way
4 trunks for its traffic just as Sprint is entitled to use one-way trunks for its
5 traffic. BellSouth, however, upon request will install two-way trunks.

6

7 Q. CONTRARY TO SPRINT'S PREMISE, WHY SHOULD BELLSOUTH
8 HAVE THE RIGHT TO ESTABLISH ONE-WAY TRUNKS FOR
9 BELLSOUTH ORIGINATED TRAFFIC?

10

11 A. BellSouth should have the flexibility to use one-way trunks for its originated
12 traffic for the following reasons:

13 1. If the majority of traffic exchanged between the companies originates on
14 BellSouth's network, which is usually the case, BellSouth must have the
15 ability to establish direct trunk groups from its end offices to the point of
16 interconnection when traffic volumes dictate. BellSouth must retain the
17 option to utilize one-way trunks if Sprint or another ALEC is
18 uncooperative in establishing direct end office to end office trunks or in
19 providing a sufficient number of two-way trunks (e.g., to remedy blocking
20 situations).

21

22 2. Because two-way trunks carry both companies' originated traffic, requiring
23 two-way trunks raises an issue as to which carrier will determine the
24 Interconnection Point for BellSouth originated traffic. The FCC

25

1 specifically declined to give ALECs such control over BellSouth's internal
2 network costs for handling local traffic originated by BellSouth end users.

3
4 Further, allowing the ALEC to designate the Point of Interconnection for
5 BellSouth originated traffic allows the ALEC to inappropriately increase
6 BellSouth's costs. If an ALEC could require two-way trunks, the ALEC
7 would most likely select a Point of Interconnection very close to its switch,
8 and elect two-way trunks via a tandem switch. In such a case, the ALEC
9 could eliminate the majority of its internal costs by increasing BellSouth's
10 costs of delivering its traffic to the ALEC. The FCC specifically declined
11 to give ALECs this ability.

12
13 3. Two-way trunks involve a variety of complex issues that must be addressed
14 by the parties. For example, two-way trunk installation involves agreement
15 on: 1) the number of trunks required; 2) when trunk augmentation is
16 required; 3) whether to install direct end office to end office trunk groups
17 or tandem trunk groups; 4) whose facilities will be used to transport the
18 two-way trunk groups when both companies have available facilities; 5)
19 where the Point of Interconnection will be located; 6) which company will
20 order and install the trunk group and who will control testing and
21 maintenance of the trunk group; and 7) the method of compensation
22 between the parties for two-way trunks that carry multi-jurisdictional
23 traffic. All of these issues must be resolved between the parties in order to
24 make two-way trunks a viable arrangement.

25

1 Q. AT PAGE 20 OF HER TESTIMONY, MS. OLIVER REFERS TO ¶ 219 OF
2 THE FCC’S LOCAL COMPETITION ORDER TO SUPPORT HER
3 POSITION THAT TWO-WAY TRUNKS ARE REQUIRED. PLEASE
4 COMMENT.

5
6 A. Ms. Oliver attempts to make a case that two-way trunks are required by ¶ 219
7 of the FCC’s Local Competition Order. However, this paragraph does not
8 support Ms. Oliver’s position. Paragraph 219 states in part:

9 We conclude here, however, that where a carrier requesting
10 interconnection pursuant to section 251(c)(2) does not carry a sufficient
11 amount of traffic to justify separate one-way trunks, an incumbent LEC
12 must accommodate two-way trunking upon request where technically
13 feasible. [Emphasis added]

14
15 It is clear that the FCC only requires two-way trunks where technically feasible
16 and where there is not enough traffic to justify one-way trunks. Nonetheless,
17 BellSouth will provide two-way trunks upon request by Sprint. However,
18 BellSouth will only send its traffic over those trunks when traffic volumes
19 between BellSouth and Sprint are insufficient to justify one-way trunks.

20
21 Q. ON PAGE 18, MS. OLIVER STATES THAT “THE PROVISION OF TWO-
22 WAY TRUNKING SHOULD INCORPORATE BOTH ‘TWO-WAY’
23 TRUNKING AND ‘SUPER-GROUP’ INTERCONNECTION TRUNKING
24 AS DEFINED IN THE DRAFT INTERCONNECTION AGREEMENT.”
25 PLEASE COMMENT.

1 A. First, it should be understood that Super-Group interconnection trunking is
2 simply a type of two-way trunking arrangement. Second, Super Group
3 trunking arrangements are included in Attachment 3, Section 2.8.8.2.1, to the
4 proposed interconnection agreement. BellSouth is not sure why Ms. Oliver has
5 expressed concern with regard to Super Groups.

6
7 Q. HOW DOES BELLSOUTH RECOMMEND THE COMMISSION RESOLVE
8 THIS ISSUE?

9
10 A. Based on the preceding discussion, BellSouth requests the Commission to
11 adopt BellSouth's position on this issue and not require BellSouth to use two-
12 way trunking except as required by the FCC. The Commission is requested to
13 adopt the following BellSouth contract language that allows the parties to
14 reach mutual agreement on the use of two-way trunks:

15 2.8.6.2.1 Two-way interconnection trunking may be utilized by the
16 Parties to transport Local and IntraLATA Toll Traffic between
17 Sprint's end office or switch and BellSouth's access tandem or
18 end office. Two-way interconnection trunking may also be
19 used to transport Local Traffic between Sprint's end office or
20 switch and BellSouth's local tandem. Because both Parties'
21 Local and IntraLATA Toll Traffic shall utilize the same two-
22 way trunk group, the Parties shall mutually agree to use this
23 type of interconnection trunking. The Parties shall mutually
24 agree upon the quantity of trunks and provisioning shall be
25 jointly coordinated. Furthermore, the Physical Point(s) of

1 Interconnection for two-way interconnection trunking
2 transporting both Parties' Local and IntraLATA Toll shall be
3 mutually agreed upon. Upon determination that two-way
4 interconnection trunking will be used, Sprint shall order such
5 two-way trunking via the Access Service Request (ASR)
6 process in place for Local Interconnection. Furthermore, the
7 Parties shall jointly review such trunking performance and
8 forecasts on a periodic basis. The Parties' use of two-way
9 interconnection trunking for the transport of Local and
10 IntraLATA Toll Traffic between the Parties does not preclude
11 either Party from establishing additional one-way
12 interconnection trunks within the same local calling area for the
13 delivery of its originated Local and IntraLATA Toll Traffic to
14 the other Party.

15
16 Although included in a different section of the proposed Interconnection
17 Agreement, this language is also proposed for the provision of Super Groups,
18 modified where appropriate to show applicability to Super Groups. The above
19 method has proven effective where BellSouth and other ALECs have
20 addressed the provision of two-way trunks.

21

22 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

23

24 A. Yes.

25