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November 25, 1997

VIA HAND DELIVERY

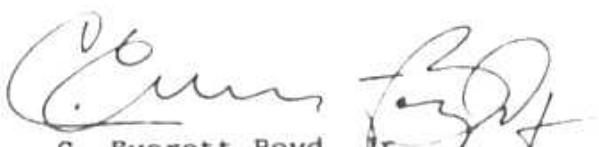
Honorable Blanca S. Bayo
Director - Records and Reporting
Florida Public Service Commission
Room 110
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RE: Docket Number 971044-TP

Dear Ms. Bayo:

Enclosed are the original and 15 copies of the Rebuttal Testimony of Mark Mansour being filed with regard to the referenced docket. Also enclosed is a copy to be file-stamped and returned to me.

Sincerely,


C. Everett Boyd, Jr.

- ACK _____
- AFA _____
- ACP _____
- CEB _____
- CEB Jr/bc _____
- Enclosures _____
- Noted* _____
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: PETITION BY NATIONAL
TELECOMMUNICATIONS, INC., FOR
RESOLUTION OF DISPUTE WITH
BELLSOUTH TELECOMMUNICATIONS, INC.

DOCKET NO. 971044-TP

FILED: November 25, 1997

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REBUTTAL TESTIMONY OF MARK MANSOUR

Q. Please state your name.

A. Mark Mansour.

Q. Did you file direct testimony in this docket on behalf of NationalTel?

A. Yes.

Q. What is the purpose of your rebuttal testimony?

A. To respond to the testimony of Margaret Thompson and Jerry Hendrix filed on behalf of BellSouth.

Q. Is Ms. Thompson's testimony relevant to the issues raised in this docket?

A. No.

Q. Why not?

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FREE REPORTING

1 A. Ms. Thompson's stated purpose in submitting her testimony
2 (page 2, lines 14-17) is to present cost support for the BellSouth
3 Secondary Service Charge found in BellSouth's GSST tariff and
4 describe the methodology of BellSouth's cost study. NationalTel
5 has not challenged the Secondary Service Charge tariff provision
6 itself or quarreled with the cost justification for that rate
7 level. Indeed, BellSouth has not really charged NationalTel a
8 Secondary Service Charge, calling the charge a "Charge for
9 Processing Change in Service." As a wholesale customer of
10 BellSouth, all tariff charges assessed to NationalTel are to be
11 charged at a rate reflecting a wholesale discount. BellSouth
12 instead has charged NationalTel a flat \$19.00 charge without
13 discount, (until September 11, 1997, when the wholesale discount
14 was applied; 27 days after NationalTel filed its petition in this
15 docket).

16
17 BellSouth signed a contract with NationalTel to provide its
18 tariffed services at a wholesale discount. The "switch as is"
19 transaction, as described by Ms. Thompson, is not addressed in
20 BellSouth's tariff. If BellSouth felt a nonrecurring charge was
21 necessary it could have negotiated to put one in the contract. It
22 is the role of the Commission in this case to determine whether the
23 parties' Resale Agreement and tariff provides for a Processing
24 Change Charge, not whether BellSouth incurs costs or whether there
25 should be a non-recurring charge.

1 Q. At page 2, lines 18-19, and at page 6, lines 20-23, of
2 Mr. Hendrix's testimony, he equates the "Charge for Processing
3 Change in Service" with BellSouth's tariffed Secondary Service
4 Charge; has BellSouth ever described the charge to NationalTel as
5 a Secondary Service Charge?
6

7 A. No. As I mentioned above and as is described in
8 NationalTel's petition, it was only after NationalTel objected to
9 the "Processing Change Charge" that BellSouth representatives even
10 mentioned the tariffed provisions for a Secondary Service Charge.
11 Mr. Hendrix's convenient pairing of the two terms is nothing more
12 than a belated attempt to legitimize a charge that has never been
13 authorized by NationalTel's Resale contract or BellSouth's tariff.
14

15 Q. At pages 4 and 5, Mr. Hendrix contends that Section IV,
16 Paragraph B of the parties' May 9, 1997, Resale Agreement
17 authorizes the "Processing Change Charge"; is his analysis correct?
18

19 A. No. Mr. Hendrix failed to quote the entire paragraph
20 from the agreement, which shows its true purpose:
21

22 Resold services can only be used in the same manner as
23 specified in the Company's Tariff. Resolved services are
24 subject to the same terms and conditions as are specified
25 for such services when furnished to an individual end

1 user of the Company in the appropriate section of the
2 Company's Tariffs. Specific tariff features, e.g., a
3 usage allowance per month, shall not be aggregated across
4 multiple resold services. Resold services cannot be
5 used to aggregate traffic from more than one end user
6 customer except as specified in Section A23. of the
7 Company's Tariff referring to Shared Tenant Service.

8
9 The purpose of IV, B is to prevent NationalTel from reselling
10 BellSouth services in such a way as to avoid any pertinent
11 limitation, terms or conditions found in the tariff. It also gives
12 one specific example prohibiting NationalTel from aggregating usage
13 allowances "across multiple resold services." This contract
14 provision has nothing to do with a "Processing Change Charge" or a
15 Secondary Service Charge. Mr. Hendrix acknowledges that the
16 situation involved is the "switch as is" customer. BellSouth's
17 predicament is that it doesn't have a "switch as is" charge in its
18 tariff, to be resold by NationalTel or charged to NationalTel at
19 the discounted rate.

20
21 Q. At page 5, lines 1-7, Mr. Hendrix says that in the
22 "switch as is" situation "the customer of record for the service is
23 simply being changed from the BellSouth end user to NationalTel,
24 the reseller; is this accurate?

1 A. No. As I described in my direct testimony, there are two
2 very different customer relationships involved in the "switch as
3 is" setting: (1) the BellSouth customer relationship with the end
4 user that is being terminated and (2) a new relationship with
5 NationalTel as a wholesale customer that is being created. Even
6 Ms. Thompson admits this in her testimony (page 4, lines 10-20).
7 She explains that a BellSouth customer service representative must
8 process a disconnect order and request that a final bill to be sent
9 to the end user. This is exactly what I described in my testimony,
10 a process far different than a change in billing responsibility or
11 other changes in service which are contemplated by a Secondary
12 Service Charge in BellSouth's tariff.
13

14 Q. Mr. Hendrix also refers to paragraph IIIA. of the Resale
15 Agreement; does that provision authorize the Processing Change
16 Charge?
17

18 A. No, it does not. Section IIIA. of the Resale Agreement
19 simply says that NationalTel may resell BellSouth's tariffed
20 services, subject to the terms and conditions set forth in the
21 Resale Agreement.
22

23 Q. Has BellSouth changed its bills to NationalTel to apply
24 the wholesale discount?
25

1 A. Yes, the bills rendered since September 11, 1997, do
2 reflect the appropriate discount.

3
4 Q. Does this conclude your testimony?

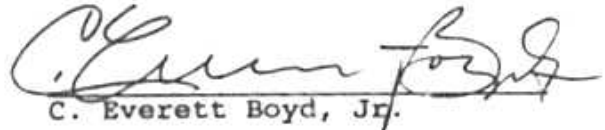
5
6 A. Yes.

CERTIFICATE OF SERVICE

I CERTIFY that a copy of the Rebuttal Testimony of Mark Mansour has been furnished by U.S. mail to the following parties this 25th day of November 1997:

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Fla. Public Service Commission
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