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GTE FLORIDA INCORPORATED

REBUTTAL TESTIMONY OF WILLIAM E. MUNSELL

DOCKET NO. 960980-TP **960847**

Q. PLEASE STATE YOUR NAME AND YOUR BUSINESS ADDRESS.

A. My name is William E. Munsell. My business address is 600 Hidden Ridge, Irving, TX, 75038.

Q. DID YOU FILE DIRECT TESTIMONY IN THIS PROCEEDING?

A. Yes, I did.

Q. PLEASE STATE THE PURPOSE OF YOUR REBUTTAL TESTIMONY.

A. The purpose of my rebuttal testimony is to address three issues introduced in MCI's Petition for Arbitration and in the Direct Testimony of Drew Caplan.

Q. ON PAGE 18 OF MCI'S PETITION FOR ARBITRATION, MCI STATES THAT BILL AND KEEP ARRANGEMENTS CAN ONLY BE APPLIED TO THE TERMINATION OF TRAFFIC, NOT TO THE TRANSPORT OF TRAFFIC. DO YOU AGREE WITH THIS?

A. No. While I agree with MCI that paragraphs 1111 through 1118 of the FCC's Order in 96-325 would appear to limit Bill and Keep to the termination of traffic, I do not believe that is the intention of the

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1 Telecommunications Act. Specifically, Section 252 (d)(2)(B)(i) of
2 the Telecommunications Act would appear to allow for Bill and
3 Keep for both the transport and termination of traffic.

4

5 **Q. MR. CAPLAN STATES ON PAGE 9 THAT "MCI MUST HAVE**
6 **THE ABILITY TO SELECT THE LOCATION OR LOCATIONS OF**
7 **ANY IP SO LONG AS IT IS WITHIN THE LATA THAT CONTAINS**
8 **THE END OFFICES FOR WHICH TRAFFIC WILL BE**
9 **EXCHANGED." DO YOU AGREE WITH THIS STATEMENT?**

10 **A.** No. The FCC in Order 96-325 only requires interconnection at any
11 technically feasible point on that LEC's network. Mr. Caplan would
12 have GTEFL interconnect at any point in the LATA, regardless of
13 whether that point was a part of GTEFL's network.

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15 **Q. MR. CAPLAN STATES ON PAGE 10 THAT "AMERITECH AND**
16 **MFS HAVE AGREED TO A SINGLE IP PER LATA." IS THIS AN**
17 **ACCURATE STATEMENT?**

18 **A.** No. I have reviewed the Ameritech/MFS Interconnection
19 Agreement for Indiana. Ameritech has not agreed to a single IP for
20 intraLATA toll traffic. Specifically, paragraph 7.3.2 of the
21 referenced Indiana agreement reads:

22 "Transit Service" means the delivery of certain traffic
23 between MFS and third party LEC by Ameritech over the
24 Local/IntraLATA Trunks. The following traffic types will be
25 delivered: (i) Local traffic originated from MFS to such third

1 party LEC and (ii) IntraLATA Toll Traffic originated from
2 such third party LEC and terminated to MFS where
3 Ameritech carries such traffic pursuant to the Commission's
4 primary toll carrier plan or other similar plan.”

5 This agreement does not cover IntraLATA Toll Traffic originated by
6 MFS and terminated to a third party LEC.

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8 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

9 **A. Yes. It does.**

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