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FEDERAL COMMUNICATIONS COMMISSION
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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Expedited Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration	)	CC Docket No. 00-218
In the Matter of Petition of Cox Virginia Telecom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc. and for Arbitration	)	CC Docket No. 00-249
In the Matter of Petition of AT&T Communications of Virginia Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes With Verizon Virginia Inc.	)	CC Docket No. 00-251

VERIZON VA'S DIRECT TESTIMONY ON MEDIATION ISSUES
(CATEGORIES I AND III THROUGH VII)

NETWORK ARCHITECTURE

- DONALD E. ALBERT
- PETER J. D'AMICO

AUGUST 17, 2001

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I. INTRODUCTION

Q. PLEASE STATE YOUR NAME, YOUR POSITION AND YOUR BUSINESS ADDRESS.

A. My name is Pete D'Amico. I am a Senior Specialist in the Interconnection Product Management Group for Verizon Services Corp. My business address is 416 7th Avenue, Pittsburgh, Pennsylvania 15219.

My name is Don Albert. I am Director - Network Engineering for Verizon Services Corp. (formerly, Bell Atlantic Network Services, Inc.). My business address is 600 East Main Street, Richmond, Virginia.

Q. HAVE YOU TESTIFIED PREVIOUSLY IN THIS PROCEEDING?

A. Yes. On July 31, 2001, we provided direct testimony for those issues that were not scheduled for mediation.

Q. WHAT IS THE PURPOSE OF THIS TESTIMONY?

A. We are providing direct testimony for those issues that went to mediation and were not resolved by the Parties.

Q. FOR THE MEDIATION ISSUES NOT RESOLVED, WAS THE MEDIATION PROCESS HELPFUL IN DEFINING AREAS OF DISAGREEMENT BETWEEN OR AMONG THE PARTIES?

A. The answer is yes with respect to the network architecture issues remaining between AT&T and Verizon VA. The answer is also yes as to some of the WorldCom issues. For

others, however, WorldCom's approach to negotiation has created unnecessary hurdles to resolution. This is because WorldCom's statement of its issue often begins with the following language: "Should the interconnection agreement contain [such and such language]?" This approach by WorldCom fails to identify with specificity any particular issue for arbitration as to Verizon VA's proposed language or to state specifically where Verizon VA's proposed language does not adequately address a subject. The mediation process forced WorldCom, in some instances, to define its issue with Verizon VA's proposed language rather than simply proposing entirely new language. WorldCom also was forced in some instances to identify where it believes Verizon VA does not adequately address a subject, which allowed the Parties to focus on specific WorldCom-proposed provisions instead of an entirely new agreement.

Despite the progress made at the mediation, there is unnecessary confusion because of WorldCom's refusal to work from Verizon VA's template agreement. Verizon VA certainly demonstrated its flexibility in negotiating from and off that template, but there must be a starting point for the discussions. The Verizon VA-proposed template should be that starting point--because that agreement must govern.

WorldCom, in some instances, is leasing Verizon VA's facilities to deliver local traffic to Verizon VA's network. In order to maintain the integrity of that network, including those facilities that are leased to WorldCom, Verizon VA must maintain sound engineering standards over its network architecture. Those standards that protect its network equipment, facilities and employees are contained in Verizon VA's proposed

interconnection agreement, and there is no basis for Verizon VA to maintain different standards for WorldCom.

On the unresolved mediation issues, Verizon VA's proposed language adequately addresses WorldCom's concerns while at the same time appropriately addressing Verizon VA's obligation to interconnect with carriers other than WorldCom.

II. MEDIATION ISSUES (ISSUES III-4, IV-3, IV-4, IV-5, IV-6, IV-7, IV-8, IV-11, IV-12, IV-31, IV-34, IV-37, VI-1(B), VI-1(C))

A. FORECASTS (ISSUE III-4)

Q. WHAT IS THE DISPUTE WITH AT&T REGARDING FORECASTS? (Exhibit C-3, Verizon-Proposed Agreement with AT&T, §§ 10.3.1, 10.3.2.1)

A. The issue is whether AT&T should have to provide Verizon VA with forecasts of how much traffic originated by Verizon VA will be sent to AT&T for termination. AT&T is willing to provide Verizon VA with a trunk forecast for trunks carrying calls from AT&T's network to Verizon's network. AT&T, however, is not willing to provide Verizon VA with a trunk forecast for trunks carrying calls from Verizon VA's network to AT&T's network. Verizon VA's position is that AT&T should provide inbound and outbound traffic forecasts because AT&T is the only party who can reasonably make such forecasts.

Q. IS THE FORECAST ISSUE WITH AT&T SIMILAR TO THE FORECAST ISSUE THAT VERIZON VA HAS WITH COX?

A. Yes. It is our understanding that the issue is virtually identical.

Q. WHAT IS THE ORIGIN OF THE TRUNK FORECASTING PROCESS CURRENTLY USED BY VERIZON VA AND THE CLECS?

A. The trunk forecasting process was developed through a New York PSC collaborative working group. The New York PSC staff, Verizon, and the CLECs, including AT&T, participated in this effort. The trunk forecasting collaborative was part of a larger effort by the New York PSC to develop operational performance standards, remedies, and penalties. The trunk forecasting process from the New York collaborative requires the CLECs to provide semi-annual trunk forecasts for both the trunks carrying calls from the CLECs' network to Verizon's network, as well as the trunks carrying calls from Verizon's network to the CLEC's network.

Q. IS THE TRUNK FORECASTING PROCESS FROM THE NEW YORK PSC COLLABORATIVE USED IN VIRGINIA?

A. Yes, this process is used in Virginia. It is also used in the 13 other Verizon East states.

Q. WHY DOES VERIZON VA NEED A TRUNK FORECAST?

A. Verizon VA uses trunk forecasts from AT&T, and all CLECs, in its planning process to size and time additions to the switching infrastructure for trunks. The planning, engineering, ordering, and installation of this equipment requires relatively long lead times. Trunk forecast information is used to decide how big an addition to make (sizing), as well as when to engineer and order the addition (timing). Having sufficient trunking

capacity in place on Verizon VA's switches, in advance of provisioning interconnection trunks between Verizon VA's switches and AT&T's switches, is critical to Verizon VA's ability to offer standard trunk provisioning intervals and to meet operation performance standards for trunk provisioning and trunk blocking.

