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December 19, 2005

Mrs. Blanca S. Bayó
Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 050119-TL and 050125-TP

Dear Ms. Bayó:

Enclosed are an original and fifteen copies of BellSouth Telecommunications, Inc.'s Direct Testimony of Kenneth Ray McCallen, which we ask that you file 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 to the parties shown on the attached Certificate of Service.

Sincerely,


John T. Tyler

cc: All Parties of Record
Jerry Hendrix
R. Douglas Lackey
Nancy B. White

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CERTIFICATE OF SERVICE
Docket Nos.: 050119-TL and 050125-TP;
Consolidated Pursuant to Order No.: PSC-05-0517-PAA-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and FedEx this 19th day of December, 2005 to the following:

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John Tyler

1 **DIRECT TESTIMONY OF KENNETH RAY MCCALLEN**
2 **ON BEHALF OF BELLSOUTH TELECOMMUNICATIONS, INC.**
3 **BEFORE THE PUBLIC SERVICE COMMISSION OF FLORIDA**
4 **DOCKET NO'S. 050119-TP AND 050125-TP**
5 **DECEMBER 19, 2005**

6
7 **Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH**
8 **TELECOMMUNICATIONS, INC. ("BELLSOUTH"), AND YOUR**
9 **BUSINESS ADDRESS.**

10
11 **A.** My name is Kenneth Ray McCallen. Since 1995 I have been an
12 Industry/Independent Relations Manager for BellSouth. My business address is
13 600 North 19th Street, Birmingham, Alabama, 35203.

14
15 **Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND**
16 **AND EXPERIENCE.**

17
18 **A.** I have a Bachelor of Science degree in Electrical Engineering Technology from
19 the University of Tennessee at Martin. Over the last 28 years, I have held a
20 variety of positions at BellSouth, including: Outside Plant Engineer, Investment
21 Separations Manager, Interstate Access Filing and Financial Analysis Manager,
22 Project Manager, Pricing Manager, and Industry/Independent Relations Manager.

1 In my current position, I am responsible for managing BellSouth's accounts with
2 Independent Telephone Companies, which includes negotiations and sales.

3

4 **Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?**

5

6 A. My testimony explains and supports BellSouth's transit tariff. In the course of my
7 testimony, I will briefly discuss the negotiations between BellSouth and the
8 Independent Telephone Company ("ICO") parties to this docket. Also, I will
9 provide a general overview of transit traffic and BellSouth's transit tariff, as well
10 as describe the provision of transit service to ICOs. Finally, I will address the
11 issues identified by the Commission in Attachment "A" to the Order Establishing
12 Procedure (Order No. PSC-05-1206-PCO-TP issued 12/6/05).

13

14 **Q. HAVE BELLSOUTH AND THE ICO PARTIES TO THIS DOCKET**
15 **ATTEMPTED TO RESOLVE THEIR DIFFERENCES?**

16

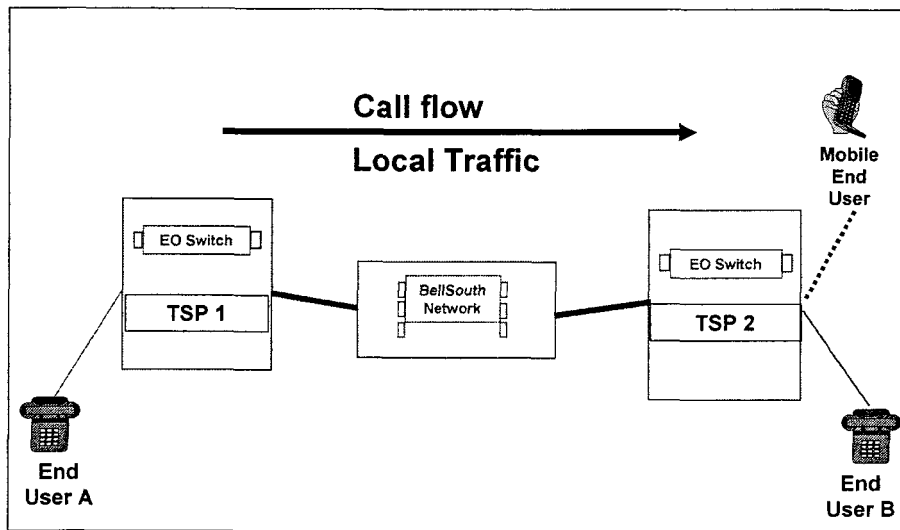
17 A. Yes. BellSouth initiated communications and discussions about transit traffic
18 with representatives from some of the Florida ICOs in early December, 2004.
19 Most of the discussions concerned the appropriate transit rate and which carrier
20 should pay BellSouth for transit service. Information such as the volumes of
21 applicable Minutes of Use, Percent Local Usage ("PLU") factors and proposals
22 and counter-proposals of transit agreements and memorandums of understanding
23 were shared and discussed between the parties via several conference calls and a

1 face-to-face meeting. This active effort continued from December, 2004 through
2 mid-April, 2005. Moreover, Communications between BellSouth and the ICOs
3 are still ongoing. Unfortunately, the parties have not yet been able to reach
4 mutually agreeable terms and conditions for a transit traffic agreement and agreed
5 to adhere to whatever procedural schedule was developed by the PSC regarding
6 BellSouth's Transit Service Tariff.

7
8 **Q. CAN YOU PROVIDE A GENERAL OVERVIEW OF TRANSIT**
9 **TRAFFIC?**

10
11 A. Yes. Generally, transit traffic is traffic that neither originates nor terminates on
12 BellSouth's network, but that is delivered to BellSouth by the
13 Telecommunications Service Provider ("TSP") that originated the traffic so that
14 BellSouth can deliver the traffic to the TSP that will terminate the traffic.
15 Assume, for example, that a customer of TSP 1 calls a customer of TSP 2. If TSP
16 1's network is not directly interconnected to TSP 2's network, TSP 1 may
17 originate the call and deliver it to BellSouth who, in turn, will deliver the call to
18 TSP 2 so that it, in turn, can terminate the call to its end user. The diagram below
19 provides a pictorial description of transit traffic.

Transit Traffic



5

1

2 Q. CAN YOU PROVIDE BACKGROUND INFORMATION REGARDING
3 THE CURRENT SITUATION BETWEEN BELLSOUTH AND THE ICOs
4 REGARDING ICO-ORIGINATED TRANSIT TRAFFIC?

5

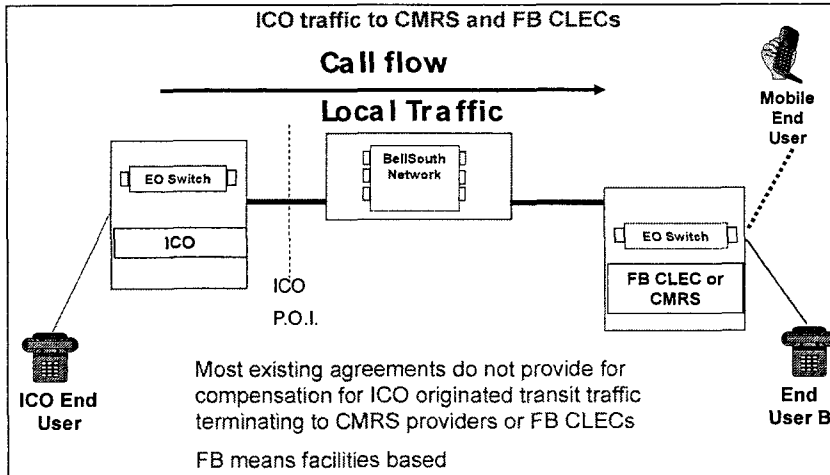
6 A. Yes. BellSouth and the ICOs have been exchanging traffic for many years, and
7 the compensation regimes and agreements have also been in place for many years.
8 However, with the explosive growth of wireless and ISP-bound traffic and the
9 implementation of the Telecommunications Act of 1996, numerous other TSPs
10 now serve end users who place calls to or who are called by the ICOs' end users.
11 The ability to place calls to the networks of these additional TSPs is valuable to
12 ICOs – it allows ICO end users to place calls ubiquitously to friends, family
13 members, and businesses that have opted to use wireless phones, or that have
14 switched their telephone service to a CLEC. It also allows the ICO to avoid the

1 expense of building facilities to interconnect directly with each of these TSPs.
2 The transit service functionalities and value to an ICO as an originating TSP are
3 inherently the same as those for CLEC and CMRS originated transit traffic.
4 While BellSouth is willing to provide an efficient and valuable means for ICOs to
5 send their originated traffic bound for CLECs and CMRS providers through
6 BellSouth's network, BellSouth is not willing to provide this service without
7 receiving compensation for the use of its network.

