COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

Complaint of Choice One Communications of Massachusetts Inc., Conversent Communications of Massachusetts, LLC, CTC Communications Corp., and Lightship Telecom, LLC (collectively, "One Communications"), Concerning Alleged Unlawful Charges Imposed by Verizon New England Inc., d/b/a Verizon Massachusetts for Access Toll Connecting Trunk Ports and E911/911 Dedicated End Office Trunk Ports	)	**D.T.C. 08-3**

PREFILED TESTIMONY OF GARY J. BALL ON BEHALF OF COMPLAINANTS AND COMCAST PHONE OF MASSACHUSETTS, INC.

June 13, 2008

This testimony describes switched access service, including jointly provided switched access service, which occurs when two local exchange carriers collaboratively provide switched access to an interexchange carrier. It also describes how One Communications and Comcast have arranged with Verizon to provide jointly provided switched access service and why it is not appropriate for Verizon to charge them for tandem trunk ports, either as a switched access service or on any other basis.

TABLE OF CONTENTS

EXHIBITS

Exhibit Complainants GJB-1	**Curriculum Vitae of Gary Ball**
Exhibit Complainants GJB-2	**Meet Point Billing Provisions of One Communications Interconnection Agreements**

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

Complaint of Choice One Communications of Massachusetts Inc., Conversent Communications of Massachusetts, LLC, CTC Communications Corp., and Lightship Telecom, LLC (collectively, "One Communications"), Concerning Alleged Unlawful Charges Imposed by Verizon New England Inc., d/b/a Verizon Massachusetts for Access Toll Connecting Trunk Ports and E911/911 Dedicated End Office Trunk Ports	)	**D.T.C. 08-3**

PREFILED TESTIMONY OF GARY J. BALL
ON BEHALF OF COMPLAINANTS AND
COMCAST PHONE OF MASSACHUSETTS, INC.

Q1. What is your name and address?

A1. My name is Gary J. Ball. My address is 47 Peaceable St., Ridgefield, Connecticut.

Q2. What is your occupation?

A2. I am an independent consultant providing analysis and testimony on telecommunications matters.

Q3. Please describe your qualifications.

A3. I have worked in the telecommunications industry for the past seventeen years. I have extensive experience in negotiating and implementing interconnection arrangements with incumbent local exchange carriers such as those to be considered by the Public Service Board in this proceeding. I am also experienced in developing and analyzing financial and costing models associated with telecommunications networks and services.

From 1991 through 1993, I was employed by the Rochester Telephone Corporation (now part of Citizens Communications), where I served in various engineering, financial, and regulatory roles. While employed there, I was responsible for

tariffing numerous service arrangements, including access services, and developing cost justification for such services. From 1993 to 1994, I was the manager of Regulatory Affairs for Teleport Communications Group, responsible for all of the Company's federal and state tariffs, including access tariffs.

Beginning in 1994, I served initially as the Regional Director of Regulatory Affairs for MFS Communications Company for the Northeast, and subsequently was promoted to Assistant Vice President of Regulatory Affairs. In that capacity, I was responsible for all aspects of implementation of the Telecom Act in the Verizon region, including negotiation of interconnection agreements and participating in the 271 review for New York. I negotiated all of MFS' interconnection agreements with what is now Verizon (NYNEX and Bell Atlantic) subsequent to the passage of the Telecom Act in 1996. After WorldCom acquired MFS, I was promoted to Vice President of Regulatory Policy Development. In that capacity, I was responsible for coordinating and developing the Company's regulatory positions on issues such as access charges, interconnection, intercarrier compensation, unbundled network elements, and new service technologies. I remained at WorldCom until beginning my own consulting practice in 2002. From November 2005 through April 2007, I was engaged by Pac-West Telecom in a consulting arrangement to act as Director of Government Affairs for the Verizon and BellSouth regions.

I have testified before the FCC and over 25 states on numerous issues related to telecommunications, including rates, terms, and conditions for unbundled network elements, interconnection, intercarrier compensations, and universal service policy

Q4. What is the purpose of your testimony?

A4. In my testimony, I will describe switched access service, including jointly provided switched access service, which occurs when two local exchange carriers collaboratively provide switched access to an interexchange carrier. I will also describe how Verizon has arranged to provide jointly provided switched access service with One Communications and Comcast ("MPB CLECs"), and will then explain why it is not appropriate for Verizon to charge MPB CLECs for tandem trunk ports, either as a switched access service or on any other basis.

Q5. Please describe your understanding of the dispute between MPB CLECs and Verizon?

A5. Verizon has been incorrectly billing MPB CLECs for a switched access rate element known as a tandem trunk port, which is being billed in connection with local interconnection trunks that were jointly established by Verizon and MPB CLECs for purposes of providing switched access service to IXCs. As I will describe below, the facilities that were established by MPB CLECs and Verizon, known as Access Toll Connecting Trunks or Meet Point Billing Trunks, do not utilize this switched access rate element. Moreover, these facilities are governed by the terms and conditions of the interconnection agreement between MPB CLECs and Verizon, not by Verizon's access tariff. Even if Verizon was allowed to apply monthly switched access charges to MPB CLECs' local interconnection trunks, Verizon does not have a tariffed service element for tandem trunk port on the end office side of the access tandem. Rather, they are actually prohibited from having such a rate element pursuant to FCC rules. Finally, Verizon is

already receiving revenue for the rate element that it is attempting to bill from MPB CLECs through its charges to IXCs, and thus would be double recovering if it were allowed to charge both the IXC and MPB CLECs for the same function.

I. Background/Introduction

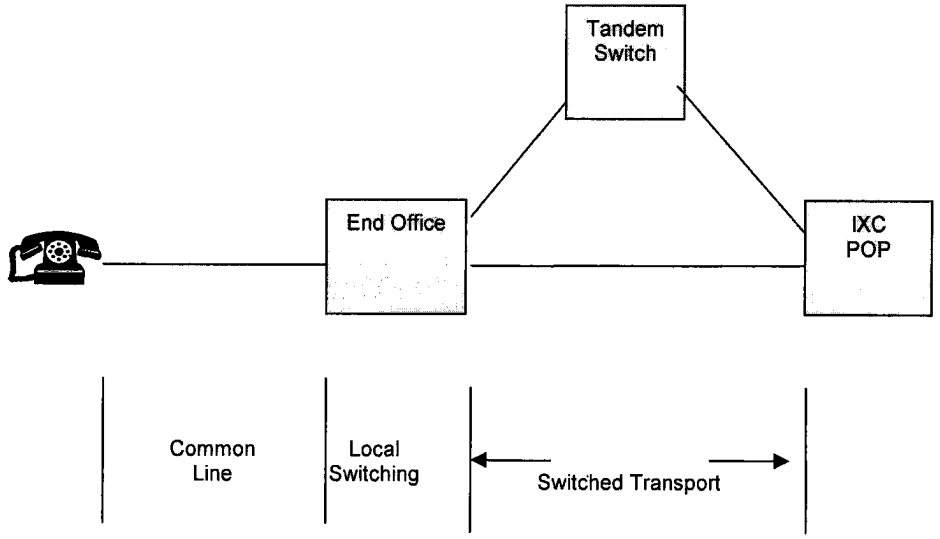
Q6. What is switched access service?

A6. Switched access is a service provided by local exchange carriers ("LECs") to interexchange carriers (IXCs) which allows IXCs to have toll calls routed to them from the LECs' end user customers (originating access), and also to route calls from the IXC destined for the LEC's end user customers (terminating access.)

Q7. What are the components of switched access service?

