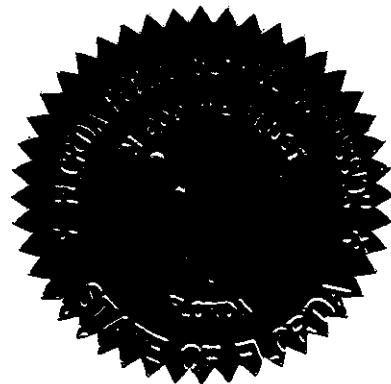


BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of	:	DOCKET NO. 990149-TP
Petition by MediaOne Florida	:	
Telecommunications, Inc. for	:	
arbitration of an intercon-	:	
nection agreement with	:	
BellSouth Telecommunications,	:	
Inc. pursuant to Section 252(b)	:	
of the Telecommunications Act	:	
of 1996.	:	



VOLUME 1

Pages 1 through 211

PROCEEDINGS: **HEARING**

BEFORE:	COMMISSIONER J. TERRY DEASON
	COMMISSIONER SUSAN F. CLARK
	COMMISSIONER E. LEON JACOBS, JR.

DATE: **Friday, July 9, 1999**

TIME: Commenced at 9:30 a.m.

PLACE:	Betty Easley Conference Center
	Room 148
	4075 Esplanade Way
	Tallahassee, Florida

REPORTED BY:	KIMBERLY K. BERENS, CSR, RPR
	FPSC Commission Reporter
	JOY KELLY, CSR, RPR
	Bureau Chief, Reporting

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6 **Telecommunications, Inc.**

7 **WILLIAM B. GRAHAM**, Graham & Moody, 101 North
8 Gadsden Street, Tallahassee, Florida 32301; and **SUSAN**
9 **KEESEN** and **DICK KARRE**, 188 Inverness Drive West, 6th
10 Floor, Englewood, Colorado 80112, appearing on behalf
11 of **MediaOne Florida Telecommunications, Inc.**

12 **C. LEE FORDHAM**, Florida Public Service
13 Commission, Division of Legal Services, 2540 Shumard
14 Oak Boulevard, Tallahassee, Florida 32399-0870,
15 appearing on behalf of the **Commission Staff.**

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P R O C E E D I N G S

(Hearing convened at 9:35 a.m.)

COMMISSIONER DEASON: Call the hearing to order. Can I have the Notice read, please.

MR. FORDHAM: Commissioners, we are here today pursuant to Notice of hearing given in Docket No. 990149-TP, wherein MediaOne Florida Telecommunications, Inc. petitioned for arbitration of various unresolved issues in an interconnection agreement with BellSouth Telecommunications Inc.

COMMISSIONER DEASON: Thank you. Take appearances.

MR. CARVER: On behalf of BellSouth, Nancy White and Phil Carver, 675 West Peachtree Street, Atlanta, Georgia.

MR. GRAHAM: On behalf of MediaOne, Bill Graham, Graham and Moody law firm here in Tallahassee. 101 North Gadsden, Tallahassee, Florida 32301. Also with me today are two representatives of MediaOne from their corporate office in Denver.

MR. KARRE: Richard Karre, K-A-R-R-E, with MediaOne. My address is 188 Inverness Drive West, Englewood, Colorado 80112.

MS. KEESSEN: And I'm Susan Keesen, K-E-E-S-E-N, also at 188 Inverness Drive West, Suite

1 600, Englewood, Colorado 80112.

2 **MR. FORDHAM:** Staff counsel for the Florida
3 Public Service Commission, Lee Fordham.

4 **COMMISSIONER DEASON:** Okay. Thank you.
5 Preliminary matters, Mr. Fordham.

6 **MR. FORDHAM:** Yes. Commissioner, there are
7 quite a number in orders and documents that we wish to
8 request official recognition of and rather than read
9 them off, each of the panel has a listing and at this
10 point I would move that the panel take official
11 recognition of those items on that list.

12 **COMMISSIONER DEASON:** And there are no
13 objections to this; is that correct?

14 **MR. CARVER:** No objections from BellSouth.

15 **MR. GRAHAM:** No objections from MediaOne.

16 **COMMISSIONER DEASON:** Very well. We shall
17 identify then the Official Recognition List as Exhibit
18 No. 1. And without objection, it shall be admitted
19 into the record. Okay.

20 (Exhibit 1 marked for identification and
21 received in evidence.)

22 **MR. FORDHAM:** Commissioner, the next item,
23 we also have quite a list of exhibits and at this
24 point we would ask that they be numbered, and the
25 Commissioner has already given No. 1 to Official

1 Recognition List. The next item would be BellSouth's
2 responses to Staff's interrogatories.

3 **COMMISSIONER DEASON:** Okay. And this is
4 identified as Stip-1; is that correct?

5 **MR. FORDHAM:** The Official Recognition
6 List -- oh, yes, Your Honor, or Commissioner. Stip-1.

7 **COMMISSIONER DEASON:** That will be
8 identified then as Exhibit No. 2.

9 (Exhibit 2 marked for identification.)

10 **MR. FORDHAM:** And Stip Con-1 is BellSouth's
11 Confidential Responses to Staff's Interrogatories.

12 **COMMISSIONER DEASON:** We will identify it as
13 Exhibit No. 3.

14 (Exhibit 3 marked for identification.)

15 **MR. FORDHAM:** Stip-2 is BellSouth's
16 Responses to Staff's Request for Production of
17 Documents.

18 **COMMISSIONER DEASON:** That will be Exhibit
19 No. 4.

20 (Exhibit 4 marked for identification.)

21 **MR. FORDHAM:** And Stip Con-2 is BellSouth's
22 Confidential Responses to Staff's Request for
23 Production of Documents.

24 **COMMISSIONER DEASON:** That will be
25 identified as Exhibit No. 5.

1 (Exhibit 5 marked for identification.)

2 **MR. FORDHAM:** Stip-3 is MediaOne's Response
3 to Staff's Interrogatories.

4 **COMMISSIONER DEASON:** Exhibit 6.

5 (Exhibit 6 marked for identification.)

6 **MR. FORDHAM:** Stip-4 is MediaOne's Responses
7 to Staff's Request for Production of Documents.

8 **COMMISSIONER DEASON:** Exhibit 7.

9 (Exhibit 7 marked for identification.)

10 **MR. FORDHAM:** DDC-2 is BellSouth's Witness
11 Caldwell deposition.

12 **COMMISSIONER DEASON:** Exhibit 8.

13 (Exhibit 8 marked for identification.)

14 **MR. FORDHAM:** GB-10 is the deposition of
15 MediaOne's witness Beveridge.

16 **COMMISSIONER DEASON:** Okay. That would we
17 Exhibit 9.

18 (Exhibit 9 marked for identification.)

19 **MR. FORDHAM:** Okay. GL-2 is the deposition
20 of MediaOne's witness Lane.

21 **COMMISSIONER DEASON:** Exhibit 10.

22 (Exhibit 10 marked for identification.)

23 **MR. FORDHAM:** And JM-3 is the deposition of
24 MediaOne's witness Maher.

25 **COMMISSIONER DEASON:** Exhibit 11.

1 (Exhibit 11 marked for identification.)

2 **COMMISSIONER DEASON:** Now, I understand that
3 some of these -- the transcripts in some of these
4 depositions are not available. Is there going to be
5 any objection to identifying these transcripts and
6 admitting them into the record when they do become
7 available?

8 **MR. CARVER:** No objection.

9 **MR. GRAHAM:** None from MediaOne.

10 **MR. FORDHAM:** Commissioner, we expect those
11 to be brought into the room at any moment and the
12 cover sheets are prepared. So at this point,
13 Commissioner, I don't think we have any objection. We
14 circulated the list in advance in the interest of
15 expediency and time. At this point we would move all
16 of these exhibits into the official record.

17 **COMMISSIONER DEASON:** Any objection to
18 exhibits that have just been identified, Exhibits 2
19 through 11?

20 **MR. CARVER:** No, sir.

21 **MR. GRAHAM:** None from MediaOne.

22 **COMMISSIONER DEASON:** Very well. Then show
23 that Exhibits 2 through 11 are admitted.

24 (Exhibits 2-11 received in evidence.)

25 **MR. FORDHAM:** Commissioner, the next item

1 under preliminary matters, during the prehearing
2 MediaOne had requested to perform a demonstration of
3 wiring a box during the hearing. There was some
4 discussion of it, and as a possible option, the idea
5 of making a video came up. Commissioner Jacobs, at
6 the prehearing, had asked the two parties to work out
7 among them or between them how they would handle that
8 and there is no real resolution to that. So that
9 might be an item we wish to address under pretrial
10 matters. I understand the video is almost 20 minutes
11 long. MediaOne has represented that the demonstration
12 would be less than half of that time.

13 **COMMISSIONER DEASON:** Mr. Graham.

14 **MR. GRAHAM:** Yes, Commissioner Deason. One
15 of the primary issues that we'll address here today is
16 the appropriate means by which MediaOne will connect
17 with the network terminating wire, and one of our
18 witnesses, Mr. Greg Beveridge, addresses that in his
19 Direct and Rebuttal Testimony.

20 It's our behalf that a very short
21 demonstration with a model that he brought to show to
22 the Commission this morning would help explain the
23 simplicity and the ease of what we're proposing. When
24 we first came upon this idea, I made Staff aware as
25 early as possible that it was something that we

1 intended to suggest, and we also made counsel for
2 BellSouth aware of it as early as possible too.

3 We submitted to the Staff and BellSouth
4 photographs of the model, along with our prehearing
5 statement so that there would be a minimum of any
6 surprise. And to further avoid any claim of surprise,
7 we made a video tape of the actual demonstration that
8 will allow Mr. Carver to get a feel for the
9 demonstration.

10 Additionally, after the video tape was done,
11 Mr. Carver had the opportunity to depose
12 Mr. Beveridge, who will perform the model
13 demonstration. We believe that it would help explain
14 our position and we could either perform the demo live
15 or you could, I guess, look at the video tape.
16 Frankly, the video takes longer than the demonstration
17 that we would propose this morning. I will represent
18 to you that the demo would not last more than four or
19 five minutes.

20 **COMMISSIONER DEASON:** Mr. Carver.

21 **MR. CARVER:** Well, I object. And my
22 objection is based more on the video than on what they
23 may be planning to do. I'd like to talk a little bit
24 about the background of this.

25 We took depositions last week, so at the

1 prehearing conference prior to those depositions I
2 requested to have the opportunity to depose the
3 witness on this in person and to see the
4 demonstration. He was not able to come to Tallahassee
5 for his deposition, so as an alternative MediaOne
6 provided us with this video tape and represented that
7 he would speaking live, but what he said live would
8 track the video tape.

9 I've reviewed the video tape. It's about --
10 it's between 17 and 18 minutes long. And there is
11 some very artful editing in it that I think basically
12 succeeds in putting a lot of material into 18 minutes.
13 My guess is that if he did this live it would take
14 longer than 18 minutes if he did everything. Now, if
15 they're going to cut it back to four or five minutes,
16 that's different. But what I saw looked like probably
17 about 30 minutes of live testimony and that's really
18 the problem. In a couple of instances --

19 **COMMISSIONER DEASON:** I'm sorry. What is
20 the problem; the length of the demonstration or your
21 ability to cross examine?

22 **MR. CARVER:** That essentially it's nothing
23 more than live testimony. Looking at it, it strays
24 outside of his prefiled testimony a little bit. But
25 his prefiled testimony is only 22 pages long. That's

1 both direct and rebuttal. He could read all of that
2 in less than the 20 minutes of the video.

3 Basically what he has done is he has sort of
4 reconstituted that and what they have on the video is
5 a presentation that is, in effect, all of his live
6 testimony.

7 Now, the Commission rules require parties to
8 prefile testimony. I don't think there is any rule
9 that contemplates the parties will prefile, then come
10 to the hearing and give live testimony that is just
11 cumulative of everything that they prefiled. And
12 again, based on what's in the video tape, that's all
13 of his testimony pretty much. So what you would be
14 doing is basically give him the opportunity to testify
15 live about things that he's already prefiled and that
16 you will have in the record before you anyway.

17 I don't think it's necessary because the
18 issues in this case are relatively simple. There are
19 only three of them and this one is not complicated and
20 you'll have everything in the record you will need to
21 look at anyway. Beyond that, I think, frankly, it
22 prejudices BellSouth somewhat --

23 **COMMISSIONER CLARK:** Can I ask a question?

24 **MR. CARVER:** -- because our intention was to
25 follow the rules. So we prefiled. We don't have a

1 witness ready to come up here and tell you everything
2 that they say in their testimony. And I think to give
3 one party leave to do that, particularly when they
4 haven't moved for it in advance, and not allow the
5 other party that, is not really fair. And again, it's
6 not contemplated by the Commission rules. So we
7 believe that since all of this is going to be in the
8 record anyway, there is no reason to have live
9 cumulative testimony.

10 **COMMISSIONER DEASON:** Mr. Graham, is it the
11 purpose of this demonstration to expand testimony that
12 has been prefiled?

13 **MR. GRAHAM:** Not at all. The purpose is to
14 make more clear to the Commission the direct
15 testimony. I think as the Commissioners can
16 appreciate, it is hard to, in written form, describe
17 how you will perform an operation where you move a
18 wire from here to there. That's all we're trying to
19 show is the simplicity and ease of the proposed manner
20 of performing the network terminating wire connection.

21 **COMMISSIONER CLARK:** Mr. Chairman, can I ask
22 a question? I thought we were put on notice that this
23 was going to happen because the prefiled direct
24 testimony indicates there will be a demonstration at
25 this hearing. That's what I read in the testimony.

1 Am I mistaken?

2 **MR. CARVER:** We were put on notice that
3 something was going to happen. Now, at the prehearing
4 conference we asked to take a deposition and to see
5 the demonstration. What we worked out as an
6 alternative, since the witness couldn't come to
7 Tallahassee is he made the video tape and sent it to
8 us.

9 So, it was only last week that I actually
10 saw the substance of what they were going to do. And
11 again, my objection is not so much that it's outside
12 of the scope of his testimony, but that it is his
13 testimony; pretty much all of his testimony.