Q. IS VERIZON VA OR AT&T BEST ABLE TO FORECAST THE INTERCONNECTION TRUNKS REQUIRED TO CARRY TRAFFIC FROM VERIZON'S NETWORK TO AT&T'S NETWORK?

A. AT&T is best able to forecast this information. This is why the CLECs agreed to this approach in the New York PSC trunk forecasting collaborative. The growth in CLEC interconnection trunks has been explosive and volatile. For example, last year in Virginia, trunks carrying calls from Verizon VA's network to the CLECs' network grew 106% (50,000 trunks in service EOY 1999 grew to 103,000 trunks in service EOY 2000). If AT&T targets customers who primarily receive calls, like ISPs, and AT&T knows that most of those calls originate from Verizon VA end users, then only AT&T knows how many trunks will be required for the traffic that originates on Verizon VA's network. AT&T is the only party privy to its own marketing plans. This factor, by far, has the greatest influence on the need (both trunk quantities and trunk installation timing) for interconnection trunks required to carry calls from Verizon VA's network to AT&T's network.

Q. IS THE FORECAST ISSUE (III-4) RESOLVED WITH WORLDCOM?

A. WorldCom's statement of this issue addressed inbound and outbound forecasts as well as other seemingly unrelated issues. The issue of inbound and outbound traffic forecasts with WorldCom has been resolved. On the other issues, which are primarily reflected in §§ 4.1 and 4.3 of WorldCom's proposed language, the Parties are attempting to reach agreement. Verizon VA maintains, however, that §§ 4.1 and 4.3 are unnecessary. Including these detailed provisions to address the trunk ordering and trunk servicing areas that WorldCom and Verizon VA are already adequately handling on an informal basis will create a level of administration that will impede the flexibility needed in this area. Network planning is not an exact science, and cannot be reflected in precise formulas. That is what WorldCom's proposed language attempts to do, and it is unnecessary.

B. TRUNK AND FACILITY AUGMENTATION (ISSUE IV-3)

Q. WORLDCOM STATES THAT THE INTERCONNECTION AGREEMENT SHOULD CONTAIN SPECIFIC PROVISIONS CONCERNING WHEN THE PARTIES SHOULD BEGIN PLANNING FOR TRUNK AND FACILITY AUGMENTATION. PRIOR TO THE PARTIES' MEDIATION, WERE YOU FAMILIAR WITH THE TERM "TRUNK AND FACILITY AUGMENTATION"? (WorldCom proposed interconnection agreement, § 1.1.6.4)

A. No. WorldCom did not explain what it meant by "trunk and facility augmentation." In its response, WorldCom vaguely referred to service disruptions. Verizon VA's proposed interconnection agreement ensures that customers do not experience service disruptions.

Q. AS A RESULT OF THE MEDIATION, DOES VERIZON VA KNOW WHAT WORLDCOM MEANS WHEN IT USES THE TERM FACILITIES?

A. WorldCom stated during the mediation that it uses the term "facilities" to mean the underlying transmission systems, media and electronics that Verizon VA uses in order to support its trunks.

Q. WORLDCOM PROPOSES THAT VERIZON VA AUGMENT THESE "FACILITIES" WHEN THEY ARE AT 50% OF CAPACITY. SHOULD THERE BE AN AUTOMATIC "TRIGGER" TO AUGMENT THESE FACILITIES?

A. No. Verizon VA is opposed to automatic triggers that would require Verizon VA to augment its underlying transport facilities once those facilities reach a certain level of utilization. WorldCom's very broad proposal is operationally, practically and technically absurd. Verizon VA uses a variety of electronic components (types of transport equipment) to provide individual transport facilities to WorldCom, including:

- OC-48 SONET multiplexers;
- OC-12 SONET multiplexers;
- 3x3 digital-cross connect machines;
- 3x1 digital-cross connect machines;
- 3/1 asynchronous multiplexers; and
- D4 channel banks.

It would be administratively and operationally burdensome, not to mention virtually impossible, to uniquely track the individual equipment utilizations on the multitude of specific pieces of network interoffice facilities ("IOF") equipment that WorldCom's

transport circuits happen to traverse. There are no systems, processes or procedures that exist to accomplish this. In addition, from a general perspective, providing relief at a 50% utilization level is a significantly superior grade of service compared to how Verizon engineers and operates the major components of its IOF network today. Verizon VA would incur substantially greater equipment costs not only for WorldCom's circuits that use this equipment but for all of Verizon VA's other customers that also use this equipment. WorldCom is not willing to pay for these costs.

The media WorldCom wants Verizon VA to augment at 50% of capacity is the fiber that connects the Verizon VA wire center and the CLEC premises. Verizon VA deploys fiber underground, typically under public thoroughfares like roads and highways, and aerially. Verizon VA normally installs this fiber underground in bundles, or ribbons, of 12 or 24 glass fiber strands. Pursuant to WorldCom's proposal, if these "facilities" were at 50% of capacity, then Verizon VA would automatically be required to "augment" the fiber cables without regard to where it is located and without regard to projected future demand. This would cause unnecessary construction and be a ridiculous waste of money and resources. For example, if Verizon VA had 12 spare fibers, Verizon VA could place electronics, like an OC-48, to provide WorldCom an additional 193,536 trunks. It would be ludicrous for Verizon VA to "augment" fiber when a simple electronics modification would suffice.

Q. HAS VERIZON VA PROPOSED CONTRACT LANGUAGE TO ADDRESS THIS ISSUE?

A. Yes. Verizon VA has proposed reasonable requirements in §§ 2.4 and 13 with respect to trunk provisioning and forecasting, which ensure that customers of both carriers are able to complete and receive their calls.