A7. Switched access has three primary components: switched transport, which describes the connection between the IXC's point of presence (POP) and the end office switch, end office switching (also known as local switching), and common line charges, representing the local loop between the end office switch and the end user customer. Originally, the IXC was billed access elements for each of these three components, but in recent years carrier common line charges, in most areas, have been eliminated. Diagram 1 below shows these three components.

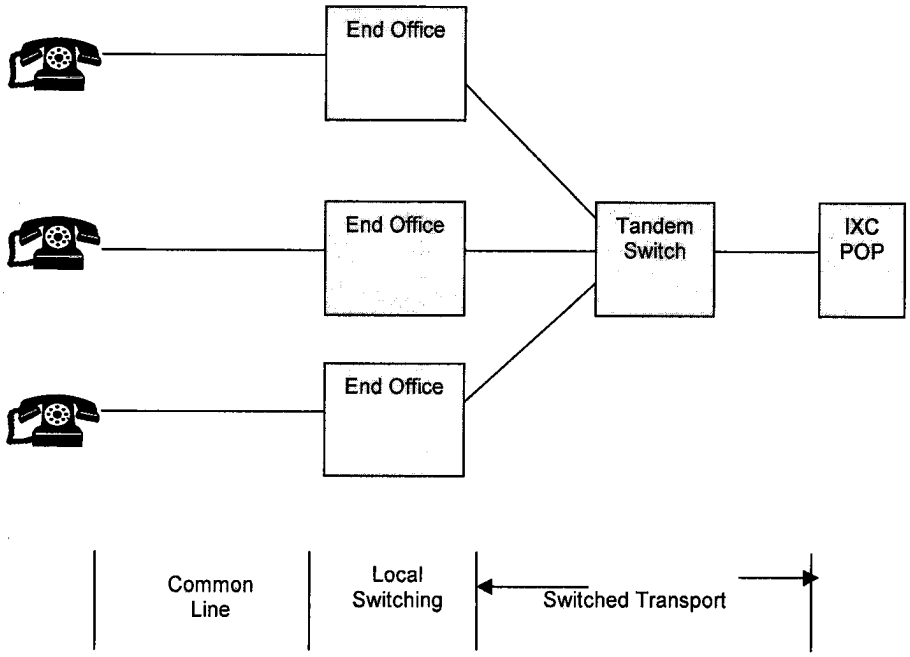
Diagram 1
Switched Access



Q8. How do LECs provide switched access service to IXCs?

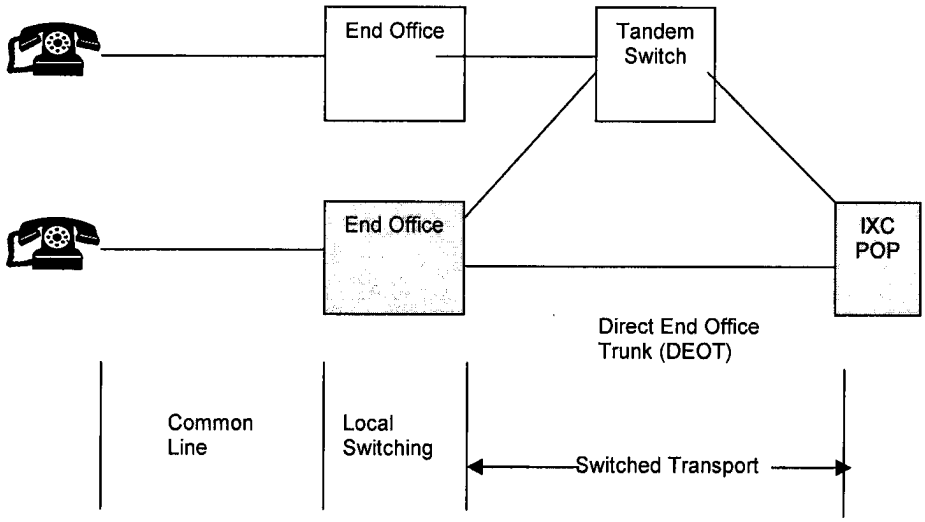
A8. There are two primary configurations of switched access service, distinguished by which transport option is used. Tandem Switched Transport describes a configuration in which the interexchange carrier connects to an incumbent local exchange carrier's (ILEC) tandem switch, which serves multiple end offices through dedicated connections. This configuration allows an IXC to reach a large number of end user customers through a single interconnection point.

Diagram 2
Tandem Switched Transport



If an IXC has a significant volume of traffic to a particular end office, it will typically establish a direct connection to the end office bypassing the tandem switch and the related charges. This is known as direct end office trunking (DEOTs).

Diagram 3
Switched Access – Dedicated Transport



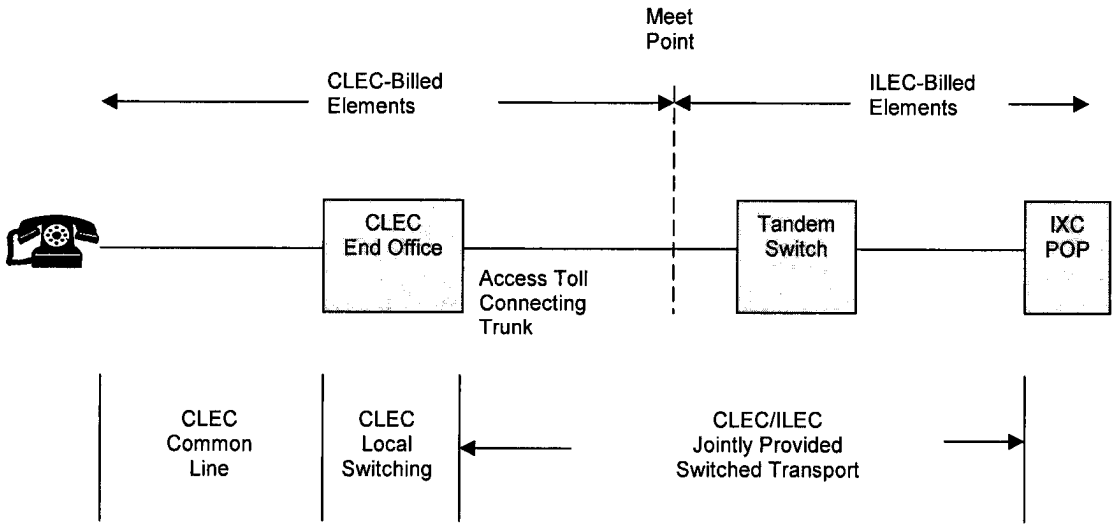
Q9. What is Jointly Provided Switched Access?

A9. Jointly Provided Switched Access occurs when multiple LECs collaborate to provide switched access to a single IXC. Typically, smaller independent local exchange carriers and competitive local exchange carriers (CLECs) that operate within a local access transport area (LATA) will interconnect their networks with the ILEC by establishing facilities between their respective end offices, which may be a Point of Interconnection (POI) or a physical switch and the incumbent's access tandem.

In Diagram 4 below, the CLEC provides the end office component of the switched access service (and sometimes the shared local transport) and the ILEC provides the dedicated transport component between its tandem switch and the IXC POP. Under most arrangements, the ILEC and the CLEC bill the IXC for the service elements that each actually provides. This is generally referred to as "meet point billing," because each

LEC bills for those switched access components located on its side of the "meet point." The meet point simply is the point at which the two LECs' networks are connected to each other.

Diagram 4
Jointly Provided Switched Access



Using the parties in this case as an example, an IXC that needs to terminate traffic to MPB CLECs' end users can purchase an Entrance Facility from Verizon's access tariff for purposes of connecting its POP to Verizon's Serving Wire Center for that location. Assuming that the Serving Wire Center is not the Access Tandem, the IXC also purchases Dedicated Transport from the Verizon access tariff from the Serving Wire Center to the Access Tandem, as well as Access Tandem Switching services to switch traffic onto trunks that connect the MPB CLECs local end office switches or POIs to the Verizon tandem switch. From that point, MPB CLECs carry the call to their local switches where it is switched to the line assigned to the MPB CLECs end user.

