

1 BELL SOUTH TELECOMMUNICATIONS, INC.  
2 REBUTTAL TESTIMONY OF W. KEITH MILNER  
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
4 DOCKET NO. 990149-TP  
5 May 4, 1999  
6

7 Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS AND  
8 YOUR POSITION WITH BELL SOUTH TELECOMMUNICATIONS, INC.  
9

10 A. My name is W. Keith Milner. My business address is 675 West  
11 Peachtree Street, Atlanta, Georgia 30375. I am Senior Director -  
12 Interconnection Services for BellSouth Telecommunications, Inc.  
13 ("BellSouth"). I have served in my present role since February 1996,  
14 and have been involved with the management of certain issues related  
15 to local interconnection, resale, and unbundling.  
16

17 Q. ARE YOU THE SAME W. KEITH MILNER WHO EARLIER FILED  
18 DIRECT TESTIMONY IN THIS DOCKET?  
19

20 A. Yes.  
21

22 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY BEING  
23 FILED TODAY?  
24

25 A. I will respond to the direct testimony of Mr. Greg Beveridge and Mr.

1 Gary Lane on behalf of MediaOne Florida Telecommunications, Inc. as  
2 it relates to issues associated with unbundled network terminating wire  
3 and number portability. In my testimony, I will discuss two themes that  
4 run through the testimony of MediaOne's witnesses and discuss why  
5 the assumptions underlying that theme are without merit. First,  
6 MediaOne apparently believes it can provide service to its customers  
7 without incurring a certain level of risk. I believe all businesses take on  
8 a certain level of risk in determining the methods by which it will serve  
9 the market. However, MediaOne apparently wants the best of both  
10 worlds. For example, MediaOne wants the lower prices associated with  
11 the pre-wiring of Network Terminating Wire (NTW) at Multiple Dwelling  
12 Units (MDUs) (and thus avoiding additional dispatches of BellSouth  
13 technicians to provide additional pairs) but only wants to pay for the  
14 quantity of network terminating wire pairs actually being used to provide  
15 service. Thus, MediaOne tries to inappropriately shift the risk of using  
16 unbundled network elements from MediaOne to BellSouth.

17  
18 Second, MediaOne appears to be concerned only with what it  
19 determines is best for MediaOne. BellSouth has obligations as Carrier  
20 Of Last Resort (COLR). If no other local service provider is willing to  
21 serve a given area or customer within the BellSouth franchise area,  
22 BellSouth is required to provide service upon request. Further, the  
23 rules of this Commission require that BellSouth provide its facilities all  
24 the way to the tenant in MDU complexes rather than stopping at the so-  
25 called Minimum Point of Entry (MPOE). MediaOne would seemingly

1 ignore BellSouth's COLR obligations as well as put service to end user  
2 customers at risk by MediaOne's demand that BellSouth be required to  
3 move its demarcation point to a MPOE in order for MediaOne to have  
4 the access to NTW that MediaOne desires. Other local service  
5 providers are using BellSouth's NTW to compete with BellSouth and to  
6 win customers and those local service providers are doing so without  
7 the unnecessary and disruptive changes to the demarcation point  
8 sought by MediaOne.

9  
10 Q. MEDIAONE WITNESS MR. BEVERIDGE, ON PAGE 3 OF HIS  
11 TESTIMONY, INDICATES THAT THE INTERCONNECTION POINT  
12 BETWEEN THE DISTRIBUTION PLANT AND UNBUNDLED  
13 NETWORK TERMINATING WIRE (UNTW) WILL USUALLY BE  
14 FOUND IN A WIRING CLOSET, A GARDEN TERMINAL, OR  
15 ANOTHER TYPE OF CROSS-CONNECT FACILITY, AND IS  
16 TYPICALLY AT A MINIMUM POINT OF ENTRY (MPOE) TO THE  
17 BUILDING. DO YOU AGREE WITH HIS DESCRIPTION?

18  
19 A. No. According to rules established by this Commission, BellSouth must  
20 extend its network facilities into each end-user's premises in a multi-  
21 tenant building. BellSouth's demarcation policy conforms to those  
22 rules. The MPOE referred to by MediaOne would require that a central  
23 demarcation point be established for each building or complex in  
24 violation of the PSC demarcation rule.