C. INTERCONNECTION INTERVAL (ISSUE IV-4)

Q. WORLDCOM PROPOSES THAT THE INTERCONNECTION AGREEMENT ADDRESS THE INTERCONNECTION INTERVAL. DO YOU AGREE? (WorldCom proposed interconnection agreement, Attachment IV §§ 1.1.4 - 1.1.4.4)

A. Yes. Verizon VA's proposed language in § 4 addresses the interconnection interval that is appropriate, reasonable, and applies to CLECs in a nondiscriminatory manner. Verizon VA proposes that WorldCom, and every CLEC, provide Verizon VA with prior written notice of its intent to interconnect. This notice will include specific information, such as routing points and the CLEC's desired interconnection date, which Verizon VA needs in order to facilitate interconnection. Verizon VA will respond to the notice within 10 business days and the parties will mutually agree on an interconnection activation date. It is my understanding that the Parties have reached agreement in principle with respect to this portion of WorldCom's issue.

Q. WORLDCOM ALSO PROPOSES THAT THE INTERCONNECTION AGREEMENT ADDRESS CERTAIN ENVIRONMENTAL AND OTHER INFORMATION THAT VERIZON VIRGINIA WILL PROVIDE IN RESPONSE TO A REQUEST FOR INTERCONNECTION. IS THIS NECESSARY?

A. No. Verizon VA should not be required to provide WorldCom with the information it seeks, and the manner in which it seeks it, with respect to environmental conditions and other hazardous materials. Verizon VA will provide WorldCom with environmental and other hazardous conditions information in accordance with applicable law. Verizon VA will also provide this information in a reasonable amount of time. It is unrealistic of WorldCom to propose that Verizon VA provide this information within ten days of a request for interconnection. The relevant information may not be available in that short a time.

Q. IS WORLDCOM'S PROPOSAL REASONABLE WITH RESPECT TO WHERE VERIZON VA MUST LOOK FOR THE INFORMATION WORLDCOM SEEKS?

A. No. WorldCom's proposal is unnecessarily broad. For instance, WorldCom wants access to information that may no longer be in Verizon VA's records. WorldCom considers information available to Verizon VA if it is in the possession of a "***former*** agent, contractor, employee, Affiliate, lessor, or tenant of Verizon." (emphasis added). In addition, in its Attachment IV § 1.1.4.3, WorldCom proposes that it be allowed to do a "site survey," without limitation as to purpose. There is not legitimate reason for WorldCom to perform "site surveys" at a Verizon VA central office, for example, for any purpose at any time.

Q. WORLDCOM DOES STATE THAT THE CURRENT CONTRACT HAS PROVISIONS SIMILAR TO THOSE IT PROPOSES. IS THIS TRUE?

A. Yes, at least as to the exchange of certain environmental information. Under the current language, there was not a single instance in which WorldCom requested from Verizon VA the information it now says should be provided. Further, WorldCom does not even provide a justification for why it would need this information or why it believes Verizon VA would not provide this information in accordance with applicable law or in accordance with Verizon VA's proposed agreement. Section 13 of Verizon VA's proposed agreement is intended to deal with the kind of issue WorldCom is raising and provides the flexibility to allow the Parties to deal with this type of issue effectively. There is no reason the interconnection agreement should include WorldCom's requested provision.

D. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC (ISSUE VI-1(B))

Q. THIS ISSUE DEALS WITH § 5 OF VERIZON VA'S PROPOSED LANGUAGE. DO YOU KNOW WHY WORLDCOM WILL NOT AGREE TO PROPOSED §§ 5.2.1 AND 5.2.2?

A. Yes, though WorldCom has not really articulated the real reason it will not agree to this language. During the mediation, WorldCom stated that it did not want its interface limited to a DS-1 or DS-3. The real issue, however, is whether WorldCom should order DS-3 facilities to the Verizon VA central office that is designated as an intermediate or terminus hub location at which 3/1 multiplexing is performed. WorldCom is now refusing to order "Muxed DS-3" transport facilities from a Verizon VA central office designated as an intermediate or terminus hub location for local interconnection trunks,

as it has as an interexchange carrier for years. With a DS-3 interface the carrier orders a DS-3 that is multiplexed down into 28 separate DS-1s that all ride on the same DS-3. This is a different arrangement than when a carrier orders point to point DS-3, where Verizon interconnects the full 45 megabit DS-3 bandwidth between the two points, without providing any multiplexing.

Q. WHAT ARE INTERMEDIATE HUB LOCATIONS?

A. Intermediate hub locations are those wire centers designated in the National Exchange Carrier Association ("NECA") 4 Tariff, which have installed equipment that is capable of multiplexing a DS-3 facility to 28 individual DS-1 facilities for multiple carriers, and have interoffice routes available for the DS-1s to traverse to another wire center. To provide this service for multiple carriers, Verizon VA uses a 3x1 electronic digital cross connect machine located in its central office. An intermediate hub connects DS-1 trunks to switches in specified subtending Verizon VA wire centers.

Q. WHAT ARE TERMINUS HUB LOCATIONS?

A. Terminus hub locations are those wire centers designated in the NECA 4 Tariff that have equipment that is capable of multiplexing a DS-3 facility to 28 individual DS-1 facilities that terminate in that wire center switch(es). To provide this service, Verizon VA uses a 3/1 electronic digital cross connect machine located in its central office. A terminus hub connects DS-1 trunks to switches only in the wire center where the multiplexing is performed. Reconfiguring the terminus hubs to be intermediate, while technically

conceivable, would be very expensive, and WorldCom is not willing to pay the additional costs of doing that work.

