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**BELLSOUTH TELECOMMUNICATIONS, INC.**  
**REBUTTAL TESTIMONY OF WILLIAM VICTOR ATHERTON, JR.**  
**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**  
**DOCKET NO. 960846-TP**  
*960833-TP*  
**SEPTEMBER 16, 1996**

Q. PLEASE STATE YOUR NAME, ADDRESS AND POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. (HEREINAFTER REFERRED TO AS "BELLSOUTH" OR "THE COMPANY").

A. My name is William Victor Atherton, Jr. My business address is 3535 Colonnade Parkway, Birmingham, AL 35243. I am a Manager in the Infrastructure Planning organization of the Network and Technology Group.

Q. ARE YOU THE SAME WILLIAM VICTOR ATHERTON, JR. WHO FILED DIRECT TESTIMONY IN THIS DOCKET ON SEPTEMBER 9, 1996?

A. Yes

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. My testimony is filed to rebut the direct testimony filed in this proceeding by Mr. Drew Caplan of MCI. Specifically, I will address the

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1 arrangements for Interconnection Points ("IP") described by Mr.  
2 Caplan.

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4 Q. PLEASE DEFINE AN IP.

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6 A. IP is MCI's terminology for a Point of Interconnection ("POI"). IPs, or  
7 POIs, are the locations at which the networks of two interconnecting  
8 companies are physically linked for the purpose of exchanging traffic.  
9 They are the demarcation points that determine where one network  
10 starts and the other ends. Direct examples of POIs may be found in  
11 today's interconnection arrangements between local exchange carriers  
12 and interexchange carriers.

13

14 Q. WHERE SHOULD IPS BE ESTABLISHED?

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16 A. IPs can be implemented at any point where it is technically feasible to  
17 interconnect networks for the exchange of traffic. Typically, IPs are  
18 established at hub locations, such as access tandems, in order to  
19 consolidate traffic exchange. Nothing however, precludes IPs from  
20 being established at local switch offices, if warranted by the call  
21 volume. Today, IPs for interexchange carriers are, at a minimum,  
22 established at each local exchange company access tandem.

23

24 Q. MR. CAPLAN STATES IN HIS DIRECT TESTIMONY ON PAGE 10,  
25 LINES 17 AND 18, THAT ONE "IP CAN - AND AT MCI'S DISCRETION

1 SHOULD - SERVE AS THE IP FOR THE ENTIRE LATA". DOES  
2 BELLSOUTH AGREE WITH THIS STATEMENT?

3

4 A. No. This statement is in direct conflict with the Partial Agreement  
5 signed by MCI and BellSouth on May 15, 1996 and approved by the  
6 Florida Public Service Commission on August 13, 1996. Section III.D.  
7 of the Agreement states the following:

8

9 "The parties shall designate points of interconnection  
10 ("POIs") on each other's networks. **MCI shall at a**  
11 **minimum designate a POI at each BellSouth access**  
12 **tandem serving the local calling area of the**  
13 **exchanges being served by MCI.** MCI may designate  
14 additional POIs within a BellSouth local calling area and  
15 BellSouth will not unreasonably refuse at each such  
16 designated POI. BellSouth may designate a POI at one  
17 or more of MCI's local switching centers within each  
18 LATA in which MCI is providing service. If no MCI local  
19 switching center is located within such LATA, the parties  
20 will arrange a POI at a mutually agreed point within such  
21 LATA. MCI will not unreasonably refuse to interconnect  
22 at a POI designated by BellSouth." (emphasis added)

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1           **As is clearly indicated in the language of the Partial Agreement, MCI**  
2           **must establish a POI at each BellSouth tandem within a LATA in order**  
3           **to gain connectivity to the local switching offices served by that tandem.**

4

5   **Q.    WHY DID BELL SOUTH AND MCI AGREE THAT AN IP MUST BE**  
6           **ESTABLISHED AT EACH ACCESS TANDEM?**

7

8   **A.    Due to traffic volume, many LATAs within the BellSouth network are**  
9           **served by more than one access tandem. As defined in the Local**  
10          **Exchange Routing Guide, each access tandem serves a separate and**  
11          **distinct group of local switching offices. Access to a particular local**  
12          **switching office can best and most efficiently be gained through its**  
13          **own serving access tandem. A single IP in a LATA where multiple access**  
14          **tandems exist would require originating local calls to traverse up to four**  
15          **switches (two end offices and two access tandems) in order to reach**  
16          **the terminating end user customer. This scenario introduces dialing**  
17          **delays and additional possible points of failure or congestion. Using**  
18          **the same logic that defined equal access in the interexchange**  
19          **environment, it was determined that network reliability and customer**  
20          **service would suffer if this arrangement were to be implemented.**  
21          **Accordingly, BellSouth and MCI agreed that one IP at each access**  
22          **tandem would provide the best level of service to the customers of**  
23          **each company.**

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25   **Q.    IS THIS ISSUE SUBJECT TO ARBITRATION?**

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A. No. The fact that MCI and the Company have agreed to the proper IP arrangements, as evidenced by the signed Partial Agreement, indicates that this issue is not subject to arbitration. This is discussed in more detail in Mr. Scheye's testimony.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.