

**ORIGINAL**

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**BELLSOUTH TELECOMMUNICATIONS, INC.**  
**REBUTTAL TESTIMONY OF W. KEITH MILNER**  
**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**  
**DOCKET No. 980281-TP**  
**June 29, 1998**

**Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC.**

**A. My name is W. Keith Milner. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection Services for BellSouth Telecommunications, Inc. ("BellSouth" or "the Company"). I have served in my present role since February, 1996, and have been involved with the management of certain issues related to local interconnection, resale and unbundling.**

**Q. ARE YOU THE SAME W. KEITH MILNER WHO EARLIER FILED DIRECT TESTIMONY IN THIS DOCKET?**

**A. Yes.**

**Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY BEING FILED TODAY?**

**A. I will respond to the direct testimony of Mr. Bryan Green and Mr. Ronald**

1 Martinez on behalf of MCImetro Access Transmission Services, Inc.  
2 ("MCImetro") as it relates to Issues 8, 10, 12, and 13 of the complaint filed  
3 by MCImetro.  
4

5 ***Issue 8: Has BellSouth provided MCImetro with firm order***  
6 ***confirmations (FOCs) in compliance with the Telecommunications***  
7 ***Act of 1996 and the parties' Interconnection Agreement? If not, what***  
8 ***action, if any, should the Florida Public Service Commission (the***  
9 ***"Commission") take?***  
10  
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12 Q. WHAT IS YOUR RESPONSE TO THE TESTIMONY OF MR. GREEN  
13 AND MR. MARTINEZ THAT BELLSOUTH IS NOT RETURNING FIRM  
14 ORDER CONFIRMATIONS (FOCS) ON A TIMELY BASIS?  
15

16 A. As I explained in my direct testimony, MCI has inappropriately applied the  
17 standards applicable under its Interconnection Agreement with BellSouth  
18 to Off-Net T-1 lines which are ordered under the provision of the Access  
19 Tariff. This is confirmed in a letter dated June 1, 1998 from Mr. Walter J.  
20 Schmidt, Senior Manager, Southern Financial Operations - Carrier  
21 Agreements, MCI Telecommunications Corporation, to Ms. Pam Lee,  
22 Sales Assistant Vice President, MCI Account Team, BellSouth  
23 Interconnection Services. At the end of the first paragraph, Mr. Schmidt  
24 states "...MCI had to resort to ordering T-1s from BellSouth's Interstate  
25 Access Tariff." This letter is attached to my testimony as Exhibit WKM-7.

1 MCImetro's ordering procedures were further clarified by Mr. Martinez in  
2 his testimony in Tennessee (Docket 97-00309, Transcript of Proceeding,  
3 5/28/98, Volume XI A, Page 5) as follows: "The reason that we use the  
4 ASR function for interconnection trunks is that they become really under  
5 the jurisdiction of the dedicated account team on the long distance side,  
6 who baby-sit and make sure that the trunks go in and everything is done  
7 perfectly well."

8  
9 Q. TO YOUR KNOWLEDGE, IS THERE A REQUIREMENT TO PROVIDE  
10 FOCUS ON INTERSTATE ACCESS ORDERS?

11  
12 A. No.

13  
14 Q. TO YOUR KNOWLEDGE, IS THERE A REQUIREMENT TO PROVIDE  
15 FOCUS ON "OFF-NET T-1s"?

16  
17 A. No.

18  
19 Q. COULD MCIMETRO HAVE ORDERED A SERVICE THROUGH THE  
20 LCSC WHICH WOULD HAVE BEEN SUBJECT TO THE FOC  
21 REQUIREMENT AND ATTAINED THE SAME LEVEL OF TECHNICAL  
22 FUNCTIONALITY?

1 A. Yes. As I stated at page 4 of my direct testimony, MCI metro may order as  
2 a resold service BellSouth's Megalink service at the Commission  
3 approved discount rate.

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***Issue 10: Has BellSouth provided MCI metro with local tandem***

7

***interconnection information in compliance with the***

8

***Telecommunications Act of 1996 (the "Act") and the parties'***

9

***interconnection agreement? If not, what action, if any should the***

10

***Commission take?***

11

12

Q. WHAT IS YOUR RESPONSE TO MR. MARTINEZ'S STATEMENT ON

13

PAGE 18 OF HIS DIRECT TESTIMONY THAT BELLSOUTH HAS

14

FAILED TO PROVIDE THE NECESSARY INFORMATION TO PERMIT

15

MCIMETRO TO INTERCONNECT AT LOCAL TANDEMMS?

