



Continental Cablevision - Southeastern Region

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Regulatory Counsel

March 22, 1996

VIA BY HAND

Ms. Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

ORIGINAL  
FILE COPY

RE: DOCKET NO. 950985-TP

Dear Ms. Bayo:

Enclosed for filing in the above-referenced docket are an original and fifteen copies of Continental's Posthearing Brief Regarding United/Centel. Copies have been served on the parties of record pursuant to the attached certificate of service.

Also enclosed is a copy of Continental's brief on a 3-1/2" diskette in WordPerfect format, version 5.2.

Please acknowledge receipt and filing of these documents by date stamping the duplicate of this letter, which is enclosed, and returning it to me.

Thank you for your assistance with this filing.

Sincerely,

*Donald L. Crosby*  
Donald L. Crosby

Enclosures

DLC/cdp

cc: All Parties of Record

- ACK
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Resolution of petition(s) to )  
establish nondiscriminatory )  
rates, terms and conditions ) DOCKET NO. 950985-TP  
for interconnection involving )  
local exchange companies and ) FILED: MARCH 22, 1996  
alternative local exchange )  
companies pursuant to Section )  
364.162, Florida Statutes )  
\_\_\_\_\_ )

**CONTINENTAL'S POSTHEARING BRIEF**  
**REGARDING UNITED/CENTEL<sup>1</sup>**

Pursuant to Rule 25-22.056, Florida Administrative Code, Continental Cablevision, Inc., on behalf of its affiliates, Continental Fiber Technologies, Inc. d/b/a AlterNet, and Continental Florida Telecommunications, Inc. (collectively "Continental"), respectfully submits the following Posthearing Brief Regarding United Telephone Company of Florida and Central Telephone Company of Florida (collectively, "United/Centel") in the above-captioned docket.

I. SUMMARY

The appropriate compensation arrangement for interconnection of traffic between Continental and United/Centel is a "Bill and Keep" arrangement. This is the model used for terminating

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<sup>1</sup> On December 15, 1995, Continental voluntarily dismissed GTE from its petition. On March 11, 1996, the Commission granted Continental's request to be dismissed as an intervenor with regard to GTE. (T 98) Accordingly, this brief does not address any issue with regard to GTE. Continental reserves its rights to negotiate with GTE for an interconnection arrangement and, if negotiations fail, to petition the Commission to establishment such an arrangement.

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traffic between incumbent LECs in Florida today. The "Bill and Keep" method is currently the interconnection arrangement adopted in at least 6 states. (Late Filed Ex. 37)

By establishing the "Bill and Keep" arrangement in this proceeding the Commission would achieve a number of benefits. First, it is reciprocal. Second, as the lowest-cost method, it will encourage the lowest rates for consumers. Third, it minimizes costs that could serve as a barrier to entry into the local service market by ALECs. Fourth, it provides economic incentives for the ALECs to invest in and strengthen the State's local telecommunications infrastructure. Fifth, it avoids skewed marketing activity. Sixth, it is consistent with the recent legislation's flat-rate pricing for basic services. Finally, it avoids the potential for resource-wasting contention over monthly usage reports.

Any compensation arrangement modeled after switched access charges paid to incumbent LECs by interexchange carriers for toll traffic is inappropriate because it would serve as a barrier to competition in derogation of Section 364.162(5), Florida Statutes (1995). Accordingly, the Commission should adopt "Bill and Keep" as the superior arrangement governing compensation for the interconnection of traffic between the parties. Consequently, the Commission should reject switched access charges as the basis for such interconnection compensation.

## II. BACKGROUND

Last year, the Florida Legislature mandated a sea change in intrastate telecommunications regulation.<sup>2</sup> The most fundamental element was the opening to competition of certain monopoly markets for local telephony.<sup>3</sup>

The overarching importance of rapidly introducing robust competition into markets now served by virtual monopolists becomes clear in light of the statutory shift from ratebase, rate-of-return regulation to price regulation.<sup>4</sup> Price regulation can only deliver consumer benefits, e.g., improved customer service and lower customer rates,<sup>5</sup> if market forces are brought into play by competitors. Only after the introduction of true competition can price regulation begin to do its job of governing the behavior of the providers of local service.