8

9 It is critical to note that ICOs have chosen in the past and continue to this day to
10 route traffic bound for other TSPs through BellSouth's network, thereby creating
11 transit traffic. Further, as I explained earlier, an ICO has alternatives to routing
12 traffic through BellSouth's network, including: establishing direct one-way or
13 two-way interconnection, utilizing a transit provider or blocking traffic. These
14 will be discussed in greater detail later in my testimony. Additionally, in the
15 scenario in which an ICO originated a call which then transits BellSouth's
16 network and is terminated by another TSP, BellSouth has no end user from which
17 to receive compensation for the use of its network. The diagram below illustrates
18 ICO originated transit traffic.

Transit Traffic



3

1

2 **Q. WHAT DOES BELLSOUTH'S TRANSIT TARIFF ACCOMPLISH?**

3

4 A. BellSouth's transit tariff, attached as Exhibit KRM-1, provides a service option
 5 for TSPs that do not have a contractual agreement addressing transit service in
 6 place with BellSouth and that do not have direct interconnection for exchanging
 7 traffic with other TSPs.¹ Although BellSouth is not required to provide a transit
 8 function, BellSouth is willing to provide transit services to TSPs because
 9 BellSouth has a ubiquitous network that is interconnected with most TSPs in its
 10 region.

11

12 **Q. WHAT IS MEANT BY DIRECT INTERCONNECTION?**

13

¹ In some situations, a TSP with a direct interconnection with another TSP may send "overflow" traffic through BellSouth's network on a transit basis. The charges in BellSouth's transit tariff would apply to such "overflow" traffic.

1 A. When I refer to direct interconnection, I mean there are trunk groups in place that
2 physically connect BellSouth's network directly to another TSP's network.

3

4 **Q. IN WHAT WAY IS IT ADVANTAGEOUS FOR A TSP TO**
5 **INTERCONNECT WITH BELLSOUTH AND UTILIZE BELLSOUTH'S**
6 **TRANSIT SERVICE?**

7

8 A. BellSouth's business decision to provide transit service results in network
9 efficiency and allows other TSPs to avoid the expense involved with having to
10 establish direct connections. In other words, an ICO or a CLEC may have trunk
11 groups in place between its network and BellSouth's network, but may not have a
12 trunk group in place between the CLEC and the ICO that allows for the direct
13 exchange of traffic. In order for the ICO and CLEC to exchange traffic from their
14 respective end users, the traffic transits BellSouth's network, and the two TSPs
15 are indirectly interconnected to one another.

16

17 BellSouth's transit tariff allows TSPs to use BellSouth's ubiquitous network to
18 interconnect indirectly with other TSPs. The tariff only charges the originating
19 TSP for local transit traffic and Internet/Information Service Provider (ISP)-
20 bound transit traffic for which BellSouth is not otherwise being compensated. In
21 other words, the tariff allows TSPs that have not negotiated contractual
22 arrangements with BellSouth and that choose to send their originated traffic over
23 BellSouth's network to do so at the tariffed rate.

1 TSPs can avoid the tariffed transit charges by entering into direct interconnection
2 agreements with other TSPs, by entering into contractual arrangements for transit
3 service with BellSouth or possibly with any other TSPs that may offer transit
4 service.

5
6 **Q. CAN YOU PROVIDE ADDITIONAL DETAILS ABOUT WHAT THE**
7 **TERM “LOCAL TRAFFIC” MEANS AS IT RELATES TO THE**
8 **BELLSOUTH TRANSIT TRAFFIC SERVICE TARIFF?**

9
10 A. Yes. For wireline-to-wireline traffic, Local Traffic is any intraLATA circuit
11 switched call transiting BellSouth’s network that originates from and terminates
12 to TSPs other than BellSouth, and for which BellSouth does not collect any
13 charges from end users.² In this scenario, unlike the originating and terminating
14 TSPs, BellSouth has no end user participating in the call and, therefore, BellSouth
15 receives no compensation from any end user for the use of BellSouth’s network.
16 Instead, BellSouth receives compensation by a transit charge incorporated into a
17 BellSouth agreement with the originating TSP or under BellSouth’s transit tariff.

18
19 For wireless-to-wireless traffic, wireline-to-wireless traffic, and wireless-to-
20 wireline traffic, Local Traffic is any circuit switched call originating from and
21 terminating to TSPs other than BellSouth and transiting BellSouth’s network that

² This traffic includes ICO to ICO traffic, CLEC to ICO traffic, ICO to CLEC traffic, and CLEC to CLEC traffic. For the purpose of BellSouth’s tariff, “Local Traffic” includes ISP-bound traffic exchanged between TSPs through the BellSouth Network.

1 originates and terminates within the same Major Trading Area (“MTA”). An
2 MTA is the FCC-authorized wireless license territory which is defined as a local
3 service area for CMRS traffic in 47 C.F.R 24.202(a). This traffic includes, but is
4 not limited to, CMRS-to-CMRS traffic, CMRS-to-ICO traffic, ICO-to-CMRS
5 traffic, CLEC-to-CMRS traffic and CMRS-to-CLEC traffic.

6
7 **Q. PLEASE EXPLAIN WHY BELLSOUTH’S TRANSIT TARIFF INCLUDES**
8 **ISP-BOUND TRAFFIC?**

9
10 A. ICOs that send their originated ISP-bound traffic to BellSouth are using
11 BellSouth’s network and BellSouth’s transit service, and they should not be
12 permitted to do so without compensating BellSouth. BellSouth’s tariff addresses
13 traffic that uses BellSouth’s network – traffic exchanged between two non-
14 BellSouth TSPs. This tariff has nothing to do with reciprocal compensation that
15 BellSouth pays to or receives from other TSPs. BellSouth simply seeks
16 compensation from TSPs that use its network. It makes no difference whether a
17 call originates from an ICO end user, transits BellSouth’s network, and is
18 delivered to a CLEC’s end user, or originates from an ICO end user, transits
19 BellSouth’s network, and is delivered to a CLEC’s ISP provider. In either case,
20 BellSouth’s network has been used, and, absent the transit tariff, TSPs that have
21 no contractual agreement addressing transit traffic with BellSouth can originate
22 traffic that transits BellSouth’s network without compensating BellSouth for the
23 use of its network. An ICO originated call that transits over BellSouth’s network,

1 and that is bound for an ISP number served by a non-BellSouth TSP constitutes
2 transit traffic as certainly as would any similarly routed local voice call using the
3 BellSouth network. Therefore, it would not be appropriate to exclude ISP-bound
4 traffic from BellSouth's transit tariff.