16

17

A. Mr. Martinez is apparently misinformed. As set forth in my direct

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testimony, BellSouth responded on December 10, 1997 to MCI metro's

19

request for a list of Georgia offices which subtend local tandems.

20

BellSouth is not aware of a similar request for the state of Florida, but, in

21

an effort to be cooperative, the information is shown in Exhibit WKM-8

22

which is attached to my testimony. Further, MCI metro may obtain from

23

Bellcore the Local Exchange Routing Guide (LERG), the national routing

24

data base that contains, among other things, the NPA/NXX's that are

25

associated with local tandems.

1  
2 **ISSUE 12: HAS BELLSOUTH PROVIDED MCImetro WITH ACCESS**  
3 **TO DIRECTORY LISTING INFORMATION IN COMPLIANCE WITH THE**  
4 **TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'**  
5 **INTERCONNECTION AGREEMENT? IF NOT, WHAT ACTION, IF ANY,**  
6 **SHOULD THE COMMISSION TAKE?**  
7

8 Q. WHAT IS BELLSOUTH'S RESPONSE TO MR. MARTINEZ'S  
9 STATEMENT ON PAGE 22 OF HIS TESTIMONY THAT THE  
10 TELECOMMUNICATIONS ACT OF 1996 BELLSOUTH PROVIDED  
11 BELLSOUTH WITH THE AUTHORITY TO PROVIDE THE LISTINGS OF  
12 INDEPENDENT TELEPHONE COMPANIES?

13  
14 A. BellSouth understands MCImetro's desires in this matter. BellSouth  
15 wishes it were in a legal position to provide all local service providers'  
16 listings. As my direct testimony at page 16 & 17 sets forth, BellSouth has  
17 gone to considerable efforts to seek permission to amend its  
18 interconnection agreements with those local service providers which  
19 prohibit release of their listing information to third parties. Since my direct  
20 testimony was filed, AT&T has responded requesting more information on  
21 the matter, and Sprint has responded that it does not wish to amend its  
22 current interconnection agreement. Their correspondence is attached to  
23 my testimony as Exhibits WKM-9 and WKM-10. Thus, at the time of filing  
24 this testimony, the following ALECs still have provisions in their  
25 interconnection agreements with BellSouth preventing the inclusion of

1 their listings in BellSouth's DADS and DADAS services:

- 2 • ALLTEL of Florida
- 3 • AT&T
- 4 • Golden Harbor of Florida, Ind. d/b/a Hometown Telephone
- 5 • Sprint

6  
7 Q. HAS MCImetro ATTEMPTED TO OBTAIN THE LISTINGS OF OTHER  
8 COMPANIES DIRECTLY FROM THOSE COMPANIES?

9  
10 A. Apparently so. In the Tennessee 271 proceeding (Docket 97-00309,  
11 Transcript of Proceeding, 5/28/98, Volume XI A, Page 21) in response to  
12 the question "Has MCI approached these seven or eight CLECs or  
13 independents to get access to those customer listings?" , Mr. Martinez  
14 replied "Yes, we have repeatedly. That's one of the problems when we -  
15 and I'll draw a parallel to billing contracts that we tried to do with  
16 independents. It took us - it's been taking us now five years. We still do  
17 not have all independents on billing contracts. We know from experience  
18 that this process of going out individually versus through a common  
19 database is just lengthy and just prolongs our ability to provide that  
20 service to customers."

21  
22 While I understand MCImetro's frustration at not having complete  
23 directory information available for its use, the decision by third party  
24 companies with regard to the use of their listing information should not be  
25 imposed as an issue related to BellSouth's adherence to its

1 interconnection agreement with MCImetro. Rather, MCImetro should  
2 support a generic proceeding by this Commission as discussed on page  
3 17 of my direct testimony.

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6 **ISSUE 13: HAS BELLSOUTH PROVIDED MCImetro WITH SOFT DIAL**  
7 **TONE SERVICE IN COMPLIANCE WITH THE**  
8 **TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'**  
9 **INTERCONNECTION AGREEMENT? IF NOT, WHAT ACTION, IF ANY,**  
10 **SHOULD THE COMMISSION TAKE?**

11  
12 Q. WHAT IS YOUR RESPONSE TO MR. MARTINEZ'S  
13 RECOMMENDATION ON PAGE 23 OF HIS TESTIMONY THAT  
14 BELLSOUTH CHANGE THE WORDING ON THE ANNOUNCEMENT  
15 PROVIDED ON ITS SOFT DIAL TONE SERVICE?