25

- 1 Q. ON PAGE 4 OF HIS TESTIMONY, MR. BEVERIDGE INDICATES  
2 THAT ALL UNTW PAIRS ARE NOT AVAILABLE TO CLECS AND  
3 THAT BELL SOUTH RESERVES A MINIMUM OF ONE PAIR, THE  
4 "FIRST" PAIR, FOR ITS OWN USE. PLEASE COMMENT.  
5
- 6 A. Mr. Beveridge is mistaken. BellSouth will give up the first pair in certain  
7 cases. If no spare pairs are available and the end user is no longer  
8 using BellSouth's local service, BellSouth will relinquish the pair that it  
9 holds in reserve (the first pair) in order for the Alternative Local  
10 Exchange Carrier (ALEC) to provide service to the end user. BellSouth  
11 expects that in cases where BellSouth has relinquished the first pair to  
12 the ALEC under these circumstances and where the end user later  
13 decides to acquire local service from BellSouth, the ALEC will relinquish  
14 that first pair back to BellSouth.  
15
- 16 Q. MR. BEVERIDGE, ON PAGE 5 OF HIS TESTIMONY, CLAIMS THAT  
17 "WHEN BELL SOUTH PROVISIONS SERVICE FOR ONE OF ITS  
18 OWN RETAIL MDU CUSTOMERS, IT HAS NO NEED TO CALL OUT  
19 A CLEC TECHNICIAN, EVEN IF IT IS DISCONNECTING CLEC  
20 SERVICE". DO YOU AGREE?  
21
- 22 A. No. For example, BellSouth would have to dispatch its technician if  
23 BellSouth had earlier surrendered its pairs. Another example is where  
24 the end user customer has requested a second line be installed and  
25 changes to inside wiring are required.

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Q. MR. BEVERIDGE FURTHER IMPLIES THAT BELLSOUTH'S PROPOSAL WOULD ALWAYS REQUIRE THE PRESENCE OF A BELLSOUTH TECHNICIAN, AT ALEC EXPENSE, WHEN THE ALEC PROVISIONS SERVICE. IS THIS TRUE?

A. No. BellSouth will pre-wire NTW pairs upon request which would obviate the need to have a BellSouth technician dispatched each time MediaOne wants access to a given end user customer.

Q. IN DESCRIBING BELLSOUTH'S PROVISION OF UNTW TO ALECS AND ITS OWN USE, MR. BEVERIDGE STATES "FIRST, THE CLEC MUST PAY BELLSOUTH EVERY TIME BELLSOUTH SENDS A TECHNICIAN TO PROVISION A UNTW PAIR FOR THE CLEC". PLEASE COMMENT.

A. There is no need to dispatch a BellSouth technician each time the ALEC connects its service to end users in a given MDU if the ALEC has requested pre-wiring of a sufficient number of pairs during the initial installation of UNTW. Only the ALEC can determine what it considers to be a sufficient number of pairs. If, instead of pre-wiring pairs, MediaOne elects to request UNTW pairs on a "pay as you go" basis, BellSouth is entitled to recover the costs associated with such dispatches.

1 Q. HOW CAN THE ALEC REDUCE CHARGES FOR PROVISIONING  
2 PAIRS?

3

4 A. As Mr. Beveridge correctly states on page 5 of his testimony, "The  
5 CLEC can reduce these charges by ordering UNTW pairs to every unit  
6 in the building, but it then must pay BellSouth \$0.49 a month for each  
7 pair, whether it has a customer for that pair, or not". It's simply a case  
8 of paying a minimum charge initially as opposed to paying a potentially  
9 greater charge for provisioning later on.

10

11 I would like to make another point relative to the issue of MediaOne  
12 reducing its costs. MediaOne incorrectly states that it must dispatch to  
13 rewire the network interface unless BellSouth surrenders its first pair of  
14 NTW. This is untrue. Typically, jacks accommodate two different  
15 telephone lines (that is, they contain four pins, two of which are  
16 connected to the first pair while the other two pins are connected to the  
17 second pair). Assuming MediaOne requests and is provided with the  
18 second pair, all that would be necessary for end user connectivity is a  
19 simple "splitter" jack which the end user would plug into any existing  
20 telephone jack. The "splitter" jack is in a "Y" configuration. Thus, with  
21 the "splitter" plugged into the wall telephone jack, the end user could  
22 simply plug a telephone into either Line 1 (BellSouth) or Line 2  
23 (MediaOne). This "splitter" jack is a very simple, inexpensive device  
24 that is used today by BellSouth to enable customers to pick and choose  
25 between two lines at any particular jack location. Dispatching is

