

Exhibit No.: _____
Issue: Charter-SBC Interconnection
Witness: Mike Cornelius
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Sponsoring Party: Charter Fiberlink-Missouri, LLC
Case No.: TO-2005-0336
Date Testimony Prepared: May 19, 2005

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of

**Southwestern Bell Telephone, L.P., d/b/a
SBC Missouri's Petition for Compulsory
Arbitration of Unresolved Issues for A
Successor Agreement to the Missouri 271
Agreement ("M2A")**

Case No. TO-2005-0336

**REBUTTAL TESTIMONY OF MIKE CORNELIUS
ON BEHALF OF CHARTER FIBERLINK-MISSOURI, LLC**

May 19, 2005

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

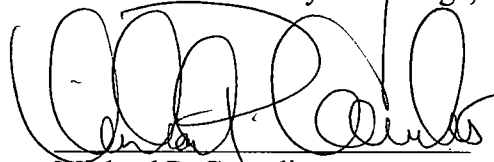
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d/b/a SBC Missouri's Petition for Compulsory	:	Case No. TO-2005-0336
Arbitration of Unresolved Issues for A	:	
Successor Agreement to the Missouri 271	:	
Agreement ("M2A")	:	

AFFIDAVIT OF MICHAEL P. CORNELIUS

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)


Michael P. Cornelius, appearing before me, affirms and states:

1. My name is Michael P. Cornelius. My business address is 8413 Excelsior Drive, Madison, Wisconsin 53717, and I am employed by Charter Communications, Inc. and its affiliate Charter Fiberlink-Missouri, LLC as Director of IP Telephony Engineering.
2. Attach hereto and made a part hereof for all purposes is my Rebuttal Testimony on behalf of Charter Fiberlink-Missouri, LLC consisting of multiple pages, having been prepared in written form for introduction into evidence in the above-captioned docket.
3. I have knowledge of the matters set forth therein. I hereby affirm that my answers contained in the attached rebuttal testimony to the questions therein propounded, including any attachments thereto, are true and accurate to the best of my knowledge, information and belief.


Michael P. Cornelius

Dated: May 17, 2005

Sworn to and subscribed before me on this the 17 day of May, 2005.


Notary Public
My Commission Expires 8/28/05

EXECUTIVE SUMMARY

This document contains the testimony of Mike Cornelius on behalf of Charter Fiberlink, Missouri-LLC (“Charter”). Mr. Cornelius testifies on the disputed issues between Charter and SBC-Missouri (“SBC”) concerning the means by which the two parties will interconnect their networks for the purpose of exchanging telecommunications traffic.

Specifically, and as detailed in greater length in the testimony itself, Mr. Cornelius testifies on issues related to the establishment of a single Point of Interconnection (“POI”) and several issues closely related to the POI issue. In addition, Mr. Cornelius testifies on a number of specific issues concerning the provisioning and deployment of “trunk groups” required for interconnection. A third area covered in this testimony is the disputed issues concerning the method that Charter and SBC will exchange 911 traffic, and the means by which that traffic will be delivered to selective routers on SBC’s network. Finally, the testimony covers a range of miscellaneous issues including the role and function of ordering forms used by SBC known as Access Service Requests, or “ASRs;” questions concerning SBC’s obligations to provide signaling information; SBC’s obligation to provide certain signaling information; and whether to include terms concerning the use of leased facilities for the parties’ interconnection.

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1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME, POSITION, EMPLOYER, AND**
3 **BUSINESS ADDRESS.**

4 A. My name is Mike Cornelius. I am the Director of IP Telephony Engineering for
5 Charter Communications, Inc. and its affiliate Charter Fiberlink-Missouri, LLC
6 (“Charter”). My business address is 8413 Excelsior Drive, Suite 120, Madison,
7 Wisconsin, 53717. I am filing this testimony on behalf of Charter.