5
6 **Q. UNDER BELLSOUTH'S TARIFF, WHICH TSP PAYS FOR TRANSIT**
7 **SERVICE – THE TSP ORIGINATING THE TRAFFIC OR THE TSP**
8 **TERMINATING THE TRAFFIC?**

9
10 A. As mentioned earlier, the originating TSP (cost-causer) pays for the transit service
11 it uses under BellSouth's tariff.

12
13 **Q. IS IT APPROPRIATE TO REQUIRE THE ORIGINATING TSP TO PAY**
14 **TRANSIT CHARGES?**

15
16 A. Yes. The originator of the traffic decides if its traffic transits BellSouth's
17 network. The originating TSP can choose whether to directly connect with other
18 TSPs or to use BellSouth's transit service to send its originating traffic to those
19 other TSPs. Requiring the originating TSP to pay transit charges, therefore, is
20 consistent with general industry concepts regarding cost-causation, and it also is
21 consistent with the notion that the originating TSP pays the terminating TSP for
22 providing the terminating service.

1 In addition, BellSouth's current agreements with the CLECs and CMRS carriers
2 are consistent with the "originating party pays" concept.

3

4 BellSouth is not seeking to force ICOs to use its transit service, nor is BellSouth
5 seeking to charge ICOs when it is not appropriate to do so. Rather, BellSouth is
6 only seeking to be compensated when ICOs use BellSouth's network by sending
7 ICO-originated traffic over that network. ICOs, just like other TSPs, should be
8 responsible for paying for the services they use.

9

10 **Q. WHAT IS THE BASIS FOR BELLSOUTH'S TRANSIT TARIFF RATE OF**
11 **\$0.003 PER MINUTE OF USE (MOU)?**

12

13 A. BellSouth's tariffed transit rate is comparable to rates in recently negotiated
14 agreements between BellSouth and CLECs and between BellSouth and CMRS
15 carriers for transit services. Exhibits KRM-2 and KRM-3 are listings of such
16 agreements and associated transit rates in effect in Florida.

17

18 **Q. CAN YOU EXPLAIN THE DIFFERENCE BETWEEN DIRECT AND**
19 **INDIRECT INTERCONNECTION AND THE CHOICES ICOs HAVE**
20 **REGARDING THEIR ORIGINATED TRAFFIC DESTINED FOR THIRD-**
21 **PARTY TSPs?**

22

1 A. Yes. Although I am not a lawyer, I understand generally that Section 251(a) of
2 the 1996 Act requires all TSPs to interconnect their networks either directly or
3 indirectly with each other and with any TSP requesting such interconnection.

4

5 In BellSouth's view, ICOs have several interconnection choices. These choices
6 include the following:

7

8 1. An ICO can directly connect with the terminating CLEC or CMRS
9 carrier without sending its originated traffic through BellSouth. In
10 this scenario, the ICO and the CLEC or CMRS carrier could
11 mutually establish direct, two-way trunk groups, thus bypassing
12 BellSouth's network completely and avoiding the tariffed transit
13 traffic charge; or

14

15 2. The CLEC or CMRS carrier could choose to send its traffic to the
16 ICO through trunk groups connected to BellSouth's network and
17 compensate BellSouth for transit. The ICO, however, could elect
18 to establish one-way direct trunk groups that connect the ICO's
19 network to the CLEC's or CMRS carrier's network and deliver
20 ICO originated traffic directly, bypassing BellSouth's network
21 altogether and avoiding the transit traffic charge; or

22

1 3. The ICO can deliver its originated local transit traffic, destined for
2 other TSPs, to BellSouth (or possibly any another company that
3 may offer transit service) and pay for the transiting service it is
4 using; or

5
6 4. An ICO could presumably decide to block their end-users'
7 originated calls to TSPs with whom it does not have an effective
8 interconnection agreement/compensation arrangement and decline
9 to originate traffic to such TSPs.

10
11 **Q. IS BELLSOUTH'S TRANSIT SERVICE TARIFF AN APPROPRIATE**
12 **MECHANISM TO ADDRESS TRANSIT SERVICE PROVIDED BY**
13 **BELLSOUTH? (ISSUE 1)**

14
15 A. Yes, unless the tariff is superseded by a contract addressing transit traffic service.
16 BellSouth is using its network to provide a value-added service and should be
17 compensated accordingly.

18
19 **Q. IF AN ORIGINATING CARRIER UTILIZES THE SERVICES OF**
20 **BELLSOUTH AS A TANDEM PROVIDER TO SWITCH AND**
21 **TRANSPORT TRAFFIC TO A THIRD PARTY NOT AFFILIATED WITH**
22 **BELLSOUTH, WHAT ARE THE RESPONSIBILITIES OF THE**
23 **ORIGINATING CARRIER? (ISSUE 2)**

1 A. The originating carrier, or cost-causer, should pay for the transit and termination
2 of the traffic. This is appropriate because the originating carrier collects the
3 revenue from the originating caller.

4

5 **Q. WHICH CARRIER SHOULD BE RESPONSIBLE FOR PROVIDING**
6 **COMPENSATION TO BELLSOUTH FOR THE PROVISION OF THE**
7 **TRANSIT TRANSPORT AND SWITCHING SERVICES? (ISSUE 3)**

8

9 A. As I have addressed previously in this testimony, the originating carrier (cost-
10 causer) of the transit traffic should be responsible for paying the transit charges to
11 the transit provider. BellSouth should not be required to use network capacity to
12 complete calls for the originating carrier without compensation.

13

14 **Q. WHAT IS BELLSOUTH'S NETWORK ARRANGMENT FOR TRANSIT**
15 **TRAFFIC AND HOW IS IT TYPICALLY ROUTED FROM AN**
16 **ORIGINATING PARTY TO A TERMINATING THIRD PARTY? (ISSUE**
17 **4)**

18

19 A. The affected transit traffic is generally routed through a BellSouth tandem office
20 to the terminating third-party carrier. The originating ICO may route the call over
21 a common trunk group directly to the BellSouth tandem, or, as in the case of local
22 number portability, it may sometimes route the call to a BellSouth end office over

1 the EAS trunk group, where the call may be further routed in order to be
2 successfully delivered to the appropriate terminating carrier.

3

4 **Q. SHOULD THE FPSC ESTABLISH THE TERMS AND CONDITIONS**
5 **THAT GOVERN THE RELATIONSHIP BETWEEN AN ORIGINATING**
6 **CARRIER AND THE TERMINATING CARRIER, WHERE BELLSOUTH**
7 **IS PROVIDING TRANSIT SERVICE AND THE ORIGINATING**
8 **CARRIER IS NOT INTERCONNECTED WITH, AND HAS NO**
9 **INTERCONNECTION AGREEMENT WITH, THE TERMINATING**
10 **CARRIER? IF SO, WHAT ARE THE APPROPRIATE TERMS AND**
11 **CONDITIONS THAT SHOULD BE ESTABLISHED? (ISSUE 5)**

12

13 **A.** No. BellSouth will not dictate terms and conditions between other parties. Under
14 the provisions of the Telecommunications Act of 1996, both the originating and
15 terminating carriers have the obligation to negotiate interconnection agreements
16 for the delivery of traffic to each other. As discussed earlier, both carriers have
17 options as to how to deliver traffic to the other party.

18

19 **Q. SHOULD THE FPSC DETERMINE WHETHER AND AT WHAT**
20 **TRAFFIC THRESHOLD LEVEL AN ORIGINATING CARRIER**
21 **SHOULD BE REQUIRED TO FOREGO USE OF BELLSOUTH'S**
22 **TRANSIT SERVICE AND OBTAIN DIRECT INTERCONNECTION**
23 **WITH A TERMINATING CARRIER? IF SO, AT WHAT TRAFFIC**

1 **LEVEL SHOULD AN ORIGINATING CARRIER BE REQUIRED TO**
2 **OBTAIN DIRECT INTERCONNECTION WITH A TERMINATING**
3 **CARRIER? (ISSUE 6)**

4

5 A. No. The threshold for direct interconnection should be negotiated between the
6 carriers that originate and terminate the traffic.

