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REPLY TO:
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September 29, 1995

FILE COPY

Ms. Blanca Bayo, Director
 Division of Records and Reporting
 Florida Public Service Commission
 2540 Shumard Oak Boulevard
 Tallahassee, Florida 32399-0850

via Hand Delivery

Re: Resolution of Petition(s) to establish 1995 rates,
 terms, and conditions for interconnection involving
 local exchange companies and alternative local
 exchange companies pursuant to Section 364.162,
 Florida Statutes; Docket No. 950985-TP

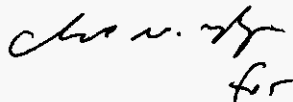
Dear Ms. Bayo:

Enclosed for filing please find an original and fifteen copies
 of the Rebuttal Testimony of Joan McGrath on behalf of Time Warner
 AxS of Florida, L.P. and Digital Media Partners for the above-
 referenced docket. You will also find a copy of this letter and a
 diskette in Word Perfect 5.1 format enclosed. Please date-stamp
 the copy of this letter to indicate that the original was filed and
 return to me.

If you have any questions regarding this matter, please feel
 free to contact me.

Respectfully,

PENNINGTON & HABEN, P.A.

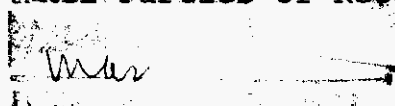


Peter M. Dunbar

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CERTIFICATE OF SERVICE
DOCKET NO. 950985-TP

I HEREBY CERTIFY that a true and correct copy of Time Warner AxS of Florida, L.P.'s and Digital Media Partners' Rebuttal Testimony of Joan McGrath has been served by either *Federal Express or Hand Delivery on this 29th day of September, 1995, to the following parties of record:

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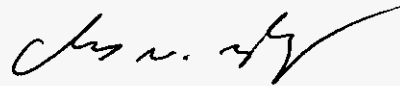
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PETER M. DUNBAR, ESQ.

1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**
2 **DOCKET NO. 950985-TP**
3 **REBUTTAL TESTIMONY OF**
4 **JOAN McGRATH**
5 **ON BEHALF OF TIME WARNER AXS OF FLORIDA, L.P.**
6 **AND DIGITAL MEDIA PARTNERS**

7
8 **Q. PLEASE STATE YOUR NAME, POSITION, AND BUSINESS**
9 **ADDRESS.**

10 **A. My name is Joan McGrath, and my business address is**
11 **160 Inverness Drive West, Englewood, Colorado,**
12 **80112. I am the Manager for Interconnect**
13 **Management at Time Warner Communications.**

14
15 **Q. HAVE YOU TESTIFIED PREVIOUSLY IN THIS PROCEEDING?**

16 **A. Yes. I submitted Direct Testimony on behalf of**
17 **Time Warner AxS of Florida, L.P. and Digital Media**
18 **Partners, herein referred to as Time Warner.**

19
20 **Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

21 **A: The purpose of my testimony is to offer rebuttal to**
22 **the testimony filed on behalf of Bell South**
23 **Telecommunications, Inc., (Bell South). I also**
24 **have comments about the testimony filed on behalf**
25 **of MCI Metro Access Transmission Services, Inc.**

1 (MCI Metro) and Metropolitan Fiber Systems of
2 Florida, Inc. (MFS). In addition, I address new
3 issues identified in this docket.

4
5 Q: BELL SOUTH'S WITNESS ALPHONSO J. VARNER STATES THAT
6 HE BELIEVES RESOLUTION OF TCG'S PETITION WITH THE
7 FLORIDA PUBLIC SERVICE COMMISSION REQUIRES THE
8 RESOLUTION OF ALL ISSUES -- LOCAL INTERCONNECTION,
9 UNBUNDLING, UNIVERSAL SERVICE AND RESALE -- AT ONE
10 TIME (P.7). IS THIS ALSO YOUR POSITION?

11 A: No. It would be my recommendation that these
12 issues be separately addressed and resolved by the
13 Florida Public Service Commission ("Commission")
14 rather than all be decided in this docket. It is
15 not good public policy, and it does not encourage
16 the development of competition for issues such as
17 universal service to be linked to the appropriate
18 rate for the termination of local exchange traffic.
19 It also appears to me that the Florida Public
20 Service Commission understands linking these issues
21 for new entrants does not permit competitive entry
22 because it has set up separate proceedings for
23 temporary number portability (Docket No. 950937-
24 TP), universal service (Docket No. 950696-TP),
25 resolution of interconnection disputes (Docket No.