8 **Q. DID YOU PREVIOUSLY PROVIDE DIRECT TESTIMONY IN THIS**
9 **MATTER ON MAY 9, 2005?**

10 A. Yes.

11 **II. STATEMENT OF SCOPE AND SUMMARY**

12 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

13 A. This testimony responds to SBC’s direct testimony with respect to the issues I
14 addressed in my direct testimony.

15 **III. INTERCONNECTION ISSUES (APPENDIX NIM AND APPENDIX ITR)**

16 In this section I discuss the various issues concerning physical interconnection
17 and trunking between the two parties. These disputed issues relate primarily to
18 contract provisions contained in the Appendix Network Interconnection Methods
19 (“NIM”), and the Appendix Interconnection Trunking Requirements (“ITR”).

1 **III.A. APPENDIX NIM ISSUE (1) (A) AND NIM ISSUE 4(B): WHERE CAN**
2 **CHARTER INTERCONNECT WITH SBC?**

3 ➤ Should Charter be required to interconnect with SBC-Missouri within SBC-
4 Missouri's network?¹
5

6 **Q. WHAT ARE THE PARTIES' POSITIONS ON THIS ISSUE?**

7 A. As explained in my direct testimony, Charter agrees interconnection must be
8 "within" SBC's network. Our proposed contract language reflects this. SBC's
9 language tries to *limit* the definition of what it means to be "within" SBC's
10 network. This is neither necessary nor appropriate.

11 As far as I can tell, SBC does not actually address this specific point anywhere in
12 its testimony. Mr. Hamiter, for example, takes issue with some CLECs who do
13 not want to include the limitation that interconnection take place "within" SBC's
14 network. Hamiter Direct at 87.

15 It seems to me that SBC is trying to limit Charter's right to interconnect with SBC
16 by artificially constraining what counts as a point "within" SBC's network.
17 Obviously if the parties can't agree on whether a particular location qualifies, they
18 may have to come to the Commission for resolution of the dispute. But there is
19 no basis for saying that only SBC switch locations are appropriate POIs, which is
20 what I understand SBC to be saying.

21 **III.B. APPENDIX NIM ISSUE (1) (B) and NIM ISSUE (2): FINANCIAL**
22 **RESPONSIBILITY FOR FACILITIES ON EACH PARTY'S SIDE OF THE**
23 **POI**

24 ➤ Should each Party be financially responsible for the facilities on its side of the
25 POI?²
26

¹ The following paragraphs in the agreement are covered by this issue: Appendix NIM, § 2.1, 2.2.

² The following paragraph(s) in the agreement are covered by this issue: Appendix NIM, §§ 2.5, 2.7.

Q. WHAT ARE THE PARTIES' POSITIONS ON THIS ISSUE?

A. As noted in my direct testimony, each Party should be financially responsible for the facilities on its side of the POI. SBC seems to agree; Mr. Hamiter says pretty much the same thing, at pages 100 and 115 of his direct testimony. As noted in my direct, the issue seemed to be that SBC wanted to refer to points “on” its network as opposed to points “within” its network, which I understand to be the language in the statute itself. Based on Mr. Hamiter’s testimony this seems to be resolved, at least in concept.

III.C. APPENDIX NIM ISSUE (1) (C), and APPENDIX ITR ISSUE (3)(A): TRAFFIC THRESHOLD (OR TRIGGER) FOR ESTABLISHING ADDITIONAL POIs

➤ When Charter selects a single POI, should this appendix contain language detailing the need for Charter to establish additional POIs when Charter reaches an appropriate threshold of traffic?³

Q. WHAT ARE THE PARTIES' POSITIONS ON THIS ISSUE?

A. As noted in my direct testimony, Charter agrees that if the amount of traffic exchanged between Charter and a particular SBC tandem area or end office exceeds a certain threshold, the parties should establish an additional physical POI to handle that traffic. For reasons explained in my direct testimony, with a fiber-based interconnection architecture of the sort Charter uses, that threshold should be fairly large, to reflect the high capacity of fiber. Charter proposes an OC-12. Although SBC never expressly addresses my proposal — and certainly does not discuss Charter’s particular situation at all — Mr. Hamiter offers some general

³ The following paragraph(s) in the agreement are covered by this issue: Appendix NIM, §§ 2.4.1.3, 2.4.1.4; Appendix ITR § 4.2.