7

8 **Q. HOW SHOULD TRANSIT TRAFFIC BE DELIVERED TO THE SMALL**
9 **LEC'S NETWORKS? (ISSUE 7)**

10

11 A. Meet-Point-Billed ("MPB") traffic from the majority of the third-party carriers
12 will interconnect with the BellSouth network at the tandem office. The call would
13 then be routed over the common trunk group to the ICO network. Some Non-
14 MPB traffic may be routed directly to an end office and be assumed to route over
15 the EAS trunk group.

16

17 **Q. SHOULD THE FPSC ESTABLISH THE TERMS AND CONDITIONS**
18 **THAT GOVERN THE RELATIONSHIP BETWEEN BELLSOUTH AND A**
19 **TERMINATING CARRIER, WHERE BELLSOUTH IS PROVIDING**
20 **TRANSIT SERVICE AND THE ORIGINATING CARRIER IS NOT**
21 **INTERCONNECTED WITH, AND HAS NO INTERCONNECTION**
22 **AGREEMENT WITH, THE TERMINATING CARRIER? IF SO, WHAT**

1 **ARE THE APPROPRIATE TERMS AND CONDITIONS THAT SHOULD**
2 **BE ESTABLISHED? (ISSUE 8)**

3

4 A. No. Although Bellsouth is not required to provide a transit function, BellSouth is
5 willing to provide transit services to TSP's because BellSouth has a ubiquitous
6 network that is interconnected with most TSP's in its region. BellSouth believes
7 its Transit Service Tariff contains sufficient terms and conditions regarding its
8 relationships to either the originating or terminating carriers involved in such
9 transit traffic. Additionally, BellSouth is willing to negotiate interconnection
10 agreements with carriers addressing transit traffic service.

11

12 **Q. SHOULD THE FPSC ESTABLISH THE TERMS AND CONDITIONS OF**
13 **TRANSIT TRAFFIC BETWEEN THE TRANSIT SERVICE PROVIDER**
14 **AND THE SMALL LECS THAT ORIGINATE AND TERMINATE**
15 **TRANSIT TRAFFIC? IF SO, WHAT ARE THE TERMS AND**
16 **CONDITIONS? (ISSUE 9)**

17

18 A. No. The carrier originating the traffic has the obligation to negotiate the rates,
19 terms and conditions related to such traffic with both the terminating LEC as well
20 as the transiting company. BellSouth has provided appropriate information
21 regarding our provisioning of transit service, via our tariffed transit offering,
22 within the content of the Transit Traffic Service Tariff language.

23

1 **Q. WHAT EFFECT DOES TRANSIT SERVICE HAVE ON ISP BOUND**
2 **TRAFFIC? (ISSUE 10)**

3
4 A. As covered earlier in my testimony, BellSouth still transits this traffic and expects
5 to be compensated for the use of its network. ISP traffic is not excluded from the
6 transit traffic charges. BellSouth is neither the originator nor terminator of the
7 ISP traffic and should to be compensated for the use of the network. The
8 originating carrier is compensated by the originating end user, and the originating
9 carrier as the cost causer should compensate other carriers that assist in the
10 termination of such traffic.

11
12 **Q. HOW SHOULD CHARGES FOR BELLSOUTH'S TRANSIT SERVICE BE**
13 **DETERMINED? (ISSUE 11)**

14
15 A. BellSouth will apply the transit traffic rate to the local usage transited between
16 other carriers. The local traffic can be identified by one of three methods: 1) the
17 originating carrier can record and report the actual local usage; 2) the originating
18 carrier can provide a Percent Local Usage ("PLU") factor based on their own
19 traffic study; and 3) BellSouth can provide a PLU factor for the originating carrier
20 based on traffic studies.

21
22 **(a) WHAT IS THE APPROPRIATE RATE FOR TRANSIT**
23 **SERVICE? (ISSUE 11a)**

1 As previously stated, BellSouth has established a composite transit tariff
2 rate for all entities of \$0.003 per MOU. This rate is comparable to rates in
3 recently negotiated agreements between BellSouth and CLECs. (See
4 Exhibit KRM-2) and between BellSouth and CMRS carriers (see exhibit
5 KRM-3).

6

7 **(b) WHAT TYPE OF TRAFFIC DO THE RATES IDENTIFIED IN**
8 **(a) APPLY? (ISSUE 11b)**

9

10 The rates apply to local traffic and ISP-bound traffic originated by a TSP,
11 as defined earlier in my testimony, handed to BellSouth for transiting and
12 ultimate delivery to the appropriate terminating third-party TSP. Either
13 the rate established by BellSouth's Transit Tariff or within an agreement
14 addressing transit traffic with the originating carrier would apply.

15

16 **Q. CONSISTENT WITH ORDER NOS. PSC-05-0517-PAA-TP AND PSC-05-**
17 **0623-CO-TP, HAVE THE PARTIES TO THIS DOCKET ("PARTIES")**
18 **PAID BELLSOUTH FOR TRANSIT SERVICE PROVIDED ON OR**
19 **AFTER FEBRUARY 11, 2005? IF NOT, WHAT AMOUNTS IF ANY ARE**
20 **OWED TO BELLSOUTH FOR TRANSIT SERVICE PROVIDED SINCE**
21 **FEBRUARY 11, 2005? (ISSUE 12)**

22

1 A. Yes. Since February 11, 2005, ICO parties have paid BellSouth, via the existing
2 BellSouth-ICO monthly settlements system, at the tariffed rate for usage.

3

4 **Q. HAVE PARTIES PAID BELLSOUTH FOR TRANSIT SERVICE**
5 **PROVIDIED BEFORE FEBRUARY 11, 2005? IF NOT, SHOULD THE**
6 **PARTIES PAY BELLSOUTH FOR TRANSIT SERVICE PROVIDED**
7 **BEFORE FEBRUARY 11, 2005, AND IF SO, WHAT AMOUNTS, IF ANY,**
8 **ARE OWED TO BELLSOUTH FOR TRANSIT SERVICE PROVIDED**
9 **BEFORE FEBRUARY 11,2005? (ISSUE 13)**

10

11 A. No. ICO's have not paid BellSouth for local transit services prior to February 11,
12 2005.

13

14 **Q. WHAT ACTION, IF ANY, SHOULD THE FPSC UNDERTAKE AT THIS**
15 **TIME TO ALLOW THE SMALL LECS TO RECOVER THE COSTS**
16 **INCURRED OR ASSOCIATED WITH BELLSOUTH'S PROVISION OF**
17 **TRANSIT SERVICE? (ISSUE 14)**

18

19 A. BellSouth is not in a position to determine or address the financial position and
20 recovery options of other carriers.

21

22

1 **Q. SHOULD BELLSOUTH ISSUE AN INVOICE FOR TRANSIT SERVICES**
2 **AND IF SO, IN WHAT DETAIL AND TO WHOM? (ISSUE 15)**

3
4 A. BellSouth will include the transit traffic charges on the existing ICO settlements
5 system reports/statements, which is the established monthly payment process
6 between BellSouth and the ICO's in Florida. A line item for transit traffic is
7 identified with the month of usage on the Miscellaneous Settlement report. An
8 additional spreadsheet with monthly Transit Minutes of Use can also be found at a
9 BellSouth web-site for further validation by the originating ICO.