16  
17 A. BellSouth believes that its current message, which was edited and revised  
18 to address regulatory and competitive concerns, is competitively neutral  
19 and is therefore in compliance with its interconnection agreement with  
20 MCImetro. As outlined in my direct testimony, the FCC's Order 97-418,  
21 Section VII does not prohibit a Bell Operating Company from mentioning  
22 its own name. It must be borne in mind that once the ALEC disconnects  
23 its subscriber from the line, the ALEC no longer bears any of the costs of  
24 maintaining the line. The cost becomes completely the responsibility of  
25 BellSouth. Therefore, it is only reasonable that BellSouth retain the

1 opportunity to mention the availability of its service.

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3 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

4

5 A. Yes.

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**MCI Telecommunications  
Corporation**  
Two Northwinds Center  
2520 Northwinds Parkway  
Alpharetta, GA 30004

BellSouth Telecommunications, Inc.  
Florida Docket No. 980281-TP  
Exhibit WKM-7  
Page 1 of 2

June 1, 1998

**Ms. Pam Lee  
Sales Assistant Vice President, MCI Account Team  
BellSouth Interconnection Services  
1960 W. Exchange Place  
Suite 420  
Tucker, Georgia 30084**

**Re: Notice that MCI will be ordering Interconnection T-1s pursuant to the  
MCI/BellSouth Interconnection Agreement and demand for credit.**

Dear Ms. Lee:

As you know, on November 10, 1997, MCI requested that BellSouth provide to MCI combinations of unbundled network elements (UNEs) generally consisting of the following elements: 4-wire DS-1 local loop and DS-1 dedicated transport per mile and per termination. For convenience purposes, I will refer to such combinations as Interconnection T-1s. MCI made this request pursuant to the provisions of the MCI/BellSouth Interconnection Agreement which require BellSouth to provide to MCI UNE combinations at UNE rates. Despite the plain language contained in the Agreement, BellSouth refused to provide these UNE combinations to MCI. Because MCI had no other way to order these loops, and thus serve our customers, MCI had to resort to ordering T-1s from BellSouth's Interstate Access Tariff.

As you may be aware, the Florida Public Service Commission has recently affirmed MCI's interpretation of the Agreement on this point, i.e., BellSouth is under an obligation to provide UNE combinations to MCI at the sum of the stand alone UNE rates contained in the Agreement. See FPSC Docket No. 971140-TP. Indeed, the Commission ruled that the rates for combinations could be less than the sum of the rates of the component elements since duplicate charges and charges for services not needed should be removed from the combination rates.

Based on the above, this is to officially notify BellSouth that MCI will be migrating our local T-1s currently ordered from the Interstate Access Tariff to UNE combinations from the Florida Interconnection Agreement. Further, BellSouth should treat all T-1 orders currently being processed as requests for Interconnection T-1s at the interconnection rates. BellSouth should also convert the billing of the existing T-

June 1, 1998

1s from the access rate to the Florida interconnection rates. Finally, MCI is requesting credits for all T-1s ordered from November 10, 1997 to the present. This credit will be the difference between the pricing of the T-1 access rate and the price of the component UNEs at the interconnection prices. (e.g. During this time period, the recurring rates for DS-1 local loops was \$80.00 per month. For DS-1 Dedicated Transport it was \$1.60 per mile and \$59.75 per termination.)

MCI would like to schedule a meeting to discuss in more detail the processes involved in migrating the existing T-1s to UNEs and ordering Interconnection T-1s in the future. MCI requests this meeting no later than June 10, 1998.

If you have any questions regarding MCI's position on this matter please give me a call to discuss. I can be reached at (770) 625-6849.

