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GTE FLORIDA INCORPORATED
REBUTTAL TESTIMONY OF JOHN V. JERNIGAN

DOCKET NO. 960980-TP 960847

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is John V. Jernigan. My business address is 201 N. Franklin Street, Tampa, FL 33601.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I work for GTE Florida Incorporated (GTEFL) as Project Manager-Infrastructure Provisioning.

Q. PLEASE DESCRIBE YOUR EDUCATION AND WORK EXPERIENCE.

A. I graduated from the University of South Florida in August of 1986 with a Bachelor of Arts degree in the college of Social and Behavioral Sciences. I also have an Associate Technical Degree and an Associate Management Degree from GTE Telephone Operations. I joined GTEFL in 1970 and have held management positions as Central Office Supervisor, Central Office Manager, General Office Administrator, Section Manager-Project Management, OPCEN Supervisor, Senior Administrator-Liaison Right-of-Way/Joint Use and am currently Project Manager-Infrastructure Provisioning.

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FPSC-RECORDS/REPORTING

1 Q. WHAT ARE YOUR RESPONSIBILITIES IN YOUR CURRENT
2 POSITION?

3 A. I am responsible for transitioning of the Liaison Right-of-Way/Joint
4 Use office duties and responsibilities to the new organization, called
5 Infrastructure Provisioning.

6

7 Q. DID YOU FILE DIRECT TESTIMONY IN THIS PROCEEDING?

8 A. No, but I am hereby adopting the Direct Testimony of Charles Bailey
9 and I have filed Rebuttal Testimony in the AT&T portion of this
10 proceeding. Because the GTE Telephone Operating Companies are
11 involved in numerous, concurrent arbitration proceedings throughout
12 the country, scheduling conflicts for the few witnesses available to
13 testify on a given subject are inevitable. As such, it is sometimes
14 necessary--as in this instance--to change witnesses.

15

16 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

17 A. I will respond to MCI's requests concerning access to GTEFL's poles,
18 ducts, conduits, and rights-of-way.

19

20 Q. IN HIS DIRECT TESTIMONY (AT PAGE 45), MCI WITNESS DON
21 PRICE ASSERTS THAT THE COMMISSION SHOULD REQUIRE
22 ILECS TO PROVIDE INFORMATION ON LOCATION AND
23 AVAILABILITY OF ACCESS TO POLES, CONDUITS AND RIGHTS-
24 OF-WAY WITHIN 20 BUSINESS DAYS OF MCI'S REQUEST. IS
25 THIS POSITION REASONABLE?

1 A. No. GTEFL will, upon a specific MCI request, provide it with
2 information on location and availability of access to GTEFL's poles,
3 conduits, and rights-of-way. However, a mandated 20 day-period to
4 do so is unreasonable. Many factors determine how fast GTEFL can
5 get the information MCI wants. These include, for example, the
6 volume of requests received during a given timeframe; whether
7 easements are assignable in a particular case; the fact that a field
8 visit will often be required to determine availability of space and
9 access; and the ease or difficulty with which GTEFL can contact a
10 private property owner in a given instance. GTEFL will commit to
11 obtaining location and availability information for MCI as soon as
12 possible after MCI's request. GTEFL does not believe a mandated
13 timeframe is necessary or practical. However, if the Commission
14 wishes to order a presumptively reasonable period, it should be no
15 shorter than 30 days.

16
17 **Q. CAN GTEFL AGREE TO MCI'S REQUEST THAT GTEFL MUST**
18 **NOT PROVIDE LOCATION AND AVAILABILITY INFORMATION TO**
19 **ITSELF BEFORE IT PROVIDES SUCH INFORMATION TO MCI?**

20 A. No. This is impossible from a logical standpoint. Because it is GTEFL
21 that must gather the information for MCI, GTEFL will necessarily have
22 access to the information before MCI does. GTEFL will get it to MCI
23 as soon as practicable after GTEFL obtains it.

24
25

1 **Q. IS MCI'S POSITION ON RESERVATION OF SPACE FOR ITSELF**
2 **REASONABLE?**

3 **A.** No. First, MCI asks that, for 90 days after a request, GTEFL should
4 be required to reserve poles, conduits, and rights-of-way for MCI.
5 GTEFL assumes that MCI means an approved request, rather than
6 just a request for information on availability. In other words, GTEFL
7 should not be expected to reserve space for MCI at all for any period
8 before MCI has committed to using that space.

