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Marceil Morrell\*\*  
Vice President & General Counsel - Florida

Associate General Counsel  
Anthony P. Gillman\*\*  
Leslie Reicin Stein\*

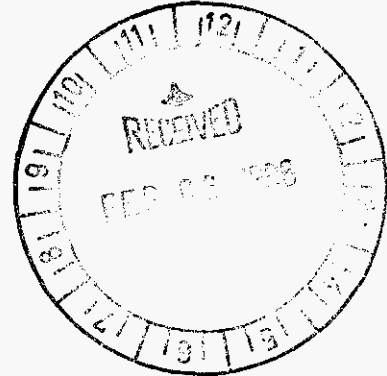
Attorneys\*  
Lorin H. Albeck                      M. Eric Edgington  
Kimberly Caswell                  Joe W. Foster  
Franklin H. Deak                    Ernesto Mayor, Jr.

\* Licensed in Florida  
\*\* Certified in Florida as Authorized House Counsel

**GTE Telephone Operations**

One Tampa City Center  
Post Office Box 110, FLTC0007  
Tampa, Florida 33601  
813-224-4001  
813-228-5257 (Facsimile)

February 6, 1996



Ms. Blanca S. Bayo, Director  
Division of Records & Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Dear Ms. Bayo:

Re: Docket No. 950985-TP  
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

Please find enclosed for filing the original and fifteen copies of the Direct Testimonies of Beverly Y. Menard and Edward C. Beauvais on behalf of GTE Florida Incorporated in the above matter together with a proposed list of issues. Also enclosed is a diskette with copies of the testimonies in WordPerfect 5.1 format. Service has been made as indicated on the Certificate of Service. If there are any questions with regard to this matter, please contact me at 813-228-3087.

Very truly yours,

*Anthony P. Gillman*

Anthony P. Gillman

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APG:tas  
Enclosures

FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE      DOCUMENT NUMBER-DATE      DOCUMENT NUMBER-DATE

A part of GTE Corporation

01353 FEB-6 88      01354 FEB-6 88

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that copies of the Direct Testimonies of Beverly Y. Menard and Edward C. Beauvais on behalf of GTE Florida Incorporated in Docket No. 950985-TP were either hand-delivered (\*) or sent via overnight express (\*\*) on February 6, 1996 to the parties on the attached list.

  
Anthony P. Gillman

Robert V. Elias\*  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Blvd., Room 370  
Tallahassee, FL 32399-0850

J. Phillip Carver c/o Nancy Sims\*  
Southern Bell Tel. & Tel. Co.  
150 S. Monroe St., Suite 400  
Tallahassee, FL 32301

Steven D. Shannon\*\*  
MCI Metro Access Trans.  
2250 Lakeside Boulevard  
Richardson, TX 75082

David B. Erwin\*  
Young VanAssenderp et al.  
225 S. Adams St., Ste. 200  
P.O. Box 1833  
Tallahassee, FL 32302

Andrew D. Lipman\*\*  
Metropolitan Fiber Systems of Fla.  
One Tower Lane, Suite 1600  
Oakbrook Terrace, IL 60181-4630

H. W. Goodall\*\*  
Continental Fiber Technologies  
4455 BayMeadows Road  
Jacksonville, FL 32217-4716

Donald L. Crosby\*\*  
Continental Cablevision, Inc.  
Southeastern Region  
7800 Belfort Parkway Suite 270  
Jacksonville, FL 32256-6925

John Murray\*\*  
Payphone Consultants, Inc.  
3431 N.W. 55th Street  
Ft. Lauderdale, FL 33309-6308

Richard A. Gerstemeier\*\*  
Time Warner AxS of Florida  
2251 Lucien Way, Suite 320  
Maitland, FL 32751-7023

Macfarlane Ausley et al.\*  
227 S. Calhoun Street  
Tallahassee, FL 32302

Patricia Kurlin\*\*  
Intermedia Comm. of Florida  
9280 Bay Plaza Blvd., Suite 720  
Tampa, FL 33619-4453

Leo George\*\*  
Lonestar Wireless of Florida  
1146 19th St., N.W., Suite 200  
Washington, DC 20036

F. B. Poag\*\*  
Sprint/United-Florida  
555 Lake Border Drive  
Apopka, FL 32703

Gary T. Lawrence\*\*  
City of Lakeland  
501 East Lemon Street  
Lakeland, FL 33801-5079

Jodie Donovan-May\*\*  
Teleport Communications Group  
2 Lafayette Centre, Suite 400  
1133 21st Street, N.W.  
Washington, DC 20036