Sincerely,



Walter J. Schmidt  
Senior Manager  
Southern Financial Operations - Carrier Agreements

cc: Ilene Barnett  
Charlene Keys  
Daren Moore  
Daniel Fry  
Andri Weathersby  
Vernon Starr

**BellSouth Local Tandems and Subtending Offices**  
**In**  
**Florida**

**Fort Lauderdale/  
Plantation**

FTLDFLPL13T  
 DRBHFLMADS0  
 FTLDLFLAMCM1  
 FTLDLFLCR56E  
 FTLDLFLCYDS0  
 FTLDLFLFTCM1  
 FTLDLFLJADS0  
 FTLDLFLMRDS0  
 FTLDLFLNPRSO  
 FTLDLFLLOADS0  
 FTLDLFLPLDS0  
 FTLDLFLSGDS0  
 FTLDLFLSU74E  
 FTLDLFLTBCM1  
 FTLDLFLWNDS0  
 HLWDFLHA45E  
 HLWDFLMADS0  
 HLWDFLPEDS0  
 HLWDFLWHDS0  
 PMBHFLCSDS0  
 PMBHFLFECG0  
 (To be deleted 9/99)  
 PMBHFLFEDS0  
 (To be added 9/99)  
 PMBHFLMADS0  
 PMBHFLTADS0

**Orlando**

ORLDFLMA34T  
 ALSPFLXA32T  
 ALSPFLXADS0  
 EORNFLMARS0  
 (Effective 7/18/98)  
 CSLBFLXADS1  
 GLRDFLXADS0  
 KSSMFLXA32T  
 KSSMFLXADS0  
 KSSMFLXADS1  
 LKBNFLXADS0  
 LKBRFLXADS1  
 LKMRFLMADS0  
 MTLDFLXADS1  
 ORLDFLAPDS0  
 ORLDFLCLDS0  
 ORLDFLMA42E  
 ORLDFLMADS1  
 ORLDFLPCDS0  
 ORLDFLPHDS0  
 ORLDFLSADS0  
 OVIDFLCADS0  
 STCDFLXADS0  
 STCDFLXARS0

SNFRFLMA32T  
 DBRYFLDLDS0  
 DBRYFLMARS1  
 GENVFLMARS0  
 LKMRFLABRS0  
 LKMRFLMADS0  
 ORCYFLXADS0  
 ORLDFLAPDS0  
 ORLDFLCLDS0  
 ORLDFLMA42E  
 ORLDFLMADS1  
 ORLDFLPCDS0  
 ORLDFLPHDS0  
 ORLDFLSADS0  
 OVIDFLCADS0  
 SNFRFLMADS0  
 SNFRFLMADS1

**Miami/Dade**

MIAMFLRR1GT  
 HMSTFLHMDS0  
 MIAMFLAEDS0  
 MIAMFLAL63E  
 MIAMFLAPDS0  
 MIAMFLBA85E  
 MIAMFLBCDS0  
 MIAMFLBRDS0  
 MIAMFLCADS0  
 MIAMFLFLDS0  
 MIAMFLGRDS0  
 MIAMFLGRDS1  
 MIAMFLHLDS0  
 MIAMFLIC86E  
 MIAMFLKEDS0  
 MIAMFLME32E  
 MIAMFLNMDS0  
 MIAMFLNSDS0  
 MIAMFLOL68E  
 MIAMFLPB88E  
 MIAMFLPLDS0  
 MIAMFLRRDS0  
 MIAMFLSH75E  
 MIAMFLSO59E  
 MIAMFLWDDS0  
 MIAMFLWM26E  
 NDADFLAC94E  
 NDADFLBR62E  
 (CUTS 7/98)  
 NDADFLBRDS0  
 (NEW SWITCH 7/98)  
 NDADFLGGDS0  
 NDADFLLOL93E  
 (CUTS 11/98)  
 NDADFLOLDS0  
 (NEW SWITCH 11/98)  
 PRRNFLMADS0

**BellSouth Local Tandems and Subtending Offices  
In  
Florida**

**Gainesville**

GSVLFLMA35T  
ARCHFLMARS0  
BRKRFLXADS0  
BRSNFLMARS0  
CDKYFLMARS0  
CFLDFLMARS0  
CSCYFLBARS0  
GSVLFLMADS0  
GSVLFLMADS1  
GSVLFLNW33E  
HGSPFLXADS0  
HWTHFLMARS0  
KYHGFLMARS0  
LKBTFXADS0  
LVOKFLXADS0  
MCNPFLMARS0  
MLRSFLXADS0  
NWBYFLMARS0  
OLTWFLNRS0  
TRENFLMARS0  
WALDFLXADS0