14 **COMMISSIONER CLARK:** Well, Mr. Chairman, I
15 realize the ruling is yours, but I was anticipating
16 having a demonstration so I would better understand
17 what is happening because I, frankly, didn't
18 understand the mechanics of it and I'm not very good
19 at translating written instructions.

20 **COMMISSIONER DEASON:** Well, Mr. Graham has
21 indicated to me it's not his intent to expand upon the
22 nature of the testimony that was prefiled. Obviously,
23 there may be questions from the Commissioners if we do
24 have the demonstration and certainly that is within
25 the discretion and latitude of the Commission.

1 I'm going to allow the demonstration, live
2 demonstration. We will forgo the video. I'm going to
3 hold you to your time commitment, and to your
4 representation that the purpose of the demonstration
5 is not to expand the nature and the content of the
6 prefiled testimony.

7 Mr. Carver, if we stray from that,
8 obviously, I would invite you to object if the
9 demonstration goes beyond the nature and content of
10 the prefiled testimony.

11 And when the witness -- is it your intent to
12 do the demonstration at the very first? Which witness
13 is going to present the demonstration?

14 **MR. GRAHAM:** I think it would make more
15 sense if it followed his summary of his direct and
16 rebuttal testimony.

17 **COMMISSIONER DEASON:** Greg Beveridge; is
18 that correct?

19 **MR. GRAHAM:** Yes, Commissioner.

20 **COMMISSIONER DEASON:** Okay. That's the
21 first witness.

22 **MR. GRAHAM:** It will be our second witness
23 actually.

24 **COMMISSIONER DEASON:** Okay. Do we have
25 changes then in the witness list, the order of

1 witnesses? I'm looking at Page 5 of the prehearing
2 order.

3 **MR. GRAHAM:** Yes. Mr. Lane will be the
4 first witness.

5 **MR. CARVER:** Commissioner Deason --

6 **COMMISSIONER DEASON:** Yes.

7 **MR. CARVER:** -- we don't have anything
8 prepared, but if Mr. Beveridge is going to be able to
9 give this presentation, I'd like to request that
10 Mr. Milner when he takes the stand have a brief
11 opportunity to rebut, and in fact, to have his own
12 demonstration. Again, we don't have anything
13 prepared, but I think in light of the fact that this
14 is going to be done live it would be appropriate for
15 him to be able to take at least a couple of minutes in
16 addition to his summary to rebut things that you see
17 in the demonstration.

18 **COMMISSIONER DEASON:** Who is this?
19 Mr. Milner?

20 **MR. CARVER:** Yes, sir.

21 **COMMISSIONER DEASON:** Is there an objection
22 to that?

23 **MR. GRAHAM:** No objection.

24 **COMMISSIONER DEASON:** Staff have an
25 objection?

1 **MR. FORDHAM:** No objection.

2 **COMMISSIONER DEASON:** No objection. Very
3 well. You'll be granted that latitude.

4 **MR. CARVER:** Thank you.

5 **COMMISSIONER DEASON:** Okay. Other
6 preliminary matters?

7 **MR. FORDHAM:** Commissioner Deason, Staff has
8 no additional preliminary matters.

9 **COMMISSIONER DEASON:** Okay. Mr. Carver, do
10 you have any preliminary matters?

11 **MR. CARVER:** Just one thing that I wanted to
12 mention. In the prehearing order there is an
13 indication that there is a deferral of the issue of
14 whether Issues 2 and 3 are legal in nature or whether
15 evidence should be taken on them. And to the extent
16 the Commission wishes to hear argument on that, I'm
17 prepared to do so.

18 **COMMISSIONER DEASON:** Okay. Mr. Graham, do
19 you have any preliminary matters?

20 **MR. GRAHAM:** Yes, Commissioner. We filed a
21 couple weeks ago a Request for Qualified
22 Representation Status for Mrs. Keesen and Mr. Karre
23 and we haven't actually had an order come back
24 affirming that.

25 **COMMISSIONER DEASON:** Oh, you have not had

1 an order?

2 **MR. GRAHAM:** No, we have not.

3 **COMMISSIONER DEASON:** Commissioner Jacobs,
4 is that something that you're contemplating or do you
5 want to address it here at the hearing?

6 **COMMISSIONER JACOBS:** We can go ahead and
7 grant it here. I'm not sure if it's been signed. I
8 saw several on this docket.

9 **MR. GRAHAM:** Yes. There were several, I
10 believe, filed by BellSouth and we filed after them,
11 and I just figured it slipped through the cracks.

12 **COMMISSIONER DEASON:** Is there any objection
13 by any party to the request?

14 **MR. FORDHAM:** None from the Staff, Your
15 Honor, or Commissioner.

16 **MR. CARVER:** No objection by BellSouth.

17 **COMMISSIONER DEASON:** Okay. Then we'll just
18 grant the request at this time then.

19 **MR. GRAHAM:** Thank you.

20 **COMMISSIONER DEASON:** Consider your request
21 granted.

22 **MR. GRAHAM:** Thank you.

23 **COMMISSIONER DEASON:** Okay. Any other
24 preliminary matters? (No response.)

25 Okay. Now, Mr. Carver, you raised the

1 question about the nature of Issues 2 and 3, whether
2 they were legal, factual or policy or a combination.
3 And it was contemplated that there would be a brief
4 argument on the nature of those issues; is that
5 correct?

6 **MR. CARVER:** Yes, sir. And I don't
7 necessarily need to have that argument myself. But it
8 was in the prehearing order so I just wanted to
9 mention that if you'd like to hear that now I can
10 speak to that.

11 **COMMISSIONER DEASON:** Commissioner Jacobs.

12 **COMMISSIONER JACOBS:** The concern came about
13 as to whether or not factual witnesses should be
14 presenting testimony on the issue. Quite frankly, if
15 the parties don't have a problem with the witnesses
16 testifying on this issue, I don't think it's a
17 problem. If no one has a problem with the witness
18 testifying on this issue, I don't have a problem with
19 it.

20 **COMMISSIONER DEASON:** Mr. Carver.

21 **MR. CARVER:** Our preference would also be
22 for witnesses to testify.

23 **MR. GRAHAM:** That's fine with us.

24 **COMMISSIONER DEASON:** Appears not to be a
25 matter of contention then.

1 **MR. GRAHAM:** Beg your pardon?

2 **COMMISSIONER DEASON:** Appears not to be a
3 matter of contention.

4 **MR. GRAHAM:** That's correct.

5 **COMMISSIONER DEASON:** We'll just take the
6 witnesses as they come and they will testify on the
7 issues consistent with the prefiled testimony.

8 **MR. CARVER:** Thank you.

9 **COMMISSIONER DEASON:** Any other preliminary
10 matters?

11 **MR. FORDHAM:** None by Staff.

12 **COMMISSIONER DEASON:** Okay. I don't believe
13 that opening arguments were contemplated in the
14 Prehearing Order; is that correct?

15 **MR. FORDHAM:** That's correct, Commissioner.

16 **COMMISSIONER DEASON:** Okay. I'm going to
17 ask all witnesses then to please stand and raise your
18 right hand.

19 (Witnesses collectively sworn.)

20 **COMMISSIONER DEASON:** Thank you. Please be
21 seated. Mr. Graham, you may call your first witness.

22 **MR. GRAHAM:** Thank you. MediaOne would like
23 to call as its first witness Mr. Gary Lane.

24

25

GARY LANE

1
2 was called as a witness on behalf of MediaOne Florida
3 Telecommunications, Inc. and, having been duly sworn,
4 testified as follows:

DIRECT EXAMINATION

5
6 **BY MR. GRAHAM:**

7 **Q** Mr. Lane, you'll need to turn on the
8 microphone when we commence. Mr. Lane, could you
9 please state for the record your name and address?

10 **A** My name is Gary Lane. My address is 9785
11 Maroon Circle, Englewood, Colorado.

12 **Q** Could you please describe your current job
13 and in some shorthand fashion your experience in the
14 telecommunications industry?

15 **A** Yes. I'm responsible for telecommunications
16 services for the National Markets Group. The National
17 Markets Group is -- actually includes several states;
18 Florida, Virginia, New York and Minnesota. I have
19 about 20 years of experience in the telecommunications
20 industry. The last eight, specifically working in the
21 cable telecommunications industry with three different
22 companies.

23 **Q** Thank you. Did you prepare some prefiled
24 testimony in this docket?

25 **A** Yes.

1 Q And have you had a chance to review that
2 prefiled testimony?

3 A Yes.

4 Q What was the purpose of that testimony?

5 A Primarily just to state the position that we
6 have in these various issues.

7 Q Okay. If I asked you the same questions
8 today that were posed in that written testimony, would
9 you respond in the same manner?

10 A Yes.

11 Q So there would be no necessary
12 modifications?

13 A No.

14 Q Thank you. At this time I would ask that
15 you please give a summary of the testimony that you
16 provided.

17 A All right. As I said, my name is Gary Lane
18 and I am responsible for telecommunications services
19 specifically in the operations side for the National
20 Markets Group. And again, as I said a few seconds
21 ago, I am responsible for telecommunications services
22 in four different states.

23 As the Commissioners may recall from the
24 visit we had last November, we, MediaOne, are
25 committed to delivering high quality, competitive

1 facilities-based local exchange service in the Florida
2 marketplace.

3 On a day-to-day basis, and this speaks
4 specifically to me, I concentrate on ensuring that
5 we're delivering our services in a manner that
6 satisfies our customers and allows us to succeed in
7 business. That's basically what I do every day.

8 My testimony, therefore, is based and
9 focused at the business level. My associates who
10 follow will talk about technical issues in more
11 detail.

12 My prefiled testimony covers a number of
13 subjects. Fortunately many of those have been
14 resolved in discussions with BellSouth. There are
15 three remaining open issues; that is, network
16 terminating wire, BellSouth's proposed CNAM query
17 price, and compensation for terminating ISP-bound
18 traffic. So I'll address those one at a time.

19 The first one is network terminating wire.
20 Approximately 40% of the homes our network passes are
21 multiple dwelling units, MDUs we call them. Obviously
22 this is an important -- very important part of our
23 market. There is no practical solution that provides
24 MediaOne with an opportunity to utilize its cable
25 facilities within MDUs to deliver telephone service.

1 For that reason, reasonable access to BellSouth's
2 terminating wire, network terminating wire, is
3 essential to our effort to bring the benefits of local
4 competition to MDU residents.

5 Additionally, coordinating a new
6 installation with a customer is a very difficult thing
7 to do. Adding a third party to this effort in the
8 form of a BellSouth technician, which the BellSouth
9 proposal requires, makes the process virtually
10 unworkable.

11 More importantly, it makes the entire
12 process and experience for the customer more complex
13 and reduces the attractiveness of a competitive offer.
14 Because BellSouth does not provide reasonable access
15 to its network terminating wire, we serve very few
16 MDUs today. Mr. Beveridge will discuss the specific
17 drawbacks with BellSouth's network terminating wire
18 proposal.

19 He will also describe MediaOne's proposal
20 which resolves those problems and provides a level
21 playing field for all local competitors.

22 The second issue is calling name, or CNAM,
23 query price. MediaOne provides Caller ID to every one
24 of its customers. CNAM database provides us with the
25 name associated with the telephone number of the party

1 calling a MediaOne customer. With that information we
2 can provide our customers with the name of the calling
3 party. We can get this information only from
4 BellSouth's CNAM database. Though BellSouth does
5 provide access to its CNAM database, we do have a
6 couple of issues.

7 First, BellSouth argues that the PSC should
8 not consider the CNAM database as an unbundled network
9 element. That implies that BellSouth could choose not
10 to offer CNAM access to its competitors. It also
11 suggests that BellSouth can set the price for access
12 to that database at whatever level it chooses, and
13 they have proposed a price we think is excessive. In
14 fact, this price could cost us more than \$2 per
15 customer per month.

16 We believe that the Commission should
17 determine that access to the CNAM database is an
18 unbundled network element which BellSouth is obliged
19 to make available to its local competitors and which
20 BellSouth must price at cost plus a reasonable profit.
21 Mr. Maher will discuss this issue in greater detail.

22 The third item is ISP compensation. The
23 issue of appropriate compensation to be paid to a LEC
24 for terminating calls to an Internet Service Provider
25 has been debated at great length before many state

1 commissions and the FCC. Recently, the FCC issued a
2 decision holding that calls to ISPs are
3 jurisdictionally interstate. Most ILECs, including
4 BellSouth, have argued that this decision precludes
5 the state commissions from treating calls to ISPs as
6 local traffic for reciprocal compensation purposes.
7 Our attorneys tell me they disagree with that
8 contention and they will argue our position in briefs
9 they will submit in this proceeding. I will leave
10 that to them.

11 I only know that a call placed to an ISP
12 looks to us just like a local call, and gives rise to
13 the same costs. So I believe they should be treated
14 like local calls in determining appropriate reciprocal
15 compensation.

16 **MR. GRAHAM:** Thank you. If that concludes
17 your summary, I will ask, Commissioner Deason, that
18 the testimony be entered into the record as read.

19 **COMMISSIONER DEASON:** Without objection, it
20 shall be so inserted.

21

22

23

24

25

1 INTRODUCTION AND SUMMARY

2 Q. Please state your name, position and business address.

3 My name is Gary Lane. I am the Vice President for Telephony Operations
4 for the National Markets Group of MediaOne. My business address is
5 9785 Maroon Circle, Englewood, CO 80112.

6 Q. Please describe your current responsibilities for MediaOne.

7 A. I have overall responsibility for MediaOne's local telephony operations in
8 Florida, Virginia, and Minnesota. I oversee the planning and
9 implementation work necessary to launch local telephony service, as well as
10 the marketing and operations aspects of providing service once we have
11 completed the launch. To date, the National Markets Group has begun to
12 provide local telephony in Jacksonville and Pompano Beach in Florida, and
13 in the Richmond, Virginia, area; we are in the process of planning our
14 service launch in Minnesota.

15 Q. What is the purpose of your testimony?

16 A. In my testimony –

17 I will provide an introduction and overview of MediaOne and its
18 operations in the State of Florida.

19 I will generally describe the issues raised by this proceeding, summarize
20 MediaOne's view of those issues, and identify the witnesses who will testify
21 on its behalf.

