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September 30, 1996

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

Re: Docket Nos. 960847-TP and 960980-TP  
Petitions by AT&T Communications of the Southern States, Inc.,  
MCI Telecommunications Corporation and MCI Metro Access  
Transmission Services, Inc. for arbitration of certain terms and conditions  
of a proposed agreement with GTE Florida Incorporated concerning  
interconnection and resale under the Telecommunications Act of 1996

ACK \_\_\_\_\_

Dear Ms. Bayo:

AFA \_\_\_\_\_

Please find enclosed for filing in the above matter an original and fifteen copies of the

APP \_\_\_\_\_

Rebuttal Testimonies of Kirby D. Cantrell, Michael Drew, Larry Hartshorn, John V.

CAE \_\_\_\_\_

Jernigan, Mark Eugene Johnson, Donald W. McLeod, Beverly Y. Menard, Douglas N.

CMH \_\_\_\_\_

Morris, William E. Munsell, Dennis B. Trimble and Douglas E. Wellemeyer on behalf  
of GTE Florida Incorporated.

CTR \_\_\_\_\_

EAG \_\_\_\_\_

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A part of GTE Corporation

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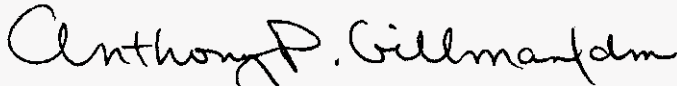
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DOCUMENT NO. DATE  
10484996 9/30/96  
10484-96  
FPSC - COMMISSION CLERK

Ms. Blanca S. Bayo  
September 30, 1996  
Page 2

Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at (813) 228-3087.

Very truly yours,

A handwritten signature in cursive script that reads "Anthony P. Gillman". The signature is written in black ink and is positioned above the typed name.

Anthony P. Gillman  
Enclosures

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GTE FLORIDA INCORPORATED

REBUTTAL TESTIMONY OF KIRBY D. CANTRELL

DOCKET NO. 960980-TP

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

A. My name is Kirby D. Cantrell. My business address is 201 N. Franklin Street, Tampa, Florida 33601.

**Q. WHO IS YOUR EMPLOYER AND WHAT IS YOUR POSITION?**

A. I am employed by GTE Florida Incorporated (GTEFL) as Technical Support Administrator in Carrier Markets.

**Q. PLEASE DESCRIBE YOUR EDUCATION AND WORK EXPERIENCE.**

A. I graduated from the University of Florida in 1972 with a Bachelor of Science degree in Business Administration. I joined GTEFL in 1973 and have held management positions in Sales, Product Management and Carrier Markets.

**Q. WHAT ARE YOUR RESPONSIBILITIES IN YOUR CURRENT POSITION?**

A. I am responsible for providing technical support for alternative local exchange carriers accessing GTEFL's network, and I am the GTE collocation administrator for Florida.

DOCUMENT NUMBER-DATE  
10484 SEP 30 88  
FPSC-RECORDS/REPORTING

1       **Q.     DID YOU SUBMIT DIRECT TESTIMONY IN THIS PROCEEDING?**

2       A.     No, I did not, but I am hereby adopting the Direct Testimony of John  
3       W. Ries. Given the large number of arbitration proceedings GTE  
4       Operating Companies must participate in throughout the country,  
5       scheduling conflicts are inevitable for the limited number of witnesses  
6       who can testify on a particular subject. Therefore, witness  
7       substitutions, as in this case, are sometimes necessary.

8

9

10      **Q.     WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

11      A.     I will respond to MCI's requests and positions with regard to  
12      collocation.

13

14      **Q.     MCI ASSERTS (IN ITS PETITION AT 18) THAT GTEFL MUST GIVE**  
15      **MCI THE OPTION TO CONVERT EXISTING VIRTUAL**  
16      **COLLOCATION ARRANGEMENTS TO PHYSICAL**  
17      **COLLOCATIONS, AND THAT GTEFL MUST BEAR THE COST OF**  
18      **THESE CONVERSIONS? IS THAT A REASONABLE POSITION?**

19      A.     GTEFL will allow conversion of virtual collocation arrangements to  
20      physical arrangements when space permits. The physical collocation  
21      arrangement would be provided at tariffed rates. It is unreasonable,  
22      however, to expect GTEFL to bear the costs for MCI's decision to  
23      convert its virtual arrangements to physical ones. MCI is the cost  
24      causer in this instance, and there is no legitimate, pro-competitive  
25      reason to allow it to arbitrarily raise GTEFL's costs by ordering all of

1 its virtual arrangements to be converted to physical collocations for  
2 free.