1 discussion, at pages 86-89 of his direct, as to why SBC's much lower threshold of
2 24 DS1s should be used.

3 **Q. IS MR. HAMITER CORRECT?**

4 A. No. I'm sure that for a different kind of CLEC operating with a different kind of
5 network, a 24 DS1 threshold might make sense. It does not make sense for the
6 Charter-SBC interconnection relationship.

7 **Q. WHY NOT?**

8 A. A typical CLEC in the past that has interconnection traffic would likely be a
9 UNE-user, with collocation facilities in a number of SBC end offices. Indeed,
10 without collocation facilities in many end offices to make it possible to reach a
11 growing number of customers, traditional UNE-using CLECs are not likely to
12 develop their business enough to have the volume of traffic that would warrant a
13 second POI in the first place. Note that a CLEC with a number of collocations
14 will necessarily either build or buy trunking facilities connecting its switch or
15 switches to the collocations in the SBC tandems and end offices. Such a CLEC
16 would therefore find it relatively easy to establish a new POI at one of its existing
17 collocation arrangements.

18 This is not Charter's situation at all. Charter does not use SBC UNEs (except in
19 very rare circumstances not relevant to this question) and does not have any
20 collocations in SBC end offices. Charter has its own network, with its own links
21 to its customers. Traffic to and from those customers is aggregated at a central
22 location by Charter for interconnection with SBC. Without collocations
23 established to access UNE loops (of the sort other CLECs might have), nothing in

1 the way Charter does business would require it to have transport facilities to or
2 from *any* SBC end office or tandem. Setting such facilities up is always a cost
3 associated entirely with interconnection for the exchange of traffic. That cost will
4 not be “shared” with the function of establishing collocation or accessing UNEs.
5 Therefore, in the case of Charter’s relationship with SBC, it is important that the
6 threshold at which a new physical POI is established be high enough that it is
7 “worth it” to do so – particularly considering that the new POI will be established
8 using high-capacity fiber interconnection. A DS3’s worth of traffic is simply not
9 a high enough threshold to justify a new POI, given Charter’s network
10 architecture.

11 In this regard, Mr. Hamiter suggests that a CLEC’s own concerns for network
12 reliability would lead the CLEC to want to establish additional POIs. Hamiter
13 Direct at 92. This is of course true as an abstract matter. Any network engineer
14 has to decide whether to (a) avoid putting all his eggs in one basket, as opposed to
15 (b) doing just that, but then watching the basket very, very carefully. Again, at
16 least as between Charter and SBC, the point is not *whether* additional POIs
17 should be established above some threshold; it is simply what threshold is
18 appropriate in light of the nature of the parties’ interconnection relationship.

19 I submit that Mr. Hamiter has not provided any information that affirmatively
20 supports the notion that SBC’s proposed 24 DS1 threshold is the correct one. In
21 this regard, as far as I can tell neither Mr. Hamiter nor any other SBC witness
22 actually addresses any of the network architecture issues that distinguish a fiber-
23 based, facilities-based CLEC like Charter from more traditional CLECs that use

1 UNE loops, and therefore naturally establish collocations and associated trunking
2 at numerous SBC end offices and tandems. I look forward to reviewing SBC's
3 rebuttal testimony, but submit that in actual fact, for a network like Charter's the
4 OC-12 threshold is more appropriate and should be adopted.

5 **IV. TRUNKING ISSUES (APPENDIX ITR AND APPENDIX NIM)**

6 In this section I address disputed contract provision that govern how the parties
7 utilize trunks involved in the exchange of traffic between their two networks.
8 These disputed issues relate primarily to contract provisions contained in the
9 Appendix Network Interconnection Methods ("NIM"), and the Appendix
10 Interconnection Trunking Requirements ("ITR").

