

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

TDS Metrocom, Inc.)	
)	
Petition for Arbitration of Interconnection Rates,)	
Terms and Conditions and Related Arrangements)	Docket 01-0338
With Illinois Bell Telephone Company d/b/a/)	
Ameritech Illinois Pursuant to Section 252(b))	
Of the Telecommunications Act of 1996)	

REBUTTAL TESTIMONY OF CLIFF LAWSON

- 1 Q. Please state your name, business affiliation and address.
- 2 A. My name is Cliff Lawson. I am Vice President of Network Operations at
- 3 TDS Metrocom, Inc. ("TDS Metrocom"). My business address is 1212
- 4 Deming Way, Suite 350, Madison, WI 53717.
- 5 Q. Have you previously testified before in this matter?
- 6 A. Yes, I have.
- 7 Q. What is the purpose of your rebuttal testimony?
- 8 A. The purpose of my rebuttal testimony is to address Issue TDS-189 which
- 9 was settled in the arbitration between Ameritech and TDS Metrocom in
- 10 Wisconsin, but which is raised as a new issue by Ameritech Illinois in this
- 11 arbitration between TDS Metrocom and Illinois Bell, Inc., d/b/a Ameritech

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ILL. C. C. DOCKET NO. 01-0338
TDS EXHIBIT No. 4
Witness _____
Date 6-21-01 Reporter CB

1 Illinois ("Ameritech"). Issue TDS-189 involves Section 4.5 of the
2 Appendix DSL.

3 **Q. Why did TDS Metrocom propose the language it did for Section 4.5 of**
4 **Appendix DSL?**

5 A. TDS Metrocom and Ameritech engaged in negotiation of an
6 interconnection agreement covering Wisconsin, Illinois and Michigan on a
7 basically parallel basis. The first state to go to arbitration was Wisconsin.
8 At the time the parties negotiated the agreement for Wisconsin, the parties
9 reached a compromise on language that related to the decision reached by
10 the Wisconsin arbitration panel in the arbitration between AT&T and
11 Ameritech which was issued prior to the hearing between TDS Metrocom
12 and Ameritech. The compromise language was also included in the
13 stipulation of the parties in the OSS proceeding in Wisconsin, Docket 6720-
14 TI-160. When negotiations were held on several occasions between the
15 parties after the hearing and award in Wisconsin related to the arbitration
16 specific to Illinois, neither party raised the language of this section as an
17 open issue.

18 **Q. Is TDS Metrocom insisting that Ameritech be held to the Wisconsin**
19 **compromise language on the grounds that Ameritech did not raise this**
20 **as an open issue in the negotiation process?**

21 A. No. TDS Metrocom understands that such issues may arise during the
22 negotiation of an agreement on a multi-state basis. It is interesting that

1 Ameritech is objecting to including this language, but implies that there is
2 no problem with importing the results of the Wisconsin Commission order
3 on ISP reciprocal compensation under its Issue AIT-5. TDS Metrocom
4 feels that since neither party raised either of these as an open issue in
5 Illinois during negotiations, they should be treated the same. In this case,
6 TDS Metrocom is not going to insist that Ameritech accept the compromise
7 agreed to in the Wisconsin negotiations, and proposes different language
8 that deals with the issues TDS Metrocom has with the language as proposed
9 by Ameritech.

10 **Q. What is the issue with the Ameritech language?**

11 A. TDS Metrocom is not proposing that Ameritech be required to provide
12 splitters, equipment or cross-connects related to line sharing. What TDS
13 Metrocom has proposed is that we revise the language specific to OSS
14 systems. The language proposed by Ameritech is far too broad and could be
15 interpreted or applied erroneously if left in the contract. At issue here is
16 that where two CLECs are line sharing, one of the participating CLECs will
17 in fact have had to utilize SBC's OSS systems for provisioning the actual
18 loop, yet Ameritech's language states that a CLEC "*shall not utilize any*
19 *SBC-12STATE . . . OSS systems to facilitate line sharing between such*
20 *CLECs.*" For that reason, SBC's position to maintain this specific language
21 is inappropriate and could be applied to completely prevent line sharing
22 between two CLECs.

1 Q. What modifications does TDS Metrocom propose to the Ameritech
2 language?

3 A. TDS Metrocom proposes the following language for Section 4.5 (marked
4 according to the conventions used by the parties in the redline contracts
5 submitted in this matter).

6 SBC-12STATE shall not be required to provide narrowband service to
7 CLEC "A" and broadband service to CLEC "B" on the same loop. Any
8 line sharing between two CLECs shall be accomplished between those
9 parties and shall not utilize any SBC-12STATE splitters, equipment, or
10 cross connects or *OSS systems* to facilitate line sharing between such
11 CLECs.. Unless otherwise ordered by the Commission, SBC-13STATE
12 will not be required to modify its OSS systems to facilitate line-sharing,
13 however SBC 13STATE may not otherwise restrict a CLEC's use of OSS
14 systems merely because the CLEC is line sharing with another CLEC.

15
16 This language makes it clear that Ameritech is not required to modify its
17 OSS systems or otherwise take actions to accomplish line sharing between
18 CLECs, but neither should Ameritech be allowed to interfere with the
19 CLECs ability to line share.

20 Q. Does this conclude your rebuttal testimony?

21 A. Yes it does.