Q. WHEN LOCAL INTERCONNECTION TRUNKS ARE ORDERED USING A DS-3 INTERFACE AT THE POINT OF INTERCONNECTION, SHOULD VERIZON VA BE REQUIRED TO CONSTRUCT 3/1 MULTIPLEXING FACILITIES AT CENTRAL OFFICES OTHER THAN THOSE INTERMEDIATE AND TERMINUS HUB LOCATIONS IDENTIFIED IN THE NECA 4 TARIFF?

A. No, not all central offices have the 3/1 electronic digital cross connect machines that Verizon uses to multiplex switched DS-1s into DS-3s for multiple carriers. The 3/1 digital cross connect machine is a large expensive piece of specialty transport equipment. In addition, if WorldCom orders DS-3 facilities to an office that is not a designated intermediate hub, Verizon VA may not have sufficient interoffice facilities from that office to get to other offices in the LATA.

Verizon VA has made substantial accommodations in its network architecture for the facilities and equipment of WorldCom. Verizon VA has informed the CLECs about where in Verizon VA's network they can order "Muxed DS-3" facilities, just as IXCs have for years, by referring them to the NECA 4 Tariff. In accordance with ¶ 202 of the *Local Competition Order*, Verizon VA has adapted its facilities to meet CLEC demands and has notified WorldCom about which central offices are designed for Muxed DS-3 transport facilities. Moreover, this is entirely consistent with WorldCom's practice as an IXC when purchasing access using multiplexed DS-3 facilities.

Q. IF VERIZON VA WERE REQUIRED TO OFFER INTERCONNECTION FACILITIES AND HUBBING AT CENTRAL OFFICES OTHER THAN THOSE INTERMEDIATE AND TERMINUS HUB LOCATIONS IDENTIFIED IN THE NECA 4 TARIFF, SHOULD WORLDCOM BE RESPONSIBLE FOR VERIZON VA'S COSTS IN ADAPTING ITS FACILITIES?

A. Yes. This Commission has recognized that CLECs should be responsible for expensive forms of interconnection. The Commission has said that if Verizon VA "must accept the novel use of, and modification to, its network facilities to accommodate the interconnector" then "of course, a requesting carrier that wishes a 'technically feasible' but expensive interconnection would, pursuant to section 252(d)(1), be required to bear the cost of that interconnection, including a reasonable profit." *Local Competition Order* ¶¶ 199, 202. Thus, if Verizon VA were required to offer interconnection facilities and hubbing at locations other than those identified in the NECA 4 tariff, WorldCom and other CLECs should be financially responsible for Verizon VA's costs in modifying and adding equipment to those locations.

Q. TO WHAT EXTENT HAVE VERIZON VA AND WORLDCOM AGREED TO THE OTHER PORTIONS OF VERIZON VA'S PROPOSED § 5 REGARDING THE TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC?

A. It is our understanding that WorldCom has agreed to proposed § 5.2.3. Verizon VA and WorldCom have agreed to disagree with Verizon VA's proposed § 5.2.4 because of

WorldCom's Issue IV-3, which deals with augmentation. With respect to §§ 5.2.5 and 5.2.6, it is our understanding that the Parties' have reached agreement on those provisions, with some modification. The Parties, however, have yet to memorialize that agreement. The Parties agreed to delete § 5.2.7.

E. INTERCONNECTION COSTS (ISSUE IV-5)

Q. WHEN THE PARTIES INTERCONNECT THEIR RESPECTIVE NETWORKS, SHOULD EACH PARTY PAY 50% OF THE COSTS OF INTERCONNECTION AS WORLDCOM SUGGESTS IN ITS POSITION STATEMENT? (WorldCom proposed interconnection agreement, Attachment IV § 1.1.6.6)

A. This depends on what WorldCom means. WorldCom's position statement is not entirely consistent with its statements at the mediation on this issue. As addressed more fully in our direct testimony filed on Issue I-1, Verizon VA proposes that each Party bear financial responsibility for hauling its originating traffic to the other Party's IP. In addition, this Commission has held that CLECs are responsible for the costs of interconnection, including a reasonable ILEC profit. If WorldCom proposes that Verizon VA should be financially responsible for half of WorldCom's interconnection costs, when those costs are solely WorldCom's responsibility, then this Commission should reject WorldCom's proposal. This proposal conflicts with this Commission's holding from its *Local Competition Order*.

If, however, WorldCom's proposal is meant to allocate the Parties' financial responsibility with respect to mid-span meets, as WorldCom stated at the mediation, then

Verizon VA does not object to the purpose behind WorldCom's proposal. In accordance with the *Local Competition Order,* the Commission held that each Party should be financially responsible for the costs of its build-out to the mid-span meet. If this is what WorldCom intended by proposing § 1.1.6.6 in its Attachment IV, then Verizon VA would be able to agree if this language is modified to more accurately reflect what WorldCom stated at the mediation. The language does not do this now.

Q. OTHER THAN RECIPROCAL COMPENSATION CHARGES ESTABLISHED BY VERIZON VA FOR LOCAL TRUNKS, WCOM ALSO PROPOSES THAT VERIZON VA BE PROHIBITED FROM LEVYING RECURRING OR NON-RECURRING RATES FOR THE USE OF LOCAL TRUNK GROUPS. DOES VERIZON VA CURRENTLY LEVY THESE CHARGES ON WORLDCOM? (WorldCom proposed interconnection agreement, Attachment IV § 1.2.5)

A. Verizon VA does not bill any recurring trunk charges such as port charges for interconnection trunks that are used to exchange reciprocal compensation traffic. Interconnection port charges are included in the reciprocal compensation usage rate. The reciprocal compensation usage rate, however, does not include any installation trunk connection charges that are recovered on a non-recurring basis.

