

ORIGINAL



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February 17, 2006

Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

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COMMISSION
CLERK

Re: Dockets Nos. 050119-TP and 050125-TP

CONFIDENTIAL INFORMATION ENCLOSED

Dear Ms. Bayó:

Enclosed for filing in the above referenced dockets is a copy of AT&T's Responses to Staff's First Set of Interrogatories to AT&T Communications of the Southern States, LLC. Attached to the interrogatory responses is a Confidential Attachment A. Attachment A contains information in response to Interrogatories Nos. 7(e) and 7(g). Pursuant to Section 364.183(1), Florida Statutes, AT&T hereby claims that the entire contents of the Confidential Attachment A are confidential and proprietary business information that should be held exempt from public disclosure. Pursuant to Rule 25-22.006(5), Florida Administrative Code, in the attached envelope is one copy of AT&T's Confidential Attachment A with the confidential information highlighted.

If you have any questions, please do not hesitate to contact me at (850) 425-6360.

- CMP 1
- COM _____
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- SGA _____
- SEC 1
- OTH 1 conf records

Thank you for your assistance with this filing.

Sincerely yours,

Tracy W. Hatch

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

01424 FEB 17 06

FPSC-COMMISSION CI FRK

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Joint petition by TDS Telecom d/b/a TDS Telecom/Quincy Telephone; ALLTEL Florida, Inc.; Northeast Florida Telephone Company d/b/a NEFCOM; GTC, Inc. d/b/a GT Com; Smart City Telecommunications, LLC d/b/a Smart City Telecom; ITS Telecommunications Systems, Inc.; and Frontier Communications of the South, LLC ["Joint Petitioners"] objecting to and requesting suspension and cancellation of proposed transit traffic service tariff filed by BellSouth Telecommunications, Inc.

DOCKET NO. 050119-TP

In re: Petition and complaint for suspension and cancellation of Transit Traffic Service Tariff No. FL2004-284 filed by BellSouth Telecommunications, Inc., by AT&T Communications of the Southern States, LLC.

DOCKET NO. 050125-TP

DATED: February 17, 2006

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC'S RESPONSES TO
STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1 - 13)

AT&T Communications of the Southern States, LLC (hereinafter "AT&T"), pursuant to the *Order Establishing Procedure*, Order No. PSC-05-1206-PCO-TP, issued December 6, 2005 (hereinafter "*Procedural Order*"), Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure, submits the following Objections and Responses to Florida Public Service Commission Staff's (hereinafter "FPSC Staff") First Set of Interrogatories to AT&T Communications of the Southern States, LLC. as follows:

GENERAL OBJECTIONS

AT&T makes the following general objections to the FPSC Staff's First Set of Interrogatories to AT&T as follows.

A. AT&T objects to the FPSC Staff's First Set of Interrogatories to AT&T to the extent that the Interrogatories are overly broad, unduly burdensome, irrelevant, oppressive and not reasonably calculated to lead to the discovery of admissible evidence pursuant to the

Procedural Orders, Rule 28-106.206 of the Florida Administrative Code, and Rules 1.280 and 1.340 of the Florida Rules of Civil Procedure.

B. AT&T objects to the FPSC Staff's First Set of Interrogatories to AT&T to the extent that the Interrogatories purport to seek discovery of information protected by attorney/client privilege, the accountant/client privilege, the work product doctrine or any other applicable privilege.

C. AT&T objects to the FPSC Staff's First Set of Interrogatories to AT&T to the extent that the Interrogatories purport to seek discovery of information and/or materials containing the mental impressions, conclusions, opinions or legal theories of any attorney or other representative of AT&T concerning the subject of the proceeding and prepared and developed in anticipation of litigation pursuant to Rule 1.280(b)(3) of the Florida Rules of Civil Procedure.

D. AT&T objects to the FPSC Staff's First Set of Interrogatories to AT&T to the extent that the Interrogatories purport to impose discovery obligations on AT&T inconsistent with, or beyond the scope of, what is permitted under the *Procedural Orders* and applicable Florida law.