The combined absences of traditional regulation and competitive discipline would undermine every aspect of the Florida Legislature's carefully-balanced plan to secure these benefits for consumers. Understanding the synchronicity between

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<sup>2</sup> Chapter 95-403, Laws of Florida.

<sup>3</sup> Sections 364.335 & 364.337, Florida Statutes (1995).

<sup>4</sup> Section 364.051, Florida Statutes (1995).

<sup>5</sup> Section 364.01(3), Florida Statutes (1995), finds that local competition is in the public interest and enumerates the following benefits:

...[it] will provide customers with freedom of choice, encourage the introduction of new telecommunications service, encourage technological innovation, and encourage investment in telecommunications infrastructure.

competition and price regulation, the Florida Legislature provided for them to take effect simultaneously.<sup>6</sup>

In recognition of its belief that actual competition cannot develop without interconnection, the Florida Legislature required the new entrants and the affected incumbents to interconnect telephone traffic between their customers.<sup>7</sup> To this end, procedures have been adopted under which the rates, terms and conditions of interconnection are to be established between the new entrants and the incumbents.

The Florida Legislature clearly prefers a solution arrived at independently by the parties, requiring negotiation for at least 60 days as a condition precedent to engaging the Commission.<sup>8</sup> Only if negotiation is still unsuccessful after this period of time can a party petition the Commission to establish nondiscriminatory rates, terms and conditions of interconnection.

Continental and United/Centel have negotiated in an effort to reach a settlement of the issues in this docket; however,

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<sup>6</sup> The recent legislation clearly couples an incumbent's privilege to elect price regulation with the obligation that the incumbent face competition in its market area, see Section 364.051, Florida Statutes (1995). This relationship is brought into sharp focus by this statute's complementary treatment of large and small incumbents. Even after their market areas became open to competition on January 1, 1996, the large incumbents still are not free to move to price regulation until competitors are authorized to serve those areas. Similarly, in order for a small incumbent to elect price regulation, it must relinquish the protection against competition furnished by Section 364.337(1), Florida Statutes (1995), unless it provides cable programming or video service.

<sup>7</sup> Section 364.16, Florida Statutes (1995).

<sup>8</sup> Section 364.162, Florida Statutes (1995).

Continental has been unsuccessful in its efforts to negotiate a settlement with United/Centel and is, at this time, seeking the Commission's establishment of nondiscriminatory rates, terms and conditions.

Continental was able to reach agreement with BellSouth Telecommunications, Inc. in the phase of this proceeding devoted to that company. However, circumstances have changed significantly in the interim. (Schleiden, T 149) Today, Continental urges the Commission not to resolve this controversy by adopting the solution contained in the stipulation between BellSouth, Continental and others, which was arrived at through negotiations.

A principal change in circumstances has been the Congress's enactment of the Telecommunications Act of 1996 ("The 1996 Act").<sup>9</sup> This enactment has fundamentally altered the regulatory environment that prevailed when Continental entered into the BellSouth stipulation.

Even more recently, this Commission voted in this docket on March 5, 1996, to establish the "Bill and Keep" arrangement for interconnection between BellSouth, MCI Metro Access Transmission Services, Inc. and Metropolitan Fiber Systems of Florida, Inc.

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<sup>9</sup> The Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996). Provisions of The 1996 Act will be referred to herein using the sections at which they will be codified, 47 U.S.C. §§ 151 et seq.

Additionally, at least one other state commission<sup>10</sup> has adopted "Bill and Keep" subsequent to Continental's entering into the stipulation with BellSouth.