1 unnecessary when all that is required is end user access to a pre-  
2 provisioned line provided on the second pair of NTW by MediaOne. As  
3 a point of interest, I recently purchased a "splitter" from Radio Shack for  
4 just over \$7.00 that allows a customer to connect two single-line  
5 telephone devices to either of two phone lines. I believe that if I could  
6 purchase this "splitter" at a retail cost of just over \$7.00, then an ALEC  
7 such as MediaOne should be able to purchase a significant amount of  
8 "splitters" at wholesale for a fraction of the unit cost of \$7.00 which I  
9 paid.

10

11 The use of such a "splitter" would obviate the need to rearrange inside  
12 wire. The first NTW pair is extended to one jack on the "splitter" and  
13 the second NTW pair is extended to a second jack on the "splitter".  
14 Thus, an end user customer could simply plug a telephone into one jack  
15 or the other and thus be connected to the service provider of the  
16 customer's choosing.

17

18 Q. ON PAGE 6 OF HIS TESTIMONY, MR. BEVERIDGE INDICATES  
19 THAT "OBTAINING TWO UNTW PAIRS TO EACH UNIT IN AN MDU  
20 (IF THEY ARE AVAILABLE) DOUBLES THE MONTHLY COST TO  
21 THE CLEC, REGARDLESS WHETHER IT HAS ANY CUSTOMERS".  
22 PLEASE COMMENT.

23

24 A. This is purely a function of doing business. MediaOne ignores the fact  
25 that BellSouth pays the costs associated with equipment installed and

1 in service as well as for equipment installed but not yet in service. In  
2 most cases today, for example, BellSouth installs six pair NTW even  
3 though some users may only order one line. The same conceptual  
4 considerations apply to MediaOne; that is incurring costs upfront in  
5 order to reduce or eliminate possible future costs that are higher.

6  
7 Q. MR. BEVERIDGE, ON PAGE 6 OF HIS TESTIMONY, STATES  
8 "FINALLY, BECAUSE THIS PROPOSAL DOES NOT INCLUDE A  
9 NETWORK INTERFACE DEVICE (NID), THE CLEC MUST  
10 UNDERTAKE THE TASK OF LOCATING THE "FIRST" JACK WITHIN  
11 THE UNIT – THE POINT AT WHICH UNTW ENTERS THE UNIT".  
12 PLEASE COMMENT.

13  
14 A. As an alternative to MediaOne installing its own NID, BellSouth has  
15 offered the option to have BellSouth install a NID for MediaOne's use  
16 with its requested NTW pairs instead of MediaOne dispatching a  
17 technician to do the work. To date, MediaOne refuses to pay BellSouth  
18 to install the NID. I would note, however, that the practice of using the  
19 "first jack" as the demarcation point instead of a NID is a common  
20 practice and fully compliant with all state and federal regulations.

21  
22 Obviously, BellSouth's own technicians must routinely determine the  
23 demarcation point (the "first jack" in some cases) to determine whether  
24 the end user customer should be billed for any changes or repairs to  
25 inside wire at the customer's premises. Far from being the "trial and

1 error" approach suggested by Mr. Beveridge, BellSouth's technicians  
2 are adept at determining the likely entrance point to the individual  
3 customer's premises and quickly locating the demarcation point. I  
4 believe that MediaOne's technicians are or could easily become equally  
5 adept.

6

7 Q. ON PAGE 7 OF HIS TESTIMONY, MR. BEVERIDGE CLAIMS THAT  
8 THE DEMARCATION POINT BETWEEN THE UNTW AND THE  
9 INSIDE WIRING WITHIN A UNIT IS BEHIND THE "FIRST" JACK, THE  
10 POINT AT WHICH UNTW ENTERS THE UNIT. IS THIS CORRECT?

11

12 A. Mr. Beveridge is clearly mistaken. The demarcation point is the jack,  
13 not behind the jack. The jack creates a clear delineation point between  
14 the telecommunications service provider's network and the inside wire.

