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November 22, 1995

Via Federal Express

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

Re: Resolution of Petition(s) to establish nondiscriminatory rates, terms, and conditions for interconnection involving local exchange companies and alternative local exchange companies pursuant to Section 364.162, Florida Statutes (Docket No. 950985A-TP) (Interconnection Petition of Continental Cablevision, Inc.)

Dear Mrs. Bayo:

Enclosed for filing are an original and fifteen (15) copies of the Rebuttal Testimony of Timothy T. Devine and the Prehearing Statement of Metropolitan Fiber Systems of Florida, Inc. in the above-captioned docket.

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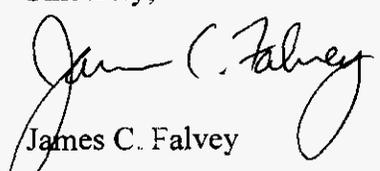
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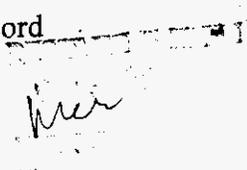
Thank you for your attention to this matter.

Sincerely,



James C. Falvey

cc: All parties of record



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DOCUMENT NUMBER-DATE

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**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

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Resolution of Petition(s) to establish)
nondiscriminatory rates, terms, and) Docket No. 950985A-TP
conditions for interconnection)
involving local exchange companies and) Filed: November 27, 1995
alternative local exchange companies)
pursuant to Section 364.162, Florida)
Statutes)

REBUTTAL TESTIMONY OF TIMOTHY T. DEVINE

ON BEHALF OF

METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.

Docket No. 950985A-TP

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

**REBUTTAL TESTIMONY OF TIMOTHY T. DEVINE
ON BEHALF OF
METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.
Docket No. 950985A-TP**

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 **A. My name is Timothy T. Devine. My business address is MFS**
3 **Communications Company, Inc., 250 Williams St., Ste. 2200, Atlanta,**
4 **Georgia 30303.**

5 **Q. ARE YOU THE SAME TIMOTHY DEVINE WHO PREVIOUSLY**
6 **FILED TESTIMONY IN THIS PROCEEDING?**

7 **A. Yes.**

8 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**
9 **PROCEEDING?**

10 **A. To respond on behalf of Metropolitan Fiber Systems of Florida, Inc.**
11 **(“MFS-FL”) to the various interconnection proposals offered by the parties**
12 **in the direct testimony in this proceeding.**

13 **Q. HAVE YOU INDICATED THE MFS-FL POSITION ON EACH OF**
14 **THE INTERCONNECTION ISSUES ADDRESSED IN THIS**
15 **DOCKET?**

16 **A. Yes. My Direct Testimony in the Continental interconnection docket**
17 **incorporated the interconnection petition of MFS-FL, the accompanying**
18 **testimony, and all exhibits. The MFS-FL position on the issues in this**
19 **docket is therefore most fully addressed in that Direct Testimony. (All**

1 references to Devine Direct Testimony are to the testimony accompanying
2 the MFS-FL Petition that was attached to the Devine Testimony in this
3 docket. All other testimony references are to Testimony filed in the
4 Continental docket.)

5 **II. THE LEGISLATURE APPROPRIATELY SEPARATED THE ISSUES**
6 **OF UNIVERSAL SERVICE AND RECIPROCAL COMPENSATION**

7 **Q. DOES BELLSOUTH CONTINUE TO INSIST ON REESTABLISHING**
8 **A CONNECTION BETWEEN RECIPROCAL COMPENSATION AND**
9 **UNIVERSAL SERVICE?**

10 **A.** Yes. Scheye Direct at 3-5. As I demonstrated in my Direct Testimony, the
11 Legislature deliberately separated the issues of compensation and universal
12 service. This is clearly indicated by both the legislative history, and by the
13 fact that these issues are addressed separately in the statute. Devine Direct
14 at 12-13. MFS-FL agrees with BellSouth that co-carrier issues are
15 interrelated, and that, in the end, the Commission should examine the full
16 set of arrangements established to ensure that they encourage the
17 development of competition. For example, by imposing a series of charges
18 on ALECs (*e.g.*, compensation, universal service, number portability, etc.),
19 LECs can implement a price squeeze that could render it impossible for

1 ALECs to compete. Devine Direct at 39-40. BellSouth's insistence,
2 however, that agreement on any interconnection issue — even
3 noncontroversial, technical issues — must be accompanied by an agreement
4 to its universal service proposal, was the ultimate impediment to progress in
5 the MFS-FL negotiations. MFS-FL has experienced success with
6 interconnection agreements in Connecticut and Massachusetts. Despite
7 MFS-FL's negotiating success with many LECs, BellSouth's intransigence
8 on all issues has compelled MFS-FL and other parties, including
9 Continental, to turn to the Commission for relief.