### III. ISSUE-BY-ISSUE ANALYSIS

ISSUE 1: What are the appropriate rate structures, interconnection rates, or other compensation arrangements for the exchange of local and toll traffic between Continental and United/Centel?<sup>11</sup>

**\*\*CONTINENTAL**: "Bill and Keep" should apply to: (1) local traffic delivered to an end office or a tandem; and (2) intra-LATA toll traffic delivered to an end office. Switched access rates should apply to inter-LATA toll traffic delivered to an end office or tandem and to intra-LATA toll traffic delivered to the tandem.\*\*

DISCUSSION: The most appropriate interconnection arrangement is a "Bill and Keep" arrangement. (Schleiden, T 118) Under this arrangement, often referred to as "mutual traffic exchange" or "payment in kind," two companies exchange traffic originating on their own facilities bound for termination on the other's facilities at some agreed-upon point, with each bearing the cost of its own facilities, keeping the revenues it generates and not charging the other to use its facilities. (Schleiden, T 118)

"Bill and Keep" should apply to: (1) local traffic delivered

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<sup>10</sup> E.g., the Public Utility Commission of Ohio recently adopted "Bill and Keep" arrangement for interconnection between Ameritech and Time Warner. Exh. 23.

<sup>11</sup> The issues set forth in the Prehearing Order were altered for purposes of this brief to reflect Continental's status as a petitioner regarding United/Centel and not as an intervenor with respect to GTE Florida Incorporated ("GTE").

to an end office or a tandem; and (2) intra-LATA toll traffic delivered to an end office. Inter-LATA switched access rates should apply to inter-LATA toll traffic delivered to an end office or tandem. Intra-LATA switched access rates should apply to intra-LATA toll traffic delivered to the tandem. (Cornell, T 853)

In formulating our position on the application of "Bill and Keep," we made certain assumptions. All inter-LATA traffic is assumed to be toll traffic. In our view, the originating company should be allowed to determine whether intra-LATA traffic is local or toll. A tandem switch is engineered for the efficiency and convenience of the company operating it. All companies are presumed to have access to all levels of the switching hierarchy.

The "Bill and Keep" interconnection arrangement will prevent unreasonable discrimination between local exchange service providers in accordance with Section 364.16(3), Florida Statutes (1995). It will also promote consumer choice among the widest possible array of telecommunications services, while stimulating demand, promoting feature innovation, and reducing consumer prices. This arrangement will assure a balance of traffic flow among providers of Florida's Public Switched Network (PSN).

Any interconnection compensation arrangement requiring payments between Continental and Sprint-United/Centel for terminating traffic is inappropriate for at least two major reasons. First, it would stifle full competition through the construction of entry barriers or burdens. Also, it would lead



to distortions in the marketplace with respect to traffic flows, creating unpredictable market behavior.

At Section 252(d)(2)(A)(ii) of The 1996 Act, Congress directs that the terms and conditions of interconnection must be based on "a reasonable approximation of the additional costs of terminating such calls." (Emphasis supplied.) Additionally, Section 252(d)(2)(B)(i) makes plain that Congress intends for "Bill and Keep" to be an arrangement that satisfies this requirement.

The "Bill and Keep" arrangement covers the cost of furnishing interconnection. (Schleiden, T 132) In this regard, it complies with Section 364.162(4), Florida Statutes (1996). Continental agrees with the conclusion of Commission Staff on this point, as expressed at pages 29-31 in the recommendation filed February 26, 1996 (the "Recommendation"), which was adopted by the Commission on March 5, 1996.

United/Centel's switched access charges were set for interexchange traffic under ratebase, rate-of-return regulation in procedures that sought, among other things, to assure that an adequate subsidy was provided to residential service. (Poag, T 1389) As a result, these switched access charges include a contribution above direct economic cost. (Cornell, T 850)

Mr. Poag testified that the direct economic cost of the relevant switched access rates that make up United/Centel's proposal to charge over one cent a minute for interconnection was less than three-quarters of a cent per minute. (Poag, T 1347,

Conf. Ex. 44) Even using its own cost estimate--and without conceding its accuracy--United/Centel is proposing an interconnection rate that contains a substantial amount of subsidy.