11 **IV.A. APPENDIX ITR ISSUE (2)(A): USE OF ONE-WAY OR TWO-WAY**
12 **TRUNKS**

13 ➤ Should the parties utilize two-way trunking or should CLEC have the right to
14 unilaterally decide whether to use one-way or two-way trunking?⁴

15
16 **Q. WHAT ARE THE PARTIES' POSITIONS ON THIS ISSUE?**

17 A. As noted in my direct testimony, Charter expects that it will routinely utilize two-
18 way trunks, but the FCC's rules (47 C.F.R. § 51.305(f)) make clear that the choice
19 of one-way versus two-way trunking is ours, not SBC's. SBC wants to require
20 two-way trunking, because it claims to be "skeptical" that Charter will otherwise
21 establish it. Hamiter Direct at 64.

22 The fact is that Charter and SBC today already interconnect with each other in the
23 St. Louis LATA at the OC-48 level, and the trunks on the OC-48 fiber facility are
24 largely if not entirely two-way. Mr. Hamiter apparently did not look into

⁴ The following paragraph(s) in the agreement are covered by this issue: Appendix ITR §§ 31, 8.1.

1 Charter's actual situation with Charter when expressing his skepticism.
2 Unfortunately, I believe that this is typical of SBC's approach to its positions with
3 Charter. As explained in my direct testimony, Charter is very different from the
4 "standard" CLEC in Missouri, which relies on resale or UNEs to provide services
5 to customers. We are up and running, serving dozens of thousands of customers
6 using our own facilities. We have every incentive, just like SBC, to run our
7 network in an efficient and reliable manner. We have no interest, however, in
8 having SBC dictate the terms on which our network will operate, which is, to
9 some extent, what it seems SBC is trying to do with its unreasonably low
10 threshold for new POIs, discussed above, and its flat requirement of two-way
11 trunking at issue here. The FCC says that the CLEC gets to decide between one-
12 way and two-way trunking, and there is no reason that Charter should not be able
13 to exercise that right.

14 **IV.B. APPENDIX ITR ISSUE (1) and APPENDIX NIM ISSUE (5)(A):**
15 **CHARTER'S OBLIGATION TO ESTABLISH TRUNKS TO EVERY**
16 **LOCAL CALLING AREA**

17 ➤ Should Charter be required to establish local interconnection trunks to every
18 local calling area in which Charter offers service?⁵
19

20 **Q. WHAT ARE THE PARTIES' POSITIONS ON THIS ISSUE?**

21 A. As noted in my direct testimony, there are several sub-issues here. SBC's
22 proposed language refers to establishing trunks to SBC "local calling areas." This
23 is just technically wrong. As I said in my direct, trunks are communications paths
24 between switches. Mr. Hamiter agrees with me: at page 22 of his direct
25 testimony, he states: "A 'trunk group' is a collection of one or more trunks that

1 connect the same two switches in a network.” Whatever trunk groups Charter and
2 SBC will establish, each one will establish a path between Charter’s switch and an
3 SBC switch, not an SBC “area.”

4 I note that SBC claims that it responds to Charter’s ITR Issue (1) at pages 51-61
5 of Mr. Hamiter’s direct testimony, but the aspect of SBC’s imprecise language —
6 referring to trunking to “areas” instead of to “switches” is not actually addressed.

7 **IV.C. APPENDIX NIM ISSUE (4)(A): TRUNK TYPES OVER THE FIBER**
8 **MEET POINT**

9 ➤ What types of trunks should be allowed over the fiber meet point?⁶
10

11 **Q. WHAT ARE THE PARTIES’ POSITIONS ON THIS ISSUE?**

12 A. In the contract, this relates to Appendix NIM section 3.4.2. As noted in my direct
13 testimony, Charter agrees that local and intraLATA toll traffic (the main kinds of
14 traffic carried on Local Interconnection Trunk Groups) can and should be carried
15 over a fiber meet point facility. But Charter also believes that the fiber meet point
16 should be used to carry all other types of traffic that the parties exchange. This
17 includes meet point access traffic, E911 traffic, etc. SBC, however, wants to
18 restrict the use of the fiber meet points to the two types of traffic noted above. As
19 far as I can tell, however, SBC provided no testimony in support of its proposed
20 restrictive language. I await with interest SBC’s rebuttal testimony on this point.