10 **III. THE APPROPRIATE INTERCONNECTION RATE FOR THE**
11 **EXCHANGE OF LOCAL TRAFFIC BETWEEN ALECS AND**
12 **SOUTHERN BELL IS BILL AND KEEP**

13 **Q. COULD YOU SUMMARIZE THE BILL AND KEEP PROPOSAL**
14 **ADVOCATED BY MFS-FL, CONTINENTAL, MCI METRO, AT&T,**
15 **THE FLORIDA CABLE TELEVISION ASSOCIATION, TIME**
16 **WARNER, AND OTHERS?**

17 **A.** As I explained in my direct testimony accompanying the Petition of
18 MFS-FL for interconnection rates, terms, and conditions, under bill and
19 keep, each carrier would be compensated in two ways for terminating local

1 calls originated by customers of other local exchange carriers. First, each
2 carrier would receive the reciprocal right to receive termination of local
3 calls made by its own customers to subscribers on the other local exchange
4 carrier's network without cash payment. This is often referred to as
5 payment "in kind." In addition, the terminating carrier is compensated for
6 call termination by its own customer, who pays the terminating carrier a
7 monthly fee for service, including the right to receive calls without separate
8 charge.

9 **Q. WHY DOES MFS SUPPORT BILL AND KEEP?**

10 **A.** Unlike the proposals advocated by other parties, and particularly as
11 compared with the per-minute charge advocated by BellSouth, bill and keep
12 economizes on costs of measurement and billing, which could increase
13 prices for all customers. It is also the only method proposed by any of the
14 parties that provides an ironclad guarantee that a price squeeze will not
15 foreclose local exchange competition in Florida. The bill and keep method
16 of compensation also provides incentives to carriers to adopt an efficient
17 network architecture, one that will enable the termination of calls in the
18 manner that utilizes the fewest resources. As a result of these advantages,

1 some form of bill and keep has been adopted by several states and is
2 currently in use in many states for the exchange of traffic between LECs.

3 **Q. HAVE OTHER PARTIES SUPPORTED THE IMPLEMENTATION**
4 **OF BILL AND KEEP RECIPROCAL COMPENSATION IN THIS**
5 **DOCKET?**

6 **A. Yes. Continental, AT&T Communications of the Southern States, Inc.**
7 **("AT&T"), Time Warner/Digital Media Partners, MCI Metro Access**
8 **Transmission Services, Inc. ("MCI Metro"), and the Florida Cable**
9 **Telecommunications Association ("FCTA") all supported identical bill and**
10 **keep proposals. Continental Amended Petition at 8; McGrath Direct at**
11 **13-14; Cornell Direct at 10-20; Cresse Direct at 4; Guedel Direct at 13.**
12 **These parties emphasized the same benefits of administrative simplicity, the**
13 **elimination of the possibility a price squeeze, and the efficiency incentives**
14 **created by bill and keep.**

15 **Q. WHY IS BELLSOUTH'S CRITIQUE OF BILL AND KEEP**
16 **INACCURATE?**

17 **A. Many of the reasons BellSouth offers for rejecting bill and keep are, in fact,**
18 **the strongest arguments in favor of such an arrangement. For example,**
19 **BellSouth witness Mr. Scheye argues that, under bill and keep, ALECs will**

1 have no incentive to efficiently provision their services but will instead rely
2 on efficiencies inherent to BellSouth's network. Scheye Direct at 8. The
3 bill and keep method of compensation in fact provides incentives to carriers
4 to adopt an efficient network architecture, one that will enable the
5 termination of calls in the manner that utilizes the fewest resources. A
6 compensation scheme in which the terminating carrier is able to transfer
7 termination costs to the originating carrier, as proposed by BellSouth,
8 reduces the incentive of the terminating carrier to utilize an efficient call
9 termination design. Devine Direct at 36.