However, there is abundant reason to doubt the accuracy of the direct economic cost of interconnection put forth by Mr. Poag. Dr. Cornell reviewed United/Centel's study of the direct economic cost and stated her belief that "its numbers were vastly higher than I would have expected to see." She offered her opinion that either the companies were "very inefficient" or had performed a "very bad cost study." (Cornell, T 956)

For these reasons, the Commission should reject United/Centel's switched access charges as a basis for determining the proper interconnection arrangement. The appropriate arrangement for interconnection is "Bill and Keep," and Continental urges the Commission to adopt it in resolution of this Issue 1, consistent with its decision in this docket on March 5, 1996.

ISSUE 2: If the Commission sets rates, terms, and conditions for interconnection between Continental and United/Centel, should United/Centel tariff the interconnection rate(s) or other arrangements?

**\*\*CONTINENTAL**: Under the "bill and keep" arrangement, the tariffs that are on file for United/Centel should be sufficient. No tariff is required for the interconnection of local traffic since no payments would change hands and the technical requirements

would be established in the Commission's order in this docket.\*\*

ISSUE 3: What are the appropriate technical and financial arrangements which should govern interconnection between Continental and United/Centel for the delivery of calls originated and/or terminated from carriers not directly connected to Continental's network?

**\*\*CONTINENTAL**: The Commission should resolve this issue in the same manner it decided the identical issue in the BellSouth/MCI/MFS phase of this docket on March 5, 1996.\*\*

DISCUSSION: Continental generally agrees with Commission Staff's conclusion on this issue, as expressed at Page 34 in the Recommendation with respect to BellSouth, MCI and MFS.

Specifically, Continental supports the following determination:

United/Centel should establish meet-point billing arrangements with Continental as it has with adjacent LECs. Meet-points, for rating purposes, should be established at mutually agreeable locations.

When Continental is collocated in the same United/Centel wire center with other ALECs, Continental and the other ALECs should be permitted to cross-connect without transiting the United/Centel switch. United/Centel should charge Continental one-half its special access cross-connect rate when United/Centel facilities are employed for cross-connect purposes.

Carriers providing tandem switching or other intermediary functions should collect only those access charges that apply to the functions they perform. The Residual Interconnection Charge

should be billed and collected by the carrier terminating the call, just as it is today among adjacent LECs.

ISSUE 4: What are the appropriate technical and financial requirements for the exchange of intraLATA 800 traffic which originates from a Continental customer and terminates to an 800 number served by or through Sprint-United/Centel?

**\*\*CONTINENTAL**: The Commission should resolve this issue in the same manner it decided the identical issue in the BellSouth/MCI/MFS phase of this docket on March 5, 1996.\*\*

DISCUSSION: Continental generally agrees with Commission Staff's conclusion on this issue, as expressed at Page 40 in the Recommendation with respect to BellSouth, MCI and MFS.

Specifically, Continental supports the following determination:

The compensation arrangement provided in the Stipulation and Agreement (Ex. 7, P. 68) entered into by Continental and BellSouth is appropriate for 800 calls originated by Continental's customer and terminated to an 800 number served by or through United/Centel. United/Centel should compensate Continental for the origination of 800 traffic terminated to United/Centel pursuant to Continental's originating switched access charges, including the data-base query. Continental should provide to United/Centel the appropriate records necessary for United/Centel to bill its customers. The records should be provided in a standard ASR/EMR format for a fee of \$0.015 per record. At such time as Continental elects to provide 800 services, Continental should reciprocate this arrangement.

ISSUE 5(a): What are the appropriate technical arrangements for the interconnection of the Continental network to United/Centel's 911 provisioning network such that Continental's customers are ensured the same level of 911 service as they would receive as a customer of United/Centel?

