

NANCY B. WHITE
General Attorney
BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 338-0710

December 16, 1996

Mrs. Blanca B. Baye
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

RE: Docket No. ~~933180-TP~~

Dear Mrs. Baye:

Enclosed are an original and fifteen copies of BellSouth Telecommunications, Inc.'s Brief of the Evidence. Please file these documents 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 on the parties shown on the attached Certificate of Service.

Sincerely,

Nancy B. White
Nancy B. White (at)

Enclosures

cc: All Parties of Record
A. N. Lombardo
R. G. Beatty
W. J. Ellenberg

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CERTIFICATE OF SERVICE
DOCKET NO. 961150-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by Federal Express this 16th day of December, 1996 to the following:

Benjamin W. Fincher
3100 Cumberland Circle, #802
Atlanta, Georgia 30339
(404) 649-5144

Staff Counsel
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

C. Everett Boyd, Jr.
ERVIN, VARN, JACOBS & ERVIN
305 South Gadsden Street
P.O. Drawer 1170 (32302)
Tallahassee, FL 32301
(904) 224-9135

Nancy B. White
(2)

**ORIGINAL
FILE COPY**

In re: Petition by Sprint)
Communications Company)
L.P. for Arbitration of)
Interconnection with BellSouth)
Telecommunications, Inc.)
Under the Telecommunications)
Act of 1996)

Docket No.: 961150-TP

Filed: December 16, 1996

**BELLSOUTH TELECOMMUNICATIONS, INC.
BRIEF OF THE EVIDENCE**

ROBERT G. BEATTY
J. PHILLIP CARVER
150 West Flagler Street
Suite 1910
Miami, Florida 33130
(305)347-5555

WILLIAM J. ELLENBERG II
NANCY B. WHITE
675 West Peachtree Street
Suite 4300
Atlanta, Georgia 30375
(404)335-0710

FOR COUNSEL:
Margaret H. Greene
Vice President & General Counsel
BellSouth Telecommunications, Inc.
675 West Peachtree Street, NE
Room 4504
Atlanta, Georgia 30375

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Sprint)
Communications Company)
L.P. for Arbitration of)
Interconnection with BellSouth) Docket No.: 961150-TP
Telecommunications, Inc.)
Under the Telecommunications) Filed: December 16, 1996
Act of 1996)
_____)

BELLSOUTH TELECOMMUNICATIONS, INC.'S
BRIEF OF THE EVIDENCE

I. STATEMENT OF THE CASE

On February 8, 1996, President Clinton signed into law the Telecommunications Act of 1996 (the "Act"), which provided the statutory framework for opening up the local telecommunications market to competition, as well as the entry by Regional Bell Operating Companies into the long distance market. The Act set forth, in Sections 251 and 252, the new obligations imposed upon Incumbent Local Exchange Companies ("ILECs") such as BellSouth, including the duty to negotiate with Alternative Local Exchange Companies ("ALECs") the necessary rates, terms and conditions of interconnection between the ILECs and the ALECs.

Pursuant to Section 252 of the Act, Sprint Communications Company L.P. ("Sprint") formally requested interconnection negotiations and identified approximately 250 issues or areas of dispute. See Sprint Term Sheet Matrix, attached as Exhibit 3 to Sprint Petition for Arbitration, Exhibit 3, p. 66. During the course of the negotiations, the parties were able to resolve

about 200 of those issues. Id. On September 20, 1996, Sprint filed a Petition for Arbitration with the Florida Public Service Commission, formally requesting arbitration on approximately 50 issues that remained open either because the parties had agreed to disagree on them or because the issues remained open as of that date. Id. The procedural order (PSC-96-1282-PCO-TP) was issued on October 15, 1996, establishing a hearing for December 3-4, 1996. On October 15, 1996, BellSouth filed its Response to Sprint's Petition. Pursuant to the procedural schedule, the pre-filed direct testimony of BellSouth was filed on October 15th and the rebuttal testimony of both parties was filed on November 1, 1996.

Shortly before the commencement of the hearing, BellSouth and Sprint executed a Stipulation and Agreement whereby "Sprint and BellSouth agree[d] that they will accept for the issues set forth in Exhibit 1 [to the Stipulation], as binding upon the parties, the finally adjudicated non-appealable award ordered by the Florida Public Service Commission as a result of the arbitration proceedings between BellSouth and AT&T or MCI in Docket No. 960833-TP and 960846-TP." See Stipulation and Agreement attached as Exhibit 1 hereto. Exhibit 1 to the Stipulation and Agreement identifies the approximately 34 issues that are covered by the terms of that document. Negotiations continued, and as of the date the hearing commenced, the parties

agreed (and the record reflects) that only seven issues remained to be arbitrated. Sprint formally withdrew from arbitration all issues except for these seven issues. Sprint witness Michael R. Hunsucker testified and presented Sprint's position on these seven issues. BellSouth presented three witnesses, Bob Scheye, Gloria Calhoun and Vic Atherton.

This brief is submitted in accordance with the post-hearing procedures of Rule 25-22.056, Florida Administrative Code. The statement of each issue identified in this matter is followed immediately by a summary of position on that issue and a discussion of the basis of that position. Each summary of BellSouth's position is labeled accordingly and marked by an asterisk. In any instance in which BellSouth's position on several issues is similar or identical, the discussion has been combined or cross referenced rather than repeated.

II. STATEMENT OF BASIC POSITION

BellSouth has negotiated in good faith with Sprint for several months in an effort to reach an interconnection agreement. BellSouth and Sprint have been successful in withdrawing most of the issues from this arbitration. As a result, however, of the parties' inability to reach agreement on the few remaining issues, Sprint exercised its option under Section 252 of the Act and petitioned the Commission for arbitration of these issues. Some of the issues that Spring has

requested be arbitrated are beyond the scope of the Act and are not appropriate for the Commission to arbitrate.

On August 8, 1996, the Federal Communications Commission ("FCC") released its First Report and Order in Docket No. 96-98 (the "Order") concerning interconnection issues. The pricing provision and the "pick and choose" portion of the Order were stayed by the Eighth Circuit Court of Appeals on October 5, 1996. The Commission is free to continue to exercise its authority to carry out its responsibilities in implementing Congress' intent.

BellSouth believes its positions on the individual issues remaining in this case are reasonable, nondiscriminatory and will lead to local competition in the state of Florida. Moreover, BellSouth's recommendations will allow BellSouth to remain a viable local exchange company, providing quality telecommunications services at affordable rates to consumers to Florida. Overall, BellSouth's recommendations are in the public interest, comport with the provisions of Section 251 and 252 of the Act, and form the basis for a full interconnection agreement between BellSouth and Sprint.