10 **Q. DOES BELLSOUTH APPEAR TO SUGGEST THAT ALECS BE**
11 **REQUIRED TO OVERBUILD THE EXISTING LEC NETWORKS?**

12 **A.** Yes, apparently. BellSouth suggests that ALECs "may decide to
13 interconnect their end offices with BellSouth's tandems, rather than building
14 their own tandems because there will be no financial incentive to make this
15 investment." Scheye Direct at 9. As MFS-FL has argued in its direct
16 testimony, the most efficient means for all carriers to access IXCs is by
17 subtending the BellSouth tandem. The BellSouth suggestion that multiple
18 tandems is the most efficient solution defies common sense. If BellSouth is
19 arguing that ALECs should be required to rebuild the essential facilities of

1 the BellSouth network, this is, of course, the most *inefficient* means of
2 introducing local exchange competition in Florida.

3 **Q. DOES BELLSOUTH INCORRECTLY SUGGEST THAT IT WILL**
4 **NOT BE COMPENSATED FOR TERMINATING ALEC CALLS?**

5 **A.** Yes, BellSouth states that it will not be compensated for terminating access
6 and that there will therefore be no incentive to provide certain
7 functionalities. Scheye Direct at 9. This is simply wrong. As I have just
8 explained, and as explained in the testimony of several parties, bill and keep
9 compensation is in-kind compensation: terminating access on one network
10 is exchanged for terminating access on another company's network. No
11 party has proposed that it be permitted to terminate traffic on BellSouth's
12 network without a reciprocal obligation to do the same for BellSouth. *See,*
13 *e.g.,* Cornell Direct at 20. Accordingly, contrary to BellSouth's claim, all
14 carriers will have ample incentive to terminate calls under a bill and keep
15 system because if a carrier expects to terminate calls on other companies'
16 facilities, it will be expected to terminate other companies' calls on its own
17 network. Moreover, all companies will be compensated by payments from
18 their own end user customers.

1 **Q. IS BILL AND KEEP A COMMON PRACTICE FOR THE**
2 **EXCHANGE OF TRAFFIC BETWEEN LECS AND INDEPENDENT**
3 **TELEPHONE COMPANIES?**

4 **A. Yes. BellSouth attempts to downplay the significance of the fact that,**
5 nationwide, bill and keep arrangements have been the most common
6 arrangement between LECs for the exchange of local traffic. BellSouth
7 admits that extended area calling service ("EAS") arrangements are based
8 on bill and keep. Scheye Direct at 10. While LECs may compensate each
9 other with terminating access charges for certain long distance or toll calls,
10 based on MFS's experience in other states, LECs prefer bill and keep as the
11 simplest form of compensation for local calls. BellSouth also tries to argue
12 that bill and keep is appropriate between adjacent LECs but not competitive
13 LECs (Scheye Direct at 10-11); unfortunately, BellSouth does not begin to
14 explain *why* bill and keep has been completely sufficient with existing
15 carriers, but would not work with new entrants.

16 **Q. IS IT TRUE, AS BELLSOUTH CLAIMS, THAT LOCAL**
17 **INTERCONNECTION PLACES NO ADDITIONAL BILLING**
18 **REQUIREMENTS ON ALECS?**

1 A. No. While ALECs may bill switched access to IXC's, they currently have
2 no billing mechanism in place with every LEC and every ALEC. Bill and
3 keep would make it unnecessary for LECs and ALECs to establish and pay
4 for the ongoing expense of such mechanisms.

5 **Q. IS IT TRUE, AS BELLSOUTH SUGGESTS, THAT CARRIERS**
6 **CANNOT DISTINGUISH BETWEEN LOCAL AND TOLL CALLS?**

7 A. BellSouth suggests that the fact that it cannot determine the originating
8 nature of traffic necessitates a system in which access charges for local and
9 toll calls are identical. Scheye Direct at 6. BellSouth ignores the current
10 reality that Percent Interstate Use ("PIU") reports are currently utilized to
11 distinguish whether IXC traffic terminated to a LEC is interstate or
12 intrastate. All ALECs will employ advanced switching equipment that can
13 identify the origin of local and toll traffic. As MFS-FL has recommended, a
14 similar system of Percent Local Use ("PLU") ALEC reporting and auditing
15 can therefore be utilized to determine the origin of local and toll calls,
16 including "ported" calls under a system of interim number portability.
17 BellSouth's argument that determining the origin of calls is somehow not
18 feasible is not based on any technical shortcoming, but is rather a

1 transparent attempt by BellSouth to promote a system based on switched
2 access charges that will impose additional costs on ALECs.