10
11 **Q. SHOULD BELLSOUTH PROVIDE TO THE TERMINATING CARRIER**
12 **SUFFICIENTLY DETAILED CALL RECORDS TO ACCURATELY BILL**
13 **THE ORIGINATING CARRIER FOR CALL TERMINATION? IF SO,**
14 **WHAT INFORMATION SHOULD BE PROVIDED BY BELLSOUTH?**
15 **(ISSUE 16)**

16
17 A. BellSouth currently provides Industry Standard EMI Records, where available, to
18 terminating carriers for traffic from Meet-Point Billed carriers. The terminating
19 carrier should refer to industry standard documentation for the EMI call detail
20 record data BellSouth provides. In addition, Summary Reports are also provided
21 for UNE-P CLEC usage and for Non-MPB CMRS usage. The Summary Reports
22 contain adequate information to allow the terminating carrier to invoice the

1 originating carrier. The Summary Reports are available on a BellSouth web-site
2 for the terminating carrier's review, analysis, downloading and billing purposes.

3

4 **Q. HOW SHOULD BILLING DISPUTES CONCERNING TRANSIT**
5 **SERVICE BE ADDRESSED? (ISSUE 17)**

6

7 A. Any disputes involving the validity of the terminating carrier's billing to the
8 originating carrier, or the authority of the terminating carrier to bill the originating
9 carrier should be resolved by the controlling regulatory body or pursuant to the
10 dispute resolution process in accordance with their contract. To the extent the
11 dispute involves questions related to the minutes of use billed or other issues
12 surrounding the record information supplied by BellSouth, BellSouth will provide
13 support regarding questions on the data.

14

15 **CONCLUSION**

16

17 **Q. WHAT IS YOUR RECOMMENDATION TO THE COMMISSION?**

18

19 A. The Commission should deny all complaints against BellSouth's transit tariff and
20 fully approve the tariff at the filed rates.

21

22

23

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

2

3 A. Yes.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 1
Cancels Original Page 1

ISSUED: January 27, 2005
BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: February 11, 2005

A16. TELECOMMUNICATIONS SERVICE PROVIDER SERVICES

(N)

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A16.1	Transit Traffic Service	1	(N)
A16.1.1	Terms and Definitions	1	(N)
A16.1.2	Rules and Regulations	1	(N)
A16.1.3	Rates and Charges	2	(N)

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

Second Revised Page 1
Cancels First Revised Page 1

ISSUED: May 9, 2005
BY: Marshall M. Criser III, President -FL
Miami, Florida

EFFECTIVE: May 24, 2005

A16. TELECOMMUNICATIONS SERVICE PROVIDER SERVICES

A16.1 Transit Traffic Service

A16.1.1 Terms and Definitions

- A. Telecommunications Service Provider - a provider of local and/or access telecommunications service who is legally certified to provide service within the state of Florida, or is licensed by the Federal Communications Commission (FCC) to provide Commercial Mobile Radio Service (CMRS). For purposes of this tariff, this definition includes, but is not limited to, CMRS providers, Competitive Local Exchange Carriers (CLECs) and Independent Telephone Companies (ICOs).
- B. Transit Traffic – Local Traffic originating on one Telecommunications Service Provider's network that is delivered by BellSouth to a different Telecommunications Service Provider's network for termination.
- C. Transit Traffic Service – BellSouth's provision of the functions to allow a Telecommunications Service Provider to send and receive Transit Traffic.
- D. Local Traffic – for purposes of this tariff;
 1. For wireline-to-wireline traffic, Local Traffic is any intraLATA circuit switched call transiting BellSouth's network that originates from and terminates to carriers other than BellSouth, and for which BellSouth does not collect toll charges or access charges, either directly or indirectly, as the intraLATA toll provider for the end user. This traffic includes ICO-to-ICO traffic, CLEC-to-ICO traffic, ICO-to-CLEC traffic, and CLEC-to-CLEC traffic; or
 2. For wireless-to-wireless traffic, wireline-to-wireless traffic, and wireless-to-wireline traffic, Local Traffic is any circuit switched call originating from and terminating to carriers other than BellSouth and transiting BellSouth's network that originates and terminates within the same Major Trading Area (MTA), subject to BellSouth's LATA restrictions. An MTA is the largest FCC-authorized wireless license territory which serves as the definition of local service area for CMRS traffic as defined in 47 C.F.R. 24.202(a). This traffic includes, but is not limited to, CMRS-to-CMRS, CMRS-to-ICO, ICO-to-CMRS, CLEC-to-CMRS and CMRS-to-CLEC calls.

A16.1.2 Rules and Regulations

- A. This tariff provides the rates, terms and conditions for BellSouth's provision of Transit Traffic Service. *Pursuant to this tariff, charges for Transit Traffic Service in this tariff shall apply only to those Telecommunications Service Providers that do not have an interconnection agreement with BellSouth providing for payment for Transit Traffic Service for any particular type of Transit Traffic as described in B. following. Charges for Transit Traffic Service in this tariff shall not be applied to any carrier who has an expired interconnection agreement providing for payment for Transit Traffic Service if the carrier is engaged in ongoing negotiation or arbitration for a new interconnection and the former agreement provides for continuing application during that period.* (C)
- B. If Transit Traffic is specifically addressed in a separate agreement between BellSouth and the originating Telecommunications Service Provider, then the rates, terms and conditions contained in that separate agreement will apply in lieu of this tariff. If such separate agreement is limited to certain types of traffic or carriers, then the separate agreement will apply to those traffic types or carriers, and this tariff will continue to apply to any traffic types and carriers not covered under the separate agreement.
- C. BellSouth offers Transit Traffic Service only for Transit Traffic that is intended to terminate to a Telecommunications Service Provider whose network is directly interconnected with BellSouth's network. Where BellSouth accepts Transit Traffic from a Telecommunications Service Provider, BellSouth is not liable or responsible for payment to the terminating carrier. Such payment is the sole responsibility of the originating Telecommunications Service Provider. By utilizing BellSouth's Transit Traffic Service for the delivery of Transit Traffic, the originating Telecommunications Service Provider is committing to establishing a traffic exchange agreement or other appropriate agreement to address compensation between the originating Telecommunication Service Provider and the terminating carrier(s).
- D. Notwithstanding anything in C. preceding to the contrary, in the event that the terminating Telecommunications Service Provider imposes on BellSouth any charges or costs for the delivery of Transit Traffic, the originating Telecommunications Service Provider utilizing BellSouth's Transit Traffic Services pursuant to this tariff shall reimburse BellSouth for such charges or costs.
- E. BellSouth, as the tandem switching provider for Transit Traffic, will generate and deliver to the terminating Telecommunications Service Provider industry standard call detail records, where available, for its use in billing the originating Telecommunications Service Provider for the termination of Transit Traffic. Notwithstanding the foregoing, unavailability of such call detail records does not relieve the originating Telecommunications Service Provider of its obligation to pay the charges for Transit Traffic Service as specified in this tariff, nor does it create any liability to the terminating Telecommunications Service Provider on the part of BellSouth.