III. POSITIONS ON INDIVIDUAL ISSUES

Issue No. 6: What are the appropriate standards, if any, for performance metrics, service restoration, and quality assurance related to services provided by BellSouth for resale and for network elements provided to Sprint by BellSouth?

****Position:** BellSouth will provide the same quality of service for services provided to Sprint that BellSouth provides to its own customers for comparable services.

Issue No. 7: What is the appropriate remedy for breach of the standards identified in Issue No. 6?

****Position:** This is not an issue subject to arbitration under the Act. BellSouth submits there are sufficient remedies in existence.

Sprint contends that BellSouth and Sprint should jointly establish and implement measures of quality for the service BellSouth provides to Sprint. (Tr. p. 124). Testimony elicited at the hearing in this matter revealed that there is no real disagreement on this issue. Mr. Scheye testified that BellSouth has no objection to working with Sprint to establish quality standards of service. (Exhibit 3 at p. 141 and Tr. p. 146). BellSouth has offered several other carriers, and is willing to offer Sprint, a time line -- Mr. Scheye suggested six months -- for sitting down with the ALEC and mutually defining the proper service standards, and establishing a defined schedule for implementing the standards. (Exhibit 3 at pp. 141-142).

Sprint has asked this Commission to require that BellSouth indemnify it for any fine imposed upon it by a regulatory authority related to service quality where BellSouth is the sole

underlying provider of service. (Exhibit 3 at p. 80 and Tr. pp. 35-36). BellSouth contends that there are already legal procedures in place to give Sprint the protection it seeks. If the Commission cites Sprint for a service-related problem, then Sprint's recourse is to prove that the problem was not caused by Sprint but by BellSouth (or some other party), and the Commission can rule accordingly. (Exhibit 3 at pp. 140-141 and Tr. pp. 146-147). Given the procedures that are in place today, it is simply unnecessary, and would be inappropriate, for this Commission to order in advance that BellSouth pay every fine imposed upon Sprint where BellSouth is the underlying service provider. That would be tantamount to ordering liquidated damages which is beyond the authority of the Commission. That determination should await the particular facts and circumstances of each case as it arises.

BellSouth requests that the Commission decline to compel BellSouth at this time to agree to indemnify Sprint for any and all regulatory fines imposed upon it in the future. As individual cases are brought before it, the Commission will determine the appropriate party to fine based on the facts and circumstances presented to it at that time. The Commission should order the parties to work together within the next six months to jointly establish appropriate service quality measures.

Issue No. 11: Is it appropriate for BellSouth to provide customer service records to Sprint for preordering purposes?

****Position:** BellSouth will provide such records with the permission of the customer, but will not provide direct on-line access to these records.

BellSouth has already agreed to Sprint's request for extensive electronic interfaces for the functions of pre-ordering, ordering and provisioning, maintenance, and billing data. (Exhibit 3 at p. 168 and Tr. pp. 253-254). The parties have thus removed from this arbitration proceeding nearly every issue associated with this process, except for this one issue. Id.

Sprint has requested access to customer service record information during the preordering phase while it is making its initial contact with the new customer. The requested information includes the services and features to which the customer subscribes. BellSouth agrees that Sprint should have this information when it has secured the appropriate consent from the customer. Sprint insists, however, that it must have on-line electronic access to the customer service records in BellSouth's data base while it is talking to its new customer, and that this type of access is essential in order to verify the services the customer wants or needs. (Tr. pp. 45-46).

The central point of disagreement between the parties is not whether Sprint should have access to appropriate customer service

information, but how that information is to be provided. BellSouth's position is that, despite diligent effort, it cannot at this time technically devise a way to provide Sprint on-line electronic access to newly-converted Sprint customer service records, without also giving Sprint access to all other customer service records in its data base, including the records of BellSouth customers and other ALEC customers. (Exhibit 3 at pp. 169-170; 177-178 and Tr. pp. 313-315). Sprint has conceded that it would be inappropriate for it to have the ability to look at other customer records in BellSouth's database. (Exhibit 3 at p. 108). BellSouth has investigated several ways to restrict ALEC's access to the customer service record database, but has not discovered a reliable method to date. Permitting unrestricted and unprotected access to this database would directly conflict with the Florida Statutes. Section 364.24(2), Florida Statutes specifically prohibits disclosure of customer account information. There are multiple other sources from which Sprint can derive this kind of information, including marketing directly to the customer itself who certainly knows what services he or she wants and/or uses. Accordingly, this Commission should deny Sprint the electronic access it requests until such time as an adequate means can be developed to safeguard other customer proprietary information from unwarranted disclosure.¹

¹ BellSouth has offered to provide the requested information in several ways that will not involve unlimited and automatic access to customer

BellSouth requests that this Commission direct BellSouth to provide access to the requested customer service information in each of the ways proposed by BellSouth (at Sprint's option), after Sprint has demonstrated that it has received the appropriate customer consent. BellSouth will continue to investigate a method by which it can restrict Sprint's on-line access to BellSouth's customer service record database to only the customer or customers that have authorized it to switch their service.

Issue No. 13: How should misdirected calls be handled by BellSouth?

****Position:** BellSouth's service representatives should refer the customer to Sprint and provide the customer with a contact number.

service records of all customers. First and foremost, the best source of the information Sprint wants is the customer itself and Sprint certainly has access to the customer. Furthermore, the customer has monthly bills which identify each service and feature to which he subscribes. Second, BellSouth has offered to accept three-way calls with Sprint and the customer both on the line; in those circumstances, and with the customer's permission, the BellSouth service representative will disclose that customer's list of services and features. Additionally, BellSouth is willing to fax a printed copy of the customer's service record to Sprint with the customer's permission. Finally, BellSouth has implemented a "switch as-is" process in which the Company will switch all services and features subscribed to by a particular customer over to Sprint, after Sprint has given BellSouth the customer's name and telephone number and demonstrated that the customer desires to switch every service and feature over to Sprint. (Exhibit 3 at pp. 171-72).

Sprint's position is that when BellSouth gets a misdirected call from a Sprint customer BellSouth should assume the responsibility for routing the call to Sprint, either using automated technology up front when the customer calls or by volunteering to transfer the customer to Sprint. (Exhibit 3 at pp. 76-77 and Tr. p. ____). BellSouth agrees with Sprint that the customer should be handled appropriately, politely and efficiently, but disagrees that this necessarily translates into an obligation that BellSouth itself connect the customer to Sprint. BellSouth has committed to handle these calls by having its service representatives indicate to the customer that he has called BellSouth in error and needs to call his local service provider. If the customer asks for the identity and phone number of his provider, BellSouth will give that information, if it is available. (Exhibit 3 at pp. 129-130; 134-135 and Tr. p. ____). There will be dozens of new local carriers operating in our region, however, and BellSouth cannot be expected to give out accurate information on a customer's carrier in every situation. For this reason also, it is inappropriate to require BellSouth to volunteer such information.