15

16 Q. ON PAGE 8 OF HIS TESTIMONY, MR. BEVERIDGE INDICATES  
17 THAT BELLSOUTH'S INITIAL PROPOSAL PUTS ALECS AT A  
18 COMPETITIVE DISADVANTAGE AND STATES "FIRST, THE CLEC  
19 MUST ARRANGE AND PAY FOR THE DISPATCH OF A BELLSOUTH  
20 TECHNICIAN TO REARRANGE THE UNTW". IS THIS TRUE?

21

22 A. No. BellSouth will charge for provisioning UNTW just as BellSouth will  
23 charge for provisioning of any of its services. As stated earlier, if the  
24 ALEC at the initial provisioning of UNTW requests pre-wiring of spare  
25 pairs, then a dispatch of a BellSouth technician is not necessary each

1 time the ALEC wishes to connect service to its end users. Furthermore,  
2 as I discussed in my direct testimony, only an initial entry to a  
3 customer's premises would be required to install the NID if the ALEC  
4 requests BellSouth to install a NID.

5  
6 BellSouth has discussed with MediaOne and other ALECs the use of a  
7 new style of NID that allows the end user customer to connect the  
8 inside wire to the loop facilities of either or both of two service  
9 providers. One such device is the Siecor INI 200 device manufactured  
10 by Siecor Corporation. The use of a device such as the INI 200 allows  
11 wiring flexibility such that the end user could have one line provided by  
12 BellSouth and a second line provided by an ALEC such as MediaOne.  
13 Alternatively, the Siecor INI 200 may be wired such that both first and  
14 second lines are both provided by either BellSouth or by an ALEC such  
15 as MediaOne. Doing so would obviate the need for a service provider  
16 to visit the end user customer's premises after the initial installation of  
17 this type of jack.

18  
19 Q. CONTINUING ON IN HIS DISCUSSION FROM ABOVE, MR.  
20 BEVERIDGE STATES "SECOND, A CLEC TECHNICIAN MUST  
21 LOCATE THE FIRST JACK IN THE UNIT AND REARRANGE THE  
22 WIRING THERE". PLEASE COMMENT.

23  
24 A. If MediaOne has difficulty in locating the demarcation point, BellSouth  
25 will, as an alternative, locate the demarcation point in the unit as well as

1 rearrange wiring upon MediaOne's request.

2

3 Q. MR. BEVERIDGE IMPLIES THAT THE ABOVE TASKS ARE  
4 UNNECESSARY AND SERVE NO USEFUL PURPOSE. HE STATES  
5 "AS I WILL EXPLAIN BELOW, CLEC TECHNICIANS ARE FULLY  
6 CAPABLE OF REARRANGING UNTW WITHOUT DISRUPTING  
7 OTHER CUSTOMERS' SERVICE OR OTHERWISE HARMING  
8 BELL SOUTH'S FACILITIES". WHAT IS BELL SOUTH'S POSITION?

9

10 A. As fully capable as MediaOne's technicians may be, BellSouth is  
11 entitled to protection of its network and even more importantly, to  
12 protect the quality of service BellSouth provides to its customers, both  
13 its end user customers as well as other local service providers who are  
14 BellSouth's customers. MediaOne's technicians could, intentionally or  
15 unintentionally, disrupt the service provided by BellSouth to its end user  
16 customers or the service provided by other ALECs using BellSouth's  
17 UNTW. The FCC requires that "each carrier must be able to retain  
18 responsibility for the management, control, and performance of its own  
19 network." (First Report and Order 96-325, ¶ 203) MediaOne's proposal  
20 strikes at the heart of this provision and, if allowed, would render  
21 BellSouth incapable of managing and controlling its network in the  
22 provision of service to its end user customers. Clearly, the adoption of  
23 MediaOne's proposal stands at odds with the FCC's rules.

24

25 Further, BellSouth would be completely reliant on MediaOne self-

1 reporting how many UNTW pairs it uses. Any other ALEC could  
2 likewise use UNTW pairs and would have to let BellSouth know that it  
3 was so doing in order for BellSouth to recover its costs. How  
4 MediaOne believes accurate records of UNTW inventory and current  
5 status (that is, in use, spare, or defective) would be maintained is a  
6 mystery. In reality, such accurate records could not be kept, thus  
7 denying BellSouth any reasonable control over its property and  
8 inevitably leading to service disruptions.