22 Finally, I will provide more detailed testimony on six issues:
23 the impact of BellSouth's position regarding unbundled network
24 terminating wire;

1 the need for additional performance measurements in the Interconnection
2 agreement;
3 the need for performance incentives in the Interconnection Agreement;
4 the need for expanded audit provisions;
5 reciprocal compensation for ISP traffic; and
6 the pricing of CNAM database access.

7 Q. Please describe MediaOne.

8 A. MediaOne is the third-largest provider of broadband services in the United
9 States, providing video services to over 5 million subscribers nationally.
10 Over the past year, MediaOne has begun to provide local telephone service
11 in California, Georgia, Massachusetts, Virginia, and right here in Florida.;
12 we will expand that service to additional states in the future. At the end of
13 1998, MediaOne was serving over 10,000 residential telephone customers.
14 We also provide high speed Internet access ("HSD") service in many areas.
15 MediaOne is in the process of a nation-wide capital program to upgrade its
16 network to a 750 MHz system capable of carrying expanded video service,
17 local telephone service, and two-way HSD over the same hybrid-fiber
18 coaxial cable system. This enables MediaOne to provide facilities-based
19 local telephone services, and we will be one of the very few to target
20 residential customers.
21 As a facilities-based provider of telephony service, MediaOne needs little
22 from the incumbent local exchange providers. We must interconnect with
23 the incumbents on reasonable terms, including reciprocal compensation for
24 the exchange of traffic. We must have access to certain operations support

1 systems and functions. And, in the case of BellSouth, we must have
2 reasonable access to the telephone wiring under BellSouth's control within
3 multiple dwelling units. These interconnection needs are vital to
4 MediaOne's ability to give Florida consumers a choice of local telephone
5 providers.

6 Q. Please describe MediaOne's operations in Florida.

7 A. MediaOne's systems provide video services to approximately 550,000
8 subscribers in Jacksonville and Naples, and in Dade and Broward Counties.
9 We also provide local switched telephone services to residential customers
10 in Jacksonville, and in the Pompano Beach area.

11 UNBUNDLED NETWORK TERMINATING WIRE

12 Q. You indicated that BellSouth's UNTW proposal impacts MediaOne's
13 ability to provide telephone service to MDU residents. How is that?
14 Put simply, BellSouth's UNTW proposal effectively precludes MediaOne
15 from serving MDU residents. Greg Beveridge will describe the difficulties
16 with BellSouth's position in some detail. From my perspective, however,
17 its most significant shortcoming is that it requires the dispatch of a
18 BellSouth technician - at MediaOne's expense - every time MediaOne
19 wants to get access to UNTW. This obviously drives up our costs, and
20 particularly so in relation to BellSouth, which does not have to pay for the
21 services of a MediaOne technician when it provisions service to an MDU
22 resident.

23 Even worse, because we must have a BellSouth technician present to
24 provision service, we must coordinate the presence of our technician, the

1 customer, and BellSouth's technician, over whom we have no control. It
2 simply is not workable.

3 As a result of these problems, MediaOne cannot serve the residents of
4 MDUs in the areas in which it now provides local telephone service.

5 Is that a substantial portion of the market?

6 A. Yes, it is. In Jacksonville, MDUs constitute 37% of the homes passed by
7 our system; in Pompano Beach, they are 47% of homes passed. Until we
8 can get reasonable access to NTW, these consumers will be denied an
9 alternative to BellSouth.

10 ADDITIONAL PERFORMANCE MEASUREMENTS

11 Q. Why does MediaOne believe the Interconnection Agreement should
12 contain performance measurements in addition to those it already has?

13 A. Attachment 10 to the proposed Interconnection Agreement contains the
14 performance measurements BellSouth has agreed to. These performance
15 measurements are fine, as far as they go, but they do not include all the
16 standards and measurements critical to facilities-based carriers, like
17 MediaOne, for the successful implementation of LNP. The BellSouth
18 proposal has the following specific shortcomings:

19 BellSouth proposes to measure local number portability (LNP) provisioning
20 only in the context of a customer conversion associated with the purchase
21 of unbundled loops by an alternative local exchange carrier (ALEC). As a
22 facilities-based carrier, MediaOne does not purchase unbundled loops, so
23 the measurement proposed by BellSouth would not apply to us. We need
24 a performance measurement that addresses standalone LNP conversions.

1 As proposed by BellSouth, the Firm Order Commitment (FOC) function of
2 the Ordering category does not clearly include FOCs on order for LNP.
3 Nearly all of the customers who subscribe to MediaOne service want to
4 retain their current telephone numbers. Thus LNP provisioning is essential
5 to the successful provisioning of MediaOne service in the vast majority of
6 cases. Without an FOC, MediaOne cannot properly schedule service
7 provisioning. For that reason, the Ordering category of the performance
8 measurements must clearly establish that a timely FOC response includes
9 responses to standalone LNP orders – a function vital to MediaOne.

10 The Provisioning category needs several additional measurements
11 addressing the following matters:

12 Notification to NPAC concurrent with the return of the FOC to
13 MediaOne. Once NPAC has received the FOC authorizing the porting of
14 a number, it allows only 18 business-hours to complete the porting of the
15 number, or we must re-start the process, thereby possibly delaying service
16 to our customer. If BellSouth does not return the FOC to MediaOne at
17 the same time the number is authorized for porting, MediaOne will not
18 know that the 18-hour “clock” has started running. It is thus essential that
19 we receive the FOC concurrent with the NPAC; otherwise, MediaOne will
20 lose irreplaceable time in completing its part of the porting process. The
21 Interconnection Agreement should require BellSouth to measure its
22 performance in completing this function.

23 Update of the BellSouth Local Service Management System (LSMS) within

1 15 minutes. Once a customer's service has been moved from BellSouth to
2 MediaOne, the customer will be unable to receive calls until BellSouth has
3 completed the port activation. It is thus vital to MediaOne to have the
4 activation completed in a timely manner to minimize the time the customer
5 is out of service. The industry standard for completing this process is
6 within 15 minutes after a number has been ported, and the Interconnection
7 Agreement should include a performance measurement reflecting that
8 standard.

9 General availability of the LSMS system. If LSMS does not work properly,
10 LNP will not function. Given the critical nature of this system, its
11 availability should be the subject of a separate performance measurement.

12 Timely advance notice of LNP system maintenance requirements.

13 Recently, BellSouth provided MediaOne with seven days' notice that the
14 LNP system would be "down" for a period of time to perform routine
15 maintenance activities. MediaOne provisions service on an eight-day
16 schedule; receiving only seven days' notice disrupted that provisioning
17 cycle, forcing us to re-schedule a number of customers. The
18 Interconnection Agreement should require BellSouth to give us at least
19 thirty days' notice of such scheduled outages.

20 The performance measurements proposed by BellSouth do not include
21 Provisioning Trouble reports in connection with LNP-only orders.

22 BellSouth thus would not measure its performance in provisioning LNP for
23 facilities-based carriers such as MediaOne. This measurement needs to be

1 added.

2 Without these additional measurements, MediaOne cannot know whether
3 BellSouth is appropriately performing its obligations under the
4 Interconnection Agreement.

5 PERFORMANCE INCENTIVES

6 Q. Why must the Interconnection Agreement include performance incentives?

7 A. In the typical commercial relationship, both parties have an interest in
8 performing. For example, if I rent an apartment, I have an interest in
9 paying the rent, so that I will continue to have the use of the apartment;
10 my landlord, on the other hand, has an interest in maintaining the
11 apartment and allowing me to use it, so that I will continue to pay the rent.
12 Given these mutual incentives, both parties will likely perform their
13 obligations.

14 The Interconnection Agreement at issue in this proceeding is – to state the
15 obvious – not a typical commercial relationship. MediaOne certainly has
16 an incentive to fulfill its end of the bargain: by doing so, it obtains access
17 to facilities and services it needs to stay in business. But BellSouth has no
18 such incentive. By providing facilities and services to MediaOne, BellSouth
19 gives MediaOne the wherewithal to compete successfully in the local
20 marketplace, thereby taking business from BellSouth. BellSouth thus has a
21 disincentive to fulfill its obligations under the Interconnection Agreement.
22 Indeed, absent legal compulsion, BellSouth would never agree to an
23 Interconnection Agreement with any ALEC.

1 I do not mean to suggest that BellSouth would deliberately set out to
2 violate the Interconnection Agreement. But when performing its
3 obligations under that agreement hurts BellSouth (by enabling MediaOne
4 to compete successfully for its customers), those charged with that
5 performance will do the minimum they can get away with. To think
6 otherwise ignores human nature.

7 Q. What position has BellSouth taken on performance incentives?

8 A. BellSouth refuses even to discuss them. BellSouth must believe it should
9 be allowed to perform as poorly as it wants, with no consequences.

10 Q. What sort of performance incentives does MediaOne propose?

11 A. To provide BellSouth an incentive to perform its obligations, the
12 Interconnection Agreement must include performance incentives in the
13 form of monetary penalties for performance that does not meet the
14 performance measurements. Other states have recognized that monetary
15 incentives are the only effective enforcement mechanism in these
16 circumstances. They typically apply a "two-tier" program of liquidated
17 damages, including payments for the ILEC's failure to perform a specific
18 function in a timely manner and payments for its failure to meet
19 performance standards over a given period of time. The incentive
20 payments should be specific to each of the performance measurements, and
21 perhaps vary depending on the severity of the specific shortfall or pattern
22 of shortfalls. Above all, the incentives should be set at a level high enough
23 so that BellSouth cannot simply treat them as a cost of doing business; the
24 incentives must have real teeth.

1 Q. Why has MediaOne presented no specific proposal for performance
2 incentives?

3 A. First, because BellSouth refuses to discuss the issue, we have had no
4 opportunity to explore the issue with them so as to come up with
5 reasonable alternatives. More important, the area of performance
6 incentives is an emerging issue in ILEC-ALEC relations. MediaOne and
7 its ALEC counterparts have been working with regulatory commissions in
8 other states to develop a reasonable program of performance incentives,
9 but no such program is in place yet, so far as I am aware. When we have
10 such a program, we would hope - with the Commission's support - to bring
11 it to Florida. Without performance incentives, bringing the benefits of
12 effective competition to Florida consumers will be that much more difficult
13 and uncertain. For purposes of this proceeding, our Interconnection
14 Agreement with BellSouth could provide simply that the parties will
15 incorporate any program of performance incentives that this Commission
16 (or the FCC) finds appropriate in a subsequent proceeding.

17 EXPANDED AUDIT PROVISIONS

18 Q. What audit rights does the proposed Interconnection Agreement give
19 MediaOne?

20 A. As proposed by BellSouth, the Interconnection Agreement would give
21 MediaOne only very limited audit rights. We would have only the right to
22 audit the bills BellSouth sends us for services provided under the
23 Agreement. That is insufficient.

24 Q. What additional audit rights does MediaOne want?

1 A. MediaOne should have the right to audit any Interconnection Service,
2 Ancillary Service (such as database access and usage) or additional function
3 (such as the LNP process for moving a customer from BellSouth to
4 MediaOne) provided or performed by BellSouth under the Interconnection
5 Agreement. BellSouth's performance in all these areas is critical to
6 MediaOne's ability to develop and maintain a viable market presence.
7 Limiting MediaOne's audit rights to the bills rendered by BellSouth leaves
8 many aspects of BellSouth's performance without adequate oversight. It
9 would force MediaOne to use the Agreement's dispute resolution
10 procedures when less drastic measures would otherwise suffice. Without
11 the right to audit BellSouth's total performance under the Agreement,
12 MediaOne cannot determine with certainty that BellSouth has fulfilled its
13 obligations, and that may force us to use the dispute resolution procedures
14 just so we can find out. That cannot be an efficient use of MediaOne's
15 resources, or of BellSouth's.

16 Q. Has BellSouth provided an explanation for their refusal to expand the audit
17 provisions?

18 A. Though BellSouth has granted greater audit rights in other agreements, it
19 refuses to grant them to MediaOne. BellSouth contends that MediaOne
20 can use the raw data BellSouth will provide to measure BellSouth's
21 performance and then use the dispute resolution provisions of the
22 Agreement to enforce the Agreement. That simply makes no sense; it is
23 not a proper use of dispute resolution procedures.

1 RECIPROCAL COMPENSATION FOR ISP TRAFFIC

2 Q. How do the stipulation and the Interconnection Agreement treat reciprocal
3 compensation for local traffic?

4 A. The 1996 Act requires interconnected carriers to compensate one another
5 for terminating traffic. That is, if a subscriber to carrier A originates a call
6 to a subscriber of carrier B, carrier B provides the termination that
7 enables the call to reach its destination. The 1996 Act requires carrier A
8 to compensate carrier B for that use of carrier B's network. Both the
9 stipulation and the proposed Interconnection Agreement obligate
10 MediaOne and BellSouth to compensate one another in just this fashion
11 for the termination of one carrier's local traffic over the network of the
12 other.

13 Q. What is ISP traffic?

14 A. ISP traffic is the calls placed by BellSouth customers to Internet service
15 providers (ISPs) served by MediaOne. A customer reaches an ISP by using
16 a computer to dial the ISP's local number; the ISP's equipment answers the
17 call, reads the customer's name and password, and then connects the
18 customer to the Internet.

19 Q. How, in MediaOne's opinion, should ISP traffic be categorized?

20 A. For purposes of our network and services, ISP traffic is no different than
21 any other call to a local number. It looks like local traffic to us, and we
22 believe it should be treated as such for purposes of reciprocal
23 compensation.

1 Q. How does BellSouth designate ISP traffic?

2 A. BellSouth takes the position that ISP traffic is inherently interstate because
3 the Internet is interstate. For that reason, BellSouth has refused to pay
4 MediaOne any compensation for terminating calls placed by BellSouth
5 customers to ISPs served by MediaOne, and it proposes to have the
6 Interconnection Agreement expressly preclude such payments, at least until
7 the issue is resolved in some "final" manner.

8 Q. Why does MediaOne believe ISP traffic should be considered local?

9 A. As I stated, calls to ISPs look for all the world like local calls to us. The
10 customer's computer dials a local number and then is connected to the
11 ISP's equipment. At that point, a local telephone call has been completed,
12 just as any other local call. What the ISP does after that should have no
13 impact on that basic fact.