Q10. What is an entrance facility?

A10. An entrance facility is the connection between the IXC's POP and the ILEC wire center that is geographically associated with the IXC POP, which is known as the serving wire center. Entrance facilities are typically large capacity trunks, as all of the IXC's trunking to the ILEC tandem and end office switches in the area served by the IXC POP are aggregated at the serving wire center. Entrance facilities are dedicated to a single IXC, and are treated as non-traffic sensitive facilities for regulatory purposes.

Q11. What are Access Toll Connecting Trunks?

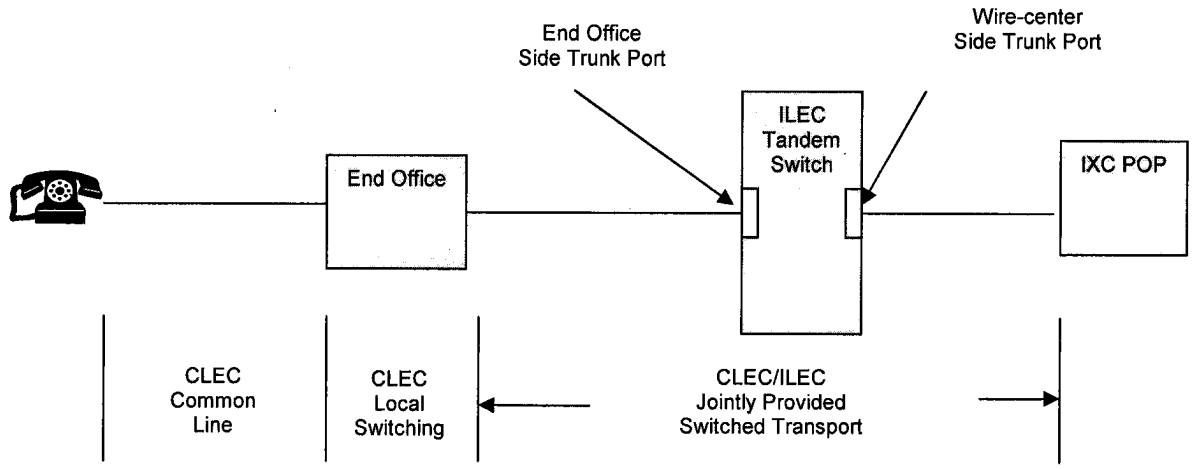
A11. Access Toll Connecting Trunks (ATC Trunks) are connections between an ILEC access tandem and an end office switch that allow IXC traffic to originate from and be terminated to end users connected to the end office switch. In a jointly provided access environment, these trunks are put in place cooperatively between the two LECs in the context of interconnection agreements. ATC trunks are not dedicated to any particular IXC, but instead provide the capability for any IXC connected to the ILEC access tandem to route traffic to an from end users. ATC trunks are typically referred to as a component of common or shared transport, and are treated as traffic sensitive facilities for regulatory purposes.

Q12. What is a tandem trunk port?

A12. A tandem trunk port is simply the physical connection into a tandem switch. Tandem switches will have two separate trunk ports. The first is known as the "wire center side" trunk port, representing the physical connection to the switch from the IXC's dedicated entrance facilities and interoffice transport. The other, which I will call the "end office

side" trunk port, represents the physical connection of the shared ATC trunking (meet point billing facilities) from the end office switch, which in this case is owned by MPB CLECs.

Diagram 5
Tandem Trunk Ports



Q13. Do LECs typically charge IXCs for the "wire center side" trunk port?

A13. Yes. In its 1997 Access Charge Order, the FCC defined this as a separate rate element, based upon the dedicated and non traffic-sensitive nature of the port to the IXC.[1]

Q14. Do LECs typically charge IXCs for the "end office side" trunk port?

[1] *In the Matter of Access Charge Reform*, CC Docket No. 06-262, First Report and Order, 12 FCC Rcd 15982 para. 167 ('[I]incumbent price cap LECs must establish . . . a flat-rated charge to recover the costs of dedicated trunk ports on the serving wire center side of the tandem.") ("*Access Reform Order*").

A14. No. Pursuant to the same Access Charge Order, LECs must recover all tandem switching costs except for the "wire center side" trunk port through their single tandem switching rate element.[2]

Q15. How do we know that the tandem trunk ports being billed are not the "wire center side" trunk ports you say are allowed to be billed?

A15. Simply because the "wire center side" trunk ports are dedicated facilities connected to IXC points of presence via entrance facilities ordered by the IXC out of Verizon's access tariffs. The "end office side" trunk ports are shared or common facilities on the opposite side of the tandem switch (from a call flow perspective) and are no different than the trunk ports that would be used to connect a Verizon end office to the applicable Verizon access tandem.

Q16. Do LECs that are jointly providing switched access to IXCs typically charge each other for tandem trunk ports?

A16. No. I have reviewed numerous arrangements between LECs that predated the Telecommunications Act. Additionally, I have negotiated and reviewed numerous agreements between ILECs and CLECs dealing with jointly provided access service, and I have never seen a circumstance in which a LEC billed the other LEC for services that should be billed to the IXC. It is worth noting that AT&T, the other large ILEC, does not bill, and has never attempted to bill, CLECs for these tandem trunk ports.

---

[2] *Id.* para. 168 ("[I]incumbent LECs will be required to provide tandem-switched transport under a three-part rate structure as follows: (1) a per-minute charge for transport of traffic over common transport facilities between the LEC end office and the tandem office; (2) a per-minute tandem switching charge; and (3) a flat-rated charge for transport of traffic over dedicated transport facilities between the serving wire center and the tandem switching office.")

Q17 Do Verizon's Intrastate Access Tariffs provide for one LEC charging another for jointly provided switched access?

A17. No. Section 3.4.1 of Verizon's Tariff DTE MA No. 15 provides a detailed description of jointly provided switched access service that is consistent with my understanding and experience on this matter. Nowhere in that section of tariff (or any other section) is there any provision that would provide for the charging of a tandem trunk port by Verizon to another LEC for jointly provided access service.

Q18. How do telephone companies charge for switched access service?

A18. The rates and terms for incumbent LEC switched access service are contained in tariffs on file with the FCC (for interstate access services) and the state commissions (for intrastate access services.) The FCC and some states may either not require or otherwise impose restrictions on access tariffs for competitive LECs.[3]

Q19. How do IXCs order switched access service?

A19. IXCs can order switched access services from a LECs by submitting an Access Service Request (ASR), an industry standard form that was developed by the Ordering and Billing Forum. (In the case of jointly provided switched access, described further below, the LEC may also have constructive ordering provisions in its tariff in contemplation of traffic provided by an intermediate carrier.) IXC's can also order switched access service from a CLEC with an Access Service Request, and industry standard ordering process.

Q20. How are access charges billed?

[3] Representative access tariffs include Verizon's Tariff DTE MA No. 15.

A20. Charges for switched access service are billed through the LEC's Carrier Access Billing System. Access charges for dedicated facilities are billed in the form of monthly recurring charges, while traffic sensitive common transport charges are billed in the form of per minute rates.

II. Governing Terms for Jointly Provided Switched Access

Q21. How do two phone companies arrange to jointly provide a switched access service?

A21. The obligation to provide requesting carriers with facilities for the transmission of exchange access and the duty to negotiate such arrangements are required under Sections 251 and 252 of the Communications Act. Accordingly, jointly provided switched access services are arranged through comprehensive interconnection agreements that were negotiated pursuant to Sections 251 and 252 of the Communications Act. I have negotiated a number of these jointly provided switched access arrangements as part of interconnection agreements in the past.