1 950985-TP), and unbundling disputes (Docket No.
2 950984-TP).

3
4 Q: DO YOU HAVE A POSITION CONCERNING BELL SOUTH'S
5 PROPOSAL FOR LOCAL INTERCONNECTION (VARNER, P.7)?

6 A: Bell South's proposal to use a switched access
7 charge methodology as an appropriate mechanism to
8 charge for the termination of local traffic ignores
9 the unnecessary costs incurred by the new entrant
10 of measuring and billing such usage on a minute of
11 use (MOU) basis. This approach imposes an undue
12 and unnecessary cost upon the new entrants where
13 Time Warner and other parties believe traffic will
14 be in balance between the LECs and the ALECs. In
15 fact, Tim Devine's testimony on behalf of MFS
16 indicates NYNEX is terminating more traffic to MFS
17 than the reverse in New York (p. 13).

18
19 By applying a minutes of use access charge approach
20 to providers of local exchange service, Bell South
21 recommends a mechanism that effectively precludes
22 new entrants from the market. In essence, the new
23 entrant is being asked to subsidize the very
24 service for which it would compete as a substantial
25 part of its costs of doing business. This is bad

1 public policy, anti-competitive and results in harm
2 to consumers who benefit from competition. In
3 competing in the local exchange market, the
4 incumbent monopoly provider is the *recipient* of the
5 subsidy that its would-be competitors must pay, and
6 such a subsidy (if it exists) acts as a barrier to
7 entry.

8

9 Q: BUT IF TRAFFIC IS IN BALANCE, WHAT DIFFERENCE DOES
10 THE COMPENSATION RATE MAKE IN AN EQUAL RATE
11 RECIPROCAL COMPENSATION SCENARIO?

12 A: Eventually, we expect that traffic will be in
13 balance in both directions. However, because of
14 the problems inherent in the temporary number
15 portability mechanism, which are discussed in Time
16 Warner witness Dan Engleman's direct testimony in
17 Docket No 950737-TP, Time Warner believes that this
18 inferior approach could unfairly skew traffic
19 volumes. Additionally, the costs of measurement as
20 referred to in my direct testimony (p. 10 and 11)
21 also acts as an unfair barrier to entry.

22

23 Q: DO YOU HAVE A POSITION REGARDING MR. VARNER'S
24 PROPOSAL THAT A TOLL DEFAULT MECHANISM IS
25 NECESSARY (P.7)? DO YOU HAVE ANY COMMENTS

1 ADDRESSING WITNESS BANERJEE'S RELATED CONCERNS
2 ABOUT ARBITRAGE? DOES NOT THE ACCESS CHARGE
3 PROPOSAL FOR LOCAL INTERCONNECTION MAKE SENSE SINCE
4 THERE IS THE REQUIREMENT IN SECTION 364.16(3)(a),
5 FLORIDA STATUTES, THAT NO TOLL TRAFFIC CAN BE
6 TERMINATED THROUGH LOCAL INTERCONNECTION
7 ARRANGEMENTS?

8 A: No, I do not believe that a toll default mechanism
9 as proposed by Bell South's witness Varner is
10 necessary. I believe that toll traffic should be
11 charged prices that include access charges and that
12 local traffic should not be charged in the same
13 manner. However, Mr. Varner's solution (which is
14 to use elements of switched access charges for
15 local interconnection) does not consider its impact
16 on the development of competition. Once again, Mr.
17 Varner imposes unnecessary expenses on new entrants
18 by his recommendation to charge for the termination
19 of local exchange traffic on a MOU switched access
20 basis. To avoid unnecessary measurement costs be
21 incurred by the entrants, it would be simpler and
22 more reasonable to have the two parties compute a
23 percent local usage (PLU) factor to take into
24 account the difference in local calling areas,

1 which could be revised on a periodic basis as local
2 calling areas become different over time.

3
4 Mr. Varner's concerns over not being able to
5 distinguish between types of traffic (p. 18)
6 provide even more support for this Commission to
7 order a bill and keep arrangement. Under bill and
8 keep, rather than developing extraordinary
9 measuring, billing and collection mechanisms,
10 companies treat each other as co-carriers,
11 exchanging local traffic as I understand is done in
12 most cases between LECs today. To determine which
13 traffic should be charged switched access charges,
14 the two companies could compute a PLU factor which
15 would be subject to periodic review. in the event
16 of dispute, Section 364.16(3)(b), F.S. provides an
17 opportunity for parties who are concerned about the
18 proper assessment of access charges on toll traffic
19 to file a petition with the Commission.