14 Q. Is that not also the case with an ordinary long distance call?

15 A. No. When a customer places a long distance call, the customer is never
16 connected to the long distance provider's local equipment; the call is not
17 completed until it is answered at the distant location. In the case of ISP
18 traffic, the call is answered locally by the ISP's equipment.

19 Q. Do local exchange carriers ordinarily compensate one another for
20 delivering interstate traffic to the long distance providers?

21 A. Yes. If a MediaOne customer in Jacksonville places an interstate call,
22 MediaOne delivers that call to the BellSouth tandem; BellSouth then
23 delivers the call to the point of presence of the caller's long distance

1 provider. MediaOne and BellSouth each bill their portion of the
2 originating switched access charges to the long distance provider; BellSouth
3 receives compensation because BellSouth "terminated" the call to the long
4 distance provider. (In some cases, the incumbent bills the entire amount,
5 and then pays the ALEC its share of the charges.) Unfortunately, this
6 model does not work for ISP traffic because the FCC has held that local
7 exchange carriers may not impose access charges on ISPs. Therefore,
8 unless MediaOne receives reciprocal compensation from BellSouth, it will
9 receive no compensation at all for terminating ISP traffic.

10 CNAM DATABASE QUERIES

11 Q. What is the CNAM Database?

12 A. The Calling Name (CNAM) Database furnishes the name to associate with
13 a calling number, so that local provider can include the name of the calling
14 party as part of the Caller ID feature. The incumbents, including
15 BellSouth, generally provide access to their CNAM Databases to other
16 local providers. MediaOne will utilize BellSouth's CNAM database here in
17 Florida.

18 Q. What does BellSouth propose to charge MediaOne for CNAM access?

19 A. BellSouth proposes to charge MediaOne 1.6 cents per CNAM query.

20 Q. Is that a reasonable price?

21 A. We do not know. We have never seen any cost or other data to justify this
22 price. In Georgia, BellSouth has been charging MediaOne only \$50 per
23 1,000 lines per month, which works out to about 5 cents per line per
24 month. Given that our customers typically receive several calls a day, this

1 pricing is obviously a tiny fraction of 1.6 cents per query. I should point
2 out that BellSouth is attempting to increase its charge to 1.6 cents per
3 query in our interconnection negotiations in Georgia.

4 Q. What price should the Commission require BellSouth to charge?

5 A. Obviously, we would prefer the pricing scheme BellSouth currently has in
6 place in Georgia, but I cannot say that is a reasonable price. Unless the
7 Commission requires BellSouth to prove the cost of providing CNAM, it
8 will have no way of determining whether BellSouth's proposal is
9 reasonable, or what would be a reasonable price for this service.

10 SUMMARY AND CONCLUSION

11 Q. If MediaOne prevails on the issues raised in this proceeding, how will that
12 affect Florida's telephone consumers?

13 A. If the Commission rules in MediaOne's favor on these issues, I believe we
14 will begin to fulfill the promise of the Telecommunications Act of 1996.
15 MediaOne can bring the benefits of local competition - real competition -
16 to Florida consumers. We do not need much from BellSouth to be able to
17 do this, but we must have what we have requested in this proceeding.
18 Without it, local, residence competition faces a long, difficult and uncertain
19 road in Florida.

20 Q. Does this conclude your testimony?

21 A. Yes.

1 **MR. GRAHAM:** Thank you.

2 **COMMISSIONER DEASON:** And this witness has
3 no prefiled exhibits?

4 **MR. GRAHAM:** That's correct.

5 **COMMISSIONER DEASON:** You tender the witness
6 for cross?

7 **MR. GRAHAM:** We do.

8 **COMMISSIONER DEASON:** Mr. Carver.

9 **MR. CARVER:** We have no questions.

10 **COMMISSIONER DEASON:** Staff.

11 **MR. FORDHAM:** No questions, Commissioner.

12 **COMMISSIONER DEASON:** Commissioners,
13 questions? Commissioner Clark is going to check real
14 quick like.

15 **MR. GRAHAM:** No hurry.

16 **COMMISSIONER CLARK:** If nobody has any
17 questions, why didn't we stipulate the testimony?

18 **COMMISSIONER JACOBS:** Who is the gentleman
19 you indicated would walk us through particularly the
20 network terminating wire issue?

21 **WITNESS LANE:** Mr. Beveridge.

22 **COMMISSIONER JACOBS:** Beveridge. Okay.

23 **COMMISSIONER CLARK:** Let me ask you a
24 question with respect to the FCC's order on, I guess,
25 it was a Declaratory Ruling having to do with the ISP

1 traffic. Do you know, is that a final order and has
2 it been appealed, do you know?

3 **WITNESS LANE:** I do not know. I do not
4 know.

5 **COMMISSIONER CLARK:** All right.

6 **COMMISSIONER DEASON:** Well, let me ask
7 another question on this and maybe one of the
8 following witnesses could add more to that.
9 Hypothetically, if the Commission were to determine
10 that there were -- was not to be treated as local,
11 that is ISP traffic would not be considered local for
12 compensation purposes, how do we measure such traffic
13 so it can be excluded from that compensation process?

14 **WITNESS LANE:** Well, the traffic --
15 virtually all traffic can be measured in the network
16 as it passes through the various network elements, and
17 specifically switches, so I think that can be done.

18 **COMMISSIONER DEASON:** So we can measure the
19 traffic that is terminated to an ISP? That can be
20 done?

21 **WITNESS LANE:** Yes. That's being done
22 today, every day, specifically for reciprocal
23 compensation purposes as we look at local traffic, and
24 it's also done for interexchange access purposes.

25 **COMMISSIONER DEASON:** But if you're going to

1 segregate that out -- so you're saying that it can
2 readily be identified and segregated?

3 **WITNESS LANE:** Yes.

4 **COMMISSIONER DEASON:** Okay.

5 **COMMISSIONER CLARK:** Let me ask a question.

6 Is the issue of audit rights still in contention?

7 **WITNESS LANE:** I'm sorry. I can't answer
8 that question.

9 **MR. GRAHAM:** No, ma'am. That's been
10 resolved by the parties.

11 **COMMISSIONER CLARK:** Okay.

12 **COMMISSIONER JACOBS:** What tariff would an
13 ISP purchase from?

14 **WITNESS LANE:** I'm sorry?

15 **COMMISSIONER JACOBS:** Which of your tariffs
16 would an ISP purchase from?

17 **WITNESS LANE:** It would purchase from the
18 same tariff that any local exchange provider has on
19 record.

20 **COMMISSIONER CLARK:** It's a business tariff,
21 isn't it?

22 **WITNESS LANE:** Yes.

23 **COMMISSIONER CLARK:** It's a business --

24 **WITNESS LANE:** Oh, I'm sorry. If you mean
25 business or residence, yes, it's a business.

1 **COMMISSIONER JACOBS:** But it's also a local?

2 **WITNESS LANE:** Yes.

3 **COMMISSIONER JACOBS:** You also provide -- do
4 you provide any other long distance or any other
5 multi-state services?

6 **WITNESS LANE:** We are not providing that
7 today.

8 **COMMISSIONER JACOBS:** If you were, would --
9 an ISP would still buy from this tariff, correct?

10 **WITNESS LANE:** Yes. They could actually buy
11 from both tariffs depending upon what service they
12 were purchasing. If they were purchasing local
13 service, they would purchase, of course, from the
14 business tariff, but they would buy local service
15 based upon the local tariff and --

16 **COMMISSIONER JACOBS:** Buy separate?

17 **WITNESS LANE:** Yes.

18 **COMMISSIONER CLARK:** I just have to
19 indicate, my testimony was missing Page 13 and I would
20 assume you will make sure that whatever the court
21 reporter has, has Page 13.

22 **MR. GRAHAM:** Thank you. We will certainly
23 do that.

24 **COMMISSIONER CLARK:** I have another
25 question. If -- for ISP traffic, they purchase a

1 business line, a local business line, and you are the
2 provider. If it's your customer, you're the provider
3 of that line.

4 **WITNESS LANE:** Of the local business line,
5 yes.

6 **COMMISSIONER CLARK:** Right. And then once
7 it gets to the ISP's terminal they can then send it
8 out over their lines?

9 **WITNESS LANE:** If they have -- well, yes, if
10 they have network to do so. They might logically send
11 it back to a LEC switching office for other switching
12 or other transmission, that could happen, depending
13 upon the routing of the traffic.

14 **COMMISSIONER CLARK:** But, in effect, by
15 saying that that call from an end user to the ISP end
16 server, the FCC has said that is interstate, is that
17 correct, if it goes to an ISP end server, because
18 generally those sites that it would visit will not be
19 local?

20 **WITNESS LANE:** Well, there are components of
21 the entire transmission that would cross -- that could
22 cross interstate boundaries; interstate boundaries and
23 local boundaries. And it really all depends upon who
24 is calling and where the server is that is associated
25 with the ISP provider. It really all depends upon

1 those things.

2 **COMMISSIONER CLARK:** Well, what I understand
3 the FCC has said is because what takes place after it
4 reaches the ISP provider would not be local. And in
5 some instances, and I think they say in the majority
6 of instances it will not be local, then it's
7 interstate, even the call to the ISP provider.

8 **WITNESS LANE:** I believe that's what they've
9 said, yes.

10 **COMMISSIONER CLARK:** Are you then considered
11 a provider of interstate service because you provide
12 that line?

13 **WITNESS LANE:** I can't answer that
14 officially. My opinion is we're not, simply because
15 we provide no interstate service at all. We provide
16 only local exchange service.

17 **COMMISSIONER CLARK:** Well, I guess my
18 question is, if the FCC concludes that that call from
19 the end user to the ISP is, in fact, an interstate
20 call, then aren't you an interstate service provider?
21 Regardless of what you think it should be, based on
22 their conclusion, doesn't that mean that it is
23 interstate service?

24 **WITNESS LANE:** If you base it on their
25 conclusion, yes, that has to be correct. Yes.

1 **COMMISSIONER JACOBS:** Help me understand
2 this. You provide the ISP that line. When it reaches
3 their point of presence, the ISP's point of presence,
4 it goes into the Internet backbone. Do you own that
5 backbone?

6 **WITNESS LANE:** No.

7 **COMMISSIONER JACOBS:** Okay. What happens in
8 terms of hand shaking at the point that you hand off
9 the Internet provider's traffic that you've taken at
10 local level into the backbone? What has to happen
11 there in terms of security measures; in terms of all
12 the other things that have to happen when you take
13 that traffic and deliver it to someone else?

14 **WITNESS LANE:** I'm really not very well
15 qualified to answer that question.

16 **COMMISSIONER JACOBS:** Okay. Is there
17 someone else that might answer that?

18 **WITNESS LANE:** I can't answer that as well.

19 **COMMISSIONER JACOBS:** Okay.

20 **COMMISSIONER DEASON:** Redirect.

21 **MR. GRAHAM:** No redirect. Thank you very
22 much.

23 **COMMISSIONER DEASON:** Okay. Very well.

24 There's no rebuttal testimony for this witness,
25 correct?

1 **MR. GRAHAM:** That's correct.

2 **COMMISSIONER DEASON:** Okay. Thank you,

3 Mr. Lane. You're excused.

4 (Witness Lane excused.)

5 **MR. GRAHAM:** MediaOne would like to call as
6 its next witness Mr. Greg Beveridge.

7 **COMMISSIONER DEASON:** And we're going to do
8 direct and rebuttal?

9 **MR. GRAHAM:** Correct.

10 **COMMISSIONER DEASON:** Very well.

11 - - - - -

12 **GREG BEVERIDGE**

13 was called as a witness on behalf of MediaOne Florida
14 Telecommunications, Inc. and, having been duly sworn,
15 testified as follows:

16 **DIRECT EXAMINATION**

17 **BY MR. GRAHAM:**

18 **Q** Mr. Beveridge, can you state your name and
19 address for the record?

20 **A** Yes. My name is Greg Beveridge, Gregory J.
21 Beveridge. I'm vice president of technology strategy
22 for MediaOne. My business address is 188 Inverness
23 Drive West, Suite 200, in Englewood, Colorado. Zip is
24 80112.

25 **Q** Thank you. Can you describe for us your

1 current employment with MediaOne and some of your
2 experience in the telecommunications industry?

3 **A** Yes. I have 30 years total experience in
4 telecommunications beginning with the five years or so
5 in radio and television broadcasting. About 24 years
6 in the traditional telephone company and related
7 businesses. And the last year -- a little over a year
8 with MediaOne in Denver, Colorado.

9 **Q** And your current position with MediaOne is
10 what?

11 **A** I have the responsibility for technology
12 strategy, and that is basically the collection of work
13 that I do with regard to engineering strategy for our
14 domestic, within the United States, operations as they
15 need engineering strategy in advance of those
16 operating systems. I'm responsible for intellectual
17 property, patents, patent applications from the
18 Engineering Department. I provide support in a
19 variety of public policy matters, and also am
20 responsible for CLI; that is, leakage index, proof of
21 performance and emergency alert system, FCC compliance
22 matters throughout our operations.

23 **Q** Okay. You've prepared some direct written
24 testimony as well as rebuttal testimony in this
25 docket. Have you had a chance to review that

1 testimony?

2 **A** Yes, I have.

3 **Q** If I were to ask you those same questions
4 today as you were posed in that testimony, would you
5 respond in the same fashion?

6 **A** Yes, I will.

7 **Q** Okay. I ask you now to please provide a
8 summary of both the direct and rebuttal testimony.

9 **A** In my testimony I will discuss BellSouth's
10 proposal for the provision of unbundled network
11 terminating wire, or NTW; the problems that that
12 proposal presents to MediaOne; and MediaOne's
13 counter-proposal which resolves those problems and
14 creates a level playing field for all alternative
15 local exchange carrier, or ALEC, competitors.

16 BellSouth has proposed to install an access
17 cross-connect panel near the cross-connect panel that
18 interconnects BellSouth's distribution plant with
19 network terminating wire in MDUs where MediaOne is to
20 interconnect its distribution plant. A BellSouth
21 technician then uses a jumper wire to cross-connect
22 the access panel to the panel where BellSouth's
23 distribution facilities connect to the NTW. BellSouth
24 reserves the first NTW pair for its own use and agrees
25 to relinquish this first pair to a MediaOne customer

1 only if all spare pairs are in use and the end user
2 wants to change service from BellSouth to MediaOne.