Q22. Do MPB CLECs have currently effective interconnection agreements with Verizon in Massachusetts?

A22. Yes, Verizon is a party to four agreements with One Communications affiliates in Massachusetts. One of these agreements is with Choice One Communications. This agreement, which is an adoption of the ANTC agreement, was approved by the Massachusetts Department of Telecommunications and Energy on July 15, 1999. The Conversent Communications agreement, which is an adoption of the MCI Metro agreement, was approved by the Department on July 19, 2001. The CTC

Communications agreement, also an adoption of the MCI Metro agreement, was approved on September 13, 2000. The last agreement is with Lightship Telecom, LLC. This agreement, which was approved by the Department on March 29, 2002, is an adoption of the Level 3 Communications agreement. Verizon is also party to an agreement with Comcast. This agreement, which originated as the AT&T Broadband Phone agreement, was approved by the Massachusetts Department of Telecommunications and Energy on July 12, 2001.

Q23. Please provide the relevant sections of the ICA that describe jointly provided access service.

A23. The relevant sections of the One Communications ICAs are attached to this testimony as Complainants Exhibit GJB-2. The relevant sections of the Comcast ICA are provided in the testimony of Robert Munoz, filed concurrently in this proceeding.

Q24. Are these provisions consistent with your own experience in negotiating and implementing these types of arrangements?

A24. Yes. In every agreement that I have negotiated and implemented, with the exception of usage sensitive switched access charges that are billed in connection with intraLATA toll traffic exchanged between the parties over their local interconnection Traffic Exchange Trunks, charges for access services, including jointly provided access services, are billed solely to the IXCs. Each LEC bills and collects from the IXC for its portion of the service to the IXC. The collaborating LECs do not bill each other for these services.

Q25. The interconnection agreements refer to the MECOD and MECAB guidelines. What are they?

A25. The Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Service describe the ordering and design guidelines for establishing a jointly provided switched access service within a LATA. These guidelines were developed by the Ordering and Billing Forum of the Alliance for Telecommunications Industry Solutions ("ATIS"), a United States industry supported group that develops and promotes technical and operations standards for the communications and related information technologies industry. ATIS is accredited by the American National Standards Institute (ANSI).

The Multiple Exchange Carrier Access Billing (MECAB) Guidelines contain the recommended guidelines for the billing of jointly provided access services within a single LATA. These guidelines also were developed by the ATIS Ordering and Billing Forum.

Q26. Have the parties in this case agreed to conform to the MECAB guidelines?

A26. Yes, pursuant to Sections B.1.78 and IV.8.5 of the Conversent and CTC agreements and Section 6.3 of the Lightship agreement. Although the Choice One agreement does not expressly invoke the MECAB guidelines, the parties have acted consistent with those guidelines.

Q27. How do the MECAB guidelines assist in determining the respective parties' roles and responsibilities when providing jointly provides switched access service?

A27. MECAB describes in detail how two LECS that are jointly providing switched access service to an IXC are to bill the IXC for their respective portions of the network. It also explains how LECs are to exchange usage data and generate bills to IXCs under the jointly provided arrangement.

Q28. Do the MECAB guidelines contemplate any type of scenario in which LECs would bill each other for elements of the network instead of, or in addition to, billing the IXCs?

A28. No. The entire function of the MECAB guidelines is to describe in detail how LECs are to bill IXCs for access services. There is no mention or reference to any type of scenario in which one LEC would bill another, which is consistent with my own experience in dealing with these matters.

Q29. The MECAB guidelines reference Billing Percentages. What are they?

A29. Billing Percentages apply to dedicated transport circuits connecting the switches or POIs of two different LECs; for example, a circuit between the Verizon access tandem switch and the MPB CLECs end office switches. The interconnection agreements in this case refer to these circuits as "Access Toll Connecting Trunks" (ATC trunks). The Billing Percentage indicates how much of this dedicated circuit is provided by each company. For example, if Verizon provided the ATC trunk as part of its network, it would have a BP of 100 and One Communications would have a BP of 0 for this route. Conversely, if One Communications provided the trunk, it would have a BP of 100 and Verizon would have a BP of 0. Or the parties could agree on a mid-span meet, in which case they would both have BPs between 1 and 99. The two companies can agree to divide responsibility for these transport routes in any way, as long as the percentages total to 100.

Q30. How do the parties agree on which elements each will bill the IXC?

A30. The guiding principle is that each party bills the IXC for the network element, or percentage of network element, that it is providing.

Q31. Based on these determining factors for which elements is Verizon responsible and for which elements are MPB CLECs responsible?

A31. Verizon is responsible for providing the connection to the IXC (the entrance facility) and tandem switching. MPB CLECs are responsible for providing end office switching and the local loop facility between the end office switch and the customer.

With respect to the local transport component of the service when the point of interconnection for these trunks is at Verizon's access tandem, MPB CLECs are providing 100% of the ATC trunking, and thus is entitled to bill the IXC 100% of the local transport rate element.

III. Provision of Switched Access Elements

Q32. On which LECs' network are the tandem trunk ports?

A32. Verizon's. The tandem trunk ports are part of Verizon's tandem switch, which Verizon bills to IXCs on a usage sensitive basis as part of its tandem switching rate element. The tandem switching rate element is a shared or common rate element.

Q33. Does it matter how MPB CLECs procure the interconnection trunks used for jointly provided access service?

A33. No, they are two separate issues. Pursuant to the interconnection agreement, MPB CLECs can implement their local exchange networks in a variety of ways, including utilizing their own facilities, leasing facilities from another carrier, or leasing facilities from Verizon to implement its local exchange network. Whether they have ordered facilities from Verizon as inputs to their local network has no bearing on whether Verizon has the right to charge MPB CLECs for access services.

Q34. Under what agreement or tariff does One Communications lease the ATC trunks from Verizon?

A34. It leases these trunks under the terms of its Section 251 local interconnection agreements. Under the Communications Act, ILECs are required to provide access to Unbundled Network Elements (UNEs) to requesting carriers for purposes of local interconnection The ATC trunks that One leases from Verizon are Unbundled Interoffice Transmission Facilities,[4] which One leases for purposes of providing exchange access service otherwise known as switched access service to IXCs. Also, in supporting documentation, Verizon emphasizes that unbundled transport can be used by "the ordering CLEC in its provisioning of local exchange and *associated exchange access services.*"[5] Since virtually all CLECs provide their exchange access services on a meet point billing basis with the ILEC, this can only relate to ATC trunks.

Q35. Verizon has stated in this case that ATC trunks are provided under the terms of its access tariffs, but you have stated that they are provided under the terms of the interconnection agreements. Can you explain this discrepancy?

A35. Verizon's interpretation is incorrect, because leasing an ATC trunk that is leased to a requesting LEC in connection with that LEC's local interconnection arrangements is not a component of switched access service. As I explained earlier, switched access service is provided to an IXC access customer by a LEC (or LECs) to allow the IXC to connect to an end-user. In this situation, One is not an IXC trying to connect to an end user; it is a

[4] Choice One ICA Attachment IOF; Lightship ICA § 11.5; CTC ICA § 11.5.