20

21 Q: BELL SOUTH'S WITNESSES DR. BANERJEE (P.13) AND MR.
22 SCHEYE (P.8) SPECULATED ABOUT ALECS BEING ABLE TO
23 LURE "BETTER QUALITY" CUSTOMERS--CUSTOMERS WITH A
24 HIGH RATIO OF TERMINATING-TO-ORIGINATING TRAFFIC

1 AWAY FROM BELL SOUTH (P.13). WHAT DO YOU THINK IS
2 THE LIKELIHOOD OF THIS OCCURRING?

3 A: I believe that this is not likely to occur because
4 the problems associated with Remote Call Forwarding
5 as a temporary number portability solution would
6 preclude that scenario. Businesses with a high
7 volume of incoming traffic will place an especially
8 high value on their phone numbers (as indicated in
9 surveys done by both Time Warner and MCI Metro),
10 and will be less likely to tolerate the technical
11 deficiencies of Remote Call Forwarding, such as
12 delayed calls. Besides, Bell South has the same
13 opportunity to keep these companies as an ALEC does
14 to lure them away.

15

16 Q: DR. BANERJEE DISCUSSED THE NOTION OF "TRUNK
17 STUFFING"--THE IDEA THAT AN ALEC WOULD PUSH AS MUCH
18 TRAFFIC DOWN A CAPACITY-ONLY PRICED TRUNK, THUS
19 DEGRADING THE QUALITY OF SERVICE ON THE INCUMBENT
20 LEC'S NETWORK (P.19). WHAT DO YOU THINK WOULD BE
21 THE RESULT IF THIS ACTUALLY OCCURRED?

22 A: ALECs are only going to attract new customers,
23 especially without true number portability, by
24 offering better quality services, at better prices
25 and eventually more creatively than the incumbent

1 LEC. First of all, it would be foolish for an ALEC
2 to degrade any part of its own service (including
3 calls which terminate to the LEC network) because
4 of the consequences this would have to its own
5 customers. Further, there is no doubt that if any
6 part of a LEC's network is negatively affected by
7 its interconnection with an ALEC, whether it is the
8 fault of the ALEC or not, that the LEC would waste
9 no time in getting this information out to the
10 public--further chilling consumers' willingness to
11 try a new local service provider.

12

13 **Q: MR. SCHEYE STATES THAT REQUESTS FOR ACCESS AND USE**
14 **OF POLES, DUCTS, AND CONDUITS ON PUBLIC RIGHT OF**
15 **WAY SHOULD BE ACCOMMODATED SUBJECT TO AVAILABILITY**
16 **ON A CASE-BY-CASE BASIS WHERE PERMITTED (P.17).**
17 **WHO SHOULD DECIDE WHAT IS AVAILABLE?**

18 **A:** The Commission should decide this issue. LECs
19 themselves will have an incentive to make it
20 difficult for competitors to use these facilities,
21 and cities and counties will not want to have
22 multiple sets of poles, putting those entities in a
23 difficult position, since Section 33 of Senate Bill
24 1554 (the revised chapter 364, F.S.) requires local
25 governments to treat each telecommunications

1 company in a nondiscriminatory manner when granting
2 franchises and establishing right-of-way access.
3 However, nondiscriminatory access under reasonable
4 terms and conditions is important for the new
5 entrant in order to begin to compete with the LECs.

6

7 **Q: MR. VARNER HAS SUGGESTED AN APPROACH FOR THE**
8 **COMMISSION TO TAKE IN ADDRESSING UNBUNDLING**
9 **REQUESTS. DO YOU HAVE A RESPONSE TO THIS PROPOSAL?**

10 **A:** First of all, the Commission has limited the issues
11 in this case to only those requested to be resolved
12 by TCG, and witness Varner's testimony goes far
13 beyond those issues. Second, it is widely
14 recognized in the information services industry
15 that the existing open network architecture (ONA)
16 process developed by the Federal Communications
17 Commission (FCC) for new local exchange unbundling
18 requests is unwieldy, burdensome, and has slowed
19 the development of new enhanced services. If
20 entrants need essential functionalities, they
21 should be provided by the monopoly LECs pursuant to
22 Section 364.161, F.S.