21 **IV.D. APPENDIX NIM ISSUE (3): RESPONSIBILITY FOR MISCELLANEOUS**
22 **TRUNK GROUPS**

23 ➤ Should Charter be responsible for the facilities that carry OS/DA, E911, Mass
24 Calling and Meet Point Trunk groups?⁷

⁵ The following paragraph(s) in the agreement are covered by this issue: Appendix ITR §§ 5.2, 5.2.1, 5.2.2, 5.2.4, 5.2.6, 5.2.7, 5.5.4, 8.3.2.1.4, 8.5; Appendix NIM, §§ 4.1.

⁶ The following paragraph(s) in the agreement are covered by this issue: Appendix NIM, §§ 3.4.2, 3.4.5, 3.4.10.

⁷ The following paragraph(s) in the agreement are covered by this issue: Appendix NIM § 2.9.

1
2 **Q. WHAT ARE THE PARTIES' POSITIONS ON THIS ISSUE?**

3 A. As noted in my direct testimony, Charter does not believe that separate trunk
4 groups for "ancillary" traffic and meet point traffic should be on physically
5 different facilities, or that Charter should be financially responsible for this type
6 of traffic on SBC's side of the POI. SBC's Mr. Hamiter argues that for ancillary
7 traffic, Charter should be responsible for trunking on SBC's side of the POI.
8 Hamiter Direct at 66-71. *See also* McPhee Direct at 62.

9 **Q. DO YOU AGREE WITH MR. HAMITER?**

10 A. No. On the one hand, he seems basically to be making a legal point, that I will
11 leave to the lawyers, to the effect that the law doesn't actually require SBC to
12 interconnect for the handling of E911, operator services, etc. and other types of
13 traffic at all. In practical terms, this is totally wrong. We call these types of
14 traffic "ancillary," because they are ancillary *to* basic local exchange traffic. And
15 some of it isn't really "ancillary" at all. For E911, for example, from the
16 perspective of my network and my customers, the PSAP is simply a particular
17 entity served by SBC that from time to time my customers need to call. From this
18 perspective (and noting that there are some special signaling requirements for this
19 traffic), "911" is simply a special dialing pattern that allows that type of call to go
20 through. Similarly, although Charter does not rely on SBC for operator services,
21 if one of our customers needed to call an SBC operator, that would be, from my
22 network's perspective, simply a call to some point served by SBC. The legalistic
23 distinction Mr. Hamiter is trying to draw is, in network terms, totally artificial,
24 and the Commission should reject it. Similarly, Mr. McPhee's simple declaration

1 that “SBC Missouri does not provide trunks” to its selective router (McPhee at
2 62) may be the result that SBC wants, but it doesn’t make any sense.

3 Also, note that Mr. Hamiter’s argument completely breaks down in the case of
4 “meet point” traffic. This is traffic where Charter and SBC are jointly providing
5 access service to an IXC. I am not a lawyer but on the face of the statute, Section
6 251(c)(2) of the Act requires an ILEC like SBC to interconnect for the
7 transmission and routing of “exchange access” traffic. That’s what meet point
8 traffic *is*. Requiring a separate facility for this type of traffic (or for the other
9 types noted by Mr. Hamiter) is inefficient and wasteful.

10 Charter proposal is that *all* traffic that the parties exchange be physically routed
11 over the optical fiber meet point facilities linking the two companies’ networks.

12 We are more than willing to work with SBC in establishing distinct trunk groups
13 over those facilities to accommodate the fact that different types of traffic are
14 routed differently, and to reflect the fact that it makes sense to establish direct end
15 office trunks to SBC end offices with which we exchange a high volume of
16 traffic. But we do not believe that we should be forced to buy or build separate
17 physical facilities for different types of traffic when our optical fiber
18 interconnection has more than enough capacity to handle all of it.