3 BellSouth proposes a charge of \$171 for
4 first-time site preparation and connection of up to 25
5 NTW pairs. It would charge \$40.47 for every
6 subsequent site visit and 60 cents per month charge
7 for each NTW pair provided. Because only BellSouth
8 has access to its original cross-connect panel,
9 BellSouth must send a technician to reconfigure the
10 wiring at the MDU entrance in order to provision an
11 NTW pair to an ALEC.

12 When BellSouth provisions service for one of
13 its own customers in the MDU, it, however, does not
14 need to call out an ALEC technician even if it is
15 disconnecting a competitor's service. In contrast,
16 BellSouth's proposal means competitors must pay \$40.47
17 every time a new customer orders service after the
18 first site preparation visit since a BellSouth
19 technician must rearrange the jumper wires between the
20 cross-connects, or an ALEC can order NTW pairs for
21 every unit in the building, thereby reducing its
22 nonrecurring charges, but then it must pay BellSouth
23 60 cents per month for each pair whether or not the
24 pair is being used by a customer.

25 BellSouth's proposal also now requires a new

1 element in the living unit known as a condominium
2 network interface device, or NID. In order to
3 properly install this NID, the ALEC technician must
4 locate the first jack within a giving living unit and
5 reconnect the inside wiring to the NTW pair that
6 BellSouth allows the competitor to use. The jacks are
7 not labeled so the ALEC technician has no direct way
8 of knowing which is the first jack without removing
9 each jack, inspecting it, and testing it to
10 conclusively locate the first jack.

11 If BellSouth wins back the customer, it will
12 not have to go through this process because the ALEC
13 will have located the first jack, and because wiring
14 from the access CSX, or cross-connect facility,
15 through the network terminating wire is electrically
16 continuous to the jacks in that living unit.

17 In short, BellSouth's NTW proposal places
18 competitors at a serious disadvantage because it
19 forces ALECs to pay for BellSouth technicians to
20 perform work that serves no useful purpose or could be
21 performed by an ALEC. BellSouth's proposal would
22 substantially increase MediaOne's cost of
23 provisioning.

24 MediaOne's proposal, on the other hand,
25 would allow ALEC access to all NTW pairs without the

1 new intermediate cross-connect block proposed by
2 BellSouth and without the condominium NID. MediaOne
3 and all facilities-based ALECs would have equal access
4 to all NTW pairs on equal footing with BellSouth.

5 MediaOne's proposal eliminates the cost
6 disadvantage imposed on ALECs, eliminates the need to
7 coordinate technicians from two companies and
8 minimizes rearrangements inside living units, greatly
9 reducing inconvenience to customers.

10 Q Thank you. You also prepared some exhibits
11 for your direct and rebuttal testimony. Have you had
12 a chance to look at those?

13 A Yes, I have.

14 Q Would you make any changes to the exhibits
15 themselves?

16 A No, I would not.

17 Q Thank you very much. We've spoken this
18 morning about you demonstrating a short demo and I'd
19 like to ask for you to perform that right now.

20 **MR. GRAHAM:** Commissioners, it might make
21 more sense for Mr. Beveridge to come up here from a
22 viewing sense. You might be able to see it a bit
23 better.

24 **COMMISSIONER DEASON:** That's fine. As long
25 as he has access to a microphone.

1 **WITNESS BEVERIDGE:** I'm wearing a lapel
2 mike. I assume it's on. Can you hear me?

3 **COMMISSIONER DEASON:** Yes.

4 **WITNESS BEVERIDGE:** I will try not to
5 scratch the surface here once I get untangled.

6 Commissioners, what I am showing you right
7 now is an example of what a wiring closet would appear
8 in the typical case. And what we have on your left is
9 the terminal block labeled "MediaOne digital
10 telephone." In the middle it's labeled "MDU riser
11 cable," or NTW as we're calling it in this proceeding.
12 And on your right this is the ILEC outside plant
13 termination or distribution facilities terminal block.

14 So these three terminal blocks take
15 multi-pair cables, in this case from the riser or
16 house cable inside the building, from MediaOne's
17 distribution facilities, and in this case Bell South's
18 distribution facilities.

19 **COMMISSIONER DEASON:** Let me interrupt and
20 ask a question. If there is a multiple dwelling unit
21 that you currently do not provide service to, you have
22 no customers there, what facilities currently exist?
23 The two terminal blocks that are on my right side?
24 Those exist? Those are BellSouth facilities?

25 **WITNESS BEVERIDGE:** That's correct,

1 Commissioner.

2 **COMMISSIONER DEASON:** If you identify an MDU
3 which you wish to provide service, it is your
4 responsibility to install the terminal block on my far
5 left?

6 **WITNESS BEVERIDGE:** This block, yes. That's
7 correct.

8 **COMMISSIONER DEASON:** And you would have to
9 gain access into some type of a terminal room of some
10 sort at the facility that I assume that is owned by
11 the person that owns that MDU?

12 **WITNESS BEVERIDGE:** That's correct.

13 **COMMISSIONER DEASON:** Okay. Has that been a
14 problem for you to gain access to put in that terminal
15 block?

16 **WITNESS BEVERIDGE:** I can't answer that
17 question directly. Perhaps Mr. Lane can.

18 **COMMISSIONER DEASON:** Okay. Fine. Please
19 proceed.

20 **WITNESS BEVERIDGE:** Unfortunately, I'll have
21 to put this down in order to be able to perform the
22 simple operation of removing and installing a
23 cross-connect. What I will do is first remove the
24 cross-connect --

25 **COMMISSIONER DEASON:** Before you do that,

1 I'm going to take the liberty. I'm going to walk down
2 there and actually see you do the process. And,
3 Commissioners, I invite you to do the same if you
4 wish.

5 (Commissioner Deason, Commissioner Clark and
6 Commissioner Jacobs came forward to observe
7 demonstration.)

8 **WITNESS BEVERIDGE:** What I will do to begin
9 with is a simple example of removing the so-called
10 jumper wire, connecting a given pair for the outside
11 plant termination here on the BellSouth block from the
12 network terminating wire appearance on the center
13 block. Once I --

14 **COMMISSIONER DEASON:** Let me ask a question.
15 The incumbent LEC outside plant termination, is that
16 normally what you see in the big green boxes outside
17 by the street corner or is that located somewhere
18 else?

19 **WITNESS BEVERIDGE:** This would be inside a
20 wiring closet.

21 **COMMISSIONER DEASON:** Both of these would be
22 inside the wiring closet?

23 **WITNESS BEVERIDGE:** That's correct. So the
24 first operation would be to remove the end of the
25 jumper wire that presents the service from the

1 BellSouth block by simply gently lifting and removing
2 the pairs. There is no residue left and no wire
3 scraps. And then I would either remove it in this end
4 and run a new one, but in the sake of time for the
5 Commissioner, I had previously applied the punching on
6 this one for that customer and redressed the
7 cross-connect to the particular tip and ring
8 termination of the service provided by MediaOne. So
9 again, I have to make sure that it's in the right
10 place, take the wire pairs and dress them first, and
11 we'll say that it's No. 6 here. After trimming a
12 little of this access -- I don't have the trimming
13 tool with me. This tool has a sharp edge and a dull
14 edge and I face the sharp edge away from the wire pair
15 jumper. Simply apply it over the lug, and in one
16 operation, it's -- in a compression fashion the
17 insulation is stripped away automatically in that one
18 operation and it makes electrical contact. And dress
19 the wire in that and then in the associated ring
20 position in like fashion. And then I remove the
21 remaining insulated wire scrap and this cross-connect
22 is complete.

23 **COMMISSIONER DEASON:** Let me ask another
24 question. This connect -- this device here in the
25 middle of your demonstration exhibit, is that

1 considered property of BellSouth or is that inside
2 wire and belongs to the condominium owner or whatever
3 the facility might be.

4 **WITNESS BEVERIDGE:** It is the property of
5 BellSouth, as I understand it.

6 **COMMISSIONER CLARK:** Let me ask a question.
7 Is that true in other jurisdictions? If we followed
8 what the FCC said, would that, in fact, be considered
9 BellSouth property?

10 **WITNESS BEVERIDGE:** I believe it is
11 considered BellSouth property. In other
12 jurisdictions, you mean other states that we may
13 operate in? The rules vary, but in terms of this
14 termination itself, it's access rather than ownership.

15 **COMMISSIONER CLARK:** Let me put it this way.
16 Is this the minimum point of entry then in other --

17 **WITNESS BEVERIDGE:** This would be one form
18 of expression would be minimum point of entry or in
19 some jurisdictions minimum point of penetration, MPOP.

20 **COMMISSIONER CLARK:** Okay. If it is
21 considered minimum point of entry, then is this
22 considered inside wire?

23 **WITNESS BEVERIDGE:** In the case where it has
24 been officially designated as MPOE, yes.

25 **COMMISSIONER CLARK:** Okay.

1 **COMMISSIONER JACOBS:** Help me understand the
2 coordination issue that you brought up, i.e, what you
3 have to know what -- about what BellSouth has had
4 installed previously and how that has to coordinate
5 when you move to your block?

6 **WITNESS BEVERIDGE:** Before performing any
7 work we must, of course, know exactly which appearance
8 of network terminating wire represents the other end
9 of that customer's line. So, either with records,
10 with markings on the blocks, or in absence of any
11 records or markings, a test tone could be applied at
12 the particular apartment unit and then located easily
13 with ordinary techniques that are used on frames.

14 **COMMISSIONER JACOBS:** So you don't have to
15 go over here? You can determine that on this one?

16 **WITNESS BEVERIDGE:** I first need to
17 determine conclusively so that we don't interrupt
18 service to any other incorrectly -- to any other
19 customer -- that, in fact, it's the third punching or
20 the fifth punching and so forth. Then identifying
21 that cross, again, absent records, I can then identify
22 by trailing the jumper to which particular cable pair
23 terminates from the distribution facilities of
24 BellSouth. And then carefully remove first from that
25 end to avoid hazard to any service here and then run a

1 new cross-connect, as I've done, to our distribution
2 facility termination. So that's the sequence.

3 **COMMISSIONER JACOBS:** And that -- that's
4 right. This is BellSouth's property. So there
5 wouldn't be any kind of documentation residing on site
6 that would have that? That is pretty much always
7 going to be with the company?

8 **WITNESS BEVERIDGE:** There may be
9 documentation or at least markings. As you see here,
10 there is a space for writing and sometimes it's
11 legible, sometimes not, on the side here.

12 **COMMISSIONER JACOBS:** But it's not reliable?

13 **WITNESS BEVERIDGE:** I think good practice
14 would want to make sure that, in fact, it's that
15 customer's pair and confirm that.

16 **COMMISSIONER DEASON:** What is your
17 understanding of the procedure which would, under
18 BellSouth's interpretation, would be required by their
19 technician? What part of this process would that
20 individual have to perform?

21 **WITNESS BEVERIDGE:** My understanding is that
22 the process would be very similar. We assume the
23 existence of records, but if, in fact, the records are
24 not complete or not available for whatever reason,
25 they would be faced with much the same activity that I

1 just described.

2 **COMMISSIONER DEASON:** Well, would it be --
3 it would be necessary for there to be your technician
4 and a BellSouth technician on the premises at the same
5 time to perform this function?

6 **WITNESS BEVERIDGE:** No. For the case where
7 no records exist and I obtain access to the customer's
8 living unit, it's a simple matter for one technician,
9 either us or them, to apply test tone, locate that
10 appearance of that specific cable pair in the NTW, and
11 then perform all of the successive operations as I've
12 shown here.

13 **COMMISSIONER CLARK:** I don't think you've
14 really answered his question. Under their proposal,
15 they want their technician there to make that change
16 right there; is that correct?

17 **WITNESS BEVERIDGE:** Their proposal basically
18 requires yet another block that is not shown here in
19 this little demo unit that would wire out or
20 cross-connect with jumper wires only those pairs which
21 MediaOne has requested. And then -- so that requires
22 some physical activity, either on a per pair basis,
23 per visit with a BellSouth technician or on a block of
24 pairs. For example, 25 pairs could be wired out or
25 you could wire out the entire building for the

1 appropriate nonrecurring charges. Once that happens,
2 then we would then cross-connect from this new
3 intermediate block, which has those particular
4 customers' pairs wired out to this block. That would
5 be our access to our distribution facilities. So the
6 BellSouth proposal seeks to place another intermediate
7 terminal block, seeks to have a BellSouth technician
8 present, either on a group of pairs basis or on a per
9 pair basis if we choose to order them that way. And
10 then we would run cross-connects. So we would not
11 have access to all of the NTW pairs, only a selected
12 subset of those pairs on this new intermediate block.

13 **COMMISSIONER JACOBS:** You would be able to
14 bid for each one of those customers, but what this
15 intermediate block is, essentially, a capacity of how
16 you would offload; is that correct? In other words,
17 you're not restricted from which apartment you can go
18 and serve. It's just a matter of whether or not you
19 will have the capacity on this intermediate block. Is
20 that a fair statement?

21 **WITNESS BEVERIDGE:** That is a fair
22 statement. We do not have -- under BellSouth's
23 proposal, we do not have access for permission to run
24 cross-connects. This is the ideal situation that
25 MediaOne prefers.

1 **COMMISSIONER JACOBS:** Let me ask you this.
2 I can understand perhaps that there would be some
3 sensitivity to allow you access to theirs. And if I
4 understood you correctly, you have to disconnect from
5 theirs first before you can take from that one and go
6 to yours, right?

7 **WITNESS BEVERIDGE:** That's correct.

8 **COMMISSIONER JACOBS:** Do you -- is it
9 absolutely required that that physical wire has to be
10 pulled? Can something be done by BellSouth or by your
11 technician that simply disables that wire so if
12 they -- if it's your technician, they don't have to
13 actually go in and deal with their block, or does it
14 require that physical touching?

15 **WITNESS BEVERIDGE:** In order to make sure,
16 at the end of their facilities the typical would be to
17 remove the jumper at this location. While it is
18 possible to leave jumpers in place, having them loose
19 at one end would, in fact, present a potential
20 difficulty to either the line or other facilities. So
21 that's why -- and that's also why I removed it from
22 this end first in the case of MediaOne's preferred
23 arrangement.

24 **COMMISSIONER JACOBS:** Okay.