E. AT&T objects to the FPSC Staff's First Set of Interrogatories to AT&T to the extent that the Interrogatories purport to seek discovery of matters other than those subject to the jurisdiction of the Commission pursuant to Florida Administrative Code and Florida Statutes.

F. AT&T objects to the FPSC Staff's First Set of Interrogatories to AT&T to the extent that the Interrogatories purport to seek disclosure of information that is proprietary confidential information or a "trade secret" without the issuance of an appropriate Protective Order or Confidential Classification as outlined by the *Procedural Orders*, §364.183 of the Florida Statutes, §90-506 of the Florida Statutes, and Rule 25-22.006.

G. AT&T objects to all Interrogatories which require the disclosure of information which already is in the public domain or otherwise on record with the Commission or the FCC.

Subject to the foregoing and without waiver, AT&T hereby responds as follows:

RESPONSES:

Interrogatory No. 1: In the Direct testimony of Richard T. Guepe at page 13, lines 5-6, the witness states that "AT&T's ICA with BellSouth governs the rendering and payment of billing along with billing dispute processes." Please answer the following:

- a. Identify the term of "AT&T's ICA with BellSouth," and the date this document was signed.

Response:

The current agreement was signed October 26, 2001. This agreement is in effect until a successor agreement, currently being negotiated, is signed. (Guepe)

- b. Identify the specific section(s) or text in this document that pertain to Issue 15 of this proceeding.

Response:

First Amendment to ICA dated April 18, 2002, Exhibit 1, Section 5.3.20. (Guepe)

- c. Identify the specific section(s) or text in this document that pertain to Issue 16 of this proceeding.

Response:

First Amendment to ICA dated April 18, 2002, Exhibit 1, Section 5.3.20. (Guepe)

- d. Identify the specific section(s) or text in this document that describes the dispute resolution process(es) for transit service.

Response:

Attachment 6, Connectivity Billing and Recording, Section 1.15 describes the dispute resolution process for billing of transit service. (Guepe)

Interrogatory No. 2: Should the terminating carrier be required to pay for the transiting service in ISP-bound traffic?

Response:

No. (Guepe)

Interrogatory No. 3: Is transiting ISP-bound traffic any different than transiting other types of traffic (e.g., work required, network capacity used, costs involved, etc.)? Please explain.

Response:

No. ISP-bound traffic is routed (i.e., switched and trunked) in the exact same manner as voice traffic.

Interrogatory No. 4: Should the charges for transiting ISP-bound traffic be different than for transiting other types of traffic? Please explain.

Response:

No. As explained in the testimony of Richard Guepe, the ICA between BellSouth and AT&T control the rates that AT&T pays BellSouth for providing transit services. The ICA between BellSouth and AT&T does not distinguish between ISP-bound traffic and voice traffic with respect to transit rates. A single rate applies.

Interrogatory No. 5: What rules or orders should govern the decisions regarding the transiting service for ISP-bound traffic?

Response:

The current FCC rate regime is "Calling Party's Network Pays." Accordingly, the originating carrier should be financially responsible for any transit fees. The FCC's Order on Remand for ISP-bound traffic controls the rates between the originating and terminating carriers for ISP-bound traffic, but does not encompass transit rates for ISP-bound traffic.

Interrogatory No. 6: How do the rules and orders identified in (5) affect charges for transiting traffic?

Response:

The party on whose network a call originates, irrespective of whether it is ISP-bound traffic or voice traffic, is the financially responsible for intercarrier compensation, including any applicable transit fees.

Interrogatory No. 7: For the purpose of the following questions, please refer to the direct testimony of AT&T's witness Guepe, page 10, lines 12 through 24.

a. Why are direct trunks between carriers viewed as being cumbersome and time consuming to develop and maintain?

Response:

If the establishment of direct trunks were a simple matter, when the traffic volume two carriers exchange reached level that would fully utilize a DS-1 facility, the two carriers would cooperatively install a trunk group and avoid transit fees. The problem is that initial direct interconnection is frequently a lengthy and expensive proposition and, sometimes, is an impossible task. Initial direct interconnection is far more complicated than just following engineering guidelines.