BellSouth submits that its proposed procedures are more than adequate. Moreover, by providing Sprint the script that BellSouth service representatives will be instructed to use, any concerns Sprint may have about improper marketing activities can

be alleviated. BellSouth has no intention of using these opportunities to win-back Sprint customers. (Exhibit 3 at pp. 134-135 and Tr. pp. 323-324).

Finally, BellSouth is currently investigating the possibility of migrating to some type of automated arrangement for handling such calls. If it is determined through an appropriate trial that this method is viable, then BellSouth will implement such an arrangement (provided of course that all ALECs, including Sprint, share in the cost of providing such an arrangement). (Exhibit 3 at p. 133).

Issue No. 18: How many points of interconnection are appropriate and where should they be located?

****Position:** ALECs should establish a point of interconnection at each tandem. Mid-span or mid-air meets are not appropriate.

The Point of Interconnection ("POI") is the actual physical location where the network of one provider is connected to the network of another provider. In other words, it is the demarcation point that determines where one network ends and the other begins. (Exhibit 3 at p. 190 and Tr. p. 332). Sprint's position is that it should have the option of routing all of its traffic via a single trunk group to one BellSouth access tandem

in a particular LATA, regardless of the fact that some of Sprint's traffic will be destined for end offices designated to be served by other BellSouth access tandems in that LATA. (Exhibit 3 at pp. 87-88 and Tr. pp. 62-63).

It is BellSouth's position that each ALEC should be required to identify a unique trunk group for each access tandem that serves the end office for which the Sprint traffic is destined. BST Atherton Exhibits 1 and 1a, attached hereto, graphically depict the two methods of interconnection BellSouth has offered to provide Sprint. Thirty other ALECs with whom BellSouth has successfully negotiated agreements have agreed that these are appropriate methods of interconnection. (Exhibit 3 at pp. 123-125 and Tr. pp. 333-336).

Many LATAs are served by more than one access tandem due to traffic volume. Sprint agreed that the Local Exchange Routing Guide, an industry standard for local exchange companies, requires each LEC access tandem to serve a designated group of end offices. (Exhibit 3 at pp. 90-91). Contrary to this industry guideline, Sprint wants to direct all of its traffic, regardless of where it is destined to terminate, to a single BellSouth access tandem, even though there may be other access tandems on BellSouth's network designated to serve the end offices in which some of Sprint's traffic will terminate. Consistent with the Local Exchange Routing Guideline, BellSouth

believes that access to any given BellSouth end office should be gained through that end office's designated serving access tandem.

Sprint's rationale for its request is that it may be more efficient for Sprint in certain cases to route all of its traffic in a LATA through a single access tandem. BellSouth submits, however, that there are other countervailing considerations. If all traffic were to be delivered to only a single access tandem in a LATA where multiple access tandems exist, local calls could traverse up to four switches (two end offices and two access tandem offices) in order to reach the terminating end user customer, thereby creating the need for multiple access switching charges and the increased potential for dialing delays, points of failure and traffic congestion. (Tr. at p. 335).

Moreover, Sprint contends that it should be allowed to establish a POI at any technically feasible point on the ILEC's network, including, not only access tandem and end offices, but also so-called "mid-span" or "mid-air meet" points on the network. BellSouth does not dispute that POIs can be implemented at any point where it is technically feasible to interconnect networks.

BellSouth contends that ALECs should establish their POIs at appropriate points within the network to comport with minimum standards of technical feasibility regarding network reliability

and security. Physical interconnection must be at a clear point where each party can maintain service and retain accountability for its own network. Also, these points must not be established in a manner that conflicts with the evolution of the network.² Mid-span or mid-air meets will compromise BellSouth's ability to retain control of its network by requiring BellSouth to implement and maintain a vast array of additional equipment types and configurations in order to interconnect with all new entrants. The consequences of this arrangement would be increased costs and decreased network reliability and efficiencies, all of which would have adverse effects on the end user. These adverse impacts cannot simply be ignored.

Issue No. 21: Should jurisdictionally mixed traffic be allowed on each trunk or trunk group? If so, what should be the terms and conditions?

****Position:** No. Local and intraLATA toll traffic should be carried on one trunk group and interLATA access and other traffic should be carried on a separate trunk group.

Sprint contends that it should be permitted to combine every conceivable type of traffic -- local, intraLATA toll, interLATA

² The FCC First Report and order 96-325 states in paragraph 203 that "[e]ach carrier must be able to retain responsibility for the management, control, and performance of its own network."

access and even wireless traffic -- on a single trunk group that interconnects with BellSouth's network. BellSouth disagrees. Each of these traffic types carries a different rate. Only by using separate trunk groups for diverse traffic types can BellSouth and Sprint ensure that the diverse traffic is accurately identified and recorded for billing purposes. Acceptance of the Sprint position will compel the parties to resort to arbitrary and potentially inaccurate estimates (the so-called "percentage of use" factors) for purposes of billing. (Exhibit 3 at pp. 157-158 and Tr. pp. 69; 335-337).

Issue No. 27: Should BellSouth make available any interconnection, service or network element provided under an agreement approved under 47 U.S.C. § 252, to which it is a party, to Sprint under the same terms and conditions provided in the agreement?

****Position:** A requesting carrier is not allowed to "pick and choose" individual rates, terms, and conditions for a given service or from a given agreement.

BellSouth and Sprint disagree over the proper interpretation of the so-called "most favored nation" section of the Telecommunications Act of 1996. That provision provides as follows:

A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

Sprint contends that this provision permits it to "pick and choose" any individual rate, term or condition of any particular service from any given agreement negotiated or arbitrated by BellSouth with another ALEC at any time, including after Sprint has executed a final agreement with BellSouth. Under Sprint's interpretation, Sprint would presumably be able at any time to select, for example, several services it wants to resell, pick a rate for one service from one agreement that BellSouth may have negotiated with another ALEC, pick different rates for the other services from another agreement, and pick individual terms and conditions of resale from a series of other agreements. (Tr. at pp. 47-55).

Under Section 252(i), a party, like Sprint, that has not yet executed an agreement with BellSouth is free to adopt for itself the entire rates, terms, and conditions of an agreement BellSouth has executed with another ALEC or it can elect to adopt all of the provisions of an entire category of service, i.e., the rates, terms and conditions associated with resold services, the rates, terms and conditions of interconnection service, and/or the rates, terms and conditions associated with the purchase of

unbundled network elements. Any other interpretation of this provision would eviscerate the statutory scheme of final agreements freely negotiated and arbitrated by the parties.