9  
10 Q. ON PAGE 8 OF HIS TESTIMONY, MR. BEVERIDGE STATES THAT  
11 "BELLSOUTH'S INITIAL PROPOSAL DOES NOTHING TO REDUCE  
12 BELLSOUTH'S COSTS WHEN IT REGAINS THE RIGHT TO SERVE  
13 AN MDU UNIT. BY RETAINING EXCLUSIVE CONTROL OF THE  
14 FIRST PAIR, BELLSOUTH AVOIDS HAVING TO REARRANGE THE  
15 UNTW (WHICH TAKES ONLY A FEW MINUTES), BUT IT STILL  
16 MUST DISPATCH A TECHNICIAN TO REARRANGE THE WIRING  
17 WITHIN THE UNIT". WHAT IS YOUR RESPONSE?

18  
19 A. Within its franchise area, BellSouth has obligations as COLR. If no  
20 other local service provider is willing to serve a given area or customer,  
21 BellSouth is required to provide service upon request. Further, the  
22 rules of the Commission require BellSouth to provide its facilities all the  
23 way to the tenant's dwelling in MDU complexes. In order to fulfill its  
24 COLR obligations, BellSouth has paid for the installation of the wiring of  
25 its network to the end user's unit. By maintaining the first pair of NTW

1 to the unit, BellSouth remains able to fulfill its obligation as the "carrier  
2 of last resort" and causes minimum disruption to the end user if it  
3 regains the right to serve the end user after being lost to a competitor.  
4 If an end user decides to return to BellSouth for local service, BellSouth  
5 does not necessarily have to dispatch since the first pair, in most cases,  
6 is still connected through to the unit. Likewise, MediaOne is free to use  
7 UNTW pairs in like manner should the customer again choose  
8 MediaOne.

9

10 Q. MR. BEVERIDGE, ON PAGE 10 OF HIS TESTIMONY, SAYS "I  
11 CANNOT DISCERN FROM READING THE CONTRACT LANGUAGE  
12 WHEN, IF EVER, BELL SOUTH INTENDS TO ALLOW MEDIAONE TO  
13 USE THE FIRST PAIR". PLEASE COMMENT.

14

15 A. In Attachment 1 to Mr. Beveridge's testimony, the language clearly  
16 indicates "BellSouth will maintain a minimum of one pair, which is called  
17 the "first pair", of UNTW for the provision of its local services to its end  
18 user customers. BellSouth will provision, to the CLEC, any additional  
19 spare pairs (after the first pair) that are available. If all spare pairs to a  
20 particular end user are being utilized and the end user wishes to  
21 change service providers (e.g., from BellSouth to CLEC-1), BellSouth  
22 will relinquish the pair that it holds in reserve (the first pair) in order for  
23 the CLEC to provide service to the end user". I believe this language to  
24 be completely clear.

25

1 Q. FURTHER ON PAGE 10 OF HIS TESTIMONY, MR. BEVERIDGE  
2 STATES "BELLSOUTH DOES NOT EXPLAIN WHY IT SHOULD NOT  
3 BE RESPONSIBLE FOR INSTALLING NIDs IN EXISTING MDUs.  
4 AFTER ALL, A NID IN EACH UNIT IS NECESSARY ONLY BECAUSE  
5 BELLSOUTH DEMANDS EXCLUSIVE (OR NEAR EXCLUSIVE)  
6 ACCESS TO THE FIRST PAIR; MEDIAONE GETS NO BENEFIT  
7 FROM IT". PLEASE COMMENT.

8  
9 A. BellSouth is fully compliant with both state and federal regulations.  
10 Those regulations do not require a traditional NID in each unit so long  
11 as the loop is properly grounded. I find it interesting that Mr. Beveridge  
12 makes no reference to the inherent cost of installing such NIDs. If  
13 MediaOne wants BellSouth to install NIDs, BellSouth has already  
14 offered to do so if MediaOne is willing to pay for the materials and work  
15 required.

16  
17 Q. ON PAGE 11 OF HIS TESTIMONY, MR. BEVERIDGE INDICATES  
18 THAT BELLSOUTH DESCRIBES A NID AND SOMETIMES REFERS  
19 TO IT AS A "CONDOMINIUM" NID AND GOES ON TO SAY THAT NO  
20 SUCH DEVICE EXISTS. IS HE CORRECT?

21  
22 A. Mr. Beveridge is wrong. In my direct testimony, I showed pictures of  
23 this particular device called the Siecor INI 200 device manufactured by  
24 Siecor Corporation.

