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August 26, 2010

RECEIVED

AUG 30 2010

PUBLIC SERVICE
COMMISSION

Jeff DeRouen
Executive Director
Kentucky Public Service Commission
P.O. Box 615
211 Sower Boulevard
Frankfort, KY 40601

RE: Petition for Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky and Sprint Communications Co. L.P., Sprint Spectrum L.P., Nextel West Corp., and NPCR, Inc. d/b/a Nextel Partners. Case No. 2010-00061

Dear Mr. DeRouen:

Enclosed please find and accept for filing the original and ten copies each of Exhibits JRB-1 and JRB-2 to the Direct Testimony of James R. Burt, who is a witness for the Sprint Respondents. These exhibits were filed and served on August 17, 2010 in accordance with the procedural schedule. However, we have learned that the Commission's main case file does not include the exhibits, so we are filing these replacements.

Please confirm your receipt of these filings by placing the stamp of your Office with the date received on the enclosed additional copies and return to me via the enclosed, self-addressed postage paid envelope.

Should you have any questions please contact me at your convenience.

Very truly yours,

STOLL KEENON OGDEN PLLC

Douglas F. Brent

DFB:jms

Enclosures

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AUG 30 2010

PUBLIC SERVICE
COMMISSION

ATTACHMENT JRB-1

Sprint Witness Testimony Key

Issue No.	Issue Description (& Sub Issues)	Sprint Witness
I.	Provisions related to the Purpose and Scope of the Agreements	
I.A.	(1) What legal sources of the parties' rights and obligations should be set forth in section 1.1 of the CMRS ICA?	James R. Burt
	(2) Should either ICA state that the FCC has not determined whether VoIP is telecommunication service or information service? (Section 1.3)	“
	(3) Should the CMRS ICA permit Sprint to send Interconnected VoIP traffic to AT&T? (CMRS section 1.3)	“
	(4) Should Sprint be permitted to use the ICAs to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with a third party provider that does not use NPA-NXXs obtained by Sprint? (Section 1.4)	“
	(5) Should the CLEC Agreement contain Sprint's proposed language that requires AT&T to bill a Sprint Affiliate or Network Manager directly that purchases services on behalf of Sprint? (Section 1.5)	“
	(6) Should the ICAs contain AT&T's proposed Scope of Obligations language? (Section 1,6)	“
I.B.	Miscellaneous service or traffic-related definitions	
	(1) What is the appropriate definition of Authorized Services?	James R. Burt
	(2) (a) Should the term “Section 251(b)(5) Traffic” be a defined term in either ICA and, if so, (b) what constitutes Section 251(b)(5) Traffic for (i) the CMRS ICA and (ii) the CLEC ICA?	“
	(3) What is the appropriate definition of Switched Access Service?	“
	(4) What are the appropriate definitions of InterMTA and IntraMTA traffic for the CMRS ICA?	“
	(5) Should the CMRS ICA include AT&T's proposed definitions of “Originating Landline to CMRS Switched Access Traffic” and “Terminating InterMTA Traffic”?	“
	(6) RESOLVED	“

Sprint Witness Testimony Key

Issue No.	Issue Description (& Sub Issues)	Sprint Witness
I.C.	Transit traffic related issues.	Randy G. Farrar
	(1) What are the appropriate definitions related to transit traffic service?	“
	(2) Should AT&T be required to provide transit traffic service under the ICAs?	“
	(3) If the answer to (2) is yes, what is the appropriate rate that AT&T should charge for such service?	“
	(4) If the answer to (2) is yes, should the ICAs require Sprint either to enter into compensation arrangements with third party carriers with which Sprint exchanges traffic that transits AT&T's network pursuant to the transit provisions in the ICAs or to indemnify AT&T for the costs it incurs if Sprint does not do so?	“
	(5) If the answer to (2) is yes, what other terms and conditions related to AT&T transit service, if any, should be included in the ICAs?	“
	(6) Should the ICAs provide for Sprint to act as a transit provider by delivering Third Party-originated traffic to AT&T?	“
	(7) Should the CLEC ICA require Sprint either to enter into compensation arrangements with third party carriers with which Sprint exchanges traffic or to indemnify AT&T for the costs it incurs if Sprint does not do so?	“
II.	How the Parties Interconnect	
II.A.	Should the ICA distinguish between Entrance Facilities and Interconnection Facilities? If so, what is the distinction?	Mark G. Felton
II.B.	Combined Use Trunking	
	(1) Should the ICA include Sprint's proposed language that would permit Sprint to combine multi-jurisdictional traffic on the same trunk groups (e.g., traffic subject to reciprocal compensation and traffic subject to access charges)?	James R. Burt
	(2) Should the ICAs include Sprint's proposed language that would permit Sprint to combine its CMRS wireless and CLEC wireline traffic on the same trunk groups that may be established under either ICA?	“
II.C.	911 Trunking	
	(1) Should Sprint be required to maintain 911 trunks on AT&T's network	Mark G. Felton