Peter Dunbar/Charles Murphy\*  
Pennington & Haben, P.A.  
215 S. Monroe St., 2nd Floor  
Tallahassee, FL 32302

Leslie Carter\*\*  
Digital Media Partners  
2600 McCormack Dr., Suite 255  
Clearwater, FL 34619-1098

Patrick K. Wiggins\*  
Wiggins & Villacorta, P.A.  
501 E. Tennessee St., Suite B  
Tallahassee, FL 32308

James Falvey/Richard Rindler\*\*  
Swidler & Berlin  
3000 K Street, N.W., Ste. 300  
Washington, DC 20007

Richard D. Melson\*  
Hopping Green Sams & Smith  
123 S. Calhoun Street  
Tallahassee, FL 32314

Michael J. Henry\*\*  
MCI Telecommunications Corp.  
780 Johnson Ferry Rd., Suite 700  
Atlanta, GA 30342

Jill Butler\*  
Florida Regulatory Director  
Time Warner Communications  
2773 Red Maple Ridge  
Tallahassee, FL 32301

Michael W. Tye\*  
AT&T  
101 North Monroe St., Suite 700  
Tallahassee, FL 32301

Robin D. Dunson\*\*  
1200 Peachtree St., N.E.  
Promenade I, Room 4038  
Atlanta, GA 30309

Floyd R. Self\*  
Messer Caparello Madsen  
Goldman & Metz, P.A.  
215 S. Monroe St., Suite 701  
Tallahassee, FL 32302

William H. Higgins\*\*  
AT&T Wireless Services  
Suite 900  
250 S. Australian Avenue  
West Palm Beach, FL 33401

Kenneth Hoffman\*  
Rutledge Ecenia et al.  
215 S. Monroe St., Suite 420  
Tallahassee, FL 32301

Timothy Devine\*\*  
MFS Communications Co. Inc.  
Six Concourse Pkwy., Ste. 2100  
Atlanta, GA 30328

Laura Wilson/Charles Dudley\*  
Florida Cable Telecomm. Assn.  
310 N. Monroe Street  
Tallahassee, FL 32301

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**GTE FLORIDA INCORPORATED**  
**TESTIMONY OF BEVERLY Y. MENARD**  
**DOCKET NO. 950985-TP**

**Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH GTE FLORIDA INCORPORATED (GTEFL).**

**A. My name is Beverly Y. Menard. My business address is One Tampa City Center, Tampa, Florida 33601-0110. My current position is Regional Director - Regulatory and Industry Affairs.**

**Q. WILL YOU BRIEFLY STATE YOUR EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE?**

**A. I joined GTEFL in February 1969. I was employed in the Business Relations Department from 1969 to 1978, holding various positions of increasing responsibility, primarily in the area of cost separations studies. I graduated from the University of South Florida in June of 1973, receiving a Bachelor of Arts Degree in Business Administration with an Accounting major. Subsequently, I received a Master of Accountancy Degree in December of 1977 from the University of South Florida. In March of 1978, I became Settlements Planning Administrator with GTE Service Corporation. In January of 1981, I was named Manager-Division of Revenues with GTE Service Corporation, where I was responsible for the administration of the GTE division of revenues procedures and the negotiation of settlement matters with AT&T. In November of**

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1           1981, I became Business Relations Director with GTEFL. In that  
2           capacity, I was responsible for the preparation of separations  
3           studies and connecting company matters. Effective February  
4           1987, I became Revenue Planning Director. In this capacity, I  
5           was responsible for revenue, capital recovery and regulatory  
6           issues. On October 1, 1988, I became Area Director-Regulatory  
7           and Industry Affairs. In that capacity, I was responsible for  
8           regulatory filings, positions and industry affairs in eight southern  
9           states plus Florida. In August 1991, I became Regional  
10          Director-Regulatory and Industry Affairs for Florida. I am  
11          responsible for regulatory filings, positions and industry affairs  
12          issues in Florida.

13

14          **Q.    HAVE YOU EVER TESTIFIED BEFORE THE FLORIDA PUBLIC**  
15          **SERVICE COMMISSION?**

16          **A.    Yes. I have testified before this Commission on numerous**  
17          **occasions.**

18

19          **Q.    WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**  
20          **DOCKET?**

21          **A.    The purpose of my testimony is to present GTEFL's position on**  
22          **the issues raised by Metropolitan Fiber Systems of Florida, Inc.**  
23          **(MFS -FL) in the testimony of Timothy Devine. In addition, Dr.**  
24          **Edward Beauvais will also present testimony for GTEFL relative to**  
25          **bill and keep compensation and supporting rationale for GTEFL's**

1 proposed prices for local interconnection.