23

24 **Q: DO YOU ALSO AGREE WITH PROPOSALS MADE BY MR. DEVINE**
25 **(P.16) FOR MFS AND DR. CORNELL FOR MCI METRO (p.**

1 **21) CONCERNING THE ELIMINATION OF PRICE SQUEEZES**
2 **THROUGH IMPUTATION?**

3 A: Yes. The Florida Commission today requires the LECs
4 to impute access charges underlying their toll
5 products (see Order No. 24859 in Docket No. 900708-
6 TL). In the case of local entrants, if the
7 Commission does not order bill and keep, the
8 Commission should also require the rates charged
9 the new entrants by the LECs be imputed in the
10 LECs' local exchange price floor, as well as the
11 costs of the non-essential inputs. Otherwise, the
12 price squeeze for new entrants between the prices
13 of necessary LEC input elements and retail LEC end
14 user prices will not be avoided. Without an
15 imputation requirement, as Dr. Cornell and Mr.
16 Devine state, price squeezes will occur for the new
17 entrants, precluding any competition.

18

19 Q. DO YOU AGREE WITH MCI WITNESS, DR. CORNELL (P32)
20 THAT ENTRANTS SHOULD BE ABLE TO CHOOSE WHERE TO
21 INTERCONNECT?

22 A. Dr. Cornell suggests the major requirement for
23 physical interconnection is that it should be done
24 in the most efficient manner possible. This means
25 that interconnection should be allowed at any

1 feasible point of interconnection, rather than
2 being arbitrarily limited to only certain points by
3 the Local Exchange Carrier (LEC). The entrant
4 should get to select the point of interconnection,
5 as its choice will be dictated solely by the desire
6 to minimize costs and design its network
7 efficiently. An entrant should be able to
8 determine whether it requires a meet point or
9 collocation.

10

11 **Q. IF AN ENTRANT DETERMINES IT WISHES TO COLLOCATE, DO**
12 **YOU HAVE ANY CONCERNS WITH THE PROPOSED RATE**
13 **ELEMENTS ASSOCIATED WITH COLLOCATION?**

14 **A.** A LEC that is able to dictate the rates to be
15 charged will have the ability to create an
16 effective barrier to entry for the entrants. The
17 greater the costs the potential entrant faces that
18 the incumbent LEC does not, the higher the barrier
19 to entry and therefore the greater the expected
20 return on investment would have to be to make entry
21 a reasonable business risk. A potential entrant
22 knows that some or all its investments in that
23 market cannot be easily recovered, should the
24 entrant be unsuccessful. The greater the level of
25 investments that would be unrecoverable if entry

1 were unsuccessful (potential loss for the
2 investor), the higher the barrier to entry.
3 Investors expect a greater return on high risk
4 investments, and with a higher potential loss, the
5 expected returns on those investments would have to
6 be high enough to make the entry a reasonable risk.
7 For example, those levels of investment for the new
8 entrant might include the capital required to build
9 to the LEC central office, the rate elements
10 applied to the entrant for collocation (floor
11 space, power, cabling, conduit), equipment costs,
12 etc. In competing in the market, Bell South can
13 use interconnection rates as one of a number of
14 ways to disadvantage the entrant, by making the
15 entrant's cost for collocation unnecessarily high.

16

17 **Q: WHAT ARE THE APPROPRIATE TECHNICAL AND FINANCIAL**
18 **ARRANGEMENTS WHICH SHOULD GOVERN INTERCONNECTION**
19 **BETWEEN TCG AND BELLSOUTH FOR THE DELIVERY OF CALLS**
20 **ORIGINATED AND/OR TERMINATED FROM LOCAL AND**
21 **INTEREXCHANGE CARRIERS NOT DIRECTLY CONNECTED TO**
22 **TCG'S NETWORK?**

23 **A: For intraLATA calls (both local and toll), TCG**
24 **should be able to transmit traffic through the**
25 **BellSouth tandems to other local service provider**

1 end offices that also subtend the BellSouth
2 tandems. On local calls, bill and keep will still
3 apply. During the early years of competition, the
4 number of intermediary local calls through the
5 BellSouth switch would be so few, that they would
6 have no measurable impact.

7
8 On intraLATA toll calls, the intraLATA Modified
9 Access Based Compensation Plan (MABC) used between
10 LECs in Florida today would apply. The originating
11 company bills its end user for the toll call, and
12 pays the terminating company switched access
13 charges. Where one LEC serves as an intermediary,
14 the intermediary LEC is paid tandem switching and
15 transport as well.