Sprint Witness Testimony Key

Issue No.	Issue Description (& Sub Issues)	Sprint Witness
	when Sprint is no longer using them?	
	(2) Should the ICA include Sprint's proposed language permitting Sprint to send wireline and wireless 911 traffic over the same 911 Trunk Group when a PSAP is capable of receiving commingled traffic?	“
	(3) Should the ICA include AT&T's proposed language providing that the trunking requirements in the 911 Attachment apply only to 911 traffic originating from the Parties' End Users?	“
II.D.	Points of Interconnection	
	(1) Should Sprint be obligated to establish additional Points of Interconnection (POI) when its traffic to an AT&T tandem serving area exceeds 24 DS1s for three consecutive months?	Mark G. Felton
	(2) Should the CLEC ICA include AT&T's proposed additional language governing POI's?	“
II.E.	RESOLVED	
II.F.	Facility/Trunking Provisions	
	(1) Should Sprint CLEC be required to establish one way trunks except where the parties agree to establish two way trunking?	Mark G. Felton
	(2) What Facilities/Trunking provisions should be included in the CLEC ICA e.g., Access Tandem Trunking, Local Tandem Trunking, Third Party Trunking?	“
	(3) Should the parties use the Trunk Group Service Request for to request changes in trunking?	“
	(4) Should the CLEC ICA contain terms for AT&T's Toll Free Database in the event Sprint uses it and what those terms?	“
II.G.	Direct End Office Trunking	
	Which Party's proposed language governing Direct End Office Trunking (“DEOT”), should be included in the ICAs?	Mark G. Felton
II.H.	Ongoing network management	
	(1) What is the appropriate language to describe the parties' obligations regarding high volume mass calling trunk groups?	Mark G. Felton

Sprint Witness Testimony Key

Issue No.	Issue Description (& Sub Issues)	Sprint Witness
	(2) What is appropriate language to describe the signaling parameters?	“
	(3) Should language for various aspects of trunk servicing be included in the agreement e.g., forecasting, overutilization, underutilization, projects?	“
III. How the Parties Compensate Each Other		
III.A.	Traffic categories and related compensation rates, terms and conditions	
	(1) As to each ICA, what categories of exchanged traffic are subject to compensation between the parties?	Randy G. Farrar
	(2) Should the ICAs include the provisions governing rates proposed by Sprint?	“
	(3) What are the appropriate compensation terms and conditions that are common to all types of traffic?	“
III.A.1	Traffic Subject to Reciprocal Compensation	
	(1) Is IntraMTA traffic that originates on AT&T’s network and that AT&T hands off to an IXC for delivery to Sprint subject to reciprocal compensation?	Mark G. Felton
	(2) What are the appropriate compensation rates, terms and conditions (including factoring and audits) that should be included in the CMRS ICA for traffic subject to reciprocal compensation?	“
	(3) What are the appropriate compensation rates, terms and conditions (including factoring and audits) that should be included in the CLEC ICA for traffic subject to reciprocal compensation?	“
	Conversion to Bill and Keep	“
	(4) Should the ICAs provide for conversion to a bill and keep arrangement for traffic that is otherwise subject to reciprocal compensation but is roughly balanced?	“
	(5) If so, what terms and conditions should govern the conversion of such traffic to bill and keep?	“
III.A.2	ISP-Bound Traffic	
	What compensation rates, terms and conditions should be included in the ICAs related to compensation for ISP-Bound traffic exchanged between	Mark G. Felton