The FCC adopted the "pick and choose" interpretation of the Act in Section 51-809 of its August 8, 1996 Interconnection Order and attempted to mandate its application by state commissions. As the Commission is well aware, the United States Court of Appeals for the Eighth Circuit stayed enforcement of the FCC's adoption of the "pick and choose" rule, finding, on a preliminary basis, that the FCC interpretation was inconsistent with the language of the Act and that enforcement of the rule would irreparably damage the negotiation process established by Congress. The Court concluded that the term "rate" is not contained in §252(i) of the Act, which section addresses the general availability of agreements to other carriers. The Court concluded that, if ALECs had the ability to "pick and choose" rates from other agreements, then the "whole methodology for negotiated and arbitrated agreements would thereby be destabilized." (Eighth Circuit Court of Appeal Order at 5). In other words, no agreement would ever be final. Any time an ILEC negotiated a rate lower than that contained in earlier agreements, then all ALECs would presumably demand the lower rate. The benefits of entering into binding agreements would be lost. In the end this provision would impair the LEC's ability to negotiate agreements with other ALECs. This

Commission should reject Sprint's interpretation of the Act. (or at least reserve a determination on this issue until the Eighth Circuit rules definitively on this issue).

This Commission should decline to adopt and enforce at this time the "pick and choose" interpretation of Section 252(i) of the Act. The parties should remain free to negotiate an alternative "most favored nations" arrangement, subject to change after the Eighth Circuit rules in the pending appeal of the FCC's Interconnection Order. This Commission should reserve its right to readdress this issue after the Eighth Circuit rules.

Issue No. 28: Should the agreement be approved pursuant to the Telecommunications Act of 1996?

****Position:** Yes. The resolution of any negotiated issues should be approved under the standards of Section 252(e)(2)(A). The resolution of the arbitrated issues should be approved under the standards of Section 252(e)(2)(B).

Section 252(e)(1) states that "any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the state commission." Upon submission, the Commission shall either approve or reject the agreement, "with written findings as to any of the deficiencies." *Id.* Under

Section 252(e)(2), the standard of review differs depending upon whether the agreement is negotiated or arbitrated.

Specifically, an agreement that is reached through negotiation can only be rejected if the Commission finds that (1) it discriminates against a telecommunications carrier that is not a party to the agreement (Section 252(e)(2)(A)(i)); or (2) the implementation of the agreement violates "the public interest, convenience, and necessity." (Section 252(e)(2)(A)(ii)). On the other hand, an agreement that is the product of an arbitration can be rejected if it (1) does not meet the requirements of Section 251 (including any prescribed regulations) or the pricing standards set forth in Section 252(d). Also, the respective standards of sub-sections A & B apply not only to complete agreements but also to "any portion thereof" adopted through, respectively, negotiation or arbitration. In other words, the differing standards apply to partial agreements as well.

Issue No. 29: What are the appropriate post-hearing procedures for submission and approval of the final arbitrated agreement?

****Position:** Parties should submit agreements incorporating the Commission's decision within 60 days after the Order is issued. The Act does not allow parties to submit individual agreements from which the Commission may choose if there is no

agreement. Instead, a neutral independent third party should mediate any unresolved disputes.

Section 252 provides three methods by which interconnection agreements can be created: (1) voluntary negotiations (Section 252(a)(1)); (2) mediation, which may be requested of a state commission at any point in a negotiation (Section 252(a)(2)); and (3) compulsory arbitration (Section 252(b)(1)). In the instant case, Sprint identified a number of unresolved issues and requested that the Commission arbitrate them.

The first step is to determine whether the parties must negotiate a comprehensive agreement once this Commission has resolved the unresolved issues identified in this proceeding. The Order in and of itself will provide a basis for Sprint to enter the market. However, if a comprehensive agreement is necessary, the Commission should determine how long the parties will have to attempt to negotiate a comprehensive agreement after the Order is issued.

One would hope that applying the Commission's Order would prove to be a relatively straight-forward matter, but, realistically speaking, there will likely be a need to address the fine points of many technical and operational issues, even if these issues are covered in a general sense by the Order. Therefore, BellSouth believes a 60 day would be appropriate.

The remaining, and perhaps most difficult question, concerns what to do if no agreement is reached. BellSouth respectfully submits that the suggestion that the Commission simply pick the agreement that it believes is closest to the Commission's Order is not supported by the authority granted to this Commission in Section 252. As set forth above, the options for arriving at an agreement are negotiate, mediate, and arbitrate. The Commission has the power to approve or reject an agreement that has been reached between two parties. There is nothing in Section 252, however, to suggest that the Commission can select a contract unilaterally submitted by one party when there is, in fact, no agreement. Accordingly, BellSouth submits that if the parties are unable to reach an agreement, then the best course of authorized action would be to attempt to mediate any remaining differences. Failing this, there would seem to be only two remaining courses of action available. To the extent the parties cannot agree on a particular issue that has been the subject of arbitration, then one would assume that one of the parties (or both) simply do not understand what the Commission has ordered. In this circumstance, a motion for clarification would be appropriate. Although the Commission cannot command the parties to enter into any given agreement, it can certainly clarify any perceived ambiguity in its Order so that the parties can understand clearly the type of agreement that comports with the

arbitration Order, that would be approved, and that, ultimately, the parties would be expected to reach.

A different situation exists, however, if the parties are unable to resolve some issue that has not been submitted for arbitration. Although, hopefully, this will not occur, one cannot ignore the possibility. These issues cannot be unilaterally submitted for approval under these circumstances. To approve a proposed agreement on issues that have not been resolved through one of the three methods set forth in the Act would constitute a blatant disregard for the provisions of the Act. Instead, the appropriate procedure, regrettably, would be to arbitrate any issue that could not be resolved and that had not been previously arbitrated.

In summary, if the parties are able to reach an agreement within the timeframe provided (which should be 60 days), then this Commission must review it for approval under the appropriate portion of Section 252(e) (i.e., apply the appropriate standard to both the arbitrated and non-arbitrated portions). If the parties cannot reach an agreement, then mediation would be the next best option. Failing a successful mediation, the parties should seek clarification on any issue that has been the subject of arbitration, but on which there is still no agreement. Any items that cannot be agreed upon and which have not been arbitrated, must be submitted for arbitration.

IV. CONCLUSION

BellSouth requests that the Commission find that BellSouth has been reasonable in its negotiations and requests that the Commission adopt its positions on the issues in this proceeding.

Respectfully submitted this 16th day of December, 1996.

BELLSOUTH TELECOMMUNICATIONS, INC.

Robert G. Beatty

ROBERT G. BEATTY (22)

J. PHILLIP CARVER

c/o Nancy Sims

150 South Monroe Street, #400

Tallahassee, Florida 32301

(305)347-5555

R. Douglas Mackey

R. DOUGLAS MACKAY (22)

NANCY B. WHITE

675 West Peachtree Street, #4300

Atlanta, Georgia 30375

(404)335-0710

STIPULATION AND AGREEMENT - Florida

THIS STIPULATION AND AGREEMENT is made by and between Sprint Communications Company Limited Partnership, ("Sprint") a Delaware limited partnership, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and shall be deemed to be effective as of November 14, 1996. This Stipulation and Agreement may refer to either Sprint or BellSouth, or both, as a "party" or "parties".