It is critical to the Commission's decision process, that it understand the establishment of direct trunks between two carriers is not possible without the carriers first executing an interconnection agreement and filing such agreement with the Commission¹. An executed and filed ICA is an essential prerequisite to direct interconnection irrespective of the volume of traffic that two carriers are exchanging. An interconnection agreement is *not* required with an incumbent LEC where the CLEC (or CMRS provider) is *not* competing in the small LEC's service territory. Yet, in such cases, modest volumes of traffic can be exchanged. In AT&T's experience, there is little incentive for small incumbent LECs to enter into an interconnection agreement. Rather, they are interested in avoiding transit fees that are properly theirs. Can this last statement be re-worded?

If traffic volume that the two carriers exchange, becomes robust then they will usually begin discussions toward the goal of direct interconnection. There are a number of essential questions that must be agreed to and memorialized in an ICA before direct trunks can be established. The following is an illustrative, but incomplete list of direct trunking issues.

- Parties must agree to the appropriate intercarrier compensation for traffic that is exchanged over direct trunks. Carriers may have very different view points on the compensability or jurisdiction of certain classes of traffic, such as ISP-bound traffic and VOIP traffic and intraMTA CMRS traffic.
- Parties must agree how the cost of the transmission facilities over-which the direct trunks ride will be allocated between the parties. There is substantial disagreement among carriers how such costs should be allocated. In particular, CLECs and small LECs sometimes disagree whether the small LECs are exempt

¹The Commission should also recognize that any decision it makes should not prejudice the parties' ability to use direct trunking in such an interconnection agreement.

from the FCC's "Calling Party's Network Pays" regime and have no duty to pay for transport outside their operating areas for traffic originating on their networks.

- Parties must agree to the numerous engineering and call routing parameters for operation of a direct trunk group, e.g., whether the trunk group will operate on a one-way or two-way basis.
- Parties must agree to the applicable traffic volume thresholds to initiate the establishment of a direct trunk group. Carriers do not have uniform policies on this matter.
- Parties must agree to the classes of traffic that will be carried over a direct trunk group and whether different classes of traffic require separate trunk groups. Two carriers may have deployed types of switching which has different capabilities to identify traffic and create an appropriate call record. Combining all traffic between the two points of switching will create better economies than segregated traffic.

If the two carriers do not reach full agreement on all of the direct trunking terms and conditions, the Act prescribes that either one of the carriers make seek arbitration of the unresolved issues by the state commission if one of the carriers is subject to Section 251(c) of the Act. Arbitration by state commissions has shown itself to be a very costly and lengthy process for all parties. The cost and time needed for negotiation and arbitration alone can make direct trunking prohibitive both as an economic matter and practical matter.

Moreover, another obstacle to the establishment of direct trunking is that, pursuant to Section 251(f) many carriers are not required to negotiate or arbitrate direct interconnection under Section 251(c) of the Act. Direct trunking is not feasible (as a legal matter) unless such exempt carriers volunteer to negotiate direct interconnection and the parties come to a full agreement on the interconnection terms, conditions and compensation.

In addition to all of the administrative and legal costs associated with negotiating and arbitrating an interconnection agreement, there are also the costs associated with establishing the trunks, which also needs to be considered when making a decision regarding whether to attempt to implement direct interconnection.

b. Please identify any cost studies which indicate the cost of constructing direct trunks.

Response:

AT&T has not prepared a cost study that takes into account the costs that are described above that are associated with the establishment of direct trunking. (Guepe)

c. Based on the costs identified in (b), would the cost to construct a direct trunk be cost effective? Please explain the basis for this determination.

Response:

AT&T cannot answer this question on a generalized basis. Whether it is cost effective to directly interconnect is based on many factors, such as those described in the answer to 7.a. The costs to negotiate and administer an ICA must be estimated on an individual case basis taking into account all relevant factors. In other words, the cost of the direct trunk group itself is only part of the total cost of establishing direct trunking.

d. Have any carriers built direct trunks between them and another carrier? If so, please identify examples.