25

1 Q. FURTHER ON PAGE 11 OF HIS TESTIMONY, MR. BEVERIDGE  
2 STATES THAT "PREMISES WIRING SHOULD BE GROUNDED AT  
3 THE MPOE, WHERE IT ENTERS THE BUILDING; IF THAT IS DONE  
4 PROPERLY, THERE IS NO NEED TO GROUND THE FACILITIES AT  
5 EACH UNIT". PLEASE COMMENT.

6  
7 A. Pairs are grounded at a "garden" terminal or similar device located at  
8 each building in a MDU environment, whereas in a single family  
9 situation the pairs are grounded at each dwelling, typically using a NID.  
10 Contrary to Mr. Beveridge's statements, according to the rules of this  
11 Commission, there is no MPOE. Instead, BellSouth places a  
12 demarcation within each dwelling within the MDU. BellSouth properly  
13 grounds its loops according to safety codes and industry standards.

14  
15 Q. IN MR. BEVERIDGE'S TESTIMONY ON PAGE 12, HE INDICATES  
16 THAT CUSTOMERS WOULD NOT BENEFIT FROM HAVING NIDs  
17 INSTALLED IN THEIR APARTMENTS AND THAT MOST PEOPLE  
18 WOULD FIND IT INCONVENIENT. DO YOU AGREE WITH MR.  
19 BEVERIDGE'S ASSESSMENT?

20  
21 A. No. I believe that the customer could very easily change service  
22 providers (that is, BellSouth or MediaOne). As I showed in my direct  
23 testimony, the end user customer can change service providers simply  
24 by moving the modular plug on the Siecorm INI 200 from one jack to  
25 another. I believe customers would want the flexibility supplied by such

1 an arrangement.

2

3 Q. MR. BEVERIDGE, ON PAGE 13 OF HIS TESTIMONY, DESCRIBES  
4 MEDIAONE'S PROPOSAL TO GIVE ALL LECs EQUAL ACCESS TO  
5 THE "ACCESS CSX". PLEASE RESPOND.

6

7 A. BellSouth makes UNTW available to ALECs that wish to order UNTW  
8 through the process that has been set up to request, order, and  
9 provision UNTW. Any ALEC that desires to, providing UNTW pairs are  
10 available, can utilize this process to gain access to UNTW. MediaOne's  
11 proposal raises the question of how BellSouth would know an ALEC  
12 had used UNTW? BellSouth would not know, thus effectively denying  
13 BellSouth control of its own property.

14

15 Q. MR. BEVERIDGE FURTHER STATES "IF CLEC-1 WINS THAT  
16 CUSTOMER'S BUSINESS, ITS TECHNICIAN WILL SIMPLY  
17 DISCONNECT BELL SOUTH'S JUMPER, BOTH AT "BST CSX" AND  
18 AT "ACCESS CSX," AND CONNECT A NEW JUMPER BETWEEN  
19 "CLEC-1 CSX" AND "ACCESS CSX," THEREBY CONNECTING ITS  
20 DISTRIBUTION FACILITIES TO THE FIRST UNTW PAIR". WOULD  
21 THIS BE AN APPROPRIATE METHOD TO TRANSITION SERVICE?

22

23 A. No. In a "room-mate" situation, for example, how would the ALEC know  
24 it was appropriate to disconnect BellSouth's jumper or another ALECs  
25 jumper? In this situation, the ALEC wouldn't know and could thus

1 cause service disruption to BellSouth's customers or the customers of  
2 another ALEC using BellSouth's UNTW.

3

4 Q. ON PAGE 14 OF HIS TESTIMONY, MR. BEVERIDGE INDICATES  
5 THAT BELLSOUTH KNOWS EXACTLY WHICH UNTW PAIRS SERVE  
6 WHICH UNITS BASED ON INFORMATION IN BELLSOUTH'S  
7 DESIGN LAYOUT RECORDS (DLRs) AND THAT ACCESS TO THE  
8 DLRs IS KEY TO MEDIAONE'S PROPOSAL. PLEASE COMMENT.

9

10 A. First of all, BellSouth will not provide DLRs, as there is no DLR on  
11 UNTW. This is because UNTW is a non-designed service as well as a  
12 non-inventoried item. DLRs are associated with designed UNE loops.  
13 Second, if there were DLRs for UNTW, how could BellSouth keep DLRs  
14 up to date if any service provider were allowed to change cross-  
15 connections? The answer is simply that such records could not be kept  
16 accurate and such inaccuracy would heighten the risk of service  
17 disruptions.