[5] http://www22.verizon.com/wholesale/solutions/solution/DS1+Transport.html

LEC jointly providing an IXC connections between the IXC's POP and its end users. My interpretation is in accord with that of the Common Carrier Bureau of the Federal Communications Commission. In an arbitration of this issue – in which a Verizon affiliate was a party – the Bureau rejected Verizon's assertion that ATC trunking was an exchange access service offered to the CLEC, and instead found that:

> the [ATC Trunking] services in question constitute the joint provision of switched exchange access services to IXCs by WorldCom and Verizon, both operating as LECs. Therefore, we agree with WorldCom that, when the parties jointly provide such exchange access, Verizon should assess any charges for its access services upon the relevant IXC, not WorldCom. We further agree with WorldCom that it has the right to purchase unbundled dedicated transport from Verizon to provide IXCs with access to WorldCom's local exchange network. Therefore, Verizon may not require WorldCom to purchase trunks out of Verizon's access tariffs in order for WorldCom to provide such exchange access.[6]

Q36. Are the ATC Trunks entrance facilities?

A36. No. As described above, entrance facilities are narrowly defined as the trunking between the IXC's POP and the serving wire center associated with the IXC POP. The ATC trunks are on the other side of the tandem switch from the entrance facilities, connecting an end office (in this case MPB CLECs' end office) to the ILEC tandem. Entrance facilities are non-traffic sensitive trunks dedicated to a single IXC. ATC trunks are shared or common trunks, available for use by any IXC connected to the ILEC access tandem switch. It is not possible for ATC trunks to meet the description of entrance facilities contained in Verizon's access tariffs.

[6] *Petition of WorldCom, Inc. Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration*; CC Docket No. 00-251, Memorandum Opinion and Order, 17 FCC Rcd 27039 para. 177 (2002).

Q37. Are the LECs allowed to create a new access rate element for the "end office side" tandem trunk ports?

A37. No. As I mentioned earlier in my testimony, LEC's are prohibited by the FCC from imposing additional switched access rate elements on tandem switching beyond the tandem switching rate element and the "wire center side" dedicated trunk port element. For switched access purposes, the "end office side" trunk port is included in the tandem switching rate element.[7]

Q38. Do the interconnection agreements provide for Verizon billing a tandem trunk port charge to MPB CLECs?

A38. No. None of the MPB CLECs ICAs contains descriptions or rates for trunk ports. In fact, one of the agreements expressly provides that "[u]nbundled Interoffice Transmission Facilities will be provided at central office cross connect points such as digital terminating frames,"[8] i.e. they do not terminate on a switch and do not include a tandem port. The rates for the interoffice facilities that MPB CLECs lease have only two elements: a fixed CLEC facility charge and a variable CLEC mileage charge. Any other costs are either recovered in these charges or they are Verizon's responsibility.

Q39. Does Verizon's intrastate access tariff provide for a port charge on ATC trunks?

A39. No, it doesn't. It only provides for a "Dedicated Tandem Trunk Port . . . into the Serving Wire Center's side of an access tandem."[9] As I described above, the ATC trunks are not

---

[7] *Access Reform Order*, paras. 167 – 168. *See also* 47 C.F.R. § 69.4(h) (listing permissible rate elements, which do not include a local-side trunk port).

[8] Choice One ICA Attachment IOF § 1.

[9] Tariff 15 § 6.2.2.E.4.d.

dedicated, but shared. Additionally, they are not accessed through the serving wire center side of the access tandem, but are on the end office side of the tandem. It is clear there are no tariffed provisions for the trunk ports that Verizon is attempting to bill.

Q40. Why wouldn't the Dedicated Tandem Trunk Port charge apply to MPB CLECs?

A40. As I explained earlier, this would not apply to MPB CLECs in this case for the primary reason that MPB CLECs' ATC trunks were not purchased out of Verizon's switched access tariff and therefore are not subject to that tariff. Rather, MPB CLECs ATC trunks are used to jointly provide switched access service to IXC access customers.

There is no such thing as an "ATC trunk port" in any Verizon tariff, nor is it described or offered in any current interconnection agreement. Consequently, there is no basis on which Verizon can charge MPB CLECs for such an element.

Q41. If Verizon is already recovering the cost of the "end office side" tandem trunk port through its tandem switching charges to the IXC, wouldn't it be double recovering if it were allowed to charge MPB CLECs as well?

A41. Absolutely. Verizon is already fully recovering its costs of tandem switching through its access charges. Whatever tandem switching costs Verizon may incur related to jointly provided switched access are to be recovered solely through it's tandem switching charges to the IXCs. It would be receiving pure windfall profits if allowed to receive additional revenues from CLECs for the same network functionality.

IV. Conclusion

Q42. In summary, what is your opinion regarding the validity of Verizon's charges for ATC trunk ports.

A42. These charges are completely unsupported from both a contractual and practical perspective. Verizon cannot charge MPB CLECs under its access tariff, since the ATC trunks are not leased as an access service and MPB CLECs are not access customers. Even if they were, the tariff contains no charge for a trunk port on the MPB CLECs side of the tandem. Likewise, Verizon cannot charge MPB CLECs under the interconnection agreements, because the interconnection agreements contain no charge for a trunk port of any kind.

EXHIBITS

Exhibit Complainants GJB-1
Curriculum Vitae of Gary Ball

CONTACT INFORMATION
47 Peaceable St.
Ridgefield, Ct 06877
(203) 894-1643
GJBall@Comcast.net

PROFILE

- Experienced expert witness on telecommunications matters, including cost, pricing and availability of unbundled network elements, interconnection, inter-carrier compensation, access charges, universal service, and policy issues relating to competitive entry and regulation of telecommunications carriers.
- Provided testimony before the FCC and over 25 states on behalf of competitive local exchange carriers (CLECs), interexchange carriers (IXCs), and wireless carriers.
- Engineer/MBA with 16 years of broad telecommunications management experience, including experience with incumbent local exchange carriers, CLECs, and IXCs.
- Extensive carrier management experience, including negotiation and enforcement of interconnection agreements. Additional experience in network design and project management.
- Strong analytical skills, with experience in analyzing complex pricing and network costing models. Also experienced in developing discounted cash flow models.

EDUCATION

1989 – 1991 **Masters of Business Administration**
University of North Carolina – Chapel Hill

1982 – 1986 **Bachelors of Science – Electrical Engineering**
University of Michigan – Ann Arbor

PROFESSIONAL EXPERIENCE

September 2002 – Present **Independent Consultant**

- Founded consulting practice providing expert witness testimony and analysis of regulatory and financial matters as they pertain to telecommunications. Client list includes IXCs, wireless carriers, and CLECs.

Significant Engagements:

- Represented CLEC industry regarding impairment analysis for high capacity loops and transport. Provided analysis and testimony in 17 states covering the BellSouth and Ameritech service territories as well as Texas, Missouri, Oklahoma, and Kansas.
- Prepared a study of CLEC network deployment of high capacity loop and transport facilities on behalf of CLEC industry to be filed with the FCC. Presented study to FCC staff.
- Provided expert reports and testimony in arbitrations dealing with industry practices and damages related to intercarrier compensation and inter-carrier agreements. Certified as an expert.
- Provided analysis and testimony analyzing rural ILEC revenues and costs on behalf of wireless carriers in opposition of the implementation of a new universal service fund for the state of Indiana.
- Advised large aggregator of rural ILEC long distance traffic on deployment of VOIP services

November 2005 - April 2007 **Director of Government Affairs (consulting arrangement)**

Pac-West Telecomm, Inc., Stockton, CA

- Responsible for all aspects of Regulatory and Government affairs for Verizon and BellSouth service territories:

  - Negotiated interconnection agreements with incumbent local exchange carriers, including Verizon, Citizens Communications, Cinncinnati Bell, and Alltel.
  - Coordinated and presented Company positions on policy issues to regulators, including Missoula Plan and Net Neutrality.
  - Managed disputes with other carriers, including issues related to network implementation, carriers' respective financial obligations, intercarrier compensation, and contract disputes.