Sprint Witness Testimony Key

Issue No.	Issue Description (& Sub Issues)	Sprint Witness
	the parties?	
III.A.3	CMRS ICA-specific, InterMTA traffic	
	(1) Is mobile-to-land InterMTA traffic subject to tariffed terminating access charges payable by Sprint to AT&T?	Randy G. Farrar
	(2) Which party should pay usage charges to the other on land-to-mobile InterMTA traffic and at what rate?	“
	(3) What is the appropriate factor to represent land-to-mobile InterMTA traffic?	“
III.A.4	CLEC-specific, Switched Access Service traffic	
	(1) What compensation rates, terms and conditions should be included in the CLEC ICA related to compensation for wireline Switched Access Service Traffic?	James R. Burt
	(2) What compensation rates, terms and conditions should be included in the CLEC ICA related to compensation for wireline Telephone Toll Service (i.e., intraLATA toll) traffic?	“
	(3) Should Sprint CLEC be obligated to purchase feature group access services for its InterLATA traffic not subject to meet point billing?	“
III.A.5	FX Traffic	
	Should the CLEC ICA include AT&T’s proposed provisions governing FX traffic?	James R. Burt
III.A.6	Interconnected VoIP traffic	
	(1) What compensation rates, terms and conditions for Interconnected VoIP traffic should be included in the CMRS ICA?	James R. Burt
	(2) Should AT&T’s language governing Other Telecomm. Traffic, including Interconnected VoIP traffic, be included in the CLEC ICA?	“
III.A.7	CMRS ICA Meet Point Billing Provisions	
	(1) Should the wireless meet point billing provisions in the ICA apply only to jointly provided, switched access calls where both Parties are providing such service to an IXC, or also to Transit Service calls, as proposed by Sprint?	Mark G. Felton

Sprint Witness Testimony Key

Issue No.	Issue Description (& Sub Issues)	Sprint Witness
	(2) What information is required for wireless Meet Point Billing, and what are the appropriate Billing Interconnection Percentages?	“
III.B.	RESOLVED	
III.C.	Reconfiguration Costs	
	Should Sprint be required to pay AT&T for any reconfiguration or disconnection of interconnection arrangements that are necessary to conform with the requirements of this ICA?	Mark G. Felton
III.D.	RESOLVED	
III.E.	Shared facility costs	
	(1) How should Facility Costs be apportioned between the Parties under the CMRS ICA?	Randy G. Farrar
	(2) Should traffic that originates with a Third Party and that is transited by one Party (the transiting Party) to the other Party (the terminating Party) be attributed to the transiting Party or the terminating Party for purposes of calculating the proportionate use of facilities under the CMRS ICA?	“
	(3) How should Facility Costs be apportioned between the Parties under the CLEC ICA?	“
	(4) Should traffic that originates with a Third Party and that is transited by one Party (the transiting Party) to the other Party (the terminating Party) be attributed to the transiting Party or the terminating Party for purposes of calculating the proportionate use of facilities under the CLEC ICA?	“
III.F.	CLEC Meet Point Billing Provisions	
	What provisions governing Meet Point Billing are appropriate for the CLEC ICA?	Mark G. Felton
III.G.	Sprint’s Pricing Sheet	
	Should Sprint’s proposed pricing sheet language be included in the ICA?	Randy G. Farrar
III. H.	Facility Pricing	
	(1) Should Sprint be entitled to obtain from AT&T, at cost-based (TELRIC) rates under the ICAs, facilities between Sprint’s switch and the POI?	Randy G. Farrar
	(2) Should Sprint’s proposed language governing “Interconnection	“

Sprint Witness Testimony Key

Issue No.	Issue Description (& Sub Issues)	Sprint Witness
	Facilities / Arrangements Rates and Charges” be included in the ICA?	
	(3) Should AT&T’s proposed language governing interconnection pricing be included in the ICAs?	“
III.I. Pricing Schedule		
	(1) If Sprint orders (and AT&T inadvertently provides) a service that is not in the ICA,	
	(a) Should AT&T be permitted to reject future orders until the ICA is amended to include the service?	Mark G. Felton
	(b) Should the ICAs state that AT&T’s provisioning does not constitute a waiver of its right to bill and collect payment for the service?	
	(2) Should AT&T’s language regarding changes to tariff rates be included in the agreement?	“
	(3) What are the appropriate terms and conditions to reflect the replacement of current rates?	“
	(4) What are the appropriate terms and conditions to reflect the replacement of interim rates?	“
	(5) Which Party’s language regarding prices noted as TBD (to be determined) should be included in the agreement?	“
IV. Billing Related Issues		
IV.A.	(1) What general billing provisions should be included in Attachment 7?	Mark G. Felton
	(2) Should six months or twelve months be the permitted back-billing period?	“
IV.B.	(1) What should be the definition of “Past Due”?	Mark G. Felton
	(2) What deposit language should be included in each ICA?	“
	(3) What should be the definition of “Cash Deposit”?	“
	(4) What should be the definition of “Letter of Credit”?	“
	(5) What should be the definition of “Surety Bond”?	“