3 **Q. DOES BELLSOUTH'S COMPENSATION PROPOSAL OFFER A**
4 **VIALE ALTERNATIVE TO BILL AND KEEP?**

5 **A.** No. As I have explained above and in my Direct Testimony, BellSouth's
6 proposal is structured around its universal service proposal. This universal
7 service proposal should not be considered in this docket and, as explained in
8 my universal service testimony, should not be contemplated until a
9 determination has been made that a universal service subsidy exists.
10 Furthermore, the imposition of switched access charges, as proposed by
11 BellSouth, would lead to a price squeeze which could inhibit the
12 development of competitive local exchange service in Florida.

13 **Q. DO THE MEET-POINT BILLING ARRANGEMENTS PROPOSED BY**
14 **BELLSOUTH PROVIDE REASONABLE CO-CARRIER**
15 **TREATMENT TO ALECS?**

16 **A.** No. Although BellSouth accepts the idea of meet-point billing when calls
17 transit through BellSouth en route from one carrier to another, BellSouth
18 does not accept the fact that, where tandem subtending arrangements exist,
19 LECs and ALECs should follow the meet-point billing formula of the

1 Ordering and Billing Forum ("OBF"). As I explained in my Direct
2 Testimony (Devine Direct at 16-18), LECs currently divide the local
3 transport revenues under a standard "meet-point billing" OBF formula.
4 These same meet-point billing procedures should apply where the tandem or
5 end office subtending the tandem is operated by an ALEC as in the case of
6 an adjoining LEC. BellSouth's failure to accept these guidelines for ALECs
7 would be discriminatory and inconsistent with the idea that ALECs should
8 be treated as equal co-carriers.

9 **Q. IS THE BELL SOUTH DIRECTORY ASSISTANCE PROPOSAL**
10 **ACCEPTABLE TO MFS-FL?**

11 **A. MFS-FL cannot accept the BellSouth proposal that directory assistance**
12 **storage charges be assessed to ALECs. Scheye Direct at 16. A single**
13 **directory assistance database is in the public interest, and ALEC customers**
14 **should therefore not be assessed any charges that are not likewise assessed**
15 **to BellSouth customers. This is simply another attempt by BellSouth to**
16 **raise the cost for ALECs to provide competitive service. The MFS-FL**
17 **positions on directory assistance and directory listings are fully explained in**
18 **my earlier testimony. Devine Direct at 51-52.**

1 **Q. HAS MFS-FL STATED ITS POSITION ON THE ISSUES OF THE**
2 **EXCHANGE OF INTRALATA 800 TRAFFIC, 911/E911**
3 **PROVISIONING, OPERATOR TRAFFIC, INCLUDING BLV/I, THE**
4 **BILLING AND CLEARING OF CREDIT CARD, COLLECT, THIRD**
5 **PARTY AND AUDIOTEXT CALLS, AND ARRANGEMENTS TO**
6 **ENSURE THE PROVISION OF CLASS/LASS SERVICES?**

7 **A. Yes. MFS-FL has filed its Direct Testimony that fully states its position on**
8 the issues of the exchange of intraLATA 800 traffic (Devine Direct at 70);
9 911/E911 provisioning (Devine Direct at 47-48); operator traffic, including
10 BLV/I (Devine Direct at 52); the billing and clearing of credit card, collect,
11 third party and audiotext calls (Devine Direct at 49-50); and arrangements
12 necessary to ensure the provision of CLASS/LASS services (Devine Direct
13 at 27-30). The MFS-FL recommendations and requirements with respect to
14 each of these issues, as well as each of the other issues in this docket, are
15 fully detailed in this prior direct testimony.

16 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

17 **A. Yes.**

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of November, 1995, a copy of the foregoing documents was served, via federal express, on the following parties:

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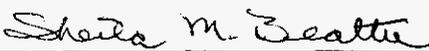
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