F. MEET POINT TRUNKING (ISSUE IV-6)

Q. WORLDCOM PROPOSES THAT THE INTERCONNECTION AGREEMENT ADDRESS MEET POINT TRUNKING ARRANGEMENTS. DO YOU AGREE? (WorldCom proposed interconnection agreement, Attachment IV §§ 1.4.1 - 1.4.8)

A. Yes, even though these trunks are used for access services and not local interconnection, Verizon VA's proposed language addresses these arrangements and WorldCom has failed to identify any deficiencies in that language. Verizon VA's proposed agreement contains detailed terms regarding the transmission and routing of exchange access traffic.[1] Thus, Verizon VA's contractual commitment should satisfy WorldCom's concerns, whatever they are. Moreover, in Verizon VA's network, an IXC delivers its traffic to the access tandems and Verizon VA requires access toll connecting trunks from the CLEC end office to Verizon VA's access tandem to pass and receive access traffic between the CLEC and IXCs connected to Verizon VA's access tandems. Without CLEC access toll connecting trunks, Verizon VA could not complete these calls between the CLEC and IXC.

Q. DOES WORLDCOM WANT SEPARATE TRUNKING ARRANGEMENTS FOR SWITCHED ACCESS SERVICES?

A. No. WorldCom wants all of its interconnection trunk groups essentially classified as local trunk groups because it believes that one large trunk group is more efficient. It is simply not possible to combine the local interconnection trunk group with the access toll connecting trunk group due to the different types of signaling used to route local traffic as opposed to the signaling required to route traffic to interexchange carriers. We more fully address this issue below.

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[1] *See* Verizon proposed interconnection agreement, Interconnection Attachment, §§ 8.0 and 9.0, *et seq.*

1G. 911/E911 ARRANGEMENTS (ISSUE IV-7)

2

3 **Q. WHY SHOULD THE COMMISSION ADOPT VERIZON VIRGINIA'S 911/E911**
4 **ATTACHMENT INSTEAD OF WORLDCOM'S PROPOSAL? (WorldCom**
5 **proposed interconnection agreement, Attachment IV §§ 1.5.1 - 1.5.14)**

6 A. Verizon VA's proposed Interconnection Agreement contains a detailed 911 Attachment
7 that should satisfy any WorldCom issue. As is true of so many of these issues,
8 WorldCom has not explained why it has found Verizon VA's template to be
9 unacceptable, or why additional provisions are necessary for WorldCom to provide
10 adequate 911 service to its subscribers. WorldCom does not, and cannot, provide any
11 justification for why it requires a different agreement for interconnecting with Verizon
12 VA's 911/E911 platforms than other CLECs.

13

14 Verizon VA does not disagree with WorldCom's general premise, expressed in the
15 beginning of its issue statement, that the interconnection agreement should contain "terms
16 to facilitate the prompt, reliable, and efficient interconnection of [WorldCom's] system to
17 Verizon's 911/E-911 platforms . . . ." As this Commission is aware, 911/E911 is an
18 important public service and one that Verizon VA takes very seriously. Verizon
19 negotiates with every CLEC using the same template as a starting point. Because
20 Verizon negotiates with literally hundreds of CLECs in Virginia and because this is such
21 a critical service, it is important to operate with consistent processes and procedures to
22 give Verizon VA, the CLECs, and Emergency Service Officials a clear and uniform
23 understanding as to their responsibilities.

24

Verizon VA has negotiated with numerous CLECs using its proposed 911 Attachment. In the course of negotiations, Verizon VA and other CLECs have made changes and modifications to this model based upon the natural give and take that occurs during negotiations. In most instances these revisions are then modified and updated in the template. For example, in this arbitration, AT&T and Verizon VA have reached almost total agreement on their respective 911/E911 issues by using Verizon's Attachment as a starting point. There is no reason why WorldCom could not have reached the same result.

Q. DURING THE MEDIATION, MUCH OF THE DISCUSSION FOCUSED ON THE PARTIES' DISAGREEMENT REGARDING THE EXCHANGE OF PSAP DATA. PLEASE DESCRIBE THIS DISAGREEMENT.

A. PSAPs ("Public Safety Answering Points") are coordinated by a local governmental authority, such as a state, county or city. If, for whatever reason, the Verizon VA 911/E911 Tandem fails, most PSAPs have a 10 digit alternate number (a "PSAP Code") that enables the E911 call to be routed over the non-emergency network. From time to time, the PSAP coordinator will change the PSAP Code and notify appropriate carriers. WorldCom proposes that Verizon VA maintain a list of PSAP Codes for WorldCom and notify WorldCom whenever any changes or updates occur. WorldCom wants Verizon VA to assume this responsibility even though WorldCom can, and should, deal directly with the PSAP data provider. Verizon VA cannot agree to accept this responsibility for WorldCom. Instead, this is one of the obligations that WorldCom must take on because it wants to be a local exchange provider.

First, because these PSAP Codes are occasionally changed, WorldCom's proposal would force Verizon VA to shoulder a responsibility, and an accompanying potential for liability, which Verizon VA should not be required to bear. There is no reason to create an additional administrative activity for Verizon VA with a potential for error when WorldCom can and should deal directly with the PSAP data provider. Moreover, if Verizon VA agrees to do this for WorldCom, other carriers could opt-in to this agreement and force the same responsibility and corresponding liability onto other Verizon entities without producing any real benefit. Secondly, some PSAP data providers do not permit Verizon VA to release this information because they fear that certain carriers, in an effort to save money, may choose to route calls through translations directly to the 10 digit PSAP Code rather than through the established emergency network that is designed to meet the requirements set forth by the National Emergency Number Association and the National Reliability Council formed by the Commission in 1991. If Verizon VA were to release this information to WorldCom, over the objection of the state PSAP coordinator, Verizon VA would risk exposing itself to further liability and litigation. If the Commission orders Verizon VA to release this information to WorldCom, Verizon VA will be placed between the proverbial rock and a hard place.

In its proposed 911 Attachment, Verizon VA has offered to work cooperatively with WorldCom to arrange meetings with PSAP coordinators to answer any questions they may have regarding the Parties' 911/E911 arrangement. At these meetings and during initial network facilities testing, WorldCom can obtain the PSAP code itself. Moreover, with the assistance of Verizon VA, WorldCom can begin to cultivate a relationship with

the PSAP coordinators to relieve any concerns that they may have in directly releasing this information to WorldCom.