2

3 **Q. IN MR. DEVINE'S TESTIMONY, HE DISCUSSES ALLOWING MFS-**  
4 **FL'S SWITCH TO "SUBTEND" THE TANDEM. DOES GTEFL**  
5 **AGREE WITH THIS PHILOSOPHY?**

6 **A. GTEFL has no problems with this approach. GTEFL has one**  
7 **access tandem in its LATA. All GTEFL end offices subtend the**  
8 **access tandem and currently no other LECs have end offices**  
9 **subtending the GTEFL access tandem. MFS is currently colocated**  
10 **at Tampa Main, which is the location for the access tandem.**

11

12 **Q. DOES GTEFL HAVE ANY PROBLEMS WITH MFS-FL'S**  
13 **PROPOSALS FOR MEET-POINT BILLING?**

14 **A. Yes. GTEFL fully supports using the industry guidelines and will**  
15 **not vary from them. As such, with the single-bill option, the end**  
16 **office company bills the IXCs. If MFS-FL subtends GTEFL's**  
17 **access tandem, it will be responsible for the billing. GTEFL is still**  
18 **unclear on some of the details of MFS-FL's meet-point billing**  
19 **proposal as it is described in Mr. Devines's testimony. GTEFL**  
20 **hopes to gain a clearer understanding of MFS-FL's position in**  
21 **ongoing negotiations..**

22

23 **Q. DOES GTEFL AGREE WITH MFS-FL'S PROPOSAL THAT MFS-FL**  
24 **SHOULD UNILATERALLY SPECIFY THE INTERCONNECTION**  
25 **METHOD?**

1       A.    GTEFL cannot agree with this approach, which is plainly  
2            inconsistent with the Legislature's emphasis on negotiated, rather  
3            than unilaterally imposed, arrangements.       Standard  
4            interconnection arrangements between LECs should be based on  
5            mutual agreement between the parties. It bears note that GTEFL  
6            does not lease dark fiber facilities. If MFS uses colocation  
7            facilities, cross-connect charges in conformance with the  
8            colocation tariffs will apply.

9

10       Q.    **DOES GTEFL AGREE WITH MFS-FL'S PROPOSALS RELATIVE TO**  
11            **SIGNALLING ARRANGEMENTS?**

12       A.    Yes, to the best of GTEFL's knowledge. The interconnections for  
13            Common Channel Signalling will be furnished in accordance with  
14            the FCC GTOC Access Tariff.

15

16       Q.    **WHAT IS GTEFL'S POSITION ON CONNECTIONS AND**  
17            **COMPENSATION BETWEEN TWO ALECS?**

18       A.    When GTEFL established colocation tariffs (in accordance with  
19            FCC and FPSC guidelines), their purpose was to allow another  
20            party to connect with GTEFL facilities. Colocation is not a  
21            "service" and GTEFL's tariffs do not support cross-connects  
22            between two entities collocated in a GTEFL wire center. GTEFL  
23            has no problems in allowing transiting traffic. If GTEFL's access  
24            tandem is used for traffic transiting the tandem, GTEFL will charge  
25            tandem switching in accordance with its access tariffs. In



1            addition, GTEFL supports the use of an additional rate element  
2            (\$.002) to compensate for traffic transiting GTEFL's access  
3            tandem which does not go to a GTEFL end office.

4

5            **Q.    DOES GTEFL OBJECT TO THE USE OF TWO-WAY TRUNKING**  
6            **ARRANGEMENTS?**

7

8            A.    No.    MFS-FL originally proposed the use of one-way trunking  
9            arrangements.    GTEFL's response was that GTEFL prefers two-  
10            way trunks as this arrangement is more efficient.    However, if an  
11            ALEC wants one-way trunks, GTEFL is willing to accommodate  
12            this request.

13

14            **Q.    WHAT IS GTEFL'S POSITION ON BUSY LINE VERIFICATION AND**  
15            **INTERRUPT?**

16            A.    GTEFL proposes that the rates charged will be the same rates  
17            charged to IXCs.    This service does require separate trunk groups  
18            to the GTEFL's operator switch.

19

20            **Q.    DOES GTEFL SUPPORT MFS-FL'S PROPOSAL FOR RECIPROCAL**  
21            **AND "BILL AND KEEP" COMPENSATION?**

22            A.    No.    GTEFL fully supports reciprocal arrangements; i.e., both  
23            carriers pay for terminating each other's traffic.    GTEFL believes  
24            that intrastate switched access charges must apply for any  
25            intrastate toll traffic; otherwise, discriminatory treatment vis-a-vis

1 the IXCs would occur. In addition, GTEFL is proposing to use the  
2 same access rates (excluding the interconnection charge and  
3 carrier common line) for local traffic. Exhibit BYM-1 contains  
4 GTEFL's proposed rates.