WITNESSETH

WHEREAS, Sprint is an alternative local exchange telecommunications company ("ALEC") or ("CLEC"), presently authorized, or seeking authorization, to provide local telecommunications services in the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, and

WHEREAS, BellSouth is an incumbent local exchange telecommunications company authorized to provide telecommunications services in the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, and

WHEREAS, the parties wish to interconnect their respective facilities, purchase and sell unbundled elements, purchase and sell BellSouth resold services, provide number portability and other services related to interconnection, and exchange traffic for the purposes of fulfilling their obligations under Sections 251, 252 and 271 of the Telecommunications Act of 1996, ("Act") and

WHEREAS, the parties are engaged in negotiations with respect to the appropriate rates, terms and conditions of interconnection of their facilities, and

WHEREAS, the parties wish to enter into a stipulation and agreement with respect to resolving certain issues and expediting the Commission arbitration process and conserve resources of the parties and the state.

NOW THEREFORE, in consideration of the mutual agreements contained herein, Sprint and BellSouth agree as follows:

I. Sprint and BellSouth agree that they will accept for the issues set forth in Exhibit 1, as binding upon the parties, the finally adjudicated non-appealable award ordered by the Florida Public Service Commission as a result of the arbitration proceedings between BellSouth and AT&T or MCI in Docket No. 960833-TP and 960846-TP. In the event the final order of the commission is appealed, and the final order is not stayed pending the appeal, the terms of the order will be implemented as to Sprint, provided, however, that the parties agree to conform to the terms of the non-appealable final award following the exhaustion of all appellate rights. Exhibit 1 incorporated herein by this reference contains

the Sprint issues presented for arbitration in Docket No. 961150-TP that are the same or similar to issues within AT&T and/or MCI arbitration.

II. Upon receipt of the finally adjudicated order in the AT&T and/or MCI arbitration, the parties agree to work expeditiously to negotiate contractual terms and conditions that accurately reflect the arbitration award.

III. Sprint agrees that it will not continue to seek arbitration with respect to the issues delineated in Exhibit 1. For those issues, BellSouth and Sprint mutually agree are not a part of an AT&T or MCI arbitration and do not specifically address the Sprint issues as defined in Exhibit 1. Sprint reserves the right to include the issue(s) in its arbitration with BellSouth or pursue other avenues of resolution as appropriate.

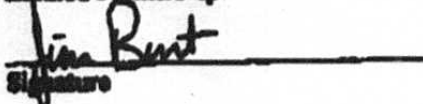
BellSouth Telecommunications Inc.


Signature

Director
Title

11/17/96
Date

Sprint Communications Company
Limited Partnership


Signature

Director - Local Mt. Dora
Title

11/14/96
Date

EXHIBIT 1

The following list identifies those Sprint issues that correspond with the same or similar issues in the AT&T and/or MCI arbitration proceedings. Each issue is identified by its Sprint Term Sheet reference number.

INTERCONNECTION

Trunking should be available to any switching center designated by either carrier including end offices, local tandems, access tandems, 911 routing switches, directory assistance/operator services switches, or any other feasible point in the network. Two-way trunking should be used where technically feasible.

BUSINESS PROCESS

III.A.10.

When necessary and available, Sprint requires the "real time" ability to schedule installation appointments with the customer on-line and access to the ILEC's schedule availability.

III.A.11.

ILEC should provide "real-time" response for: firm order confirmation, due date availability/scheduling, dispatch required or not, identity of line option availability by LSO (such as Digital Copper, Copper Analog, ISDN, etc.), order completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardy against the due date, missed appointments, additional order charges (construction charges), order status, validation of street address detail, and electronic notification of the local line options that were provisioned, at the time of order completion, by the ILEC for all Sprint local customers. This applies to all types of service orders and all elements.

III.C.3.a.

Sprint must have read and write access to the ILEC's maintenance and trouble report systems including the following systems and/or functionality:

Trouble reporting/dispatch capability - access must be real time.

III.C.3.b.

Repair status/confirmations; maintenance/trouble report systems.

III.C.3.d.

Mechanized line testing.

ILE 10.

Sprint must be at parity with the ILEC (or its affiliates or third parties) in provision of unbundled elements. This must at a minimum include:

- g. Real time access to integrated test functionality.**

ILE 7.

Parity with the ILEC regarding knowledge of any engineering changes associated with the incumbent's network elements and deployment of new technologies is required. Sprint shall receive notice of the availability of new features (e.g. both ILEC and Sprint should be notified that a given ILEC switch is now capable of offering a given feature or service or that a hybrid fiber/coaxial network is replacing copper loops in a given area) at the same time so that ILEC and Sprint marketing personnel have parity in network information availability.

ACCESS TO NETWORK ELEMENTS

IV.A.1.

INITIAL UNBUNDLED ELEMENTS

Sprint expects that the unbundled elements initially available will conform to the minimum standards contained in FCC Rule 51.305 and subject to the provisions of CC Docket No. 96-98 First Report and Order ("First R&O") released August 8, 1996.

LOCAL LOOPS including two-wire and four-wire analog and digital loops and cross-connects to either other unbundled elements or Sprint facilities.

IV.A.2.

NETWORK INTERFACE DEVICE.

IV.A.3.

LOCAL SWITCHING including all features and functions as described in the First R&O at ¶¶ 412 & 418.

- a. Line-side switching includes connection to an MDF where cross-connect to a loop may be obtained and a switch card with connection to the card.**
- b. Trunk-side switching includes connection to trunk cross-connect and trunk card with features and functions.**

IV.A.4.

TANDEM SWITCHING including all features and functions (e.g. recording and customized routing including those features and functions identified in the First R&O).

IV.A.5.

INTEROFFICE TRANSMISSION FACILITIES, both dedicated and shared between, ILEC offices and the offices of others.

- a. DS1, DS3 and Optical capabilities shall be provided where available.
- b. Digital Cross-Connect usage in the same manner such as is provided to DCCs.

IV.A.6.

SIGNALING AND CALL-RELATED DATABASES.

- a. SS7 signaling links and STP access must be provided.
- b. SS7 functionality for signaling within the ILEC network and to any network with which the ILEC is connected must be provided.
- c. All call-related databases must be unbundled and available for query by Sprint including LIDB, Toll Free Calling and Number Portability through physical access at the ILEC STP related to the database.
- d. All AIN databases must be unbundled and available for access by Sprint through either purchase of the ILEC local switching element or through SS7 connection with the switch of Sprint.
- e. All Service Management Systems should be available to Sprint so that Sprint may create, modify and update information in call-related databases in the same manner as ILEC.