Response:

AT&T does not have direct knowledge of what arrangements third parties may have agreed to with respect to direct trunking.

e. Has AT&T built direct trunks to another carrier in the State of Florida? If so, please identify the number of other carriers to whom these direct trunks have been built and the number of direct trunks constructed.

Response:

Yes. In all but one instance those trunks are to major ILECs – BellSouth, Verizon and Sprint. See Confidential Attachment for the complete list of local trunks between AT&T and ILECs.

f. If response to (e) is affirmative, what factors determined the initiation of construction of direct trunks?

Response:

AT&T developed a business plan to directly compete for customers in major ILEC's territories in Florida. Accordingly, AT&T entered into an interconnection agreement with BellSouth, Verizon, and Sprint. These agreements provides for direct interconnection and AT&T accordingly established trunking where the parties agreed or the terms of the ICA provided such based on the needs of our business.

g. If response to (e) is affirmative, what level of traffic is carried over those trunks?

Response: See the Confidential Attachment.

- h. Is it reasonable to infer that if one carrier has constructed a direct trunk that another efficient carrier could do the same, if the factors described in (f) were similar? Please explain.

Response:

No. As noted above, in response to question 7a, hypothetically, two CLECs might easily come to an agreement on how to share interconnection costs because they may have similar views on interconnection, whereas a CLEC and a rural ICO, for example, might have divergent views on how interconnection costs should be allocated. The divergent views of the CLEC and ICO would likely preclude a voluntary interconnection agreement and therefore direct interconnection would not be possible. Moreover, carriers' networks and business plans are unique, and thus AT&T cannot speculate on what other carriers may be able to do. At the core of any question of direct trunking is the amount of traffic flowing between the two carriers. Direct trunking is only appropriate when the volume of traffic justifies direct trunking. AT&T continually reviews its unique network needs and plans and builds its network in a manner that enables it to efficiently serve its customers.

- i. What traffic levels would justify establishing a direct connection with another carrier?

Response:

Although traffic volumes between two carriers are a factor to take into consideration when determining whether to directly interconnect, as noted in the response to question 7a, there are critical preconditions to direct interconnection that must also be considered when determining whether direct interconnection makes sense. Each situation is unique and a decision to direct connect with another carrier is made on a case by case evaluation. Consideration of direct connection must also take into account the provisions of any applicable interconnection agreement. As a rule of thumb, average busy hour traffic volume should be at least a DS1s worth of traffic over a period of at least three months to achieve an economic benefit for either carrier, absent any other compelling circumstances which would require a greater or lesser threshold to be used.

- j. What factors typically make construction of direct trunks uneconomic?

Response: See answer to 7.a.

- k. What operational and economic barriers, if any, would a carrier face if it had to construct direct trunks to another carrier?

Response:

In addition to the legal and administrative factors enumerated in the answer to question 7.a, a carrier or carriers must also construct or lease dedicated transport facilities between the relevant switch points connected by direct trunking. Construction of fiber optic transmission facilities is a costly and lengthy process that makes construction impractical solely for the purpose of direct trunking. With respect to leased facilities, the costs will vary depending on the leasing carrier and on occasion, leased facility capacity is not available in the requested timeframe.

- l. If a carrier's transit traffic exceeded the capacity of the incumbent's existing trunks, who should be required to construct new or additional facilities?

Response:

All carriers, including transit service providers, have engineering processes that measure busy-hour traffic volumes against existing trunking capacity and initiate the augmentation of trunk groups that have excessive blocking. One or both carriers may recognize the need for trunk group augmentation. If excessive blocking occurs on a transit traffic trunk group the transit service provider often may send a notice to the end office carrier that it should send an order to augment the trunk group. The costs of additional capacity between the transit service provider and the end office carrier should be allocated in accordance with the interconnection agreement in effect between the two parties.

- m. If a carrier's transit traffic exceeds the capacity of the incumbent's existing trunks, can the ILEC block that carrier's transit traffic, rather than reinforcing those trunks? Please explain.