25 **MR. CARVER:** Commissioner Deason, if the

1 Commission has no further questions, can I ask my
2 first couple of cross exam questions here? Because I
3 think if you can look at this, maybe a couple of
4 clarifying questions would kind of give us a picture
5 of what I'm going to ask him about when we return to
6 our seats.

7 **COMMISSIONER DEASON:** Proceed. So it's okay
8 for us to continue to look while you ask your
9 questions?

10 **MR. CARVER:** Yes, sir. In fact, I prefer
11 that for the first few and then I will go back to my
12 set.

13 **COMMISSIONER DEASON:** All right.

14 **COMMISSIONER CLARK:** I want to ask a
15 question first. You skipped a step in there which I
16 don't understand. You said in order -- when you were
17 demonstrating it, you took it off there and put it
18 around yours, you said you skipped a step with respect
19 to the riser cable. What step was that that you
20 skipped?

21 **WITNESS BEVERIDGE:** Instead of running a
22 brand new wire -- punching it twice, I simply left
23 that one on because that was the customer's pair
24 appearance.

25 **COMMISSIONER CLARK:** But in actuality, you

1 would un --

2 **WITNESS BEVERIDGE:** Take it off here.

3 **COMMISSIONER CLARK:** Take it off there.

4 **WITNESS BEVERIDGE:** And take it off --

5 **COMMISSIONER CLARK:** What would you do with
6 it?

7 **WITNESS BEVERIDGE:** Then I would either
8 discard that jumper, because it's probably not long
9 enough for specific -- it's used in any case -- and
10 run a brand new jumper from this same customer
11 appearance that was just disconnected from BellSouth,
12 punching it down here and on our distribution
13 facilities, thereby establishing MediaOne service.

14 **COMMISSIONER CLARK:** Why don't you just take
15 it off there and leave it dangling from --

16 **WITNESS BEVERIDGE:** From here?

17 **COMMISSIONER CLARK:** Yes.

18 **WITNESS BEVERIDGE:** Because that would set
19 up a potential hazard. In other words, the wire could
20 be laying loose, come into contact with the ground or
21 some other pair. So, the safest thing is to remove
22 both and not have sort of open jumpers at both ends,
23 or at one end.

24 **CROSS EXAMINATION**

25 **BY MR. CARVER:**

1 Q Mr. Beveridge, my name is Phil Carver. We
2 met a little bit earlier in the day. And what I'd
3 like to do is ask you couple of questions while we're
4 all here around the exhibit, and then return to our
5 seats and I'll have some more. But first of all, what
6 I want to do is see if we can just understand the rest
7 of the architecture that surrounds this cross-connect
8 point. Now, let's assume for purposes of really all
9 the questions I'm going to ask you, that we're talking
10 about a multiple dwelling unit. In other words -- or
11 units. In other words, a facility where a number of
12 people live, a number of businesses do business,
13 whatever. Now, under the Commission's current
14 demarcation rule, the demarcation point between
15 network facilities and customer inside wire is at the
16 customer premise, correct?

17 A That's my understanding.

18 Q Okay. So, let's assume -- and this would be
19 either in a garden terminal or a wiring closet that is
20 somewhere other than the customer's facility?

21 A That's correct.

22 Q So, basically, let's assume that we're going
23 to trace through the path to a particular customer.

24 A Okay.

25 Q Okay. Let's say the unit is right here.

1 This is where the customer lives.

2 A Uh-huh.

3 Q The demarcation point where BellSouth
4 facilities end would be right here at the customer
5 premise, correct?

6 A That's correct. Just inside the unit.

7 Q So what we would have running into this
8 block are distribution facilities, in other words, a
9 sort of a cable, that belongs to BellSouth that would
10 connect into that block, correct?

11 A Correct.

12 Q Now, before you go into this, in other
13 words, when BellSouth is serving the customer, there
14 would be network terminating wire that BellSouth would
15 use to serve the customer that would run from that
16 block to the customer, correct?

17 A From the center block.

18 Q From the center block. And all of this is
19 part of BellSouth's network, correct?

20 A That's correct.

21 Q Now, under what you're contemplating, you
22 would run MediaOne facilities, that is distribution
23 facilities, into this block?

24 A Uh-huh.

25 Q And then you would use BellSouth's

1 terminating wire to get to the customer?

2 **A** That's correct.

3 **Q** Okay. So, in other words, what you're doing
4 is you're connecting into BellSouth's network and
5 using a portion of its facilities to get to the
6 customer?

7 **A** That's correct.

8 **Q** And under your proposal, MediaOne would do
9 this without a BellSouth technician being present to
10 see what you're doing to the BellSouth network?

11 **A** That's our proposal.

12 **Q** Okay. That's all I have for here. I can
13 ask the rest at my seat.

14 **A** Would you like me to leave this out?

15 **Q** Actually, if it's okay, I think Mr. Milner
16 would like to use it when he gets up and he has some
17 points to make too.

18 (Commissioners Deason, Clark and Jacobs
19 returned to their seats.)

20 **Q** **(By Mr. Carver)** Mr. Beveridge, just let me
21 know whenever you're settled in and I will ask you a
22 few more questions.

23 **COMMISSIONER DEASON:** Just a moment. We
24 were actually, I guess, concluding the summary phase.
25 I don't think that we've even inserted his testimony

1 in the record.

2 **MR. GRAHAM:** That's correct.

3 **COMMISSIONER DEASON:** So a few more
4 preliminaries, Mr. Carver.

5 **MR. CARVER:** I'm sorry.

6 **COMMISSIONER DEASON:** I know you're anxious,
7 but --

8 **MR. GRAHAM:** Commissioner Deason, at this
9 time I would I ask that the exhibits, as well as his
10 direct and rebuttal, be entered into the record.

11 **COMMISSIONER DEASON:** Okay. The direct and
12 rebuttal will be inserted into the record. The
13 prefiled exhibits attached to his Direct Testimony
14 will be identified as Exhibit 12, and the exhibits
15 attached to his Prefiled Rebuttal Testimony will be
16 identified as Exhibit 13. And I'll allow you to move
17 those exhibits after we conclude cross examination.

18 **MR. GRAHAM:** Thank you.

19 (Exhibits 12 and 13 marked for
20 identification.)

21

22

23

24

25

1 INTRODUCTION AND SUMMARY

2 Q: Please state your name and address.

3 A: My name is Greg Beveridge, and my business address is 188 Inverness
4 Drive West, Englewood, Colorado 80112.

5 Q: By whom are you employed and in what position?

6 A: I am employed by MediaOne, Inc. My job title is Vice President -
7 Technology Strategy. My responsibilities include development of the
8 engineering strategy for technology and the use of capital, the identification
9 of strategic projects in MediaOne Labs that support engineering methods
10 and new products, senior management oversight of FCC compliance
11 matters, and intellectual property/patents development.

12 Q: Please relate your experience in the telecommunications industry.

13 A: Since 1968, I have held a variety of positions in the telecommunications
14 industry, starting with television and radio broadcast transmitter operations
15 and maintenance for the U.S. Army during a tour in South Vietnam, and
16 five years in broadcasting subsequent to my military tour. I have spent 25
17 years in the telephone industry, first with U S WEST, and now with
18 MediaOne. In that time, I have worked in microwave radio engineering,
19 digital carrier system design and acceptance engineering, fiber optic system
20 design, architecture development, international business development,
21 competitive intelligence, and a variety of other sub-disciplines related to
22 network technologies. My current position involves technologies from both
23 the traditional cable television industry and the traditional telephone

1 industry. I have been published in a variety of trade magazines and IEEE
2 journals, represented U S WEST and MediaOne in various public policy
3 efforts to FCC and other governmental entities, and been part of senior
4 negotiating teams for various business efforts throughout the world. I have
5 also led various standards efforts in the industry that have resulted in new
6 national standards for telecommunications protocols (e.g., Zero Byte Time
7 Slot Interchange, ZBTISI, for Clear Channel Capability).

8 Q: What is the purpose of your testimony?

9 A: My testimony will describe the proposal BellSouth Telecommunications
10 (BellSouth) has advocated in its interconnection negotiations with
11 MediaOne for the provision of unbundled network terminating wire
12 (UNTW) in multiple dwelling unit (MDU) buildings. I will also describe
13 the problems BellSouth's proposal creates for competitive local exchange
14 carriers (CLECs) who wish to serve MDU residents. Finally, I will present
15 the proposal MediaOne has advocated in the negotiations and explain why
16 that proposal will create complete parity among all local exchange carriers
17 (LECs) who serve MDU residents, without jeopardizing any customer's
18 service.

19 BELLSOUTH'S INITIAL UNTW PROPOSAL

20 Q: Please describe BellSouth's UNTW proposal.

21 A: On August 17, 1998, BellSouth presented its proposal to provide UNTW as
22 an unbundled network element in a document entitled, "Unbundled
23 Network Terminating Wire - MediaOne Information Package." I have

1 attached a copy of that document to my testimony as Attachment 1. More
2 recently, BellSouth has presented specific contract language, which revises
3 their position in some respects. I have attached that document to my
4 testimony as Attachment 2. I believe a separate discussion of these two
5 proposals will better enable me to explain their shortcomings.

6 Q. How does BellSouth's initial proposal describe UNTW?

7 A. Referring to Attachment 1, BellSouth describes UNTW as a dedicated
8 transmission facility connecting BellSouth's loop distribution facilities to the
9 end-user premises in an MDU. The interconnection point between the
10 distribution plant and UNTW will usually be found in a wiring closet, a
11 garden terminal, or another type of cross-connect facility, and is typically at
12 a minimum point of entry (MPOE) to the building. BellSouth proposes to
13 provide UNTW circuits as non-designed 2- or 4-wire elements, without a
14 network interface device (Attachment 1, p. 4).

15 Q: How does BellSouth propose to provide UNTW?

16 A: BellSouth's initial proposal (Attachment 1) describes two "scenarios," a
17 "Wiring Closet Scenario" (Attachment 1, p. 5) and a "Garden Terminal
18 Scenario" (Attachment 1, p. 6); they are functionally identical. I will
19 describe the Wiring Closet Scenario; you might find it helpful to refer to
20 Attachment 3 to my testimony, which is taken directly from Attachment 1.
21 BellSouth proposes to install an "access" cross-connect panel (ACCESS
22 CSX) near the cross-connect panel that interconnects BellSouth's
23 distribution plant with the UNTW (BST CSX); the CLECs interconnect

1 their distribution plant to the ACCESS CSX. A BellSouth technician then
2 uses a cross-connect "jumper" wire to cross-connect the ACCESS CSX to
3 the BST CSX to provide the CLEC access to the appropriate UNTW pair.

4 Q: Are all UNTW pairs available to the CLECs?

5 A: No. BellSouth reserves a minimum of one pair, the "first" pair, for its own
6 use (Attachment 1, p. 4). BellSouth's initial proposal indicates it will
7 provide the first pair to a CLEC only if all "spare" pairs are in use and the
8 customer wishes to change service from BellSouth to the CLEC. It does
9 not indicate that BellSouth would surrender the first pair to enable a
10 CLEC to provide an additional line after it has displaced BellSouth for a
11 subscriber's primary line, thus implying that BellSouth would not make the
12 first pair available in that circumstance.

13 Q: What does BellSouth propose to charge for providing UNTW?

14 A: BellSouth proposes a charge of \$94 for "first time site preparation," which
15 apparently includes the connection of up to 25 UNTW pairs. Every
16 subsequent site visit to the same location would then incur a charge of
17 \$33.50. In addition, BellSouth would charge \$0.49 per month per UNTW
18 pair provided (Attachment 1, p. 10).

19 Q: Why does MediaOne object to BellSouth's initial UNTW proposal?

20 A: BellSouth's initial proposal is inefficient, costly, inconvenient to customers,
21 and it discriminates against the CLECs. It indeed makes a CLEC's use of
22 UNTW virtually impossible. Mr. Lane will explain how this proposal has
23 hindered MediaOne's efforts to market telephone service to MDU

1 residents.

2 Q: How does BellSouth's UNTW proposal hinder MediaOne's efforts to
3 market telephone service to MDU residents?

4 A: Only BellSouth has access to its original cross-connect (BST CSX). Under
5 BellSouth's proposal, provisioning a UNTW pair for a CLEC requires
6 BellSouth to send out a technician to reconfigure the wiring at or near the
7 building entrance. When BellSouth provisions service for one of its own
8 retail MDU customers, it has no need to call out a CLEC technician, even
9 if it is disconnecting CLEC service. Indeed, BellSouth can often provision
10 service without dispatching a technician; yet, its proposal would always
11 require the presence of a BellSouth technician, at CLEC expense, when the
12 CLEC provisions service.

13 Q. How would this proposal impede MediaOne's ability to serve MDU
14 customers?

15 A. The disparity between BellSouth's provision of UNTW to CLECs and its
16 own use of those facilities imposes significant and totally unnecessary
17 burdens on CLECs in at least three ways.

18 First, the CLEC must pay BellSouth every time BellSouth sends a
19 technician to provision a UNTW pair for the CLEC. The CLEC can
20 reduce these charges by ordering UNTW pairs to every unit in the
21 building, but it then must pay BellSouth \$0.49 a month for each pair,
22 whether it has a customer for that pair, or not. Moreover, because a
23 significant proportion of MediaOne's customers purchase two lines,
24 obtaining only one pair per MDU unit would still require MediaOne to pay

1 BellSouth for dispatching a technician in many instances. Obtaining two
2 UNTW pairs to each unit in an MDU (if they are available) doubles the
3 monthly cost to the CLEC, regardless whether it has any customers.

4 Alternatively, the CLEC can choose to order UNTW pairs only as it
5 acquires customers, but then it must pay \$33.50 every time (after the first
6 time) BellSouth dispatches a technician to rearrange the jumper wires
7 between the cross-connects. Either way, the CLEC's expenses are driven
8 up dramatically, and particularly so in comparison to BellSouth's.

9 Second, unless the CLEC chooses to pre-wire UNTW pairs to all units, it
10 will need to coordinate visits by its own technician and a BellSouth
11 technician to ensure that BellSouth has completed its work before the
12 MediaOne technician arrives, or else the service will not work. Given the
13 size of our service area, particularly in Jacksonville, merely coordinating
14 our technicians' schedules with our customers' is a significant task. If we
15 have to bring in a BellSouth technician as well, I fear it could become
16 impossible.