9
10 Once it has committed to space, MCI should be required to actually
11 begin using the space it requests within the 90-day period. MCI's
12 recommended six-month period is unreasonably long. Indeed,
13 under MCI's proposal, it would not even be required to request make-
14 ready activities--let alone actually use the poles, conduits, or rights-
15 of-way--for six months. The bottom line is that MCI's recommendation
16 would allow it to reserve space for at least 9 months (90 days plus 6
17 months). This is patently unreasonable, particularly given the fact
18 that MCI has taken the position (as reflected in its proposed contract
19 at paragraph 3.16) that GTEFL--which has continuing carrier of last
20 resort obligations--should not be able to reserve space even to itself.

21
22 **Q. IS IT APPROPRIATE FOR GTEFL TO PROVIDE COPIES OF**
23 **ENGINEERING RECORDS THAT INCLUDE CUSTOMER-SPECIFIC**
24 **INFORMATION WITH REGARD TO GTEFL'S POLES, DUCTS, AND**
25 **CONDUITS, AS MCI HAS REQUESTED?**

1 A. No. MCI has no legitimate need for such information. The only
2 information MCI needs in response to an inquiry about space
3 availability or accessibility is where the conduit runs, where the
4 manholes are, and where the pole line runs. In addition, GTEFL will
5 give MCI specific assignment information (e.g., which subduct, where
6 to place the cable on the pole) when it is time to install their cable.

7

8 **Q. WHO SHOULD PAY FOR THE COST OF PREPARING AND USING**
9 **GTEFL'S POLES, CONDUITS, AND RIGHTS-OF-WAY FOR MCI'S**
10 **USE?**

11 A. The ALEC--in this case, MCI or AT&T--accessing GTEFL's facilities
12 should pay, as it is the cost causer and it receives the benefits of
13 access. The rental rates for pole and duct space should be based on
14 their direct costs with appropriate contribution to the Company's
15 common costs. All other charges for provision of space (e.g., make-
16 ready activities, audits, field surveys, records checks, etc.) should be
17 based on the actual labor and materials costs incurred. For example,
18 make-ready work is often performed by contractors and the amount
19 they charge should simply be passed through to the requesting
20 ALEC. Charges for actual rights-of-way should be shared equally by
21 all entities utilizing the right-of-way.

22

23 **Q. IN ITS ARBITRATION PETITION (AT 60), MCI STATES THAT**
24 **GTEFL SHOULD BE REQUIRED TO PROVIDE REGULAR**
25 **REPORTS TO MCI ON THE CAPACITY STATUS AND PLANNED**

1 **INCREASE IN CAPACITY OF ALL OF GTEFL'S POLES, DUCTS**
2 **AND CONDUITS. IS THIS A REASONABLE DEMAND?**

3 A. No. MCI states that it would like these reports so that it can identify
4 whether or not GTEFL's poles, ducts, and conduits are full and plan
5 accordingly. It believes its position is consistent with the FCC's
6 conclusion on this issue.

7
8 As an initial matter, GTEFL takes issue with MCI's apparent belief
9 that the FCC has required ILECs to generate the type of availability
10 reports MCI requests. Moreover, this request is unduly burdensome
11 and not necessary to promotion of local exchange competition.
12 GTEFL does not currently track, even for itself, the information MCI
13 wants with regard to capacity status and planned increases. Putting
14 such tracking and reporting processes in place would be very
15 expensive. The time, expense, and effort to do so is certainly not
16 warranted by any competitive concerns, since MCI is highly unlikely
17 to make entry and expansion decisions on the basis of availability of
18 pole or duct space. As noted above, GTEFL will give MCI availability
19 information for the facilities and areas it wishes to use, upon requests
20 that are specific to those facilities and areas. It has no legitimate
21 need for comprehensive, regular reports on GTEFL's current and
22 planned capacity.

23
24 Finally, to the extent that MCI's request for data on GTEFL's future
25 capacity of poles, conduits and rights-of-way raises space reservation

1 issues, GTEFL emphasizes that it must be permitted to reserve
2 capacity based on a 5-year planning horizon. It will support access
3 demands on a case-by-case basis, taking account of this planning
4 horizon. This approach is reasonable and necessary because
5 GTEFL's already sophisticated and complex planning for its far-
6 reaching network will grow even more complicated as its exchange is
7 opened to other carriers. Assurance of adequate space for GTEFL's
8 own expansion is essential because of its continuing status as carrier
9 of last resort.

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11 **Q. DOES THAT CONCLUDE YOUR REBUTTAL TESTIMONY?**

12 **A.** Yes, it does.

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