Response:

Where excessive network blocking occurs on a transit service trunk group, the end office carrier should take action to send a request to the transit service provider in order that the two carriers augment the trunk group. Carriers' normal engineering practices and process should address excessive blocking before it occurs. Many AT&T ICAs have provisions to address unforeseen trunk blocking, so the carriers may expedite trunk relief in such cases. In no case, should carriers ignore excessive trunk blocking.

- n. When the incumbent's trunks are at full capacity and a need arises to construct additional facilities, is the incumbent on equal economic footing with the originating carrier to do so? Please explain.

Response:

Under most ICAs, the end office carrier is responsible to issue an order to the transit service provider to augment the trunk group. The cost of the additional transport capacity to augment the trunk group is allocated between the parties in accordance with their ICA.

o. What revenue opportunity would be sufficient to lead to construction of direct trunks?

Response:

AT&T cannot answer this question. Numerous factors other than revenue projections come into play with respect to direct trunking. See answer to 7.a.

p. How would the revenue opportunity in response to (o) be determined?

Response: See answer to 7.o

q. Identify where revenue opportunities are or could be sufficient to justify the construction of direct trunks.

Response: See answer to 7.o

r. Do both the originating and terminating carriers have direct trunks to the same incumbent tandem switch? Please explain.

Response:

Both the originating and terminating carrier could have direct trunks to the same incumbent tandem switch. Whether they actually do depends on their interconnection architecture with the incumbent carrier. AT&T's ICA with BellSouth does not permit double tandem switching arrangements, where the end office of Carrier A is trunked to one tandem transit switch and the end office of Carrier B is trunked to a different tandem transit switch. Therefore, AT&T has established transit trunk groups to each BellSouth tandem transit switch covering rate centers where AT&T has obtained NPA-NXX codes.

s. If so, are both direct trunks of the originating and terminating carriers accessible in a common incumbent manhole? Please explain.

Response:

No. The question confuses the establishment of transit trunking with the construction of transport facilities. In the establishment of direct trunks to a transit tandem or other incumbent location, a carrier has the choice how it will provide the transport facilities over which the transit trunks (circuits) will be carried. An interconnecting carrier normally has three options: (1) to construct facilities, usually to collocation space in the incumbent central office (not to a manhole); (2) lease transport from the incumbent LEC, usually from the incumbent's special access tariff; or (3) lease facilities from a third-party transport provider. None of these options places an obligation on the incumbent carrier to provide cross-connection of one interconnecting carrier's facilities to another interconnecting carrier's facilities in a manhole outside of the incumbent's central office. Moreover, a manhole is an inappropriate location to cross-connect two transmission facilities. Central office space is required for such tasks.

- t. If so, would it be possible to splice trunk groups between the originating and terminating carriers' cables to create a direct trunk? Please explain.

Response:

What the question is actually describing (i.e., the splicing of two fiber optic cables belonging to two different carriers) is a mid-span fiber meet. First, such an arrangement would require an interconnection agreement between the two cable owners. Second, such arrangements are not favored by AT&T because they provide either inferior telemetry or permit the other carrier a view into your network facility system, a serious intrusion of network security. Moreover, under the AT&T BellSouth ICA, BellSouth is not required to provide AT&T the splicing of its fiber optic cable with a third-party carrier.

- u. If BellSouth finds that it is not efficient or economic to supplement its existing facilities used to transit traffic, may it choose not to construct such facilities? If not, why? If so, what would be the carrier's alternative choice?

Response:

BellSouth has agreed to provide AT&T with transit services under the terms, conditions and prices specified in the AT&T BellSouth ICA. BellSouth should take appropriate steps, including the augmentation of its network, where appropriate, to provide transit service in accordance with the AT&T-BellSouth ICA.

- v. Can the cost of constructing a direct trunk be shared by the originating and terminating carrier? If not, why? If so, how would this affect an economic decision to construct the direct trunk between the parties?