16
17 On interLATA toll calls, IXC traffic exchanged
18 between the BellSouth tandem and the ALEC should be
19 handled using industry Meet Point Billing
20 procedures.

21
22 **Q: WHAT ARE THE APPROPRIATE TECHNICAL AND FINANCIAL**
23 **REQUIREMENTS FOR THE EXCHANGE OF INTRALATA 800**
24 **TRAFFIC WHICH ORIGINATES FROM A TCG CUSTOMER AND**
25 **TERMINATES TO AN 800 NUMBER SERVED BY BELLSOUTH?**

1 A: The company originating the 800 call should send
2 the originating call record to the 800 number owner
3 in order for them to bill the end user. 800 calls
4 originating from the ALEC should be routed to its
5 signal control point (SCP) where a query is
6 launched to the service switching point (SSP). A
7 bill record should be generated by the SSP provider
8 which will be sent to the 800 number owner, so it
9 can bill the 800 end user customer. The ALEC should
10 bill BellSouth originating switched access charges
11 and an 800 query charge. Depending on the
12 contractual arrangement, there may also be a charge
13 for record provisioning.

14

15 **Q: WHAT ARE THE APPROPRIATE TECHNICAL ARRANGEMENTS FOR**
16 **THE INTERCONNECTION/OF TCG'S NETWORK TO BELLSOUTH'S**
17 **911 PROVISIONING NETWORK SUCH THAT TCG'S CUSTOMERS**
18 **ARE ENSURED THE SAME LEVEL OF 911 SERVICE AS THEY**
19 **WOULD RECEIVE AS A CUSTOMER OF BELLSOUTH?**

20 A: An ALEC's customers must have the same level of
21 access to reliable 911 service as the LEC provides.
22 Achieving the high level of 911 service should be a
23 synergistic effort between the local 911
24 coordinator, the incumbent 911 tandem provider(s),
25 and the ALECs. The incumbent tandem provider

1 should designate a single point of contact for
2 coordination of installing, testing, and ongoing
3 911 and E911 operations. All parties should work
4 together toward deploying redundant, reliable,
5 standard facilities. ALECs should be able to
6 utilize the same type facilities as are in place
7 from other end offices in an effort to maintain
8 standardization. Alternate routing and overflow
9 situations should also be a synergistic effort
10 between the ALEC and the incumbent tandem provider
11 delivering the high level of 911 access desired.

12

13 **Q: WHAT PROCEDURES SHOULD BE IN PLACE FOR THE TIMELY**
14 **EXCHANGE AND UPDATING OF TCG CUSTOMER INFORMATION**
15 **FOR INCLUSION IN APPROPRIATE E911 DATABASES?**

16 **A:** BellSouth should have the same standards for the
17 ALEC as it does for itself. The ALEC should use the
18 existing method in place today for transfer and
19 update of correctly formatted E911 datafiles
20 according to an agreed-upon protocol and
21 predetermined schedule.

22

23 **Q: WHAT ARE THE APPROPRIATE TECHNICAL REQUIREMENTS FOR**
24 **OPERATOR TRAFFIC FLOWING BETWEEN TCG'S OPERATOR**
25 **SERVICES PROVIDER AND BELL SOUTH'S OPERATOR SERVICES**

1 PROVIDER INCLUDING BUSY LINE VERIFICATION AND
2 EMERGENCY INTERRUPT SERVICES?

3 A: There are three scenarios for an ALEC to provide
4 Operator Services. The ALEC could self-provide,
5 hire a third party vendor, or hire BellSouth. In
6 either the first or second scenarios, the only
7 connection to BellSouth for the ALEC would be an
8 inward trunk from the ALEC local switch to the
9 BellSouth Operator Services switch so an ALEC
10 operator can contact a BellSouth operator when a
11 local ALEC customer requires busy line
12 verify/interrupt of a BellSouth line. Conversely,
13 if a BellSouth subscriber has a need for
14 verify/interrupt of an ALEC line, an inward trunk
15 arrangement needs to be made available to the ALEC
16 operator provider. The ALEC's operator service
17 provider should be able to verify/interrupt the
18 ALEC lines without connecting to BellSouth. If the
19 ALEC selects BellSouth as the provider, operator
20 services trunking would be required between the
21 ALEC local switch and the BellSouth operator switch
22 to perform all operator services functions.