19 **V. 911 INTERCONNECTION AND TRUNKING ISSUES**

20 In this section I address disputed contract terms governing the exchange of 911
21 traffic between the two parties. These disputed issues relate primarily to contract
22 provisions contained in the Appendix 911.

1 **V.A. APPENDIX ITR ISSUE (6): RESPONSIBILITY FOR 911 TRUNKS**

2 ➤ Should Charter be required to trunk to every 911 Tandem in each local
3 exchange area in which it offers service?⁸

4
5 **Q. WHAT ARE THE PARTIES' POSITIONS ON THIS ISSUE?**

6 A. SBC did not, apparently, address Charter's proposed language in its direct
7 testimony. As I noted in my direct testimony, Charter and SBC agree that they
8 need to configure their networks so that Charter's end users will have access to
9 E911 service. As I said, "to the extent that SBC is referring to situations in which
10 an NPA overlay has resulted in customers in the same area being served by
11 numbers with different NPAs, Charter will certainly establish trunking as needed
12 to meet the limitations of the E911 system with which it is connecting." I await
13 SBC's rebuttal testimony to better understand its actual position on this issue.

14 **V.B. APPENDIX 911 ISSUE (1): LIMITATIONS ON CHARTER'S ACCESS TO**
15 **SBC'S SELECTIVE ROUTER AND DMBS**

16 ➤ Should Charter's access to the E911 selective router and DMBS be limited to
17 those areas in which Charter is authorized to provide telephone service?⁹

18
19 **Q. WHAT ARE THE PARTIES' POSITIONS ON THIS ISSUE?**

20 A. SBC claims to address this issue at pages 90-91 of Ms. Chapman's testimony. In
21 fact, however, she totally misses the point. SBC's proposed language says that
22 SBC will provide access to its 911 facilities "in a particular Rate Center in which
23 CLEC *is authorized to* provide local telephone exchange service." (Appendix
24 E911, § 3.1.) Charter believes that the reference should be to rate centers in
25 which Charter *"provides"* service. Ms. Chapman's discussion relates to Charter
26 getting necessary authorizations from the PSAPs or other appropriate 911

⁸ The following paragraph(s) in the agreement are covered by this issue: Appendix NIM § 2.9.

1 authorities. That has nothing to do with either SBC's or Charter's proposed
2 language.

3 **Q. WHY DOES THIS SEEMINGLY MINOR LANGUAGE CHANGE**
4 **MATTER?**

5 A. As noted in my direct testimony, Charter believes that 911 service is too vital to
6 consumers to be subject to potential regulatory gamesmanship by SBC or anyone
7 else. Charter is authorized to provide service in Missouri and expects to continue
8 to be authorized. But if some hypothetical dispute were to arise between SBC and
9 Charter about the scope of Charter's authorization, Charter is concerned that SBC
10 could use the language noted above to, essentially, hold Charter's access to 911
11 capabilities hostage. Simple responsibility to the public compels the conclusion
12 that if Charter is actually providing service to end users, then SBC should be
13 required to provide access to the 911-related facilities, etc. that SBC controls. We
14 are not trying to preclude SBC from raising any complaints or disputes it might
15 have in the future about Charter's authorization, whatever such (now completely
16 hypothetical) matters might be. We *are* trying to make sure that if any such
17 disputes do arise, our customers' ability to access 911 cannot be compromised.

18 **V.C. APPENDIX 911 ISSUE (2)(A): DISTINCTIONS BETWEEN 911 TRUNKS**
19 **AND FACILITIES**

20 ➤ Should Charter use the terms facilities and trunking as if they were
21 synonymous?¹⁰
22

⁹ The following paragraph(s) in the agreement are covered by this portion of my testimony:
Appendix 911, § 3.1.

¹⁰ The following paragraph(s) in the agreement are covered by this portion of my testimony:
Appendix 911, § 4.1.1.