Sprint Witness Testimony Key

Issue No.	Issue Description (& Sub Issues)	Sprint Witness
IV.C.	(1) Should the ICA require that billing disputes be asserted within one year of the date of the disputed bill?	Mark G. Felton
	(2) Which Party's proposed language concerning the form to be used for billing disputes should be included in the ICA?	“
IV.D.	(1) What should be the definition of “Non-Paying Party”?	Mark G. Felton
	(2) What should be the definition of “Unpaid Charges”?	“
	(3) Should the ICA include AT&T's proposed language requiring escrow of disputed amounts?	“
IV.E.	(1) Should the period of time in which the Billed Party must remit payment in response to a Discontinuance Notice be 15 or 45 days?	Mark G. Felton
	(2) Under what circumstances may a Party disconnect the other Party for nonpayment, and what terms should govern such disconnection?	“
IV.F.1	Should the Parties' invoices for traffic usage include the Billed Party's state specific Operating Company Number (OCN)?	Mark G. Felton
IV.F.2	(1) How much notice should one Party provide to the other Party in advance of a billing format change?	“
IV.G.1	RESOLVED	
IV.G.2	What language should govern recording?	Mark G. Felton
IV.H.	Should the ICA include AT&T's proposed language governing settlement of alternately billed calls via Non-Intercompany Settlement System (NICS)?	“
V.	Miscellaneous	
V.A.	RESOLVED	
V.B.	What is the appropriate definition of “Carrier Identification Codes”?	James R. Burt
V.C.	(1) Should the ICA include language governing changes to corporate name and or d/b/a?	James R. Burt
	(2) Should the ICA include language governing company code changes?	“
V.D.	RESOLVED	
V.E.	RESOLVED	
V.F.	RESOLVED	
V.G.	RESOLVED	

Sprint Witness Testimony Key

Issue No.	Issue Description (& Sub Issues)	Sprint Witness
V.H.	RESOLVED	
V.I.	RESOLVED	

ATTACHMENT JRB-2



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John F. Broughton
Contracts Negotiator III
Access Strategy

June 22, 2009

Via Overnight and Electronic Mail:

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Re: Sprint Nextel / BellSouth interconnection negotiations for Commonwealth of Kentucky

Dear Lynn and Randy:

Pursuant to Sections 251, 252 and 332 of the Communications Act of 1934, as amended ("Act"), General Terms and Conditions – Part A Section 3 of the parties' current interconnection agreements ("Section 3"), and AT&T Merger Commitment No. 3¹, Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp. and NPCR, Inc. d/b/a Nextel Partners (collectively "Sprint") request commencement of interconnection negotiations for a Subsequent Agreement (as defined in Section 3) with BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T") using the parties' pre-existing Kentucky interconnection agreement ("Kentucky ICA") as the starting point for such negotiations.

Sprint is agreeable to a 3-year extension of the existing Kentucky ICA without further revisions at this time. If AT&T is not agreeable to such an extension, Sprint requests AT&T to provide an electronic, soft-copy redline of the Kentucky ICA that reflects

¹ *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, Memorandum and Opinion, at p. 149, Appendix F, Merger Commitment No. 3 under "Reducing Transaction Costs Associated with Interconnection Agreements", WC Docket No. 06-74 (Adopted: December 29, 2006, Released: March 26, 2007) which provides: "The AT&T/BellSouth ILECs shall allow a requesting telecommunications carrier to use its pre-existing agreement as the starting point for negotiating a new agreement."

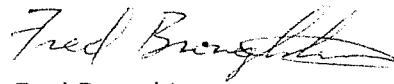
Ms. Lynn Allen-Flood, Mr. Randy Ham,
AT&T CLEC Account Team and AT&T General Attorney
June 22, 2009
Page 2

any and all changes that AT&T seeks to the Kentucky ICA. Sprint recognizes that in the context of Kentucky ICA adoption proceedings over the past year the parties have negotiated mutually acceptable updates to several of the Kentucky ICA Attachments. From Sprint's perspective, if AT&T's redlines essentially end up tracking the parties' prior updates to the Kentucky ICA Attachments, the parties' may be able to quickly narrow the likely remaining open issues to Attachment 3. Upon receiving AT&T's proposed redline of the Kentucky ICA, Sprint can determine what, if any, proposed changes it may have to the Kentucky ICA and at that point propose the scheduling of an initial negotiation call.

Pursuant to 47 U.S.C. § 252(b)(1), AT&T's receipt of Sprint's request for negotiations commences the statutory day 135 and 160 timelines for filing an arbitration petition under the Act. Using AT&T's e-mail receipt of this letter on June 22, 2009, Sprint calculates the respective statutory 135 and 160 days to be November 3, 2009 and November 28, 2009.

Please acknowledge to me by way of e-mail, facsimile or U.S. Mail that you have received this letter, whether AT&T agrees with Sprint's statutory timeline calculations, and when Sprint can expect to receive AT&T's redline of the Kentucky ICA.

Sincerely,



Fred Broughton

cc: Mr. Ralph Smith
Mr. Joseph P. Cowin
Mr. Joseph M. Chiarelli