BELLSOUTH
 TELECOMMUNICATIONS, INC.
 FLORIDA
 ISSUED: January 27, 2005
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

GENERAL SUBSCRIBER SERVICE TARIFF

EFFECTIVE: February 11, 2005

A16. TELECOMMUNICATIONS SERVICE PROVIDER SERVICES (N)

A16.1 Transit Traffic Service (Cont'd) (N)

A16.1.2 Rules and Regulations (Cont'd) (N)

- F. Telecommunications Service Providers originating Transit Traffic may elect one of two options for measuring Transit Traffic minutes of use for which charges are due. (N)
 - 1. The originating Telecommunications Service Provider shall utilize its originating switch recordings to compensate BellSouth based upon actual Transit Traffic minutes of use ("Actual Measurements"). Telecommunications Service Providers electing to utilize Actual Measurements shall provide a monthly report to BellSouth reflecting actual Transit Traffic minutes of use, along with payment on a per minute of use basis at the applicable rate set forth in Section A16.1.3 below, within sixty days of the date of usage. (N)
 - 2. In lieu of Actual Measurements, the originating Telecommunications Service Provider shall provide to BellSouth a percent local usage factor (PLU) estimating the percentage of total minutes of use delivered to BellSouth that constitutes Transit Traffic ("Estimated Measurements"). The PLU must be provided to BellSouth in writing within 30 days of the effective date hereof, or within 30 days of delivering Transit Traffic to BellSouth. In the event the originating Telecommunications Service Provider fails to provide a PLU to BellSouth during this timeframe, BellSouth will assign a PLU to be used until a PLU is provided. To the extent a PLU is provided after the default PLU has taken effect, the PLU provided by the Telecommunications Service Provider shall be applied on a prospective basis only. The PLU shall be updated annually, or sooner in the event of a change in Local Traffic volume. (N)
- G. BellSouth reserves the right to contest the accuracy of both the Actual Measurements and Estimated Measurements provided by Telecommunications Service Providers and may conduct audits or internal studies for verification. (N)
- H. In the event a dispute arises regarding Actual Measurements or Estimated Measurements, BellSouth will continue to bill based upon information provided by the Telecommunications Service Provider or utilizing the assigned PLU until the dispute is resolved. (N)
- I. If BellSouth and the Telecommunications Service Provider are unable to successfully negotiate a resolution to the dispute within 30 days of notice of the existence of a dispute, the aggrieved Party shall seek dispute resolution with the appropriate governing regulatory body. (N)
- J. Once the dispute is resolved, the parties shall utilize the resulting Actual Measurements or Estimated Measurements on a going forward basis. The parties shall negotiate a true up of any billing inaccuracies occasioned by application of such Measurement on a retroactive basis. (N)
- K. Charges shall be billed to the originating Telecommunications Service Provider and shall be payable under the terms of A2.4 of the General Subscriber Services Tariff. (N)

A16.1.3 Rates and Charges (N)

Transit Traffic Service, per MOU	Charge \$0.003	USOC NA	(N)
			(N)

Customer Name	Total Transit Charges (Note 1)	Effective in States	Effective Date
1-800-RECONEX dba USTEL	\$0.0035	AL FL GA KY LA MS NC SC TN	11/10/05
Adelphia	\$0.0023	FL	6/20/00
ABC Telecom, Inc dba Homefone	\$0.0025	AL FL GA KY LA MS NC SC TN	1/18/03
Access Integrated Networks	\$0.0035	AL FL GA KY LA MS NC SC TN	10/10/04
Access Point, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	5/24/03
ACN	\$0.0025	FL	6/11/03
Advantage Group Communications, LLC	\$0.0025	AL GA KY LA MS NC SC TN	8/28/03
AirCover network Solutions, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	8/4/05
Airface	\$0.0035	AL FL GA KY LA MS NC SC TN	5/22/05
ALCALL	\$0.0035	AL FL GA KY LA MS NC SC TN	3/20/04
ALEC Inc.	\$0.0025	AL FL GA KY MS NC SC TN	1/4/03
Allpage Communications dba Callis Communications*	\$0.0025	AL FL GA KY LA MS NC SC TN	11/24/05
ALLTEL Communications, Inc. (CMRS 0047 & CLEC)	\$0.0035	AL FL GA KY LA MS NC SC TN	8/29/04
Alternative Access	\$0.0035	AL FL GA KY LA MS NC SC TN	11/2/05
Alternative Phone, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	5/26/05
Alternative Telecommunications	\$0.0035	AL FL GA KY LA MS NC SC TN	12/18/05
American Fiber Networks, Inc	\$0.0035	AL FL GA KY LA MS NC SC TN	2/5/04
AmeriMex Communications Corp	\$0.0035	AL FL GA KY LA MS NC SC TN	9/22/05
AugLink	\$0.0035	AL FL GA KY LA MS NC SC TN	5/27/05
Azul Tel Initial ICA 3Q03 Standard	\$0.0035	AL FL GA KY LA MS NC SC TN	6/10/04
BAK Communications, LLC	\$0.0025	AL FL GA KY LA MS NC SC TN	11/20/03
Baldwin County Internet DSSI Service	\$0.0035	AL FL GA KY LA MS NC SC TN	12/31/03
Balsam West FiberNet, LLC	\$0.0035	AL FL GA KY LA MS NC SC TN	9/29/05
BellSouth Long Distance	\$0.0035	AL FL GA KY LA MS NC SC TN	8/17/05
Big River	\$0.0025	AL FL GA KY LA MS NC SC TN	7/30/03
Birch Telecom of the South, Inc.	\$0.0023	AL FL GA KY LA MS NC SC TN	7/14/00
BLC Management LLC dba Angles Communications Solutions	\$0.0035	AL FL GA KY LA MS NC SC TN	2/29/04
Brandenburg Telecom	\$0.0035	AL FL GA KY LA MS NC SC TN	4/30/05
Broadband Communities of Florida, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	3/20/04
BroadRiver Communications Corporation	\$0.0025	AL FL GA KY LA MS NC SC TN	12/5/02
Budget Phone, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	9/17/05
Bullseye Telecom, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	3/26/04
Business Telecom, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	3/25/03
C A Networks, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	5/15/05
Camarato Distributing	\$0.0025	AL FL GA KY LA MS NC SC TN	10/9/03
CariLink International, Inc.	\$0.0035	FL	11/10/05
CAT Communications	\$0.0035	AL FL GA KY LA MS NC SC TN	9/16/05
Cbeyond Communications	\$0.0023	AL FL GA KY LA MS NC SC TN	11/10/00
CBX ONE-STOP, LLC dba CBX Communications	\$0.0025	AL FL GA KY LA MS NC SC TN	7/31/03
Century Tel Acquisition, LLC dba KMC Telecom III, LLC*	\$0.0025	AL FL GA KY LA MS NC SC TN	6/30/05
Century Tel Fiber Company II, LLC*	\$0.0025	AL FL GA KY LA MS NC SC TN	12/15/05
Century Tel Solutions, LLC*	\$0.0025	AL FL GA KY LA MS NC SC TN	12/11/05

Note 1: Total transit charges include Tandem Intermediary Charge, Tandem Switching and Common Transport (if applicable).