17 Finally, because this proposal does not include a network interface device
18 (NID), the CLEC must undertake the task of locating the "first" jack within
19 the unit - the point at which UNTW enters the unit. As I will explain
20 below, this is a significant task, and it would add significantly to the
21 CLECs' costs.

22 Q: You mentioned that BellSouth's initial proposal is inconvenient to
23 customers. Why is that?

1 A. Except in limited circumstances, BellSouth demands exclusive access to the
2 "first" UNTW pair. Therefore, when a CLEC wins an MDU customer, it
3 must reconnect the inside wiring within the unit to the particular UNTW
4 pair that BellSouth will allow it to use. In many MDUs, BellSouth has not
5 installed NIDs in the individual units, claiming that the demarcation point
6 between the UNTW and the inside wiring within the unit is behind the
7 "first" jack, the point at which UNTW enters the unit. In those cases the
8 CLEC technician must locate the first jack, disconnect the first UNTW
9 pair, and connect the CLEC pair.

10 Q: Is that a difficult task?

11 A: It can be very time-consuming. There is no practical way to know which is
12 the "first" telephone jack inside an end-user's premises: they are not
13 labeled. Since telephone inside wire typically takes the form of multipair
14 cable "looping through" all jacks, a jack-by-jack removal, inspection,
15 rewiring and repeated testing is the only conclusive way to determine
16 where the UNTW ends and the premises inside wire begins. I will
17 demonstrate this at hearing.

18 Q. Would BellSouth have to go through this exercise if it subsequently serves
19 a customer in that unit?

20 A. They will have to send a technician to the unit to rearrange the wiring,
21 though they will not have to locate the first jack, since the CLEC will
22 already have done that.

23 Q. Do these problems exist where BellSouth has installed a NID in each unit?

1 A. Unlike the first jack, a NID is readily identifiable, so the CLEC technician
2 would not have to locate the point of entry into the unit. But the CLEC
3 must still dispatch a technician to rearrange the wiring inside the unit - as
4 will BellSouth if it again serves a customer in that particular unit.

5 Q. Please summarize the defects in BellSouth's initial proposal.

6 A. BellSouth's initial proposal puts the CLECs at an enormous competitive
7 disadvantage as they attempt to serve MDU customers. First, the CLEC
8 must arrange and pay for the dispatch of a BellSouth technician to
9 rearrange the UNTW. Second, a CLEC technician must locate the first
10 jack in the unit and rearrange the wiring there. These tasks are not at all
11 necessary; they simply drive up the CLECs' costs and make it more difficult
12 for the CLECs to win customers in MDUs.

13 Q. Why do you say these tasks are unnecessary?

14 A. They serve no useful purpose. As I will explain below, CLEC technicians
15 are fully capable of rearranging UNTW without disrupting other customers'
16 service or otherwise harming BellSouth's facilities. And, if the CLECs can
17 use the first UNTW pair to serve an MDU customer, there is no need to
18 rearrange the wiring inside the unit. Ironically, BellSouth's initial proposal
19 does nothing to reduce BellSouth's costs when it regains the right to serve
20 an MDU unit. By retaining exclusive control of the first pair, BellSouth
21 avoids having to rearrange the UNTW (which takes only a few minutes),
22 but it still must dispatch a technician to rearrange the wiring within the
23 unit. The initial proposal thus simply drives up CLEC costs with no cost

1 benefit to BellSouth.

2 BELLSOUTH'S PROPOSED CONTRACT LANGUAGE

3 Q. How does BellSouth's contract language modify its initial proposal?

4 A. BellSouth's proposed contract language (Attachment 2) apparently differs
5 from its initial proposal in that it changes the circumstances in which
6 BellSouth will allow MediaOne to use the first UNTW pair, and it calls for
7 the installation of a NID in each MDU unit. I say "apparently" because
8 the first change may not have been intended and the second is a mirage.
9 Neither change does anything to correct the deficiencies of BellSouth's
10 initial proposal; indeed, I believe the proposed contract language
11 represents a step backward.

12 Q. How does the proposed contract language appear to change the criteria for
13 CLEC access to the first UNTW pair?

14 A. The proposed contract language (Attachment 2) addresses this issue in its
15 definition of "Spare Capacity or Spare Pair," which it defines as:

16 a pair that (1) is not the Provisioning Party's first pair or (2) is not
17 being utilized by the Provisioning Party [BellSouth] or by a third
18 party to provide an end user with working service or (3) is being
19 utilized by the Provisioning Party or a third party to provide an end-
20 user with service(s), but such service is subject to disconnect request
21 from the end user . . .

22 Because the three criteria are separated by the disjunctive "or," this passage
23 creates an implication that any pair meeting any of the criteria qualifies as

1 Spare Capacity and is thus eligible for provision to the "Requesting Party"
2 (MediaOne). If that was BellSouth's intent, however, the "first" pair would
3 become eligible for provision to MediaOne if it is not in use, or if the
4 service using it is subject to a disconnect request. But if BellSouth intends
5 to provide a first pair anytime it meets either criterion (2) or (3), there is
6 no reason for criterion (1), which implicitly affords the first pair some sort
7 of special treatment. I cannot discern from reading the contract language
8 when, if ever, BellSouth intends to allow MediaOne to use the first pair.
9 In any case, as I will explain below, MediaOne should have access to the
10 first pair any time it is available, that is, when it is not in use by BellSouth
11 or another CLEC.

12 Q. Please explain what the proposed contract language has to say about
13 installing a NID.

14 A: The proposed contract language states that whenever either party installs
15 UNTW in a new residential apartment complex, it will install NIDs
16 "incorporat[ing] plug and jack connectivity that facilitates an end user's
17 access to either or both carriers' services" (Section 6.4.2). This suggests
18 that the party installing UNTW should bear the responsibility for installing
19 NIDs. Yet, in existing MDUs in which BellSouth has not already installed
20 NIDs, MediaOne must install a NID (again with modular plug and jack
21 capability) whenever it wishes to serve a customer there (Section 4.1.1).
22 BellSouth does not explain why it should not be responsible for installing
23 NIDs in existing MDUs. After all, a NID in each unit is necessary only

1 because BellSouth demands exclusive (or near exclusive) access to the first
2 pair; MediaOne gets no benefit from it.

3 Q. How difficult is it to install a NID?

4 A. As described in the proposed contract language, it would be impossible.

5 As I mentioned, BellSouth defines the NID to include "modular plug and
6 jack and jack connectivity that facilitates an end user's access to either or
7 both carriers' services." BellSouth sometimes refers to this as a
8 "condominium" NID. Whatever they wish to call it, no such device exists.
9 If it did, it would be quite expensive, at least as described in the proposed
10 contract language.

11 Q. Why do you say that?

12 A. The proposed contract language includes a definition of "Network
13 Interface Device," which states that it "provides a protective ground
14 connection." Grounding provides protection against unplanned electrical
15 charges on the wiring, most obviously (and dangerously) from lightning
16 strikes. Premises wiring should be grounded at the MPOE, where it enters
17 the building; if that is done properly, there is no need to ground the
18 facilities at each unit. Incorporating into the NID a grounding capability
19 sufficient to protect against lightning strikes would be very costly.

20 Q. How difficult would it be to install NIDs?

21 A. Assuming the existence of a "condominium" NID, or the use of some other
22 type of NID, the installation process is simple in new construction and very
23 difficult in existing buildings. In a new MDU - where BellSouth agrees it

1 will install NIDs - NIDs can be installed when the building is wired, so the
2 technician will know where the wiring enters the unit. The installation
3 itself is not difficult. In an existing MDU - where BellSouth would require
4 MediaOne to install the NIDs - the technician must go through the
5 exercise of locating the first jack, as I described above.

6 Q. What benefit would MediaOne obtain from installing NIDs in existing
7 MDUs?

8 A. None.

9 Q. Would customers benefit from having NIDs installed in their apartments?

10 A. No. If the customer decides to change to a different LEC, the new LEC
11 will need to rewire the NID, forcing the customer to be home to give the
12 technician access to the premises, which most people find inconvenient.

13 Q. What if the customer has a "condominium" NID in their unit?

14 A. If such a device existed, it would still require the customer to unplug the
15 modular plug and plug it into the appropriate jack within the unit. None
16 of this is necessary.

17 Q. Why do you say that?

18 A. Because the new LEC can perform the necessary rearrangements to the
19 UNTW without ever entering the unit, and with no inconvenience to the
20 customer, if only BellSouth will permit it.

21 MEDIAONE'S UNTW PROPOSAL

22 Q: Please describe MediaOne's UNTW proposal.

23 A: Referring to Attachment 3, recall that, as BellSouth portrays its proposal,

1 both its distribution facilities and the UNTW terminate on the same "BST
2 CSX." That does not accurately portray the situation. In fact, the "BST
3 CSX" has two cross-connect "blocks" in close proximity, one for the
4 distribution facilities, and one for the UNTW; BellSouth provisions service
5 by connecting the two cross-connects with short "jumper" wires.

6 MediaOne's proposal, as depicted on Attachment 4, modifies BellSouth's
7 proposal in three respects:

8 First, we would separate the two cross-connects that constitute "BST CSX"
9 in BellSouth's proposal. (Depending on the physical configuration, this
10 might not require any actual rearrangement in some cases.)

11 Second, because the cross-connect on which the UNTW terminates is now
12 physically separate, it functionally becomes the "ACCESS CSX" for all
13 UNTW pairs. The additional cross-connect ("ACCESS CSX" on
14 Attachment 3) is no longer needed and is thus eliminated.

15 Third - and most important - all LECs have equal access to the "ACCESS
16 CSX," enabling all of them to provision service quickly, easily and on an
17 equal footing.

18 Q: How would they do that?

19 A: Assume an existing BellSouth customer. Referring to Attachment 4,
20 BellSouth provisioned that customer's service by connecting "BST CSX" to
21 "ACCESS CSX" by means of a cross-connect jumper wire. If CLEC-1 wins
22 that customer's business, its technician will simply disconnect BellSouth's

1 jumper, both at "BST CSX" and at "ACCESS CSX," and connect a new
2 jumper between "CLEC-1 CSX" and "ACCESS CSX," thereby connecting
3 its distribution facilities to the first UNTW pair. If another LEC, including
4 BellSouth, subsequently wins the customer, it can provision service in the
5 same manner.

6 Q: Is this a difficult procedure?

7 A: Not at all. Any competent technician can perform these tasks in minutes.

8 I will demonstrate that at hearing.

9 Q: How will the CLECs' technicians know which terminations to disconnect
10 and then reconnect?

11 A: BellSouth has that information in its Design Layout Records (DLRs),
12 which indicate exactly which UNTW pairs serve which units. Access to the
13 DLRs is thus key to MediaOne's proposal. For whatever reason, however,
14 BellSouth says it will not provide them (Attachment 1, p. 7). If the
15 Commission adopts MediaOne's proposal, it must require BellSouth to
16 provide copies of its DLRs.

17 Q: Does MediaOne's proposal resolve all the problems you noted with
18 BellSouth's proposal?

19 A: Yes. Unlike BellSouth's UNTW proposal, MediaOne's proposal would
20 provide all LECs with the same access to the "ACCESS CSX" thus
21 enabling them to provision service to a customer without involving the
22 customer's current LEC. That eliminates the cost disadvantage imposed on
23 the CLECs by BellSouth's proposal. It also eliminates the need to

1 coordinate the scheduling of technicians from the two companies. Finally,
2 it establishes the demarcation point at the MPOE, rather than within the
3 individual units. That means customers need not suffer the inconvenience
4 of having a technician enter their home to install or rewire a NID every
5 time they change local providers. Indeed, under MediaOne's proposal, a
6 CLEC can provision service to a unit without ever having to enter that
7 unit. MediaOne's proposal puts all LECs on an equal footing, and it will
8 finally bring real competition to the MDUs in MediaOne's serving territory.

9 Q: Would MediaOne's proposal jeopardize the service of other BellSouth
10 customers?

11 A: No. So long as each CLEC has access to the Design Layout Record, its
12 technicians can effect the necessary rearrangements in moments, with no
13 jeopardy to other customers' service. The arrangement proposed by
14 MediaOne is very similar to rearrangement and maintenance access found
15 between certified carriers at IXC/LEC points of presence, and connection
16 activities between local exchange carriers. Both parties are responsible to
17 safeguard customer service and networks.

18 Q: Does that conclude your testimony?

19 A: Yes.

- 1 Q: Please state your name.
- 2 A: My name is Greg Beveridge.
- 3 Q: Did you previously submit Direct Testimony in this proceeding.
- 4 A: Yes.
- 5 Q: What is the purpose of your Rebuttal Testimony?
- 6 A: I will rebut the testimony of W. Keith Milner of BellSouth Telecommunications (BST) on
7 the issue of network terminating wire (NTW).
- 8 Q: In his testimony, Mr. Milner takes issue with your use of the term “cross-connect facility,”
9 claiming that this item of equipment is commonly referred to as a “garden terminal.” Is
10 that correct?
- 11 A: A “garden terminal” is simply one type of cross-connect facility. In my Direct Testimony,
12 I used the more generic term in order to cover both “Scenarios” addressed in the
13 document entitled “Unbundled Network Terminating Wire, MediaOne Information
14 Package” (Attachment 1 to my Direct Testimony), which was provided to MediaOne by
15 BST. Pages 5 and 6 of that document depict a “Wiring Closet Scenario” and a “Garden
16 Terminal Scenario” for access to NTW. Note that both scenarios depict a number of
17 “CSX” devices; “CSX” is the standard industry abbreviation for a cross-connect facility.
18 The “Garden Terminal” and “Access Terminal” depicted in the Garden Terminal Scenario
19 are also cross-connect facilities. Thus my use of the terminology was correct.
- 20 Q: Are you saying Mr. Milner’s use of the terminology was incorrect?

1 A: Not at all. He apparently intended to limit his testimony to the “Garden Terminal
2 Scenario,” so using that terminology would be appropriate in that context. By doing so,
3 however, he excluded any discussion of the “Wiring Closet Scenario,” which does not
4 utilize any device called a “garden terminal.”