3

4 **Q. WILL GTEFL AGREE TO MCI'S REQUEST (AT PAGE 18 OF ITS**  
5 **PETITION) TO CONNECT GTEFL-PROVIDED SERVICES AND**  
6 **UNBUNDLED ELEMENTS AT A MCI COLLOCATION SITE TO ANY**  
7 **OTHER FACILITY PROVIDED BY MCI, GTEFL, OR ANY OTHER**  
8 **PARTY?**

9 A. The Act imposes a duty on ILECs only to interconnect their network  
10 elements with a requesting party's collocated equipment. It does not  
11 impose a duty to facilitate interconnection between third-parties  
12 anywhere, much less on its own premises. In other words, collocation  
13 authorized under section 251 only permits third parties to make use  
14 of their competitor's private property for the limited purpose of gaining  
15 access to critical network elements that are in the ILEC's control.  
16 Collocation is not an open invitation for ALECs to use ILEC property  
17 for purposes wholly unrelated to the ILEC's network.

18

19 GTEFL believes the Commission should not feel bound to follow the  
20 FCC's Order, especially since it has been stayed for the time being.  
21 Nonetheless, should the Commission deem itself bound to follow the  
22 FCC's Order pending judicial review, GTE will permit the  
23 interconnection via cross-connects of the collocated equipment of  
24 different ALECs as long as the provisioning of the cross-connect by  
25 GTEFL or the ALECs shall be at GTEFL's option, the connected

1 equipment is used for interconnection with GTEFL or access to  
2 GTEFL's unbundled network elements, space is available,  
3 reasonable security arrangements can be provided, and the ALECs  
4 pay all costs associated with the cross-connect.

5

6 **Q. IS GTEFL WILLING TO ALLOW MCI TO COLLOCATE**  
7 **SUBSCRIBER LOOP ELECTRONICS, SUCH AS DIGITAL LOOP**  
8 **CARRIER, IN THE CENTRAL OFFICE, AS MCI WITNESS CAPLAN**  
9 **PROPOSES?**

10 **A.** Yes. The Act states that basic transmission equipment, which is  
11 essential for interconnection, may be collocated. GTEFL agrees that  
12 subscriber loop electronics, such as Digital Loop Carrier, fit within this  
13 category. Equipment which provides switching functionality,  
14 however, will not be allowed. GTEFL's position is consistent with the  
15 FCC's on this point.

16

17 **Q. MR. CAPLAN ALSO BELIEVES THAT MCI SHOULD BE ABLE TO**  
18 **PURCHASE UNBUNDLED DEDICATED TRANSPORT TO THE**  
19 **COLLOCATION FACILITY, RATHER THAN PHYSICALLY**  
20 **CONSTRUCT FROM ITS OWN NETWORK TO GTEFL'S CENTRAL**  
21 **OFFICE. IS THIS POSITION REASONABLE?**

22 **A.** GTEFL will agree to this request. It will allow customers to purchase  
23 transport services in order to connect to their collocation equipment,  
24 in lieu of the customer having to construct its own facility to connect  
25 to its equipment. This is consistent with the FCC's position that the

1 collocator is not required to construct transmission facilities to the  
2 ILEC central office (FCC Order at ¶ 590.)

3

4 **Q. DOES MCI HAVE A RIGHT TO DEMAND VIRTUAL COLLOCATION**  
5 **OVER PHYSICAL IN ANY PARTICULAR INSTANCE?**

6 A. No. I don't believe this is required under the Act, which states that  
7 ILECs must offer physical collocation, with virtual collocation as an  
8 option only if physical is unavailable. Although GTEFL believes ILECs  
9 should have the option of offering virtual collocation as an alternative  
10 to physical, it does not believe virtual collocation can be lawfully  
11 mandated. This legal issue is treated in more detail in GTEFL's  
12 Takings Report, included in its Response to MCI's arbitration petition.

13

14 **Q. SHOULD THE COMMISSION MANDATE A MAXIMUM INTERVAL**  
15 **OF THREE MONTHS FOR ILECS TO ESTABLISH PHYSICAL**  
16 **COLLOCATIONS AND TWO MONTHS FOR VIRTUAL**  
17 **COLLOCATIONS?**

18 A. No. GTEFL believes the Act was intended to reduce unnecessary  
19 and unworkable regulations, not add to them, as MCI's proposal  
20 would. Every collocation is different--there are numerous variables  
21 that factor into any given construction--so that it is unrealistic to  
22 impose maximum intervals for establishing collocation. It is also  
23 unnecessary. In GTEFL's experience, it has consistently been ready  
24 for installation and testing before the collocator is prepared to make  
25 use of the space. Furthermore, experience shows that MCI's two and

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three month collocation establishment deadlines are impractical. Every virtual collocation site in Florida has required a minimum of six months to complete. The primary reasons for this time frame are the permitting and placement of fiber optic cable and delays in delivery of the collocator's equipment.

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

**A. Yes, it does.**