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May 5, 2010 – VIA OVERNIGHT MAIL

Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 090501-TP
Petition for arbitration of certain terms and conditions of an interconnection
agreement with Verizon Florida LLC by Bright House Networks Information
Services (Florida), LLC

Dear Ms. Cole:

On April 16, 2010, Verizon Florida LLC (Verizon) filed its rebuttal testimony in the above
matter. Since that filing, Verizon has discovered incorrect citations to a Bright House
proposed contract section in the Rebuttal Testimony of Paul B. Vasington. Therefore,
enclosed are an original and 15 copies of corrected pages 11, 12 and 22 to Mr.
Vasington's testimony. Corrections were made as follows:

Page 11, line 22
Page 12, lines 1,11,17,18,22
Page 22, line 8

The corrected pages are also being provided to all parties of record as indicated on the
Certificate of Service. If there are any questions regarding this filing, please contact me
at (770) 284-3620.

Sincerely,

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Enclosures

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via electronic mail on May 5, 2010 to:

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1 have reached a settlement regarding the charging that will apply to the
2 specific current configuration that Bright House uses to interconnect with
3 Verizon.”

4

5 **Q. THEN WHY IS ISSUE 24 STILL IN THE ARBITRATION?**

6 A. Mr. Gates contends that, because the settlement terms apply only as
7 long as the parties’ physical interconnection arrangements remain
8 materially unchanged, the Commission still needs to “address the
9 principles that govern the pricing of interconnection facilities at this
10 time,” in case Bright House later modifies its interconnection
11 arrangements during the term of the agreement. (Gates DT at 68.) But
12 as I explain later, the Commission would be ill-advised to make a
13 generic pronouncement about the pricing of unidentified facilities that
14 Bright House may or may not buy from Verizon in the future, in
15 conjunction with a different interconnection method that Bright House
16 may or may not implement. There is no reason for the Commission to
17 arbitrate this theoretical legal dispute.

18

19 **Q. IS BRIGHT HOUSE PROPOSING ANY CONTRACT LANGUAGE FOR**
20 **RESOLUTION OF ISSUE 24?**

21 A. It is not clear that it is. In its Petition for Arbitration, Bright House
22 proposed a new section 2.1.1.3 for the Interconnection Attachment that
23 would permit Bright House to obtain transport facilities from Verizon on
24 Bright House’s side of the parties’ point of interconnection (“POI”) at
25 total-element-long-run incremental cost (“TELRIC”) rates. (Petition, Ex.

DOCUMENT NUMBER-DATE

1 2 (DPL), at 67, § 2.1.1.3.) This language does not appear in the
2 proposed interconnection agreement Mr. Gates submitted with his Direct
3 Testimony, presumably in recognition of the parties' settlement with
4 respect to facilities charges.

5
6 At the end of his testimony on Issue 24, however, Mr. Gates advises the
7 Commission to "adopt Bright House's language and require Verizon to
8 provide entrance facilities in support of interconnection and traffic
9 exchange at TELRIC, rather than tariffed, rates." (Gates DT at 82.) But
10 Mr. Gates doesn't cite any proposed contract language, and the omitted
11 section 2.1.1.3 is the only language Bright House had proposed for
12 resolving Issue 24. If Bright House is no longer proposing contract
13 language to resolve this Issue, then there is nothing for the Commission
14 to arbitrate (even aside from the above-mentioned lack of any actual
15 dispute) and this issue necessarily drops out of the arbitration. My
16 testimony here is offered only in the event that Bright House is still
17 proposing its old section 2.1.1.3, despite the parties' settlement, and
18 despite the absence of section 2.1.1.3 from the contract Mr. Gates
19 submitted.

20

21 **Q. ASSUMING BRIGHT HOUSE IS STILL PROPOSING SECTION**
22 **2.1.1.3, WHAT WOULD IT REQUIRE?**

23 A. As Mr. Gates explains, in order for Verizon and Bright House to
24 physically link their networks so calls can flow between them, Bright
25 House must "show up" at an appropriate point on Verizon's network.

1 generation of administrative and court litigation, requiring the
2 Commission to wade into a legal dispute that has yielded competing
3 interpretations of the law from U.S. Circuit Courts, without any
4 discernible practical effect on the interconnection between Bright House
5 and Verizon.

6

7 **Q. HOW SHOULD THE COMMISSION ADDRESS ISSUE 24?**

8 A. If Bright House is still proposing its section 2.1.1.3 language that would
9 give it the broad right to obtain “facilities from Bright House’s network to
10 the POI” at TELRIC rates, the Commission should reject that language,
11 along with Bright House’s unsupported legal theory that section
12 251(c)(2) of the Act entitles CLECs to TELRIC-priced entrance facilities
13 for interconnection and traffic exchange. In the alternative, the
14 Commission could refrain from ruling on this issue unless and until there
15 is an actual dispute between the parties about the pricing of specific
16 facilities. As I discussed, this is a wholly theoretical legal issue at this
17 point and will likely remain so, because Bright House is a facilities-based
18 carrier. There is no existing dispute about the pricing of any facilities
19 that would be covered by Issue 24. Nor has Bright House posited any
20 scenario under which such a dispute might arise. *If* Bright House
21 decides to change its interconnection arrangements in the future, and *if*
22 it seeks to buy entrance facilities from Verizon in conjunction with those
23 new arrangements, and *if* the parties disagree about the pricing of those
24 facilities, then the Commission can resolve that concrete pricing dispute
25 about those specific facilities in those specific interconnection