*Composite Transit Rate increasing to \$0.003 April 1, 2006

**Composite Transit Rate

Customer Name	Total Transit Charges (Note 1)	Effective in States	Effective Date
CGI	\$0.0025	AL FL GA KY LA MS NC SC TN	1/14/03
Charter Fiberlink	\$0.0025	AL FL GA KY LA MS NC SC TN	10/8/04
CI2, Inc	\$0.0035	AL FL GA KY LA MS NC SC TN	5/22/04
Cinergy Communications Company	\$0.0025	AL FL GA LA NC SC	2/26/03
City of Quincy dba netquincy	\$0.0035	FL	11/23/05
CityNet	\$0.0025	AL FL GA KY LA MS NC SC TN	5/3/03
Columbia Telecommunications, Inc. dba aXessa	\$0.0023	AL FL GA KY LA MS NC SC TN	1/8/01
Columbus Local	\$0.0025	AL FL GA KY LA MS NC SC TN	7/13/03
Comcast Phone, LLC	\$0.0025	FL GA KY	9/25/05
CommPartners, LLC	\$0.0035	AL FL GA KY LA MS NC SC TN	3/4/05
Communications Express Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	1/10/04
Competitive Communications	\$0.0025	AL FL GA KY LA MS NC SC TN	2/13/03
ComScape	\$0.0035	AL FL GA KY LA MS NC SC TN	7/28/05
Conextel	\$0.0035	AL FL GA KY LA MS NC SC TN	6/10/04
Connect Communication 2005	\$0.0035	AL FL GA KY LA MS NC SC TN	7/30/05
ConnectNow! Telecom	\$0.0025	AL FL GA KY LA MS NC SC TN	8/31/03
Contact Network, Inc	\$0.0035	AL FL GA KY LA MS NC SC TN	7/17/05
Covad Communications	\$0.0025	AL FL GA KY LA MS NC SC TN	12/1/01
Covista, Inc.**	\$0.0060	AL FL GA KY LA MS NC SC TN	7/24/05
CTC Exchange Services, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	12/4/05
Dalton Utilities	\$0.0035	AL FL GA KY LA MS NC SC TN	5/28/05
Deland Actel, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	7/15/04
DialEZ, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	3/3/05
Dialog Telecommunications, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	11/23/01
Dixie-net Communications, LLC	\$0.0025	AL FL GA KY LA MS NC SC TN	11/3/02
Dixie-net Fiber, Inc	\$0.0025	AL FL GA KY LA MS NC SC TN	10/3/03
DSL Internet Corporation	\$0.0025	AL FL GA KY LA MS NC SC TN	7/4/03
DSL Telecom Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	5/24/03
D-Tel	\$0.0035	AL FL GA KY LA MS NC SC TN	11/10/05
DukeNet	\$0.0025	AL FL GA KY LA MS NC SC TN	2/29/04
EO Telecom	\$0.0025	AL FL GA KY LA MS NC SC TN	1/2/04
Ernest Communications, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	5/2/02
e-Tel, LLC	\$0.0025	AL FL GA KY LA MS NC SC TN	9/27/02
Everycall Communications	\$0.0025	AL FL GA KY LA MS NC SC TN	8/28/03
Excel	\$0.0025	AL FL GA KY LA MS NC SC TN	6/22/03
Excel Pager, Cellular and Home Phone, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	2/25/03
Express Phone	\$0.0025	AL FL GA KY LA MS NC SC TN	7/30/03
Express Telephone Services	\$0.0035	AL FL GA KY LA MS NC SC TN	12/25/03
EZ Communications, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	1/1/04
FeroNetworks, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	12/22/02
FLATEL, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	8/12/05
Florida Telephone Services	\$0.0025	AL FL GA KY LA MS NC SC TN	10/17/02

Note 1: Total transit charges include Tandem Intermediary Charge, Tandem Switching and Common Transport (if applicable).

*Composite Transit Rate increasing to \$0.003 April 1, 2006

**Composite Transit Rate

Customer Name	Total Transit Charges (Note 1)	Effective in States	Effective Date
Ganoco, Inc. dba American Dial Tone, Inc.	\$0.0025	FL	7/2/02
Georgia Telephone Services	\$0.0025	AL FL GA KY LA MS NC SC TN	10/30/03
Global Connection	\$0.0025	AL FL GA KY LA MS NC SC TN	5/31/04
Global Crossing	\$0.0025	AL FL GA KY LA MS NC SC TN	10/18/03
Globe Telecommunications	\$0.0035	AL FL GA KY SC TN	12/17/04
Grande Communications	\$0.0025	AL FL GA KY LA MS NC SC TN	6/29/03
GSC Telecommunications	\$0.0025	AL FL GA KY LA MS NC SC TN	1/4/03
GSiWave.com	\$0.0025	AL FL GA KY LA MS NC SC TN	8/24/02
Gulf Coast Utilities	\$0.0035	AL FL GA KY LA MS NC SC TN	6/24/05
GulfPines Communications, LLC	\$0.0035	AL FL GA KY LA MS NC SC TN	5/22/05
Hotline, Inc. dba Hotline Telephone Service, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	5/15/04
ICG Telecom Group	\$0.0025	AL FL GA KY LA MS NC SC TN	3/9/03
IDS Telecom, LLC	\$0.0025	AL FL GA KY LA MS NC SC TN	2/5/03
Image Access, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	6/19/02
INET Communications, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	7/4/04
Inter Mountain Cable, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	7/8/05
InterGlobe Adoption	\$0.0035	AL FL GA KY LA MS NC SC TN	9/23/04
International Telnat	\$0.0035	AL FL GA KY LA MS NC SC TN	5/12/04
JCM NETWORKING	\$0.0035	AL FL GA KY LA MS NC SC TN	6/3/04
Kentucky Data Link	\$0.0035	AL FL GA KY LA MS NC SC TN	12/31/04
Kinetix Broadband LLC	\$0.0025	AL FL GA KY LA MS NC SC TN	2/28/04
KingTel, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	6/5/04
KMC Data, LLC*	\$0.0025	AL FL GA KY LA MS NC SC TN	6/30/05
KMC Telecom V, Inc*	\$0.0025	AL FL GA KY LA MS NC SC TN	6/30/05
Knology	\$0.0035	AL FL GA KY SC TN	12/17/04
Latin America Telephone Corporation	\$0.0035	AL FL GA KY LA MS NC SC TN	1/1/04
LecStar Telecom	\$0.0025	AL FL GA KY LA MS NC SC TN	1/1/03
Level 3 Communications, LLC	\$0.0035	AL FL GA KY LA MS NC SC TN	6/23/04
Lightning Communications	\$0.0035	AL FL GA KY LA MS NC SC TN	10/28/05
Lightyear Network Solutions, LLC	\$0.0035	AL FL GA KY LA MS NC SC TN	10/26/05
Madison River Communications, LLC	\$0.0025	AL FL GA KY LA MS NC SC TN	8/29/03
McLeod USA Telecommunication Services	\$0.0025	AL FL GA KY LA MS NC SC TN	12/25/02
MET Communications, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	9/2/05
Micro-Comm, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	1/15/03
Momentum Business Solutions	\$0.0025	AL FL GA KY LA MS NC SC TN	6/12/02
NationsLine	\$0.0035	FL GA KY LA NC SC TN	4/7/05
NationsLink Communications	\$0.0025	AL FL GA KY LA MS NC SC TN	12/11/02
Navigator Telecommunications	\$0.0025	AL FL GA KY LA MS NC SC TN	8/10/02
Network PTS	\$0.0035	AL FL GA KY LA MS NC SC TN	7/15/04
Network Telephone Corporation	\$0.0025	AL FL GA KY LA MS NC SC TN	6/20/03
Network USA	\$0.0035	AL FL GA KY LA MS NC SC TN	6/3/05
New Access	\$0.0035	AL FL GA KY LA MS NC SC TN	7/16/04

Note 1: Total transit charges include Tandem Intermediary Charge, Tandem Switching and Common Transport (if applicable).