**\*\*CONTINENTAL**: The Commission should resolve this issue in the same manner it decided the identical issue in the BellSouth/MCI/MFS phase of this docket on March 5, 1996. Additionally, Continental wishes to retain the option of providing trunks directly to the provider of emergency services.\*\*

DISCUSSION: Continental generally agrees with Commission Staff's conclusion on this issue, as expressed at Page 43 in the Recommendation with respect to BellSouth, MCI and MFS. Specifically, Continental supports the following determination:

United/Centel should provide Continental with access to the appropriate United/Centel 911 tandems. Continental should be responsible for providing the trunking, via leased or owned facilities which are capable of carrying Automatic Number Identification, to the 911 tandems. All technical arrangements should conform with industry standards. United/Centel should notify Continental 48 hours in advance of any scheduled testing or maintenance, and provide immediate notification of any unscheduled outage. United/Centel should provide a list consisting of each municipality in Florida that subscribes to Basic 911 service, the E911 conversion date and a ten-digit

directory number representing the appropriate emergency answering position for each municipality subscribing to 911 service. Continental should arrange to accept 911 calls from its customer and translate the 911 call to the appropriate 10-digit directory number and route that call to United/Centel at the appropriate tandem or end office. When a municipality converts to E911 service, Continental should discontinue the Basic 911 procedures and begin the E911 procedures.

Continental further urges the Commission to adopt the policy that the respective ALECs may provide trunks directly to the provider of emergency services.

ISSUE 5(b): What procedures should be in place for the timely exchange and updating of Continental's customer information for inclusion in appropriate E911 databases?

**\*\*CONTINENTAL**: The Commission should resolve this issue in the same manner it decided the identical issue in the BellSouth/MCI/MFS phase of this docket on March 5, 1996. Additionally, Continental wishes to retain the option of providing trunks directly to the provider of emergency services.\*\*

DISCUSSION: Continental generally agrees with Commission Staff's conclusion on this issue, as expressed at Page 48 in the Recommendation with respect to BellSouth, MCI and MFS. Specifically, Continental supports the following determination:

United/Centel should provide Continental with access to the appropriate United/Centel E911 tandems, including the designated

secondary tandem. If the primary tandem trunks are not available, Continental should alternate route the call to the designated secondary E911 tandem. If the secondary tandem trunks are not available, the ALEC should alternate route the call to the appropriate Traffic Operator Position System (TOPS) tandem. Continental should be responsible for providing the trunking, via leased or owned facilities which are capable of carrying Automatic Number Identification, to the E911 tandems. All technical arrangements should conform with industry standards. United/Centel should notify Continental 48 hours in advance of any scheduled testing or maintenance, and provide immediate notification of any unscheduled outage. United/Centel should provide Continental with mechanized access to any database used for provisioning E911 service. Continental and United/Centel should work together and file with the Commission, within 60 days from the date of the order, a comprehensive proposal for mechanized access to any database used for provisioning E911 service. The proposal should include cost and price support, and a list of operational procedures. If a municipality has converted to E911 service, Continental should forward 911 calls to the appropriate E911 primary tandem along with the ANI, based upon the current E911 end office to tandem homing arrangement as provided by United/Centel.

Continental further urges the Commission to adopt the policy that the respective ALECs may provide trunks directly to the provider of emergency services.

ISSUE 6: What are the appropriate technical and financial requirements for operator handled traffic flowing between Continental and United/Centel including busy line verification and emergency interrupt services?

**\*\*CONTINENTAL:** The Commission should resolve this issue in the same manner it decided the identical issue in the BellSouth/MCI/MFS phase of this docket on March 5, 1996.\*\*

DISCUSSION: Continental generally agrees with Commission Staff's conclusion on this issue, as expressed at Page 53 in the Recommendation with respect to BellSouth, MCI and MFS.

Specifically, Continental supports the following determination:

The technical arrangement should be comprised of a dedicated trunk group arrangement from Continental's end office to the United/Centel Operator Service System. The trunk group can be the same as that used for Inward Operator Services (busy line verification and emergency interrupt services) and Operator Transfer Service. United/Centel's tariffed rates for busy line verification and emergency interrupt services should be used to fulfill the financial requirements for operator handled traffic flowing between Continental and United/Centel.

ISSUE 7: What the appropriate arrangements for the provision of directory assistance services and data between Continental and United/Centel?

**\*\*CONTINENTAL:** The Commission should resolve this issue in the same manner it decided the identical issue in the BellSouth/MCI/MFS phase of this docket on March 5, 1996.\*\*



DISCUSSION: Continental generally agrees with Commission Staff's conclusion on this issue, as expressed at Page 56 in the Recommendation with respect to BellSouth, MCI and MFS.