18

19 Q. ON PAGE 14 OF HIS TESTIMONY, MR. BEVERIDGE REFLECTS  
20 THAT UNLIKE BELLSOUTH'S PROPOSAL, MEDIAONE'S  
21 PROPOSAL WOULD ESTABLISH THE DEMARCATION POINT AT  
22 THE MPOE, RATHER THAN WITHIN THE INDIVIDUAL UNITS.  
23 PLEASE COMMENT.

24

25 A. First of all, as BellSouth understands the Florida PSC's rules regarding

1 demarcation points, the MediaOne concept of a MPOE is not in  
2 accordance with those rules. As I indicated earlier in this testimony,  
3 according to Florida PSC rules, BellSouth must extend its network  
4 facilities into each end-user's premises in a multi-tenant building. The  
5 MPOE referred to by MediaOne would require that a central  
6 demarcation point be established for each building or complex in  
7 violation of the PSC demarcation rule. Second, MediaOne's proposal  
8 would constitute taking of BellSouth property and would create a  
9 morass of issues including jurisdiction, confiscation of property, and  
10 customer confusion.

11

12 Q. IN MR. LANE'S TESTIMONY ON PAGE 3, HE CONTENDS THAT A  
13 DISPATCH OF A BELLSOUTH TECHNICIAN – AT MEDIAONE'S  
14 EXPENSE – IS REQUIRED EVERY TIME MEDIAONE WANTS TO  
15 GET ACCESS TO UNTW. IS HE CORRECT?

16

17 A. Mr. Lane is obviously misinformed. As I indicated in my direct  
18 testimony, at MediaOne's request, BellSouth will pre-wire NTW pairs,  
19 which would obviate the need to have a BellSouth technician  
20 dispatched each time MediaOne wants access to a given end user  
21 customer. Additionally, as an alternative to MediaOne installing its own  
22 NID, BellSouth offered the option to have BellSouth install a NID for  
23 MediaOne's use with their requested NTW pairs instead of MediaOne  
24 dispatching a technician to do the work. To date, MediaOne refuses to  
25 pay BellSouth for such pre-wired connections or to install the NID. In

1            addition, the use of previously mentioned splitter jacks will eliminate the  
2            need to do any inside wiring work in many instances.

3

4    Q.    MR. LANE GOES ON TO STATE "BECAUSE WE MUST HAVE A  
5            BELLSOUTH TECHNICIAN PRESENT TO PROVISION SERVICE, WE  
6            MUST COORDINATE THE PRESENCE OF OUR TECHNICIAN, THE  
7            CUSTOMER, AND BELLSOUTH'S TECHNICIAN, OVER WHOM WE  
8            HAVE NO CONTROL. IT SIMPLY IS NOT WORKABLE". IS HIS  
9            ASSESSMENT CORRECT?

10

11   A.    No. As I previously stated, a BellSouth technician is not needed under  
12            BellSouth's proposal to pre-wire UNTW pairs. If, alternatively,  
13            MediaOne chooses the "pay as you go" alternative, it must accept the  
14            coordination inherent in such a choice.

15

16   Q.    MR. LANE STATES THAT MEDIAONE CANNOT SERVE THE  
17            RESIDENTS OF MDUs IN THE AREAS IN WHICH IT NOW  
18            PROVIDES LOCAL TELEPHONE SERVICE. PLEASE COMMENT.

19

20   A.    BellSouth's offer presents MediaOne with a reasonable method of  
21            access to NTW. Other ALECs are in business, winning customers,  
22            using BellSouth's UNTW.

23

24   Q.    ON PAGE 5 OF HIS TESTIMONY, MR. LANE STATES "ONCE NPAC  
25            HAS RECEIVED THE FOC AUTHORIZING THE PORTING OF A

1 NUMBER, IT ALLOWS ONLY 18 BUSINESS-HOURS TO COMPLETE  
2 THE PORTING OF THE NUMBER, OR WE MUST RE-START THE  
3 PROCESS, THEREBY POSSIBLY DELAYING SERVICE TO OUR  
4 CUSTOMER. IF BELLSOUTH DOES NOT RETURN THE FOC TO  
5 MEDIAONE AT THE SAME TIME THE NUMBER IS AUTHORIZED  
6 FOR PORTING, MEDIAONE WILL NOT KNOW THAT THE 18-HOUR  
7 "CLOCK" HAS STARTED RUNNING". WHAT IS BELLSOUTH'S  
8 POSITION ON THIS ISSUE?