5

6 **Q. DOES GTEFL HAVE ANY "BILL AND KEEP" ARRANGEMENTS**  
7 **WITH OTHER LECS?**

8 **A. Yes, GTEFL has such arrangements for limited EAS routes with**  
9 **United. However, after the new arrangements have been**  
10 **implemented for the ALECs, GTEFL will convert these EAS routes**  
11 **to the same financial arrangements used for ALECs.**

12

13 **Q. ARE THERE OTHER REASONS WHY GTEFL DOES NOT SUPPORT**  
14 **"BILL AND KEEP" ARRANGEMENTS?**

15 **A. Yes, these are discussed in more detail in Dr. Beauvais' testimony.**

16

17 **Q. DOES GTEFL BELIEVE AGREEMENT CAN BE REACHED WITH**  
18 **MFS-FL ON SHARED PLATFORM ARRANGEMENTS?**

19 **A. GTEFL will continue to make every effort to reach agreement on**  
20 **all issues. However, based on Mr. Devine's testimony, it appears**  
21 **more discussion is required on these subjects.**

22

23 **Q. DOES GTEFL FORESEE ANY PROBLEMS WITH THE PROVISION**  
24 **OF E911 SERVICES?**

25 **A. No. MFS-FL will be responsible for providing trunk connections to**

1 GTEFL's 911 switch. GTEFL has one 911 switch which handles  
2 its entire area, except Manatee County, and all GTEFL's counties  
3 have E911 service. The Master Street Address Guide (MSAG) is  
4 the responsibility of the counties and only they can authorize  
5 release of the data. GTEFL is willing to make available to MFS-FL  
6 the same arrangement that is currently utilized with United, which  
7 will allow for the verification of MFS-FL's data against the MSAG.

8

9 **Q. DOES GTEFL BELIEVE THAT ARRANGEMENTS SHOULD BE**  
10 **MANDATED FOR INFORMATION SERVICES BILLING AND**  
11 **COLLECTION?**

12 **A. No. To the best of GTEFL's knowledge, there are no**  
13 **intercompany arrangements in the state for these types of**  
14 **services. Major changes would be required in GTEFL's billing**  
15 **systems to accommodate MFS-FL's request. GTEFL does not**  
16 **provide any audiotext service. It will be MFS-FL's decision**  
17 **whether it wishes to offer 976-XXX services to their customers**  
18 **using their own tariffs. The compensation for this type traffic**  
19 **should be the same as for any other local or intraLATA toll traffic.**

20

21 **Q. DOES GTEFL HAVE ANY PROBLEMS WITH MFS-FL's PROPOSAL**  
22 **FOR INCLUSION OF MFS-FL CUSTOMERS IN GTEFL'S**  
23 **DIRECTORIES OR DIRECTORY ASSISTANCE DATABASE?**

24 **A. No. This has been GTEFL's position since negotiations started in**  
25 **July 1995.**

1 Q. WHAT ARE GTEFL'S PROPOSALS RELATIVE TO MFS-FL  
2 ACCESSING GTEFL'S DIRECTORY ASSISTANCE DATABASES?

3 A. GTEFL proposes to charge the same directory assistance rates and  
4 apply the same terms and conditions as contained in GTEFL's  
5 access tariffs. The rates are \$.25 for intrastate calls and \$.28 for  
6 interstate calls. GTEFL is willing to pursue directory assistance  
7 call completion services for MFS-FL. It is contemplated that the  
8 calls would be returned to MFS-FL for completion, which would  
9 eliminate the requirement for calling detail in electronic format.

10

11 Q. WHAT IS GTEFL'S POSITION ON YELLOW PAGE  
12 ADVERTISEMENTS?

13 A. GTEFL will cooperate with MFS-FL to ensure that MFS-FL  
14 customers are included in the Yellow Pages on terms comparable  
15 to GTEFL customers. GTEFL cannot agree that MFS-FL should be  
16 able to force GTE Directories Company to accept MFS-FL as a  
17 billing and collection agent for GTE Directories Company.

18

19 Q. HOW DOES GTEFL BELIEVE INTERCEPT SERVICE SHOULD BE  
20 HANDLED IF A CUSTOMER CHANGES FROM GTEFL TO MFS-FL  
21 AND DOES NOT RETAIN THEIR ORIGINAL TELEPHONE NUMBER?