*Composite Transit Rate increasing to \$0.003 April 1, 2006

**Composite Transit Rate

Customer Name	Total Transit Charges (Note 1)	Effective in States	Effective Date
New Dimension Communication	\$0.0035	AL FL GA KY LA MS NC SC TN	6/22/05
New Edge	\$0.0025	AL FL GA KY LA MS NC SC TN	2/18/02
New South Communications Corp.	\$0.0023	AL FL GA KY LA MS NC SC TN	5/18/01
Newcomm, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	6/24/04
Nexus Communications, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	7/9/04
North American Software Associates	\$0.0025	AL FL GA KY LA MS NC SC TN	8/7/02
NOW Acquisition Corporation	\$0.0025	AL FL GA KY LA MS NC SC TN	2/14/03
NTBS	\$0.0035	AL FL GA KY LA MS NC SC TN	6/25/05
OnePoint Communications	\$0.0025	AL FL GA KY LA MS NC SC TN	1/17/03
OneStar Communications	\$0.0025	AL FL GA KY LA MS NC SC TN	7/25/03
OneTone Telecom	\$0.0025	AL FL GA KY LA MS NC SC TN	7/31/03
OnFiber Carrier Servies, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	2/25/05
ONS-Telecom	\$0.0025	AL FL GA KY LA MS NC SC TN	9/21/03
PacWest*	\$0.0025	AL FL GA KY LA MS NC SC TN	11/24/05
Perferred Carrier Services, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	10/12/05
Phone-Link, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	2/20/03
PNG Telecommunications	\$0.0035	FL GA KY NC	5/7/04
Progress Telecom	\$0.0035	AL FL GA KY LA MS NC SC TN	10/9/05
Quality Telephone Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	1/11/04
Redsquare	\$0.0035	AL FL GA KY LA MS NC SC TN	5/25/05
Reed Communications	\$0.0035	AL FL GA KY LA MS NC SC TN	10/14/05
Rent-A-Line	\$0.0035	AL FL GA KY LA MS NC SC TN	7/9/04
Rightlink USA	\$0.0035	AL FL GA KY LA MS NC SC TN	11/4/05
Ring Connection, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	5/15/04
RNK Telecom, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	6/2/05
Ruddata	\$0.0035	AL FL GA KY LA MS NC SC TN	6/17/05
Sail Telecom, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	8/8/02
SBC Long Distance LLC	\$0.0035	AL FL GA KY LA MS NC SC TN	12/21/05
SBC Telecom, Inc	\$0.0025	FL GA KY SC	6/11/03
Seven Bridges Communications, LLC	\$0.0025	AL FL GA KY LA MS NC SC TN	5/31/03
Slaphey Telephone	\$0.0035	AL FL GA KY LA MS NC SC TN	2/19/05
Solution Telecom, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	1/8/04
South Carolina Net	\$0.0025	AL FL GA KY LA MS NC SC TN	6/14/03
South Georgia Pre-Paid	\$0.0025	AL FL GA KY LA MS NC SC TN	5/14/03
Southern Light	\$0.0035	AL FL GA KY LA MS NC SC TN	6/15/05
Southern Telecom Network, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	5/8/03
Southern Telecommunications Company, LLC	\$0.0035	AL FL GA KY LA MS NC SC TN	3/20/04
Southern Teleom Inc.	\$0.0035	FL GA KY NC SC	7/1/04
Spectrotel, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	2/22/03
Speedy Reconnect, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	1/16/03
Sprint Communications Company & Sprint Spectrum	\$0.0025	AL FL GA KY LA MS NC SC TN	1/1/01
Starlink Telecom Corporation	\$0.0035	AL FL GA KY LA MS NC SC TN	12/14/05

Note 1: Total transit charges include Tandem Intermediary Charge, Tandem Switching and Common Transport (if applicable).

*Composite Transit Rate increasing to \$0.003 April 1, 2006

**Composite Transit Rate

Customer Name	Total Transit Charges (Note 1)	Effective in States	Effective Date
Symtelco, LLC	\$0.0035	AL FL GA KY LA MS NC SC TN	10/22/05
Telepak Networks	\$0.0025	AL FL GA KY LA MS NC SC TN	2/20/04
TelSon Communications	\$0.0025	AL FL GA KY LA MS NC SC TN	9/2/02
Telstar Communications	\$0.0025	AL FL GA KY LA MS NC SC TN	9/4/03
TelWest Communications, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	7/17/03
Tennessee Telephone Service, LLC dba Freedom Communications	\$0.0035	AL FL GA KY LA MS NC SC TN	11/17/05
Terra Telecommunications	\$0.0035	AL FL GA KY LA MS NC SC TN	6/3/05
Texas Hometel	\$0.0035	AL FL GA KY LA MS NC SC TN	7/20/05
The NoNa Corporation	\$0.0035	AL FL GA KY LA MS NC SC TN	5/13/05
The Other Phone Company dba Access One & Talk America	\$0.0025	AL FL GA KY LA MS NC SC TN	6/12/02
Think 12 Corporation d.b.a Hello Depot	\$0.0035	AL FL GA KY LA MS NC SC TN	3/4/04
Time Warner Telecom	\$0.0025	FL	2/22/03
Town of Pineville	\$0.0025	AL FL GA KY LA MS NC SC TN	7/26/03
Trans National Communications International, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	3/17/04
Triarch Marketing	\$0.0025	AL FL GA KY LA MS NC SC TN	6/26/03
Trinity Telecommunications	\$0.0035	AL FL GA KY LA MS NC SC TN	12/2/04
U-Dial, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	2/5/03
Unicom	\$0.0035	AL FL GA KY LA MS NC SC TN	6/3/05
Unity Acquisition Company, Inc.	\$0.0025	AL FL GA KY LA NC SC TN	9/4/02
Unity Communications, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	12/1/05
Universal Beepers Express, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	1/17/04
Universal Telecom, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	6/9/05
US Carrier Telecom	\$0.0035	AL FL GA SC TN	11/12/05
US LEC	\$0.0025	FL	6/20/04
US South Communications, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	12/31/03
USA Telecommunications	\$0.0035	AL FL GA KY LA MS NC SC TN	5/22/05
Utility USA, Inc. dba OSCATEL	\$0.0025	AL FL GA KY LA MS NC SC TN	10/9/03
Vartec	\$0.0025	AL FL GA KY LA MS NC SC TN	6/22/03
Verizon Ave	\$0.0035	FL GA SC TN	11/24/05
VOLO Communications	\$0.0035	AL FL GA KY LA MS NC SC TN	9/2/05
WebShoppe Communications, Inc.	\$0.0025	AL FL GA KY LA MS NC SC TN	10/1/02
WorldTel	\$0.0035	AL FL GA KY LA MS NC SC TN	5/8/05
WorldxChange Corp. dba Acceris	\$0.0035	AL FL GA KY LA MS NC SC TN	2/4/04
WS Telecom, Inc dba eXpeTel	\$0.0025	AL FL GA KY LA MS NC SC TN	4/19/03
Xfone USA*	\$0.0025	AL FL GA KY LA MS NC SC TN	11/16/05
Ymax Communications	\$0.0035	FL	12/7/05
Your Communication Connection Group, Inc.	\$0.0035	AL FL GA KY LA MS NC SC TN	1/1/04

Note 1: Total transit charges include Tandem Intermediary Charge, Tandem Switching and Common Transport (if applicable).

*Composite Transit Rate increasing to \$0.003 April 1, 2006

**Composite Transit Rate

BellSouth's CMRS Interconnection Agreements in Florida		
Transit Traffic Rates		
CMRS Name	Transit Traffic Composite Rate	Effective Date(s)
Commnet of Florida, LLC	0.003000	11/28/2005
Cricket Communications, Inc.	0.003000	11/7/2005
MetroPCS California/Florida, Inc.	0.00300 Note 1	9/23/2005
AllTel Communications, Inc.	0.003000	9/1/2005
New Cingular PCS, LLC	0.003000	9/1/2005
United States Cellular Corp.	0.003000	11/3/2004
Cellular South, Inc. (fka Telepak, Inc.)	0.002000	9/1/2003
T-Mobile USA, Inc.	0.002000	5/1/2003
Cellco Partnershipt dba Verizon Wireless	0.002000	7/15/2002
AT&T Wireless Services, Inc.	0.002000	6/14/2001
Nextel South Corp.	0.002000	6/14/2001
NPCR, Inc. dba Nextel Partners	0.002000	6/14/2001
Tritel Communications, Inc.	0.002000	3/16/2001
Sprint Spectrum L.P. dba Sprint PCS;	0.002000	1/1/2001
Action Communications, Inc.	0.002000	11/1/1999
GTE Wireless, Inc.	0.002000	11/16/1998
Palmer Wireless, Inc.	0.002000	3/1/1997
Note 1: Rate subject to true-up on final transit traffic docket.		