Q. WHAT ARE THE PARTIES' POSITIONS ON THIS ISSUE?

A. Mr. McPhee takes Charter to task for failing to recognize the distinction between 911 trunking and facilities. Charter, of course, understands this distinction. Subject to Charter's position with respect to Charter NIM Issue 5 (using physical meet point facilities to carry "ancillary" trunks), Charter accepts SBC's proposed language in Appendix E911 Section 4.1.1.

V.D. APPENDIX 911 ISSUE (2)(B): CHARTER RESPONSIBILITY FOR PROVIDING 911 TRUNKS FROM THE POI TO SBC's SELECTIVE ROUTER

➤ Is Charter responsible for providing adequate 911 trunking from its POI to the SBC E911 Selective Router?¹¹

Q. WHAT ARE THE PARTIES' POSITIONS ON THIS ISSUE?

A. See discussion above of 911 Issue 2(a) and NIM Issue 5.

VI. MISCELLANEOUS INTERCONNECTION ISSUES

In this section I address certain miscellaneous disputed contract terms between the parties within my area of expertise.

VI.A. APPENDIX ITR ISSUE (2)(B): USE OF ASRs DOES NOT CREATE PAYMENT OBLIGATIONS UNDER THE AGREEMENT

➤ Should the Agreement clearly establish that either party's use of the Access Service Request ("ASR") form does not, in and of itself, constitute an "order" or request for services or facilities?¹²

Q. WHAT ARE THE PARTIES' POSITIONS ON THIS ISSUE?

A. As noted in my direct testimony, Charter wants the agreement to be very clear that even though Charter will use an Access Service Requests ("ASR") to inform SBC that we need to establish additional facilities or trunking, that does not mean

¹¹ The following paragraph(s) in the agreement are covered by this portion of my testimony: Appendix 911, § 4.1.1.

1 that Charter is in any way actually “requesting” the provision of “access service”
2 from SBC. So, Charter proposes to state in Appendix ITR that even though we
3 will use that form, financial obligations are as stated in the intercarrier
4 compensation appendix. Mr. McPhee claims that by doing so, we are “mixing”
5 intercarrier compensation issues with trunking issues. McPhee Direct at 63-64.
6 Charter, obviously, disagrees. The use of the ASR form as the administrative
7 means for handling trunking issues, by the nature of the form, creates a potential
8 ambiguity — exactly the “mixing” of issues that Mr. McPhee objects to.
9 Charter’s language is designed to avoid any misunderstanding and to point the
10 parties to the intercarrier compensation appendix to see who owes who what (if
11 anything).

12 **VI.B. APPENDIX ITR ISSUE (5)(A): USE OF ASRs FOR MEET POINT TRUNK**
13 **GROUPS**

14 ➤ Should CLEC be responsible to issue ASRs for Meet Point Trunk Groups?¹³

15
16 **Q. WHAT ARE THE PARTIES’ POSITIONS ON THIS ISSUE?**

17 A. As noted in my direct testimony, I believe this issue is no longer in dispute.

18 **VI.C. APPENDIX ITR ISSUE (7): SBC’S OBLIGATION TO PROCESS AND**
19 **RESPOND TO ASRs FROM CHARTER**

20 ➤ When a Joint Planning Discussion is necessary, should SBC be required to
21 process ASRs prior to such discussion?¹⁴

22
23 **Q. WHAT ARE THE PARTIES’ POSITIONS ON THIS ISSUE?**

24 A. This is another situation where SBC seems to have completely missed the point
25 of Charter’s proposed language. SBC’s language would give SBC the right to

¹² The following paragraph(s) in the agreement are covered by this issue: Appendix ITR, §§ 3.1, 8.1.

¹³ The following paragraph(s) in the agreement are covered by this issue: Appendix ITR §§ 5.4.1, 5.4.2, 5.4.3, 5.4.8.

1 effectively put a “hold” on trunk orders that Charter submits, essentially at SBC’s
2 discretion. This is unacceptable. According to SBC’s DPL, this issue is
3 addressed by Mr. Hamiter at page 75-83 of his direct testimony. But nothing in
4 his testimony there (or elsewhere) deals with Charter’s concern.