January 1997 – September 2002 **Vice President State Regulatory Policy**
WorldCom, Rye Brook, NY

- Developed Company positions and acted as lead Company witness on state regulatory issues, including network interconnection, inter-carrier compensation, unbundled network elements, and access charges Coordinated regulatory issues related to new services and technologies, including SIP/VOIP, DSL, and soft-switches.
- Established and led cross-functional team responsible for collecting withheld reciprocal compensation payments from ILECs and establishing favorable settlements for prospective payments. Collections exceeded $1 billion, and prospective settlements were reached for the SBC, BellSouth, and Qwest territories.
- Managed national external consultant budget of over $1 million annually. Created case management budgeting and monitoring process.

August 1994 – December 1996 ***Director/Assistant Vice President – Northeast Regulatory Affairs***
MFS Communications, Parsippany, NJ

- Responsible for all state regulatory activities for states served by Verizon (Bell Atlantic and NYNEX) as well as SNET (Connecticut). Responsibilities included acting as primary interface with regulatory agencies and ILEC wholesale and regulatory representatives
- Lead negotiator for interconnection agreements implementing 1996 act for Verizon and SNET. Successfully negotiated agreements for eight states encompassing all aspects of network interconnection, inter-carrier compensation, and access to unbundled network elements.
- Coordinated all aspects of regulatory affairs and public relations related to local competition initiatives in the Bell Atlantic and BellSouth regions. Coordinated litigation and testified in market-opening proceedings in Maryland and Pennsylvania. Designed and oversaw implementation of first competitive interconnection network in the Bell Atlantic region (Maryland, 1995).
- Provided detailed analysis of complex network cost models filed by Bell Atlantic, Verizon and SNET in eight states to implement provisions of the Telecommunications Act of 1996. Acted as lead company witness on all aspects of filings. Coordinated arbitrations of unresolved unbundled loop pricing and testified as lead witness

February 1993 – August 1994 **Manager of Regulatory Affairs,**
TCG, Staten Island, NY

- Responsible for all tariff and compliance activities, including analysis of initial round of collocation tariffs filed by the ILECs with the FCC in 1993.
- Developed Company positions on network interconnection and inter-carrier compensation for the Ameritech region.
- Developed product and network descriptions used as the basis for wholesale contract negotiations with large IXCs. Participated in negotiations.

June 1991 – February 1993

Senior Analyst
Rochester Telephone, Rochester, NY

- Prepared tariff filings for new service arrangements and pricing. Developed cost support for filings when applicable.
- Developed discounted cash flow model used to evaluate network capital expenditures. Developed regulatory cost model to justify individual case basis pricing for competitive fiber-optic-based services.
- Project managed rollout of private line network that utilized early elements of DSL technology. Also provided extensive financial analysis to aid in pricing and deployment of ISDN service.

Summer 1990

Ryder System
Miami, FL

- Summer Internship for MBA candidates. Assisted in implementation of managed care health plan. Developed market research study for truck rental division.

June 1986 - August 1989

Radar Systems Engineer
Westinghouse, Palmdale, CA and Edwards Air Force Base, CA

- Provided field-engineering support for the B1-B Bomber's offensive radar system, including testing and maintenance of radar system components at the Palmdale production facility, and flight test support at Edwards Air Force Base.

Testimony History since 2000 (Publicly Available)

April 2007 – Present

On Behalf of certain CLECs in Vermont and New Hamshire – Prepared and filed testimony proposing conditions related to Verizon's proposed sale of its Vermont and New Hampshire networks. .

State of Vermont Docket No. 7270 - Joint Petition of Verizon New England, Inc., d/b/a Verizon Vermont, Certain Affiliates Thereof, and FairPoint Communications, Inc. for approval of
an asset transfer, acquisition of control by merger and associated transactions.

State of New Hampshire PUC Docket No. DT 07-011 - Joint Petition of Verizon New England,, Inc., et al, and FairPoint Communications, Inc. Transfer of New Hampshire Assets, et al.

October 2004

On Behalf of ALTs and CompTel – Prepared study describing the competitive deployment of loop and transport facilities based upon data collected and analyzed in state UNE-remand cases. Prepared report summarizing results of state proceedings on behalf of competitive industry for use in FCC UNE proceedings, presented report to FCC staff.

FCC WC Docket No. 04-313, CC Docket No. 01-338 - In the Matter of Unbundled Access to Network Elements. Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers

July 2004

On Behalf of TeleGlobe USA, Inc. – Provided expert testimony on industry practices related to intercarrier contracts, state regulatory fines for slamming, and disputes between payphone operators and IXCs

American Arbitration Association – TeleGlobe Telecom Corporation f/k/a Excel Communications, Inc. and TeleGlobe Inc. vs. Vartec Telecom Holding Company and Vartec, Inc.

4th Quarter 2003 – May 2004

On Behalf of AT&T – Provided expert testimony on network interconnection and intercarrier compensation related to contract enforcement

Public Service Commission of the District of Columbia TAC 16 –
AT&T Communications of Washington D.C et al v. Verizon Washington D.C., inc.

On Behalf of the Florida Competitive Carriers Association – Provided data analysis and testimony regarding implementation of the FCC's state UNE analyses pursuant to the Triennial Review Order

Florida Docket No. 030852-TP – In re: Implementation of requirements arising from Federal Communications Commission Triennial UNE review: Location-Specific Review for DS1, DS3, and Dark Fiber Loops and Route-Specific Review for DS1, DS3, and Dark Fiber Transport

On Behalf of CompSouth – Provided data analysis and testimony regarding implementation of the state UNE analyses required under the FCC's Triennial Review Order

Georgia Docket No. 17741-U – In Re: Review of the Federal Communications Commission's Triennial Review Order Regarding Impairment for High Capacity Enterprise and Dedicated Transport Loops

North Carolina Docket No. p-100, sub 133s - In Re: Triennial Review Order – High Capacity Loop and Transport

Tennessee Docket No. 03-00527 – In Re: Implementation of the Federal Communications Commission's Triennial Review Order (Nine Month Proceeding)(Loops and Transport)

Alabama Docket No. 29054 – In Re: Implementation of requirements arising From the Federal Communications Commission Triennial UNE Review: Phase III-High Capacity Loops and Transport

South Carolina Docket No. 20003-327-C – In the Matter of: Continued Availability of Unbundled High Capacity Loops at Certain Locations and Unbundled High Capacity Transport of Certain Routes Pursuant to the Federal Communication Commission's Triennial Review Order

Louisiana Docket No. U-27572 – In re: Louisiana Public Service Commission Implementation of the requirements arising from The Federal Communications Commission's Triennial Review Order, Order 03-36: High Capacity transport and unbundled high capacity Loops.

Kentucky Case No. 2003-00379 – In the Matter of Review of the Federal Communications Commission's Triennial Review Order Regarding Unbundling Requirements For Individual Network Elements

On Behalf of AT&T, MCI, COVAD and certain CLECs – Provided data analysis and implementation of the state UNE analyses required under the FCC's Triennial Review Order

Illinois Docket No. 03-0596 – Illinois Commerce Commission On Its Own Motion: Implementation of the Federal Communications Commission's Triennial Review Order with respect to Local Loops and Dedicated Transport

Michigan Case No. U-13796 – In the matter, on the Commission's own motion, to facilitate the implementation of the Federal Communication Commission's Triennial Review determination in Michigan

Ohio Case No. 03-2041-TP-COI – Regarding Dedicated Transport and High Capacity Loops

Wisconsin Case No. 05-TI-909 – Regarding Dedicated Transport and High Capacity Loops

Indiana Cause No. 42500-S2 – In the Matter of the Indiana Utility Regulatory Commission's Investigation of Matters Related to the Federal Communications Commission's Report and Order on Remand and Further Notice of Proposed Rulemaking in CC Dockett Nos. 01-338, 96-98, and 98-147

On Behalf of MCI – Provided data analysis and implementation of the state UNE analyses required under the FCC's Triennial Review Order

Texas Docket No. 28744 – Impairment Analysis for Dedicated Transport

Texas Docket No. 28745 – Impairment Analysis for Enterprise Market Loop Facilities

Missouri Case No. TO-2004-0207 – In the Matter of a Commission Inquiry into the Possibility of Impairment without Unbundled Local Circuit Switching When Serving the Mass Market (Phase III Loop and Transport).