IV.A.7.

OPERATOR SERVICES shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Custom routing shall be provided when technically feasible. Sprint rates shall be quoted when technically feasible.

IV.A.8.

DIRECTORY ASSISTANCE shall be available on both a wholesale basis and an unbundled basis to Sprint. Sprint shall be the brand on Sprint calls when technically feasible. Sprint data shall be included in the ILEC database. The ILEC database shall be available to Sprint. Custom routing shall be provided when technically feasible.

IV.A.9.

OPERATIONS SUPPORT SYSTEMS including all systems used in pre-ordering, ordering, provisioning, maintenance and repair, billing, telephone number assignment, service interval information, and maintenance history, including any gateway system, shall be available on an unbundled basis by January 1, 1997.

IV.B.

COMPENSATION

All unbundled network elements including their functionality shall be priced at TELRIC plus reasonable allocation of forward-looking joint and common costs as outlined in FCC Rule 51.505.

ACCESS TO POLES, DUCTS, CONDUITS, RIGHT-OF-WAY

V.A.1.

ACCESS

Where facilities are available, ILEC must provide any telecommunications carrier requesting access with equal and non-discriminatory competitively neutral access to, by way of example and not limitation, any pole, pole attachment, duct, conduit, and ROW on terms and conditions equal to that obtained by the ILEC. Other users of these facilities cannot interfere with the availability or use of these facilities by Sprint.

V.A.2.

Any ILEC having poles and/or ducts on, over or under public or private property, to the extent allowed by law, must permit the use of such facilities by any other telecommunications carrier on an equal and non-discriminatory basis.

V.C.2.

ILEC must provide information on the location of, and the availability to access conduit, poles, etc., to any telecommunications carrier requesting such information, within 10 working days after the request.

DIRECTORY ASSISTANCE

VII.A.8.

ILEC Sprint branded DA should be available to Sprint for resale. Sprint will pay any additional trunking costs necessary to obtain this service. If ILEC cannot satisfy all demand for Sprint branded DA service, ILEC must have capacity to provide an unbranded option for multiple CLECs.

VII.B.

COMPENSATION

ILEC must place Sprint customer listings in its DA database. ILEC shall make its unbundled DA database available to Sprint. Prices should be, reasonable, and non-discriminatory at TELRIC plus reasonable forward-looking allocation of joint and common costs.

OPERATOR SERVICES

VII.A.2.

ILEC shall allow resale of Operator Services. Until such time that ILEC may route Operator Traffic to the Operator Service provider of Sprint's choice, ILEC resold Operator Service shall be branded Sprint and ILEC operators shall, where technically or operationally feasible and requested by Sprint, quote Sprint's rates for both Card and Operator Services functions and shall provide service that is at least at parity for services delivered to ILEC end-users. To the extent that separate trunk groups are needed to provide this functionality, Sprint agrees to pay the costs of necessary trunking. If the ILEC cannot meet all of the Sprint demand for branded operator services, the ILEC must save capacity to provide an unbranded option for all other CLEC's.

VII.A.3.

ILEC shall provide operator service deliverables to include the following:

- a. Local call completion - 0+ and 0-, billed to Calling Cards, collect and third Party.
- b. Billable - Time and Charges, Etc.

INTERIM LOCAL NUMBER PORTABILITY

XI.B.1.

COMPENSATION

Sprint and ILEC will establish reasonable cost recovery for RCF/DID. Existing retail call forwarding rates are not considered reasonable for this purpose. Sprint proposes that interim number portability be priced at TELRIC cost less a 55% discount which recognizes that interim number portability solutions degrade network performance to Sprint customers. Should a lower interim number portability price be offered by ILEC to others or ordered by a regulatory body, Sprint may adopt the lower price.

RECIPROCAL COMPENSATION ARRANGEMENTS

XIII.A.1.

LOCAL SERVICE/MUTUAL TRAFFIC EXCHANGE

ILEC has the duty to provide reciprocal compensation arrangements for the transport and termination of telecommunications with Sprint. In order to implement this requirement in the most efficient manner, the specifically recognized option of "Mutual Traffic Exchange" (a/k/a "bill and keep") may be utilized where traffic is presumed to be in balance either because it has been measured and no significant balance different exist or because measurement has not yet been accomplished. . Otherwise, default proxies contained in the 96-98 Order shall be used until TELRIC cost studies have been performed and the results implemented in permanent rates.

XIII.B.1.

COST BASIS

Pursuant to 47 C.F.R. §51.705(a) an ILEC's rates for transport and termination of local telecommunications traffic shall be established, at the election of the state commission, on the basis of:

- a. the forward-looking economic costs of such offerings using a cost study pursuant to 47 C.F.R. §§ 51.505 and 51.511; or
- b. default proxies, as provided in 47 C.F.R. § 51.707; or
- c. a "bill-and-keep" arrangement, as provided in 47 C.F.R. § 51.713.

XIII.B.2.

Pursuant to 47 C.F.R. § 51.715, in a state in which the state commission has neither established transport and termination rates based on forward-looking economic cost studies nor established transport and termination rates consistent with the default price ranges described in 47 C.F.R. §51.707, the ILEC shall set interim transport and termination rates within the proxy ranges for switching and transport as described in 47 C.F.R. § 51.707(b)(2).

RESALE

XIV.A.1.

GENERAL REQUIREMENTS

All regulated telecommunications services offered to end-users of the ILEC must be available for resale by Sprint. This includes volume discounted products, grandfathered products, individual case basis products, operators services, directory assistance, vertical services and promotions.

XIV.A.2.

Every retail service rate, including promotions of over 90-days, discounts plans, and option plans must have a corresponding wholesale rate. Non-recurring charges associated with resold accounts shall also have an appropriate wholesale discount. New services shall have a wholesale rate established at the same time the new service becomes available.

XIV.A.1.

If the ILEC continues to sell a product to any end-user under grandfathered arrangements, the ILEC must make that product available for resale by Sprint to that end-user. If a service withdrawn from certain customers remains available to other customers, that service must be made available for resale to those customers that could still purchase the service at retail.

XIV.B.1.

ILECs must either adopt interim wholesale rates within the 96-98 Order's proxy range or produce cost studies within the specified time frame contemplated for negotiations as part of good faith negotiations.

XIV.E.

PIC ADMINISTRATION

IXC PIC. When Sprint rebrands ILEC local service (becomes the end-user's local service provider), the ILEC shall process all PIC changes provided by Sprint on behalf of the IXCs. If PIC changes are received directly by the ILEC from the IXC, the ILEC shall reject the PIC change back to the IXC with the OCN of Sprint in the appropriate field of the industry standard CARE record.