22 A. GTEFL has a tariff offering (Intercept on the move) which can be  
23 utilized by the customer or MFS-FL. There are costs associated  
24 with this service, and GTEFL cannot agree to provide it at no  
25 charge.

1 Q. WHAT SHOULD BE THE COMPENSATION ARRANGEMENT FOR  
2 REDIRECTED CALLS UNDER TEMPORARY NUMBER  
3 PORTABILITY?

4 A. GTEFL currently has no way to identify the access charges  
5 associated with remote call forwarded calls, as they appear as  
6 two calls in GTEFL's systems and there is currently no billing or  
7 other mechanism in place to develop this data. GTEFL plans to  
8 compensate MFS for all redirected calls using the same type  
9 arrangement which GTEFL uses to pay MFS-FL for local calls, as  
10 these type calls will look like local calls. GTEFL is willing to  
11 pursue development of a mutually agreed upon surrogate to  
12 accommodate the differential between access charges and local  
13 compensation for ported calls. GTEFL cannot support making  
14 costly and massive modifications to its billing system at this type  
15 to try to identify these type calls.

16

17 Q. HAS GTEFL REACHED AGREEMENT WITH MFS-FL ON THE ISSUE  
18 OF NUMBER RESOURCES?

19 A. I am perplexed by Mr. Devine's testimony that GTEFL and MFS-FL  
20 do not agree on this issue. Since negotiations began in July  
21 1995, GTEFL's position has been consistent with the positions  
22 stated by MFS-FL.

23

24 Q. IN FACT, MR. DEVINE SEEMS TO INDICATE THAT GTEFL HAS  
25 SHOWN LITTLE INTEREST IN NEGOTIATING WITH MFS-FL. (DEVINE

**1 DIRECT TESTIMONY AT 11-12.) IS THIS TRUE?**

**2**

**3 A. No. GTEFL takes issue with Mr. Devine's implications that GTEFL**  
**4 failed to adequately respond to MFS' overtures at negotiation. GTEFL**  
**5 and MFS had several discussions in the hope of reaching agreement on**  
**6 some or all of the issues in this case. GTEFL believed that the parties**  
**7 had, in fact, agreed on certain points, and that others were close to**  
**8 resolution. The fact that GTEFL declined to prepare lengthy responses**  
**9 to certain of MFS' written communications certainly does not show a**  
**10 lack of good faith on GTEFL's part. To the contrary, GTEFL stands ready**  
**11 to continue negotiations and fully shares MFS' desire to reach agreement**  
**12 on as many issues as possible before hearings begin.**

**13**

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

**15 A. Yes, it does.**

**16**

**17**

**18**

**19**

**20**

**21**

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**24**

**25**

**GTE FLORIDA SWITCHED ACCESS RATE ELEMENTS AND RATE LEVELS  
 AS OF JANUARY 1, 1996**

Rate Elements	Rate Levels as of January 1, 1996
Transport <sup>1</sup>  DS1 Local Channel - Entrance Facility <sup>2</sup> Switched Common Transport per minute of use per mile Facilities Termination per MOU Access Trandem Switching  Local Switching	\$\$.0012037  \$\$.0000135 \$\$.0002688 \$\$.0007500  <u>\$.0089000</u> <u>\$.0111360</u>

<sup>1</sup>Assumptions:

- Tandem Connection with Common Transport
- No Collocation
- DS1 local channel @ 9000 minutes per month and 24 voice grade equivalents
- Zone 1 charges

<sup>2</sup>Rate shown for first system. Rate for additional system is \$.0006019.  
 Total rate would be \$.0105342.

**GTE FLORIDA - INTRASTATE  
 SWITCHED ACCESS**

Rate Elements	Rates as of January 1, 1996
<b>Carrier Common Line</b>	
<b>Originating</b>	\$ .0251000
<b>Terminating</b>	\$ .0382000
<b>Transport<sup>1</sup></b>	
<b>DS1 Local Channel - Entrance     Facility<sup>2</sup></b>	\$ .0012037
<b>Residual Interconnection</b>	\$ .0134362
<b>Switched Common Transport     per minute of use per mile</b>	\$ .0000135
<b>Facilities Termination per MOU</b>	\$ .0002688
<b>Access Tandem Switching</b>	\$ .0007500
<b>Local Switching 2</b>	\$ .0089000

<sup>1</sup>Assumptions:

- Tandem Connection with Common Transport
- No Collocation
- DS1 local channel @ 9000 minutes per month and 24 voice grade equivalents
- Zone 1

<sup>2</sup>Rate shown for first system. Rate for additional system is \$.0006019.