Response:

Yes. The ICA should determine the allocation of costs for the construction of such a facility, as well as the recurring compensation due to the parties exchanging traffic over the facility. Further, the ICA's provisions must reflect the requirements of current applicable law and regulations. For example, under the current reciprocal compensation regime, described by the FCC as "Calling Party's Network Pays", the originating carrier is obligated to compensate the terminating carrier for the use of the terminating carrier's facilities. This obligation is clear in 47 C.F.R. § 51.701(e) of the FCC's rules which states:

(e) Reciprocal compensation. For purposes of this subpart, a reciprocal compensation arrangement between two carriers is one in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of telecommunications traffic that originates on the network facilities of the other carrier.

The net effect of the obligation stated in this rule is a sharing of each of the two carriers' network facilities when traffic is exchanged between them. This rule makes no exception for traffic originated by a small ILEC, therefore, the small ILECs' argument that their obligation for transport of their traffic ends at their service boundary is incorrect.

If a carrier is ordered by a state commission to bear the full cost of interconnection between two carriers' networks for traffic carried in both directions without the ability to recover such costs through reciprocal compensation charges, the carrier bearing the cost has a substantial incentive not to establish direct trunking to additional end office locations notwithstanding the fact that such an order would be contrary to current law. Such a carrier would bear the full cost of interconnection and only receive a portion of the benefit.

Interrogatory No. 8: For the purpose of the following questions, please refer to the direct testimony of BellSouth's witness McCallen, page 5, lines 11 through 13. Please explain whether each of the following is a viable alternative to transiting traffic through BellSouth's network:

a. Establishing direct one-way or two-way interconnection

Response: See answer to question 7.a.

b. Utilizing another transit provider

Response:

This is potentially viable only if an alternative transit provider offers a reliable and cost-efficient transit service within the local service area in question. (Guepe)

c. Blocking traffic

Response:

No, it is not appropriate to block transit traffic. Such action is obviously detrimental to consumers and would violate Section 251(a)(1) of the Act. Section 251(a) requires all telecommunications carriers to "interconnect directly or indirectly" with all other telecommunications carrier networks. This provision requires interconnection of all carriers, but expressly gives carriers the option of relying on indirect interconnection to accomplish that end. Indirect interconnection - i.e., transiting - is essential to ensure the nationwide interconnectedness Congress envisioned in the 1996 Telecommunications Act. (Guepe)

Interrogatory No. 9: For the purpose of the following questions, please refer to the direct testimony of BellSouth's witness McCallen, page 5, lines 11 through 13. Please identify known transit providers other than the ILEC in the State of Florida, if any.

Response:

AT&T is aware of one transit provider, Neutral Tandem, that according to its web site, operates only in Tampa and Miami. (Talbot)

Interrogatory No. 10: For the purpose of the following questions, please refer to the direct testimony of Sprint's witness Pruitt, page 7, lines 9 through 18.

a. Does section 251(a) of the Act obligate the use of a dedicated transport between two carrier's networks to be used for an indirect connection by a third party carrier? Please explain.

Response:

Section 251 (a) of the Act obligates each telecommunications carrier to interconnect directly or indirectly with other telecommunications carriers. Dedicated transport from an originating carrier to the tandem switch of a transit traffic provider coupled with dedicated transport² from the transit provider to the terminating carrier is the primary method to accomplish indirect interconnection. (Guepe)

b. If the dedicated transport between two carrier's networks were restricted from use for indirect connection of a third party, how else can a third party carrier indirectly connect?

Response:

If you restrict trunking between two parties networks strictly to traffic that originates or terminates on these two parties networks, you have outlawed transit traffic. (Guepe)

² Although the transit provider may utilize dedicated transport to establish connectivity between its transit tandem and the terminating end office that portion of transit service is provided to the transit subscriber (the originating carrier in this case) on a per minute basis and is referred to as "common transport."

Interrogatory No. 11: For the purpose of the following questions, please refer to the direct testimony of Small LEC's witness Watkins, page 40, line 12 through page 41 line 9.

a. Does BellSouth have an automatic right to commingle third party traffic with BellSouth's access or local traffic? Please explain.