**Jacksonville**

JCVLFLCL55T  
BLDWFLMARS0  
CLHNFLXADS0  
FRBHFLFPDS0  
FTGRFLMARS0  
GCSPFLCND0  
JCBHFLABRS0  
JCBHFLMA24E  
JCBHFLMADS0  
JCBHFLSPRS0  
JCVLFLARDS0  
JCVLFLBWDS0  
JCVLFLCLDS0  
JCVLFLCLDS1  
JCVLFLFCDS0  
JCVLFLIARS0  
JCVLFLJTRS0  
JCVLFLLF76E  
JCVLFLNODS0  
JCVLFLOWDS0  
JCVLFLRV38E  
JCVLFLSJ73E  
JCVLFLSMDS0  
JCVLFLWCDS0  
MCLNFLXADS1  
MDBGFLPMDS0  
MNRFLAVDS0  
MNRFLLODS0  
MNRFLLRWS0  
MXVFLMARS0  
ORPKFLMA26E  
ORPKFLRWDS0  
PNVDFLMADS0  
STAGFLWGRS0  
YULEFLMARS0

**Pensacola**

PNCYFLMA32T  
PNCYFLCARS0  
PNCYFLMADS0  
TAFBFLXADS0  
  
PNSCFLBL32T  
BRTOALMADS0  
CNTMFLEDS1  
GLBRFLMCDS0  
JAYFLMARS0  
MLTNFLRADS0  
MNSNFLMARS0  
PACEFLPVR0  
PNSCFLBL43E  
PNSCFLFPDS0  
PNSCFLHCRS0  
PNSCFLPBDS0  
PNSCFLWADS0



**Pamela A. Nelson**

Room 12N54  
1200 Peachtree St. NE  
Atlanta, GA 30309  
404 810-3100

June 2, 1998

**Ms. Susan Arrington**  
Manager - Interconnection Services/Pricing  
BellSouth Telecommunications, Inc.  
Room 34S91 BellSouth Center  
675 West Peachtree Street, N.E.  
Atlanta, Georgia 30375

**Re: AT&T's Directory Listing Information**

**Dear Susan:**

I am responding to your letter dated April 21, 1998, regarding an amendment to the BellSouth/AT&T Interconnection Agreement to allow BellSouth to provide AT&T's Directory Listing Information to third parties.

Before AT&T can determine whether or not to amend Section 21.2 of the General Terms and Conditions of the BellSouth/AT&T Interconnection Agreement, further information is required from BellSouth. According to your letter, BellSouth has received requests from CLECs and other third parties to provide AT&T directory assistance listings in the BellSouth Directory Assistance Database Service (DADS) offering. Specifically, please identify the companies making these requests. Secondly, how will BellSouth plan to compensate AT&T for its portion of the revenue received by BellSouth on each DADS offering.

Your written response to my questions by June 10, 1998 would be appreciated. If you prefer to establish a meeting to discuss my questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Pamela A. Nelson".

Susan M. Arrington /AL, BRHM03 6/10/98 7:08

Page 1

MESSAGE  
Subject: BST/Sprint Louisiana Agreement  
Sender: MClosz@igate.sprint.com

Dated: 6/9/98 at 10:21  
Contents: 3

Item 1

FROM: MClosz@igate.sprint.com  
TO: Susan M. Arrington /AL, BRHM03

Item 2

ARPA MESSAGE HEADER

Item 3

Susan,  
A few more areas to "close" for our Louisiana agreement:

General Terms, 1A- Prices for UNE Combinations  
Sprint agrees to the BellSouth proposed language given that it is consistent with the arbitration decisions in Louisiana.

General Terms, Section 15- Dispute Resolution  
I believe we discussed this, but to confirm, Sprint agrees to the Section 15 language with the following added to the end of the last sentence of the paragraph, "...as set forth in Attachment 1." This makes this section consistent with the language/approach for dispute resolutions and the language of Attachment 1.

General Terms, Section 20.1- Provision of Directory Listings to Third Parties  
Sprint does not wish to re-open negotiations on this section at this time and agrees to implement the language in our Georgia agreement for this section.

General Terms, Section 27.1- Routing to Directory Assistance/Operator Services  
Sprint agrees to the BellSouth proposed language given that it is consistent with the arbitration decisions in Louisiana.

Please let me know if you need any additional clarification. I will be in touch later this week to discuss status of the remaining issues.

Thanks,  
Melissa