Q. TO YOUR KNOWLEDGE, WHY DO SOME PSAP COORDINATORS NOT WANT VERIZON VA TO RELEASE THE PSAP CODES TO OTHER CARRIERS?

A. As stated above, it is my understanding that certain PSAP coordinators, including some state and municipal coordinators, do not want Verizon VA to routinely release this information. They are worried that certain carriers to whom Verizon VA provides the PSAP codes will then by-pass the normal 911/E911 arrangements and use the PSAP codes for all 911/E911 calls. If the carriers were to by-pass the established E911 network it could put the public at risk because the non-emergency network is not designed to receive calls in this manner and the PSAP coordinators do not have sufficient manpower to accept calls in this manner.

H. OS/DA TRUNKING (ISSUE IV-8)

Q. DO YOU AGREE WITH WORLDCOM THAT THE INTERCONNECTION AGREEMENT SHOULD INCLUDE TERMS SETTING FORTH OS/DA TRUNKING ARRANGEMENTS? (WorldCom proposed interconnection agreement, Attachment IV §§ 1.6.1 - 1.7.2, and 6.1 - 6.6)

A. If WorldCom purchases Operator Services or Directory Assistance from Verizon VA, then the Parties should reach agreement on the OS/DA trunking arrangements. Verizon VA contends that the Parties should have a separate agreement or simply agree to these

arrangements in an attachment to the Parties' subsequent interconnection agreement. Many other CLECs have agreed to this arrangement and Verizon VA does not understand why WorldCom cannot. For instance, AT&T has agreed with Verizon VA that the Parties should reach separate agreement regarding OS/DA trunking arrangements, as part of an overall agreement covering the purchase of Operator Services or Directory Assistance from Verizon VA.

Q. WORLDCOM PROPOSES THAT OS/DA SERVICES SHOULD BE PROVIDED OVER THE PARTIES' LOCAL INTERCONNECTION TRUNK GROUPS AT WORLDCOM'S OPTION AS OPPOSED TO SEPARATE DEDICATED TRUNK GROUPS TO VERIZON VA'S OS/DA PLATFORM SWITCHES. WHY SHOULD THE COMMISSION REJECT THIS PROPOSAL?

A. The Commission should reject this proposal because Verizon VA cannot identify, track, and bill for these calls if they are carried over local interconnection trunk groups that do not terminate into Verizon's OS/DA switches. Verizon VA would not be able to provide WorldCom with call detail records to enable it to bill the appropriate end user because Verizon VA cannot identify the originating line number.

I. TRUNKING MEASUREMENT AND BILLING OVER LOCAL INTERCONNECTION TRUNKS (ISSUES IV-11, IV-34)

Q. WHY SHOULD THE COMMISSION ADOPT VERIZON VIRGINIA'S TRUNK MEASUREMENT AND BILLING OVER LOCAL INTERCONNECTION TRUNKS PROVISION INSTEAD OF WORLDCOM'S PROPOSAL? (Issue IV-

11) (WorldCom proposed interconnection agreement, Attachment IV §§ 4.1 - 4.1.2.5, 4.5, 7 - 7.6)

A. Verizon VA addresses the information the parties need to exchange with respect to the treatment of local traffic in § 6 of the Interconnection Attachment of Verizon VA's proposed agreement. Section 9, the Meet-Point Billing Arrangements section, addresses the originating/terminating arrangements that the respective parties will bill to IXCs. Although WorldCom's language addresses many of the same items that are in the Verizon VA provisions, it does not address the situation where neither party can mechanically determine the jurisdiction of local traffic nor the measurement of Internet traffic. In addition, WorldCom does not adequately address the situation where a party does not pass CPN on the traffic. Verizon VA's language fully addresses all the relevant issues and should be adopted.

Q. TO WHAT EXTENT HAVE VERIZON VA AND WORLDCOM BEEN ABLE TO REACH AGREEMENT ON THE USAGE MEASUREMENT ISSUE?

A. There was discussion at the mediation and since that time on this issue, but there still is no agreement. Verizon VA continues to have concerns regarding WorldCom's proposal addressing when CPN is not available. Although WorldCom is correct that there are ways other than CPN that can be used to determine jurisdiction of the call, Verizon is reluctant to rely on them. Because the CPN can be "stripped off" and the Billing Telephone Number (BTN) and ANI, the other methods to which WorldCom refers, can be manipulated, an unscrupulous CLEC sending access traffic could be charged reciprocal compensation rates when it should be paying access rates. With the exception

of the "stripping off" of the CPN, the content of the CPN is not easily changed. Thus, Verizon VA prefers to use CPN, as does WorldCom, and has concerns about using alternative methods that would be available to every CLEC.

Q. WHY SHOULD THE COMMISSION ADOPT § 6 OF VERIZON VIRGINIA'S INTERCONNECTION ATTACHMENT?

A. Verizon VA's proposed § 6 of its interconnection attachment strikes the right balance between addressing Verizon VA's opt-in and technical concerns against WorldCom's desire to route multi-jurisdictional traffic over one trunk group. In addition to the reasons raised above, Verizon VA's proposal should be adopted because it satisfies WorldCom's concerns. It provides that when CPN and other call detail information used to classify traffic as either intraLATA toll or local traffic over local interconnection trunks becomes available on an automated basis, the receiving party is able to bill the originating party the appropriate rate. In the event the parties do not have the ability to use and classify CPN information, on at least 90% of the calls, on an automated basis, the originating Party should provide a Percent Interstate Usage ("PIU") and Percent Local Usage ("PLU") factor.