Response:

Historically, all the small LECs have interconnected with BellSouth or their closest large ILEC (either Verizon or Sprint) to accomplish cross border exchange of traffic either local or LD. Most frequently it was accomplished to implement extended area service between the territories of the small LECs and the larger LECs. All these arrangements were done on a meet-point facilities basis where each carrier would bring the trunks to a common meet point usually on the border between the companies. All the LECs, small and large, were interconnected this way prior to 1995. Those trunking arrangement remain utilized today.

With these historic traffic exchange situations, as matter of nondiscrimination, neither BellSouth nor the small LECs can exclude CLEC local traffic from utilizing the same trunks that already exist and are used for the exchange of both local and LD traffic between the ILECs. This arrangement supports economically efficient provision of service to Florida consumers.

b. Can CLECs or CMRS carriers obtain a dedicated trunk group from BellSouth to the Small LECs? If so, how can this be done?

Response:

No. The question appears to have confused transport facility with a trunk group. The two are not the same. A transport facility provides a transmission path between to locations. A trunk group is a circuit between two switches and is assigned to channel on a transport facility. A direct trunk group between a CLEC or CMRS carrier would be direct and not involve a third party's switch.

To establish a *transmission path* between a CLEC (or CMRS provider) and a small LEC, a carrier can obtain a DS-1 or DS-3 special access meet-point billing arrangement, which is a transport facility partially provided by BellSouth and partially provided by the small LEC. In this situation, BellSouth would not be a transit service provider. However, a transmission path in and of itself does not establish direct interconnection or direct trunking. Direct trunking is only possible if the CLEC and the small LEC have executed an interconnection agreement and filed it with the Commission. At that point the parties could rely on terms of that agreement to establish direct trunking. See answer to 7.a.

c. If response to (b) is affirmative, is it technically feasible? Please explain.

Response:

No. The technical feasibility of establishing a transmission path between two networks is only one of the necessary elements to the establishment of direct trunking between two carriers. See answer to 7.a.

d. If response to (c) is affirmative, would a level of traffic that constitutes one T-1 amount of traffic usage be considered a reasonable threshold to establish a dedicated T-1 trunk group? Please explain.

Response:

Ignoring the cost to negotiate and produce an ICA, the amount of traffic over a period of months, and the availability of facilities, a threshold of one T-1 can be established as a threshold. See answer to question 7.a and 7.c.

e. If response to (d) is negative, what would be a reasonable level of traffic to establish a dedicated trunk group?

Response:

Not applicable.

f. How many minutes-of-use would constitute the use of one T-1?

Response:

200,000 minutes of use in a one month period.

g. What would be the transit charges paid for the minutes-of-use described in (f)?

Response:

It is not possible to determine the transit charges for a certain amount of traffic exchanged between two hypothetical parties. AT&T knows only the rate it pays for the traffic it sends to BellSouth for transit. AT&T does not keep track of other carriers' transit rates. Moreover, unless a person knew the balance of traffic between two carriers, that person would not know volume of traffic originated by each party and would be incapable of assigning the appropriate rate to each party's originating traffic volume.

h. If response to (c) is affirmative, what would be the monthly recurring and nonrecurring costs associated with using one T-1 dedicated trunk group between BellSouth and the Small CLECs?

Response:

That information is available in BellSouth's and the applicable small LEC special access tariffs.

Interrogatory No. 12: For the purpose of the following, please refer the direct testimony of AT&T's witness Guepe; page 9, lines 1 through 25.

a. Are AT&T's bill and keep arrangements with the Small LECs documented in any way, i.e. a memorandum of understanding? If not, how are they otherwise memorialized?

Response:

Where two LECs do not have an interconnection agreement that specifies a reciprocal compensation rate, the default reciprocal compensation arrangement is bill and keep. Lacking an interconnection agreement, there is no document that memorializes bill and keep reciprocal compensation arrangements.

b. How much traffic does AT&T consider to be "de minimus?"

Response:

There is no fixed level of traffic that is "de minimus". When a party feels the level of transit traffic exchanged between it and a third party is sufficient to request an alternative to the bill and keep reciprocal compensation arrangement, it is free to initiate such a request. (Guepe)

Interrogatory No. 13: Does AT&T intend to provide any testimony on issues 8 and 9?

Response:

No. (Guepe)