Oklahoma Cause No. PUD 200300646 – Application of Joyce E. Davidson, Director of the Public Utilities Division, Oklahoma Corporation Commission, To Initiate a Proceeding for the Implementation of the Federal Communications Commission's Triennial Review Order.

Kansas Docket No. 03-GIMIT-1063-GIT – In the Matter of a General Investigation to Implement the State Mandates of the Federal Communications Commission's Triennial Review Order.

2003

On behalf of Certain Wireless Carriers – Prepared analysis and testimony in opposition to the creation of a new state Universal Service fund for Rural Incumbent Local Exchange Carriers

Indiana Cause No. 42144 – In the Matter of the Investigation on The Commission's Own Motion, under Indiana Code 8-1-2-72, Into Any and All Matters Relating to the Commission's Mirroring

Policy Articulated in Cause No. 40785 and the Effect of the FCC's MAG Order on Such Policy, Access Charge Reform, Universal Service Reform, and High Cost or Universal Service Funding Mechanisms Relative to Telephone and Telecommunications Services Within the State of Indiana

2002

On behalf of CTSI, LLC and Penn Telecom, Incorporated – Provided testimony and analysis in opposition to Verizon's request to deregulate its small business local exchange services

Pennsylvania Docket No. P-00021973 – In re: Petition of Verizon Pennsylvania Inc. for a Determination That Its Provision of Business Telecommunications Service to Customers Generating Less Than $10,000 in Annual Total Billed Revenue Is A Competitive Service Under Chapter 30 Of The Public Utility Code

On behalf of the Southeast Competitive Carriers Association (SECCA) – Analysis and opposition to proposed rates, terms, and conditions for collocation as proposed by BellSouth and Verizon in North Carolina

North Carolina Docket No. P-100, Sub 133j – In the matter of: General Proceeding on the Provision of Collocation Space

On behalf of MCI/Worldcom

New Jersey - OAL Docket No. PUCOT 08335-01N, BPU Docket No. TC99090669 - WorldCom Technologies, Inc. as successor in interest to MFS Intelenet of New Jersey, Inc. and MCImetro Access Transmission Services, LLC versus Bell Atlantic-New Jersey. Affidavits filed in 1999 and 2002.

2001

FCC CC Docket No. 00-182 - 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 Virgina State Corporation Commission Regarding Interconnection Disputes with Verizon-Virginia, Inc., and for Expedited Arbitration

FCC File No. EB-00-MD-20 - In the Matter of Starpower Communications, LLC, Complainant versus Verizon Virginia Inc. Respondent, Before the Federal Communications Commission,
2000

Mississippi Docket No. 99-AD-0310 - Brooks Fiber Communications, of Mississippi, Inc. versus BellSouth Telecommunications Inc., Before the Mississippi Public Service Commission, Docket

No. 99-AD-0310, In Re: Formal Complaint of Brooks Fiber Communications of Mississippi, Inc. to Enforce Interconnection Agreement with BellSouth telecommunications, Inc.

North Carolina - Docket Nos. P-7, Sub 912; P-10, Sub 557; P-294, Sub 20; P-806, Sub 1; SC-1338, Sub 1; SC-1474, Sub 2 – In the Matter of Application for Approval to Transfer Control of Sprint Corporation's North Carolina Operating Subsidiaries to MCI WorldCom, Inc.

Exhibit Complainants GJB-2
Meet Point Billing Provisions Of Relevant Interconnection Agreements

Verizon – Choice One Massachusetts ICA, Sections 9.1 - 9.3 (Meet Point Billing)

8.0 MUNICIPAL CALLING SERVICE

The Parties shall work cooperatively to facilitate each Party's public service obligations as may be required by the DPU to provide its end user Customers with toll free Municipal Calling Service ("MCS"). Such cooperation shall include the sharing of certain account and toll free municipal ("TFM") codes on a daily or other mutually agreeable basis and working with other industry participants to satisfactorily resolve MCS related measurement and billing issues associated with implementation of IntraLATA presubscription.

9.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO SECTION 251(c)(2)

9.1 Scope of Traffic

Section 9.0 generally prescribes parameters for certain trunk groups ("Access Toll Connecting Trunks") to be established over the Interconnections specified in Section 4.0 for the transmission and routing of Exchange Access traffic between ANTC Telephone Exchange Service Customers and Interexchange Carriers ("IXCs").

9.2 Trunk Group Architecture and Traffic Routing

9.2.1 The Parties shall jointly establish Access Toll Connecting Trunks by which they will jointly provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to ANTC's Customers (i.e. each Party shall share equally in the responsibilities and burdens associated with establishing Access Toll Connecting Trunks).

9.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow ANTC's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a NYNEX Access Tandem.

9.2.3 The Access Toll Connecting Trunks shall be two-way trunks, and operated as one-way or two-way as mutually agreed by both Parties, connecting an End Office Switch ANTC utilizes to provide Telephone Exchange Service and Switched Exchange Access in a given LATA to an Access Tandem Switch NYNEX utilizes to provide Exchange Access in such LATA.

9.3 Meet-Point Billing Arrangements

9.3.1 Where ANTC has its own end office switch and NYNEX provides the tandem switch, meet point billing between the Parties for jointly-provided Switched

Exchange Access Services on Access Toll Connecting Trunks will be provided as follows (This does not apply in instances where ANTC resells NYNEX Services, purchases unbundled local switching from NYNEX, or in cases where an alternate tandem provider is involved):

(a) The Parties agree to exchange all data necessary to effect meet point billing on no less than a monthly basis, providing the prior month's data, in a format in accordance with industry ordering and billing guidelines. Each Party will designate where the other Party shall send the required data.

(b) The Parties agree to a "multiple bill, multiple tariff" approach in which each Party presents separate bills to third party toll carriers and each Party applies rates for its portion of the services from its own tariff. The Parties may agree to a "single bill, multiple tariff" approach at a later date.

(c) Except as noted in 9.3.2, the Parties agree that ANTC will be responsible for billing the connecting third party toll carriers on all jointly-provided traffic (as defined in this Section) the following access charges:

(i) Carrier Common Line;
(ii) Local Switching; and
(iii) One Local Transport Termination

per ANTC's applicable tariffs. The Parties further agree that NYNEX will be responsible for billing all other Local Transport, Tandem Switching, and Entrance Facility access charges per its applicable tariffs. Any other applicable charges not outlined in 9.3.1 or 9.3.2 shall be billed and received as agreed upon by the Parties. If either the FCC or the DPU restructures access in a manner that affects this meet point billing arrangement, the Parties shall negotiate in good faith to ensure that the terms and conditions of this Agreement and the intent of the Parties is preserved.

(d) All revenues billed by each Party pursuant to this Section shall be retained by the billing Party.

9.3.2 Until and unless changed by the FCC, on a going forward basis, ANTC shall retain one hundred percent (100%) of the Transport Interconnection Charge/Residual Interconnection Charge in instances in which ANTC provides the End Office switching.

9.3.3 Record charges and per transmission charges for meet point billing will be the same as those charged for Call Usage Detail. These charges are to be reciprocally charged by the Parties and are outlined in the Pricing Attachment .