9  
10 A. MediaOne is incorrect. MediaOne is in complete control of notification  
11 in the provisioning process concurrent with the 18 hour "clock". The  
12 provisioning flow is such that when a BellSouth end-user agrees to  
13 change service to MediaOne, MediaOne notifies BellSouth of the  
14 change using a Local Service Request ("LSR"). BellSouth then  
15 provides a Firm Order Confirmation ("FOC") to MediaOne at which time  
16 both BellSouth and MediaOne will create and process service orders.  
17 At this time, MediaOne sends a create message to the Number  
18 Portability Administration Center (NPAC) who in turn notifies BellSouth  
19 of the proposed porting activity. BellSouth will then send a concurrence  
20 message to NPAC and provisioning subsequently proceeds under the  
21 control of MediaOne until completion. Since BellSouth allows  
22 MediaOne to send the create message to NPAC -- as opposed to  
23 BellSouth -- MediaOne is in control of when provisioning will begin and  
24 thus an 18 hour window is not an issue.

25

1 Q. HOW DO YOU RESPOND TO MR. LANE'S REQUEST FOR TIMELY  
2 ADVANCE NOTICE OF LNP SYSTEM MAINTENANCE  
3 REQUIREMENTS ON PAGES 6 & 7 OF HIS TESTIMONY?  
4

5 A. BellSouth's target availability for the Local Service Management  
6 System (LSMS) is 24 hours per day, 7 days per week, except for  
7 regularly scheduled maintenance. These generally occur during the  
8 published NPAC downtime for maintenance and updates on Sundays  
9 between the hours of 7am and 1pm. Planned down times for routine  
10 maintenance and updates and for major updates, which would require  
11 the system to be down longer than from 7am to 1pm on Sundays, are  
12 sent to NPAC 7 days ahead of time for broadcast to all affected service  
13 providers.

14  
15 Maintenance windows should be scheduled consistently among all  
16 parties who maintain a portion of the systems and links used for LNP,  
17 including LSMS. Partial failures will occur if each party schedules  
18 maintenance independently. The maintenance window was discussed  
19 at the NPAC Cross Regional Meeting of April 7, 1999. This meeting  
20 was attended by 82 participants including a representative of  
21 MediaOne. At that meeting, a 7 day notification process was agreed  
22 upon. As a result, BellSouth is not willing to commit to the 30 day  
23 notification interval proposed by MediaOne in Mr. Lane's testimony.  
24

1 BellSouth is willing to consider another notification interval but believes  
2 the interval should be consistent in the industry for the reasons  
3 mentioned above. In an attempt to further clarify notification intervals,  
4 BellSouth will initiate discussion among industry participants in the May  
5 1999 meeting of the Local Number Portability Working Group.

6

7 Q. MR. LANE FURTHER STATES "ONCE A CUSTOMER'S SERVICE  
8 HAS BEEN MOVED FROM BELLSOUTH TO MEDIAONE, THE  
9 CUSTOMER WILL BE UNABLE TO RECEIVE CALLS UNTIL  
10 BELLSOUTH HAS COMPLETED THE PORT ACTIVATION". IS THIS  
11 CORRECT?

12

13 A. MediaOne, as the new service provider, is in control of when end-user  
14 calls are routed to MediaOne's switch. MediaOne, as a facilities-based  
15 carrier, does not purchase unbundled loops. Therefore, if MediaOne  
16 does not send the NPAC activate message, then the end-user calls will  
17 continue to be routed through BellSouth's switch.

18

19 Q. IS THERE ANYTHING ELSE ON WHICH YOU WOULD LIKE TO  
20 COMMENT?

21

22 A. Yes. I would like at this time to make a correction to my direct  
23 testimony filed in this proceeding. On page 15, line 20, the phrase  
24 "Local Carrier Service Center (LCSC)" should be corrected to read  
25 "Unbundled Network Element Center (UNEC)". Similarly, on page 15 at

1 line 22, the phrase "LCSC" should be corrected to read "UNEC". I  
2 apologize for any confusion this error may have caused.

3

4 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

5

6 A. Yes.

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