Q. SHOULD THE INTERCONNECTION AGREEMENT CONTAIN TERMS FOR MULTI-JURISDICTIONAL TRAFFIC OVER ONE TRUNK GROUP? (Issue IV-34) (WorldCom proposed interconnection agreement, Attachment IV §§ 4.1.2.5 and 4.5)

1 A. Not as WorldCom proposes. Only in limited circumstances should the parties exchange
2 multi-jurisdictional traffic over one trunk group.
3
4 **Q. PLEASE DESCRIBE THOSE LIMITED CIRCUMSTANCES.**
5 A. Verizon VA can deliver and receive local and intraLATA toll traffic over a single trunk
6 group in accordance with § 6 of its proposed interconnection agreement. Verizon VA
7 cannot mix local, intraLATA toll and interLATA toll traffic over the same trunk group.
8
9 **Q. PLEASE DESCRIBE WHY VERIZON VA CANNOT PROVIDE WORLDCOM**
10 **WITH THE MULTI-JURISDICTIONAL TRUNK GROUP IT DESIRES.**
11 A. WorldCom wants to combine local, intraLATA toll and interLATA toll traffic over one
12 trunk group, the so-called "Super Trunk Group." Verizon VA cannot practically provide
13 WorldCom with this trunk group.
14
15 The inability of WorldCom and Verizon VA to reach an agreement on this issue affects a
16 number of contract issues between the Parties. Thus, understanding why Verizon VA
17 cannot do what WorldCom wants is very important to understanding why many of
18 WorldCom's contact provisions are inappropriate. In Verizon VA's network, the
19 Verizon VA local trunk groups cannot process the signaling, whether it is a CIC, OZZ or
20 in GR-394 format, which is required for IXC traffic. First, work would have to be done
21 at the national level before such arrangements could be incorporated into Verizon VA's
22 network. Specifically, Verizon VA needs requirements for billing, ordering and
23 provisions to be developed at the OBF and at the ANSI T1M1 Forum. Second, if

WorldCom were to send this traffic to Verizon VA over a local trunk group, Verizon VA could not record or bill the traffic and the call would not go through to completion. Verizon VA's switches also could not process the traffic traveling over the so-called "Super Trunk Group." Finally, in several of Verizon VA's serving areas, Verizon has separate tandems for local and access traffic. Thus, realistically, the Super Group would not achieve the "efficiencies" boasted by WorldCom because in these areas WorldCom needs to have separate trunk groups to the local and access tandems.

Q. WORLDCOM'S PROPOSAL SEEMS TO REQUIRE VERIZON VA TO WORK "COOPERATIVELY" WITH WORLDCOM TO DEVELOP THIS NEW "SUPER TRUNK GROUP." CAN VERIZON AGREE TO A CONTRACT PROVISION TO WORK "COOPERATIVELY" WITH WORLDCOM TOWARD THE DEVELOPMENT OF THIS "SUPER GROUP"?

A. No. WorldCom wants Verizon VA to pay for all the costs associated with the development and deployment of the "Super Group." This would require a tremendous amount of capital expenditures, resources, and money for which Verizon VA will never be compensated. WorldCom's position on this issue diverges from the Commission's *Local Competition Order* in which the Commission held that CLECs should pay for technically feasible but expensive methods of interconnection, including a reasonable profit.

J. MEET-POINT BILLING ARRANGEMENTS (ISSUE IV-37)

Q. WHY SHOULD THE COMMISSION ADOPT VERIZON VA'S PROPOSED PROVISION REGARDING MEET-POINT BILLING ARRANGEMENTS INSTEAD OF WORLDCOM'S PROPOSAL? (WorldCom proposed interconnection agreement, Attachment IV §§ 4.9.1 - 4.9.16)

A. Meet-point billing is intended to dictate how the CLEC and ILEC bill and apportion access charges when a call to an IXC is terminated or originated by the end user of the CLEC subtending Verizon VA's tandem. The applicable access charges are found in the Parties' respective access tariffs. In a meet-point billing arrangement, both parties have the right to have a billing arrangement with their mutual customer - the IXC.

The meet-point billing provisions are outlined in the Multiple Exchange Carrier Access Billing (MECAB) document – ATIS/OBF-MECAB-007, Issue 7 – Section 4, Meet Point Billing Options. This document reviews all of the options for meet-point billing: single bill/single tariff, single bill/multiple tariff, multiple bill/single tariff, and multiple bill/multiple tariff. The MECAB also outlines the calculation of the "billing percentages" for the transport facility and the filing into the NECA 4 Tariff. These are industry guidelines that must be followed for the accurate billing of exchange access services between two or more LECs to IXCs. There is no reason why these guidelines and standards should not apply to WorldCom as well. Verizon VA's proposed language addresses fully the meet-point billing issue. WorldCom simply proposes different language and does not raise any specific issue with Verizon VA's proposed language. In this situation, Verizon VA's proposed language should be adopted.

1 **Q. DURING THE MEDIATION, THE PARTIES NOTICED THAT MANY OF**
2 **THEIR MEET POINT BILLING PROVISIONS WERE SIMILAR BUT THERE**
3 **WERE SOME DIFFERENCES. CAN YOU PLEASE COMMENT ON THOSE**
4 **DIFFERENCES?**
5 A. While the Verizon VA and WorldCom proposals are similar, there are some important
6 differences. For instance, the MECAB document requires that the Parties negotiate
7 certain items when they are not covered by the MECAB. Verizon VA's meet point
8 billing section notes this exception to the MECAB and leaves it up to WorldCom and
9 Verizon VA to negotiate. WorldCom also only lists the multiple bill/single tariff method
10 when the Parties bill the IXC for switched access services jointly provided by the Parties
11 via their meet point billing arrangement. Nevertheless, if a third party used WorldCom
12 for the transport of this traffic, then a multiple tariff would apply. Pursuant to
13 WorldCom's proposal, the Parties would not be able to jointly bill the IXC. The Parties
14 also need to provide one another specific time frames and billing contacts with respect to
15 the exchange of billing data, which should also include OCN information. Finally,
16 Verizon VA's recovery of lost data provisions, §§ 9.12 and 9.14, give the Parties
17 sufficient time to discover errors while simultaneously encouraging the Parties to recreate
18 lost data in a timely fashion. WorldCom's proposal does not do this.
19
20 **Q. WORLDCOM'S PROPOSAL DOES NOT ADDRESS SEVERAL PROVISIONS**
21 **THAT VERIZON VA HAS IN ITS MEET POINT BILLING SECTION. ARE**
22 **THESE VERIZON VA PROVISIONS NECESSARY?**