Specifically, Continental supports the following determination:

United/Centel should be required to list Continental's customers in United/Centel's directory assistance database. To ensure compatibility with United/Centel's database, United/Centel should provide Continental with the appropriate database format in which to submit the necessary information. United/Centel should update its directory assistance database under the same timeframes afforded itself. United/Centel should provide branding upon a firm order for the service.

ISSUE 8: Under what terms and conditions should United/Centel be required to list Continental's customers in its white and yellow pages directories and to publish and distribute these directories to Continental's customers?

**\*\*CONTINENTAL**: The Commission should resolve this issue in the same manner it decided the identical issue in the BellSouth/MCI/MFS phase of this docket on March 5, 1996.\*\*

DISCUSSION: Continental generally agrees with Commission Staff's conclusion on this issue, as expressed at Page 59 in the Recommendation with respect to BellSouth, MCI and MFS.

Specifically, Continental supports the following determination:

United/Centel should be required to provide directory listings for Continental customers in United/Centel's white page and yellow page directories at no charge. United/Centel should

also distribute these directories to Continental customers at no charge. To ensure compatibility with United/Centel's database, United/Centel should provide Continental with the appropriate database format in which to submit the necessary information. Enhanced listings should be provided to Continental customers at the same rates, terms and conditions offered to United/Centel customers.

ISSUE 9: What are the appropriate arrangements for the provision of billing and collection services between Continental and Sprint-United/Centel, including billing and clearing credit card, collect, third party and audiotext calls?

**\*\*CONTINENTAL**: Continental and United/Centel should bill and clear credit card, collect and third party calls (calls where the recording company is different from the billing company) through Centralized Message Distribution Service provided by United/Centel.\*\*

DISCUSSION: Centralized Message Distribution System is the appropriate mechanism by which billing and clearing services for credit card, collect and third party calls should be provided. Continental ought to enjoy the freedom of participation in such billing and collection services to the same degree as United/Centel. (Schleiden, T 126)

ISSUE 10: What arrangements are necessary to ensure the provision of CLASS/LASS services between Continental's and United/Centel's networks?

**\*\*CONTINENTAL**: The Commission should resolve this issue in the

same manner it decided the identical issue in the BellSouth/MCI/MFS phase of this docket on March 5, 1996.\*\*

DISCUSSION: Continental generally agrees with Commission Staff's conclusion on this issue, as expressed at Page 65 in the Recommendation with respect to BellSouth, MCI and MFS.

Specifically, Continental supports the following determination:

United/Centel and Continental should provide LEC-to-LEC Common Channel Signalling (CCS) to one another, where available, in conjunction with all POTS traffic, in order to enable full interoperability of CLASS/LASS features and functions. All privacy indicators should be honored, and Continental and United/Centel should use industry standards for CCS signalling between their networks. Because CCS will be used cooperatively for the mutual handling of traffic, Continental and United/Centel should each be responsible for the costs associated with the installation and use of their respective CCS networks.

ISSUE 11: What are the appropriate arrangements for physical interconnection between Continental and United/Centel, including trunking and signalling arrangements?

\*\*CONTINENTAL: The Commission should resolve this issue in a similar manner, giving consideration to the additional concerns expressed below, it decided the identical issue in the BellSouth/MCI/MFS phase of this docket on March 5, 1996.\*\*

DISCUSSION: Continental generally agrees with Commission Staff's conclusion on this issue, as expressed at Page 70 in the Recommendation with respect to BellSouth, MCI and MFS.

Specifically, Continental supports the following determination:

United/Centel should be required to provide interconnection, trunking and signalling arrangements at the tandem and end office levels. United/Centel should also provide Continental with the option of interconnecting via one-way or two-way trunks. Mid-span meets should be permitted where technically and economically feasible and should be a negotiated arrangement.