Verizon – Conversent Massachusetts ICA, Section 8.5 (Meet Point Billing)

from the Effective Date of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either BA or MCIm. The Parties may mutually agree to modify these procedures as part of their ongoing joint planning activities.

8.4 MCIm and BA shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups. In the case of two-way trunks, the Parties may by mutual agreement assign primary control office responsibility to one of the Parties.

8.5 MCI and BA will cooperate to establish responsibility for all Control Office functions for the meet point trunking arrangement trunks and trunk groups and will do so in parity with the industry standard arrangements that are defined in the MECABS/MECOD guidelines. The Party designated as control office shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

8.6 MCIm and BA shall:

8.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

8.6.2 Notify each other when there is any change affecting the service requested, including the due date.

8.6.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

8.6.4 Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

8.6.5 Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

8.6.6 Provide each other with an automated interface for trouble reporting/repair that is readily accessible and available 24 hours a day/7 days a week. An escalation contact will be available on a 24 hours a day/7 days a week basis to accommodate trouble reporting in the event the automated interface is not available. Any change to this escalation contact arrangement must be provided to the other Party in advance of implementation except for unavoidable emergency conditions for which notification will be made as soon as possible thereafter.

Verizon - CTC Massachusetts ICA, Section 8.5 (Meet Point Billing)

from the Effective Date of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either BA or MCIm. The Parties may mutually agree to modify these procedures as part of their ongoing joint planning activities.

8.4 MCIm and BA shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups. In the case of two-way trunks, the Parties may by mutual agreement assign primary control office responsibility to one of the Parties.

8.5 MCI and BA will cooperate to establish responsibility for all Control Office functions for the meet point trunking arrangement trunks and trunk groups and will do so in parity with the industry standard arrangements that are defined in the MECABS/MECOD guidelines. The Party designated as control office shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

8.6 MCIm and BA shall:

8.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

8.6.2 Notify each other when there is any change affecting the service requested, including the due date.

8.6.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

8.6.4 Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

8.6.5 Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

8.6.6 Provide each other with an automated interface for trouble reporting/repair that is readily accessible and available 24 hours a day/7 days a week. An escalation contact will be available on a 24 hours a day/7 days a week basis to accommodate trouble reporting in the event the automated interface is not available. Any change to this escalation contact arrangement must be provided to the other Party in advance of implementation except for unavoidable emergency conditions for which notification will be made as soon as possible thereafter.

Verizon – Lightship Massachusetts ICA, Sections 6.1 - 6.3 (Meet Point Billing)

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

6.1 Scope of Traffic

Section 6 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 4 for the transmission and routing of traffic between Level 3 Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where Level 3 elects to have its End Office Switch subtend a BA Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.

6.2 Access Toll Connecting Trunk Group Architecture

6.2.1 If Level 3 chooses to subtend a BA access tandem then Level 3's NPA/NXX must be assigned by Level 3 to subtend the same BA access tandem that a BA NPA/NXX serving the same Rate Center subtends as identified in the LERG.

6.2.2 Level 3 shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from Level 3's Customers.

6.2.3 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Level 3's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a BA Tandem. If Level 3 collocates at a BA access tandem, applicable Tariff rates and charges shall apply for transport and switching.

6.2.4 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office or Tandem Switch Level 3 utilizes to provide Telephone Exchange Service and Switched Exchange Access to its customers in a given LATA to the Tandem(s) BA utilizes to provide Exchange Access in such LATA.

6.3 Meet-Point Billing Arrangements

6.3.1 Level 3 and BA will establish Meet-Point Billing ("MPB") arrangements in order to provide a common transport option to Switched Access Services Customers via a Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and in BA's applicable Switched Access Service Tariffs. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates with a Telephone Exchange Service Customer of either Party that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by BA.

6.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/BA Serving Wire Center combinations.

6.3.3 Interconnection for the MPB arrangement shall occur at the BA access tandems in the LATA, unless otherwise agreed to by the Parties.

6.3.4 Level 3 and BA will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

6.3.5 In general, there are four alternative Meet-Point Billing arrangements possible, which are:

(a) "Single Bill/Single Tariff" in which a single bill is presented to the Interexchange Carrier and each Local Exchange Carrier involved applies rates for its portion of the services from the same Tariff.

(b) "Multiple Bill/Single Tariff" in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier and each carrier involved applies rates for its portion of the service from the same Tariff.

(c) "Multiple Bill/Multiple Tariff" in which each involved Local Exchange Carrier presents separate bills to the Interexchange Carrier, and each carrier involved applies rates for its portion of the service from its own unique Tariff.

(d) "Single Bill/Multiple Tariff" in which one bill is rendered to an Interexchange Carrier from all LECs who are jointly providing Switched Exchange Access Service. A single bill consists of all rate elements applicable to access services billed on one statement of charges under one bill account number using each LEC's appropriate access Tariffs. The bill could be rendered by, or on behalf of, any of the Local Exchange Carriers involved in the provision of service.

Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the jointly provided Telecommunications Service provided by that Party. Alternatively, each Party may use the New York State Access Pool on its behalf to implement Single Bill/Multiple Tariff or Single Bill/Single Tariff option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by each Party.

6.3.6 The rate elements to be billed by each Party are as set forth in BA's and Level 3's applicable Tariffs. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB

billing percentages for each Rating Point/BA Serving Wire Center combination shall be calculated in accordance with the formula set forth in subsection 6.3.15.

6.3.7 Each Party shall provide the other Party with the billing name, billing address, Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's Serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

6.3.8 BA shall provide Level 3 with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

6.3.9 Level 3 shall provide BA with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

6.3.10 All usage data to be provided pursuant to subsections 6.3.8 and 6.3.9 shall be sent to the following addresses:

To Level 3:
UDP, Inc.
2426 Cee Gee, Suite 100
San Antonio, TX 72817-6222
ATTN: Director of Message Processing

To BA:
New York State Access Pool
C/O ACM
1309 Main Street
Rotterden Junction, NY 12150
Attn: Mark Ferri

Either Party may change its address for receiving usage data by notifying the other Party in writing pursuant to subsection 28.10.

6.3.11 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Number ("OCN"), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

6.3.12 Each Party agrees to provide the other Party with notification of any errors it discovers within 30 calendar days of the receipt of the original data. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

6.3.13 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

6.3.14 Nothing contained in this subsection 6.3 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff, subject to the limitations on liability set forth in this Agreement).

6.3.15 MPB will apply for all traffic bearing the 500, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future. In the event Level 3 determines to offer Telephone Exchange Services in another LATA in Massachusetts in which BA operates a Tandem Switch, BA shall permit and enable Level 3 to subtend the BA Tandem Switch(es) designated for the BA End Offices in the area where the Level 3 Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Routing Point/BA Serving Wire Center combination shall be calculated according to the following formula:

$$a / (a + b) = \text{Level 3 Billing Percentage}$$

and

$$b / (a + b) = \text{BA Billing Percentage}$$

where:

a = the airline mileage between the Routing Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the BA serving Wire Center and the actual point of interconnection for the MPB arrangement. 6.3.16 Level 3 shall inform BA of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by subsection 4.5.1. Within ten (10) business days of Level 3's delivery of notice to BA, BA and Level 3 shall confirm the new Routing Point/BA Serving Wire Center combination and billing percentages.

6.3.17 Within thirty (30) days of a written request from Level 3, BA shall provide Level 3 with a list of all switched access users with a Carrier Identification Code in a LATA in which the Parties have newly established Interconnection arrangements pursuant to this Agreement.

6.4 Toll Free Service Access Code (e.g., 800/888/877) Traffic