5 As I noted in my direct, Charter would not expect SBC to work to fill some
6 obviously erroneous order, such as for 1,000 instead of 100 trunks. What should
7 happen there is that SBC should call Charter to ask, in effect, “are you sure that’s
8 what you meant?” But SBC has made a point of putting on Charter the
9 obligation to monitor the relevant trunk groups between the parties and to use the
10 ASR form to manage additions. We accept that. But we do not accept a generic
11 right on SBC’s part to second-guess the orders we put in, and nothing in SBC’s
12 direct testimony seems to even try to justify that position.

13 **VI.D. APPENDIX ITR ISSUE (5)(B): SS7 SIGNALING OBLIGATIONS**

14 ➤ Should both Parties be obligated to provide SS7 signaling information?¹⁵

15
16 **Q. WHAT ARE THE PARTIES’ POSITIONS ON THIS ISSUE?**

17 A. As noted in my direct, Charter calls on both Charter and SBC to exchange traffic
18 using SS7 signaling, including traffic to and from IXCs over meet point trunks.
19 As far as I can tell, SBC has not substantively addressed Charter’s issue in its
20 testimony.

21 **VI.E. APPENDIX NIM ISSUE (5)(B): OBLIGATIONS CONCERNING THE**
22 **PROVISION OF INFORMATION TO THE OTHER PARTY**

23 ➤ Should CLEC provide information needed to establish interconnection for the
24 mutual exchange of traffic?¹⁶

¹⁴ The following paragraph(s) in the agreement are covered by this issue: Appendix ITR § 8.8.1.

¹⁵ The following paragraph(s) in the agreement are covered by this issue: Appendix ITR §§ 5.4.1, 5.4.2, 5.4.3, 5.4.8.

¹⁶ The following paragraph(s) in the agreement are covered by this issue: Appendix NIM § 5.1.

1
2 **Q. WHAT ARE THE PARTIES' POSITIONS ON THIS ISSUE?**

3 A. Charter's concern here is that in the course of establishing network facilities,
4 ordering trunking, etc., Charter not be required to provide information to SBC
5 about SBC's own network — which is unduly burdensome on us — or to provide
6 information that SBC doesn't need to perform the functions in question — which
7 is unduly intrusive. We therefore proposed language to make that clear, in
8 Section 4.1 of Appendix NIM. SBC states in the DPL that this issue is addressed
9 by Mr. Hamiter at pages 115-18, but Mr. Hamiter's discussion really does not
10 relate to Charter's specific issue. Instead he basically explains why it is important
11 that SBC receive accurate information, a point that is not in dispute.

12 At this point I will assume that SBC actually agrees with Charter on this point but
13 has not formally so stated.

14 **VI.F. APPENDIX NIM ISSUE (6): INCLUSION OF LEASED FACILITIES**
15 **TERMS IN THE AGREEMENT**

16 ➤ Should a non-section 251/252 service such as Leased Facilities be arbitrated in
17 this section 251/252 proceeding?¹⁷

18
19 **Q. WHAT ARE THE PARTIES' POSITIONS ON THIS ISSUE?**

20 A. It is clear that this is mainly an issue for the lawyers, who will handle this in the
21 briefing in this case. See Silver Direct at 23.

¹⁷ The following paragraph(s) in the agreement are covered by this issue: Appendix NIM §§ 3, 33.1, 5, 5.1, 5.2, 5.3.

1 **VII. CONCLUSIONS**

2 **Q. HAVE YOU REVIEWED SBC'S TESTIMONY RELATING TO THE**
3 **ISSUES ON WHICH YOU PROVIDED DIRECT TESTIMONY?**

4 A. Yes, I have.

5 **Q. BASED ON THAT REVIEW, WHICH PARTY'S PROPOSED**
6 **LANGUAGE IS APPROPRIATE FOR THE ISSUES YOU DISCUSS?**

7 A. Charter's language is preferable, as explained above and in my direct testimony.

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

9 A. Yes.