Moreover, to enhance the grade of service to all Florida consumers, trunks to the end office should overflow to trunking to the tandem for maximum call completion when all trunks are busy on normal trunking. This should be a reciprocal arrangement and would be particularly important in times of disaster. Co-location or virtual co-location must be required with all elements being reciprocal and mutual.

Finally, interconnecting facilities should conform, at the minimum, to the telecommunications industry standard of DS1 pursuant to BellCore Standard No. TR-NWT-00499 (or higher in the digital hierarchy) for facilities terminating as trunks on both Continental's and United/Centel's switching devices. Signalling System 7 (SS7) connectivity should also be required. (Schleiden, T 127)

ISSUE 12: To the extent not addressed in the number portability docket, Docket No. 950737-TP, what are the appropriate financial and operational arrangements for interexchange calls terminated to a number that has been "ported" to Continental?

\*\*CONTINENTAL: The Commission should resolve this issue in the

same manner it decided the identical issue in the BellSouth/MCI/MFS phase of this docket on March 5, 1996.\*\*

DISCUSSION: Continental generally agrees with Commission Staff's conclusion on this issue, as expressed at Page 73 in the Recommendation with respect to BellSouth, MCI and MFS.

Specifically, Continental supports the following determination:

Carriers providing any intermediary functions on calls routed through number portability solutions should collect only those access charges that apply to the functions they perform. The Residual Interconnection Charge should be billed and collected by the carrier terminating the call, just as it is today among adjacent LECs.

ISSUE 13: What arrangements, if any, are necessary to address other operational issues?

\*\*CONTINENTAL: The Commission should resolve this issue in the same manner it decided the identical issue in the BellSouth/MCI/MFS phase of this docket on March 5, 1996.\*\*

DISCUSSION: Continental generally agrees with Commission Staff's conclusion on this issue, as expressed at Page 75 in the Recommendation with respect to BellSouth, MCI and MFS.

Specifically, Continental supports the following determination:

Mechanized intercompany operational procedures, similar to the ones between IXCs and LECs today, should be co-developed by Continental and United/Centel. Operational disputes that Continental and United/Centel are unable to resolve through negotiations should be handled by filing a petition or motion

with the Commission.

Further, Continental and United/Centel should adhere to the following requirements: (1) they should provide their respective repair contact numbers to one another on a reciprocal basis; (2) misdirected repair calls should be referred to the proper company at no charge, and the end user should be provided the correct contact telephone number; (3) extraneous communications beyond the direct referral to the correct repair telephone number should be prohibited; (4) United/Centel should provide operator reference database (ORDB) updates on a monthly basis at no charge to enable Continental operators to respond in emergency situations; and (5) United/Centel should work with Continental to ensure that the appropriate Continental data, such as calling areas, service installation, repair, and customer service, are included in the informational pages of United/Centel's directory.

ISSUE 14: What arrangements, if any, are appropriate for the assignment of NXX codes to Continental?

\*\*CONTINENTAL: Continental ought to be able to enlist the Commission's assistance--on an expedited basis, preferably in less than 30 days--in overcoming any delays that occur in obtaining NXXs.\*\*

DISCUSSION: It is imperative that telephone numbers be conserved as valuable resources. Nevertheless, such valuable resources must be shared and should not be controlled by the dominant competitor in the marketplace. However, that is the situation at the initiation of competition. Continental ought to be able to

enlist the Commission's assistance in overcoming any delays that occur in obtaining NXXs. The Commission should handle such requests for assistance on an expedited basis, preferably in less than 30 days. Minimally, Continental should be able to get an NXX for each United/Centel office with which Continental physically interconnects. After obtaining these initial NXX codes, Continental should be able to get additional NXX codes when 60% or more of the numbers in an existing NXX have been allocated. Continental requests for NXX codes should be expected to be fulfilled in 30 days or less. (Schleiden, T 128)

**RESPECTFULLY SUBMITTED** this 22th day of March, 1996.



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## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of Continental's Posthearing Brief Regarding United/Centel were furnished by next-day express delivery (or\*hand delivery) on this 22nd day of March, 1996, to the following:

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