Sprint to CLEC Change. When a CLEC other than Sprint or the ILEC sells local service to an existing Sprint local customer and an order is submitted to the ILEC for migrating the service, the ILEC will shall inform Sprint of the disconnect in a manner similar to the existing CARE process for notifying an IXC of a disconnect PIC change. This will ensure accurate billing to the end-user customer.

Sprint
Abbreviated List of Issues for Arbitration

No.	T.S. Ref.	ISSUE	Florida	Georgia	Louisiana	North Carolina	Tennessee
1.	I.B	Local Favored Nations					
2.	I.B.1.a	Point of Interconnection					
3.	I.B.2	Point of Interconnection at any feasible point within ILEC network					
4.	I.B.3	Restrictions on traffic types delivered to and from the POIs	Agreed	Agreed	Agreed	Agreed	Agreed
5.	I.D.1	Trunking - Two-Way Trunking	Stipulated	Agreed	Stipulated	Agreed	Stipulated
6.	I.D.2	Local, IntraLATA toll, InterLATA access and other traffic across trunk groups					
7.	I.F.3	CIP - at no charge	Stipulated		Stipulated		
8.	I.LA.10	Electronic Interface - Real time ability to schedule installation appointments with the customer on-line	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
9.	I.LA.11	Electronic Interface - Real-time response for FOC, due date, scheduling dispatch required, identity of option availability	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
10.	I.LA.12	ILEC will direct customer to Sprint for inquiries or actions concerning their Sprint service. ILEC should either migrate from 111 dialing or 800 numbers - dialing parity	Stipulated		N/A 811 is not used in LA		N/A 811 is not used in TN
11.	I.R.2	Notice of disconnects within 48 hours	Agreed	Agreed	Agreed	Agreed	Agreed
12.	I.R.2	Process for management of misdirected service calls to be used to refer/transfer calls from customers to Sprint for action					

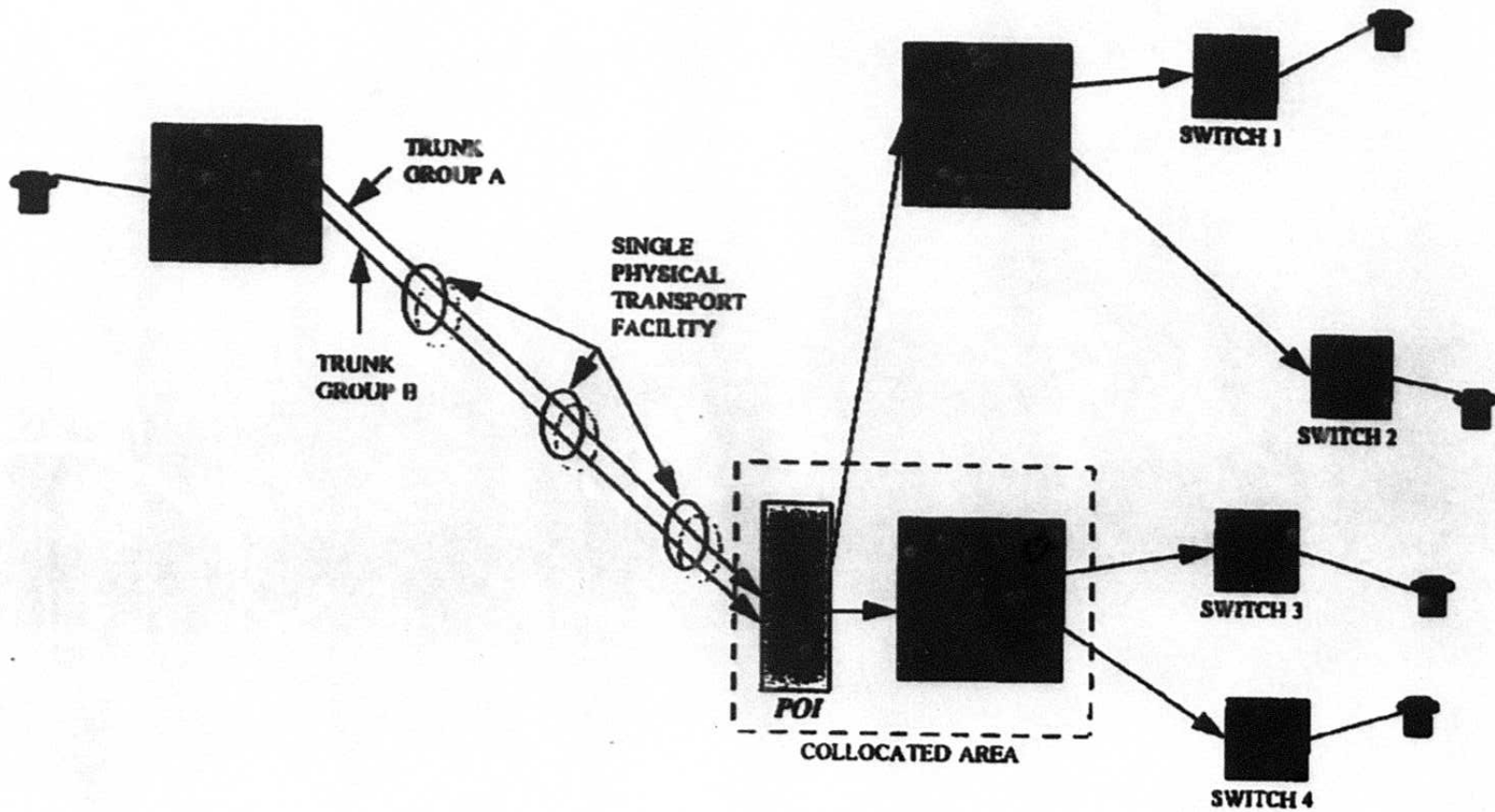
No.	T.S. Ref.	ISSUE	Florida	Georgia	Louisiana	North Carolina	Tennessee
13.	B.C.3a	Sprint must have read and write access to ILECs maintenance and trouble report system including - trouble reporting/dispatch capability - access must be real-time	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
14.	B.C.3A	Repair Status/notification; maintenance trouble report systems	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
15.	B.C.3d	Mechanized Line Testing	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
16.	B.D.2	Best Point Billing arrangements	Agreed	Agreed	Agreed	Agreed	Agreed
17.	B.D.8	EMR records for inward terminating and outward originating calls	Stipulated		Stipulated		
18.	B.E.9	Mechanism whereby ILEC will improve performance when it is in breach of commission imposed or agreed upon industry standards					
19.	B.E.16	Party in provision of unbundled elements: g: Real time access to integrated test functionality	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
20.	B.F.3	Provide and update an electronic copy of switch Network ID Database (PNIS)	Stipulated		Stipulated		
21.	B.F.4	List/descriptions of all services and features available down to street address detail	Agreed	Agreed	Agreed	Agreed	Agreed
22.	B.F.7	Party with ILEC regarding knowledge of any engineering changes	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
23.	N.A.1	Access to Network Elements Initial unbundled elements	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
24.	N.A.2 N.A.3 N.A.4 N.A.5 N.A.6	Network Interface Device Local Switching Tandem Switching Interoffice Transmission Facilities Signaling and Call-Related Databases	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
25.	N.A.7	Operator Services	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
26.	N.A.8	Directory Assistance	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated

No.	T.S. Ref.	ISSUE	Florida	Georgia	Louisiana	North Carolina	Tennessee
27.	N.A.3	Operator Support Systems	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
28.	N.B	Compensation - Unbundled network elements - priced at TELRIC	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
29.	V.A.1 V.A.3	Access to Poles, Ducts, Conduits, right-of-way access	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
30.	V.B.1	Compensation - engineering surveys for potential right-of-way use - priced at TELRIC	Stipulated		Stipulated		
31.	V.C.3	Information on location of and the availability to access conduit, poles, etc.	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
32.	VLA.3	Branded Directory Assistance	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
33.	VLA.3	Route Sprint customer DA calls to Sprint DA centers	Stipulated		Stipulated		
34.	VLB	Compensation - DA database	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
35.	VLA.2	Operator Services - recalls and located	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
36.	VLA.3	Provide operator service deliverables: local call completion - 9+ and 9- billed to Calling Party, collect and third party Billed - time and charges, etc.	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
37.	XI.B.1	Cost recovery for RCFD	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
38.	XII.A.2	Dialing party - same dialing protocol that the end-user would use to access the same service on the ILEC network	Stipulated		Stipulated		
39.	XIII.A.1	Reciprocal Compensation - Bill and Keep	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
40.	XIII.B.1	Cost Basis	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
41.	XIII.B.2	Transport and Termination rates	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
42.	XIV.A.1 XIV.A.2	Recalls - Services available for recalls	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
43.	XIV.A.3	Restrictions on recalls	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated

No.	T.S. Ref.	ISSUE	Florida	Georgia	Louisiana	North Carolina	Tennessee
44.	XIV.B.3	Adopt interim wholesale rates within the 60-90 Order's program or produce cost studies within the specified time frame contemplated for negotiations as part of good faith negotiations	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated
45.	XIV.D.3	FDG and position completion of order activity	Stipulated		Stipulated		
46.	XIV.D.4	CCR information provided in preceding phase.					
47.	XIV.	FC Administration	Stipulated	Stipulated	Stipulated	Stipulated	Stipulated

Scenario 1

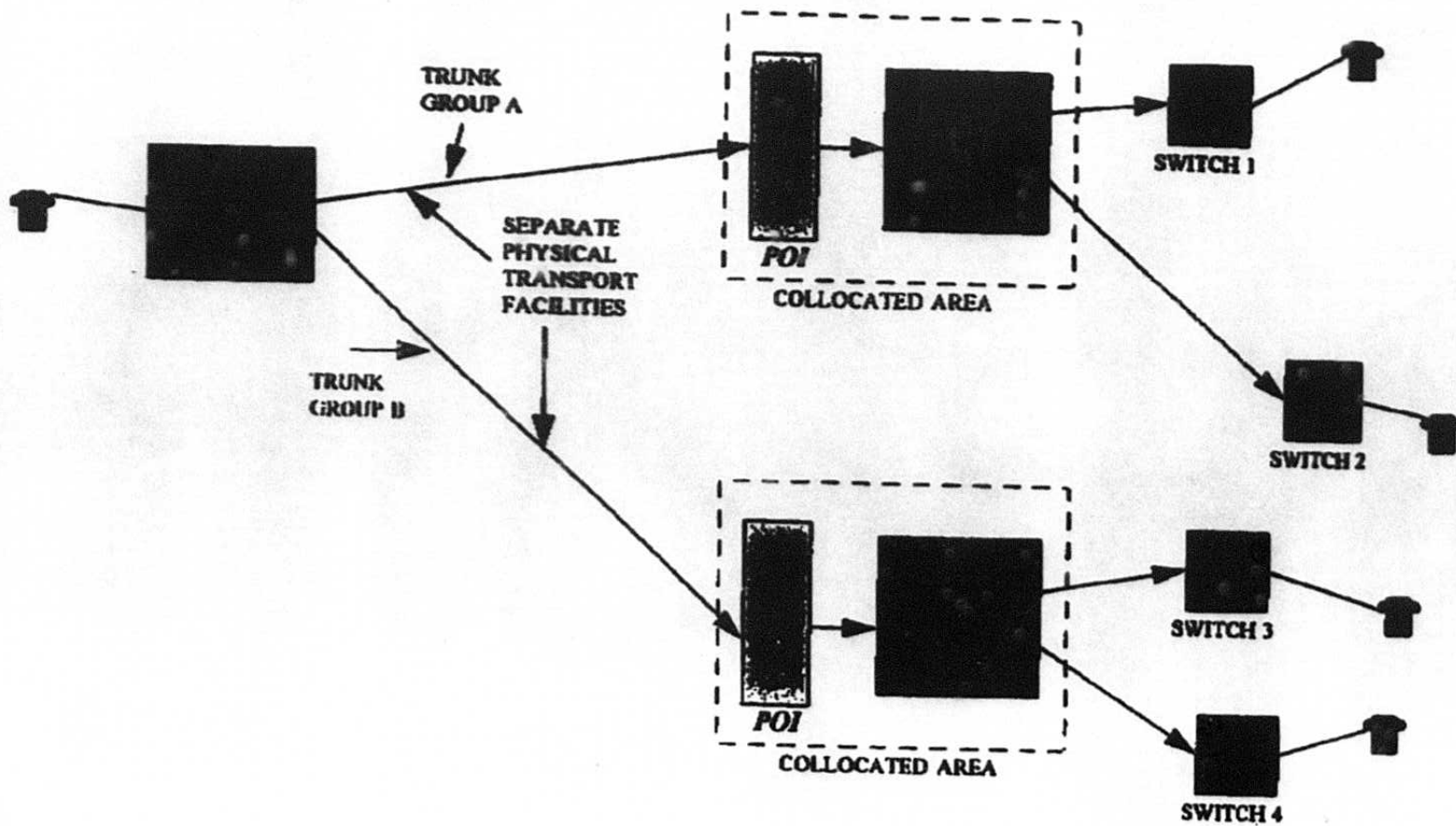
POINTS OF INTERCONNECTION/ TRUNK GROUPS



Adherton Exh. 1

Scenario 2

POINTS OF INTERCONNECTION/ TRUNK GROUPS



BST Attention Exh. 1a