A. Yes. WorldCom's proposed language does not address the subjects covered by Verizon VA's proposed §§ 9.2, 9.3, 9.13, 9.15 and 9.16. Section 9.2 explains the meet point billing arrangements between the CLEC routing point and Verizon VA Serving Wire Center combinations. Section 9.3 defines where the meet point billing interconnection should occur, which is at the Verizon access tandem. Without this provision, Verizon VA could be forced to establish this meet point at locations other than access tandems, where the traffic is directed anyway, and be required to build out to the CLECs at other locations. Section 9.13 outlines the provisions applicable to both Parties conducting audits. This provision should remain unless the Parties address this subject in a different part of their agreement. Section 9.15 provides the formula that the Parties use to calculate billing percentages to ensure that both Parties are in agreement and the IXC is not over-billed. Finally, § 9.16 of the Verizon VA agreement provides that WorldCom notify Verizon VA when it intends to offer service and the billing percentages that should apply.

K. NETWORK COORDINATION (ISSUE IV-12)

Q. DOES VERIZON VA'S PROPOSED LANGUAGE ADDRESSING NETWORK COORDINATION ADEQUATELY ADDRESS WORLDCOM'S PROPOSED NETWORK COORDINATION LANGUAGE? (WorldCom proposed interconnection agreement, Attachment IV §§ 8.1 - 8.5)

A. Yes. First, as a result of the mediation, we understand that WorldCom has withdrawn its proposed §§ 8.1 - 8.4. Second, as to the remaining proposed § 8.5, it is unnecessary. In § 13 of Verizon VA's interconnection attachment, Verizon VA has agreed to resolve any

disconnections, outages, or other troubles at parity with the standards used by Verizon VA with respect to itself, any subsidiary, affiliate, or third party. This proposal would also apply to WorldCom should it be required to resolve any troubles for Verizon. There is no reason to have a second provision, WorldCom's proposed § 8.5, addressing this same subject area.

L. TOLL FREE ACCESS CODE TRAFFIC (ISSUE VI-1(C))

Q. TO WHAT EXTENT HAVE VERIZON VA AND WORLDCOM AGREED TO TERMS AND CONDITIONS FOR TOLL FREE ACCESS CODE (E.G., 8YY) TRAFFIC?

A. Verizon VA and WorldCom have been able to reach agreement on most of the Verizon-proposed terms for toll free access code traffic (8YY traffic), but not all. Verizon VA has two issues with the changes WorldCom proposes to the Verizon VA 8YY traffic language.

Q. PLEASE DESCRIBE VERIZON VA'S OBJECTIONS TO WORLDCOM'S PROPOSED CHANGES.

A. In § 10.2 of Verizon VA's interconnection proposal, WorldCom has struck through the reference to "Reciprocal Compensation charges, as applicable." Verizon VA maintains that this language is necessary because when the translated POTS (plain old telephone service) number is passed over the local trunk group, Verizon VA cannot tell that it is 8YY traffic. Accordingly, Verizon VA bills the call in accordance with the current industry practice--like all other local and intraLATA toll calls. Because this is standard

industry practice, Verizon VA believes that WorldCom's proposal is inappropriate. Verizon VA proposes to leave the references to reciprocal compensation in § 10.2 and § 10.2.2.2. In addition, the New York PSC recently held that the reference to reciprocal compensation was appropriate in Verizon's interconnection agreement proposal to AT&T because Verizon does not have the technical ability to stop billing 8YY calls as reciprocal compensation calls.[2]

Verizon VA also objects to WorldCom's addition of the phrase "toll free service access code provider." Verizon VA wants to be clear that it will bill the applicable tariffed feature group D (FGD) switched access rates, or reciprocal compensation rates, in accordance with the current industry practice. Verizon VA recognizes that WorldCom would be the 8YY service provider and, as such, the provision should specifically reference WorldCom as the 8YY service provider. Verizon VA proposes to delete the reference to "toll free access code service provider" and replace it with a reference to WorldCom.

M. RATES FOR EXCHANGE ACCESS SERVICE (ISSUE IV-31)

Q. REGARDING ISSUE IV-31, WORLDCOM CLAIMS THAT THE INTERCONNECTION AGREEMENT SHOULD NOT AFFECT EITHER PARTIES' RATES FOR EXCHANGE ACCESS SERVICES. DO YOU AGREE?

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[2] *See Joint Petition of AT&T Communications of New York, Inc., TCG New York Inc. and ACC Telecom Corp. Pursuant to Section 252(b) of the Telecommunications Act of 1996 for Arbitration to Establish an Interconnection Agreement with Verizon New York Inc.*, Case No. 01-C-0095, at 35 (July 30, 2001).

A. Yes and Verizon VA's proposal contains a provision expressing this sentiment. Section 7.3.3 of Verizon VA's interconnection attachment states that:

> Switched Exchange Access Service and InterLATA and IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section 9.

This proposal is consistent with § 251(g) of the Act and the Commission's recent *ISP Order*. Thus, the interconnection agreement should not affect the parties' rates for exchange access services. Verizon VA recommends that this Commission adopt § 7.3.3.

Q. TO WHAT EXTENT HAVE THE PARTIES' REACHED AGREEMENT ON THIS ISSUE?

A. As a result of the mediation session, the Parties are close to resolving this issue. It is our understanding that WorldCom and Verizon VA are currently considering language on this subject to resolve this issue.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

Declaration of Peter J. D'Amico

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 10th day of August, 2001.

Peter J. D'Amico

Declaration of Donald E. Albert

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 13th day of August, 2001.

Donald E. Albert

Donald E. Albert