1 Q: UNDER WHAT TERMS AND CONDITIONS SHOULD BELLSOUTH BE
2 REQUIRE TO LIST TCG'S CUSTOMERS IN ITS DIRECTORY
3 ASSISTANCE DATABASE?

4 A: Both parties, the ALEC and BellSouth, benefit from
5 a combined listing in the BellSouth database.
6 BellSouth maintains a comprehensive, accurate
7 database for its subscribers, as well as all
8 consumers, and the ALEC is able to make its
9 listings universally available as well. Although
10 BellSouth incurs costs for entering and maintaining
11 the ALEC data for Directory Assistance purposes,
12 BellSouth receives revenues for use of that
13 database. In addition, there is value for all
14 consumers in having a universal database. BellSouth
15 should be required to carry the ALEC listings in
16 its DA database at no charge to the ALEC for these
17 reasons.

18

19 Q: UNDER WHAT TERMS AND CONDITIONS SHOULD BELLSOUTH BE
20 REQUIRED TO LIST TCG'S CUSTOMERS IN ITS UNIVERSAL
21 WHITE AND YELLOW PAGES DIRECTORIES AND TO PUBLISH
22 AND DISTRIBUTE THESE DIRECTORIES TO TCG'S
23 CUSTOMERS?

24 A: The consumer advantages of a unified white pages
25 directory cannot be overstated. Because of the

1 small size of new entrants and the benefits for
2 consumers of one directory, and the absence of
3 efficiencies in separate directories, BellSouth
4 should be required to provide certain listing
5 services to all end users regardless of their local
6 telephone service provider. BellSouth should
7 provide a single line white page listing for the
8 ALEC's customers at no charge to either the ALEC or
9 the end user. For business customers, BellSouth
10 should also provide a single line yellow page
11 listing at no charge as well. BellSouth should be
12 required to ensure accuracy and timeliness in these
13 listings. BellSouth should deliver directories to
14 all customers at no charge to the ALEC. BellSouth
15 should provide a user guide/informational insert to
16 be published in both the white pages information
17 section and the yellow pages sections, at no charge
18 to the ALEC. BellSouth will benefit by having more
19 names to sell to its yellow pages affiliate, and
20 BellSouth will have the opportunity to sell yellow
21 page ads to the ALEC's customers.

22

23 **Q: WHAT ARRANGEMENTS ARE NECESSARY TO ENSURE THAT TCG**
24 **CAN BILL AND CLEAR CREDIT CARD, COLLECT, THIRD**
25 **PARTY CALLS AND AUDIOTEXT CALLS?**

1 A: If the LEC has a billing and collection arrangement
2 with an IXC to bill end user toll traffic on the
3 local telephone bill and the new entrant also has
4 billing and collection contracts with that IXC,
5 then the LEC who will receive the call detail from
6 the IXC when a ported number is involved should be
7 required to "clear" that traffic to the ALEC, which
8 will bill the end user. The cost for this should
9 be shared among BellSouth, the ALEC, and the IXC,
10 as part of number portability.

11

12 Q: WHAT ARRANGEMENTS ARE NECESSARY TO ENSURE THE
13 PROVISION OF CLASS/LASS SERVICES BETWEEN TCG'S AND
14 SOUTHERN BELL'S NETWORKS?

15 A: The ALEC's point codes (end office addresses) need
16 to be translated in all BellSouth end offices that
17 support CLASS features. Likewise, the point code
18 of BellSouth end offices need to be translated in
19 the ALEC's switch. In addition, both STP pairs
20 (the ALEC's and BellSouth's) must be translated to
21 allow an exchange of messages between end offices.
22 Finally, BellSouth should offer unbundled elements
23 of its SCP for use by ALECs.

1 Q: PLEASE SUMMARIZE YOUR REBUTTAL TESTIMONY.

2 A: I have taken issue with BellSouth's proposal that
3 all issues relating to local competition
4 (interconnection, universal service, and resale)
5 must be resolved at one time. Further, I have
6 discussed the problems inherent in a switched
7 access charge based local interconnection
8 arrangement, and discussed why some of BellSouth's
9 concerns are unwarranted. Finally, I have
10 presented Time Warner's positions on the various
11 technical and financial issues in this docket,
12 which typically revolve around being treated as a
13 co-carrier--similarly to the way other LECs are
14 treated today.

15

16 Q: DOES THIS CONCLUDE YOUR TESTIMONY?

17 A: Yes, it does.