5 Q: What do you conclude from that?

6 A: I can only conclude that BST has no quarrel with MediaOne's proposal as to the “Wiring
7 Closet Scenario.”

8 Q: In your Direct Testimony, you indicated that MediaOne objects to the installation of an
9 Access Terminal, as proposed by BST. Has BST agreed to provide NTW to other
10 ALECs without an Access Terminal?

11 A: I am aware that BST has entered into at least one interconnection agreement with an
12 ALEC under which BST provides the ALEC access to NTW without an intervening
13 Access Terminal. Attachment 1 to my Rebuttal Testimony is a copy of the
14 Interconnection Agreement between BST and Comcast Telephony Communications of
15 Florida and Comcast MH Telephony Communications of Florida. Section 5(a) of that
16 Agreement provides for BST to furnish NTW in a “Garden Terminal Interconnection”
17 without the use of an Access Terminal. Specifically, Section 5(a)(2) of that Agreement
18 states:

19
20 “The Requesting Party will extend an interconnect cable from its cross-connect block to
21 the Provisioning Party’s Garden Terminal.”
22

1 Section 5(b)(2) of that Agreement apparently does require an Access Terminal for a
2 Wiring Closet Interconnection (though it refers to the device as a “Common Connecting
3 Block”), so I must assume that the omission of an Access Terminal from the Section on
4 Garden Terminal Interconnection was not accidental.

5 Q: Do you know of any legitimate reason to require an Access Terminal for a Wiring Closet
6 Interconnection, but not for a Garden Terminal Interconnection?

7 A: No; I do not believe that an Access Terminal is required for either situation. Because BST
8 has chosen not to address a Wiring Closet Interconnection in this proceeding, we can only
9 speculate why they required an Access Terminal only for that form of interconnection in
10 the Comcast Agreement.

11 Q: Should the Commission sustain BST's demand for an Access Terminal in a Garden
12 Terminal Interconnection?

13 A: Obviously not. As I mentioned, BST's agreement with Comcast calls for direct
14 interconnection between Comcast's cross-connect facility and BST's Garden Terminal.
15 To require MediaOne to pay for the installation of an Access Terminal would be
16 discriminatory.

17 Q: Mr. Milner claims that providing access to NTW at a garden terminal is technically
18 infeasible. Do you agree?

19 A: No. Mr. Milner rests his position on the contention that “MediaOne's technicians *could*,
20 intentionally or unintentionally, disrupt the service provided by BellSouth” (page 5, lines
21 10-11, emphasis added) because “a garden terminal is a relatively small device with no
22 means of protecting against intentional or unintentional disruption once access to the
23 interior of the garden terminal has been made.” (page 6, lines 4-7) In other words, Mr.

1 Milner argues that this point of access is technically infeasible because MediaOne's
2 technicians *could* disrupt BST's service, either intentionally or unintentionally. He thus
3 implies that MediaOne's technicians are either dishonest or incompetent, though he
4 presents no evidence to support this implicit contention, and it is certainly not true. In any
5 event, his claims do not meet the FCC's standard for "technical infeasibility."

6 Q: What is that standard?

7 A: Mr. Milner quotes a portion of paragraph 203 of the FCC's First Report and Order in CC
8 Docket No. 96-98 (August 8, 1996) for the proposition that network reliability and
9 security are legitimate factors in assessing technical feasibility. He omitted the following,
10 which appears in the same paragraph.

11
12 "Thus, with regard to network reliability and security, to justify a refusal to provide
13 interconnection or access at a point requested by another carrier, incumbent LECs must
14 prove to the state commission, with clear and convincing evidence, that specific and
15 significant adverse impacts *would* result from the requested interconnection or access."
16 (emphasis added)

17
18 Mr. Milner has not even claimed that providing MediaOne access to NTW at the garden
19 terminal *would* produce "specific and significant adverse impacts" to BST's service, and he
20 provides no evidence, let alone "clear and convincing evidence," to support such a
21 contention.

22 Q: Do other incumbents allow competitive LECs access to NTW in the manner proposed by
23 MediaOne?

1 A: I do not know the interconnection practices of all the incumbents, but I do know that
2 U S WEST allows competitive LECs direct access to cross connect devices that are
3 virtually identical to BST's garden terminals. This enables the competitors to have easy
4 access to the inside wire in MDUs.

5 Q: Is that inside wire part of U S WEST's network?

6 A: No. U S WEST typically establishes the demarcation point at a minimum point of entry
7 into the building, so the facilities that BST calls "NTW" are simply inside wire to
8 U S WEST.

9 Q: Does that matter?

10 A: No; it is a "distinction without a difference." The facilities are virtually identical;
11 functionally, they are identical. Granting access to them raises the same risks (or the lack
12 thereof) in either case. In the First Report and Order, paragraph 198 (another paragraph
13 quoted in part by Mr. Milner), the FCC stated:

14
15 "We also conclude that preexisting interconnection or access at a particular point
16 evidences the technical feasibility of interconnection or access at substantially similar
17 points."

18
19 U S WEST's experience demonstrates the technical feasibility of granting access to NTW
20 at the garden terminal.

21 Q: Mr. Milner claims that BST offers MediaOne a reasonable method of access to NTW. Do
22 you agree?

1 A: No. In my direct testimony, I noted the operational difficulties with BST's proposal that
2 make it unworkable for MediaOne, in particular, the need to coordinate (and pay for) the
3 presence of a BST technician every time MediaOne wants access to an NTW pair. Mr.
4 Milner notes (at page 7, lines 6-8) that BST will pre-wire NTW pairs for MediaOne, thus
5 obviating the need to have a BST technician present when MediaOne wishes to provision
6 service. He does not mention that BST will then charge MediaOne for every pre-wired
7 pair, whether MediaOne has a customer for that pair, or not. That makes pre-wiring
8 uneconomic. I should note that, under BST's Interconnection Agreement with Comcast,
9 BST will terminate spare pairs on the Access Terminal ("Common Connecting Block") in
10 a Wiring Closet Interconnection, but BST charges Comcast for the pre-wired pairs only
11 after Comcast begins to use them to provide service (Attachment 1, Section 5(b)(2) and
12 Attachment A1, note 2). BST has declined to make that arrangement available to
13 MediaOne.

14 Q: Mr. Milner claims that MediaOne is asking the Commission to redefine the demarcation
15 point, so that NTW will become inside wire. Is that true?

16 A: No. MediaOne is not asking this Commission to move BST's demarcation point in this
17 proceeding. We may choose to seek that remedy, either here or before the FCC, but it is
18 not an issue here.

19 Q: Should the Florida PSC treat NTW as an unbundled network element?

1 A: As long as BST claims NTW as part of its network, the PSC should definitely categorize
2 NTW as an unbundled network element (UNE). The PSC should take note of Mr.
3 Varner's testimony (page 15, lines 7-9), in which he states that BST will "reconsider"
4 whether to continue offering NTW to MediaOne and other ALECs in light of the FCC's
5 proceeding on the remand of its rule defining UNEs. To me, that says BST will likely
6 refuse to provide NTW to its competitors, unless it is required to do so. This would be an
7 intolerable development; it would require MediaOne to purchase an entire unbundled loop
8 from BST, rather just the NTW, which would make MediaOne's service uneconomic. Mr.
9 Varner implies (at page 15, lines 4-6) that only the FCC can define specific UNEs. As I
10 understand it, the FCC's list of UNEs is only a *minimum*; the states are free to require the
11 incumbents to provide additional UNEs. The PSC can and should require BST to provide
12 NTW as a UNE. If it does not, Florida citizens who reside in MDUs are unlikely ever to
13 have a competitive alternative to BST.

14 Q: Does this conclude your testimony?

15 A: Yes.

1 **COMMISSIONER DEASON:** Mr. Carver.

2 **MR. CARVER:** Thank you.

3 **Q** **(By Mr. Carver)** Mr. Beveridge, I want to
4 talk about the connect at the access cross-connect
5 some more. But before we do that, I want to talk
6 about the other proposal that BellSouth has made.
7 Now, BellSouth has also proposed that as an
8 alternative to cross-connecting here, that MediaOne
9 would be allowed to connect at the demarcation point
10 at the customer premise, correct?

11 **A** That's correct.

12 **Q** Okay. Now, if MediaOne were to do that, in
13 terms of the cost to it, the piece of equipment that
14 it would need to make this connection cost at retail,
15 \$7.48, correct?

16 **A** That \$7.48 is correct.

17 **Q** And, again, that's the retail price?

18 **A** That's the retail price, yes.

19 **Q** So if MediaOne bought these in bulk, your
20 equipment, it would probably -- in other words, this
21 piece of equipment would probably cost even less than
22 \$7.48?

23 **A** I would assume so.

24 **Q** And you wouldn't have any other equipment
25 cost related to connecting at that point, would you?

1 **A** In the case of using network terminating
2 wire, no.

3 **Q** Okay. Now, when you cross-connect at the
4 customer premise, the wires are color-coded, are they
5 not, so that you can tell which pair is the first
6 pair, which pair is the second pair, et cetera?

7 **A** Yes.

8 **Q** Now, in your opinion, are MediaOne
9 technicians going to be competent to look at those
10 wires and know the color-coding scheme and tell which
11 is the first pair and which is the second pair?

12 **A** Yes.

13 **Q** So --

14 **COMMISSIONER CLARK:** Let me ask a question.
15 What do you mean by first pair, second pair? Is it
16 first pair in the -- just physically there or is it
17 the first pair to a customer's premises?

18 **WITNESS BEVERIDGE:** As BellSouth uses it,
19 it's the first pair into a particular living unit.
20 Ordinarily it would be the blue-white pair as it's
21 known.

22 **COMMISSIONER CLARK:** You would have those
23 pairs on that riser cable in the middle strip you have
24 there?

25 **WITNESS BEVERIDGE:** That's correct.

1 **COMMISSIONER CLARK:** For each terminal you
2 would only have one wire; is that right?

3 **WITNESS BEVERIDGE:** That's correct. So for
4 a pair of wires we have two terminals. One has a blue
5 and the other has a white, for example, to designate
6 the two conductors in that pair.

7 **COMMISSIONER CLARK:** And that's -- what
8 color are the first pairs?

9 **WITNESS BEVERIDGE:** The first pair is
10 blue-white. It may take a different color as it
11 appears in this frame block, but in the first pair
12 designation it is typically blue-white.

13 **COMMISSIONER CLARK:** What is the
14 significance of retaining access to the first pair as
15 opposed to using the second pair? Is the first pair
16 better?

17 **WITNESS BEVERIDGE:** The first pair is
18 already connected to the Line 1 jack appearance in a
19 given apartment or living unit. So it's absent the
20 requirement for a condominium NID or using different
21 pairs. This would already be electrically continuous
22 from that middle block, the appearance of the NTW in
23 this wiring closet in this case.

24 **COMMISSIONER CLARK:** All right. So if you
25 have to use -- if the first pair is being used, or in

1 this case, BellSouth wants to reserve the first pair
2 for themselves, right?

3 **WITNESS BEVERIDGE:** That's correct.

4 **COMMISSIONER CLARK:** So you go to the second
5 pair. And when you use that you have to go up to the
6 unit, the apartment unit, and connect it?

7 **WITNESS BEVERIDGE:** Yes.

8 **COMMISSIONER CLARK:** And you have to
9 determine -- when you go up to the apartment unit you
10 have to find -- where do you find the end of that
11 second pair of wires?

12 **WITNESS BEVERIDGE:** That is exactly the
13 problem that we are faced with. Because the jacks
14 aren't marked, we do not know where the NTW wiring
15 ends and where the rest of the inside -- true inside
16 wiring, as defined here, continues for the jacks in
17 the apartment. So, if -- for example, if I make a
18 mistake and select the wrong jack, I correct -- I have
19 the correct appearance of MediaOne's telephone service
20 using pair No. 2 moved to Line No. 1 jack appearance
21 only for that jack and any that are beyond it, and not
22 for the rest of the jacks. So it would generate a
23 trouble call for us, by way of example.

24 **COMMISSIONER CLARK:** All right. Let's say
25 this customer is changing all its service to MediaOne.

1 So you would do the first jack. You would do that.
2 Suppose they're not. Suppose they want a second line
3 from you.

4 **WITNESS BEVERIDGE:** Two different service
5 providers?

6 **COMMISSIONER CLARK:** Yes. They want to keep
7 BellSouth and then they want a second line from you.

8 **WITNESS BEVERIDGE:** The second line would
9 then appear on pair two, if available, and would wire
10 through and is also generally continuous in most
11 apartment wiring situations and would appear on the
12 Line 2 portion of these single telephone jacks. The
13 problem is that the Line 2 appearance, which would be
14 Line 1 for MediaOne's service, isn't directly
15 available to single line instruments directly without
16 some sort of rewiring or some adapter jacks.

17 **COMMISSIONER CLARK:** If the apartment itself
18 is not wired to accept that; is that right?

19 **WITNESS BEVERIDGE:** The apartments are
20 generally wired to accept two-line service but only
21 have single line jacks as a practical matter. The
22 telephone jack has four connections available in it,
23 only two of which are Line 1. The remaining two would
24 be the appearance of Line 2. And you can purchase
25 telephone instruments that have two line buttons on

1 them that plug into those same single jacks. Does
2 that answer your question, Commissioner?

3 **COMMISSIONER CLARK:** I think so.

4 **COMMISSIONER JACOBS:** And they're coming
5 from that wiring closet -- and I forget to ask this.
6 This is at the CO; is that correct?

7 **WITNESS BEVERIDGE:** This example here would
8 be in a wiring closet inside a basement terminal room
9 or a wiring closet and, of course, there is an
10 associated appearance of these wired pairs in the
11 other end of the distribution plant at the serving
12 central office.

13 **COMMISSIONER JACOBS:** Okay. In this
14 scenario that you just described, i.e., where you have
15 access points I'll call them, or jacks, for multiple
16 lines in one apartment --

17 **WITNESS BEVERIDGE:** Uh-huh.

18 **COMMISSIONER JACOBS:** -- those are going to
19 come from one serving wire from this closet; is that
20 correct? Or you're going to have multiple pairs
21 coming out of this closet?

22 **WITNESS BEVERIDGE:** Multiple pairs to each
23 living unit.

24 **COMMISSIONER JACOBS:** Coming out of this
25 closet?

1 **WITNESS BEVERIDGE:** Coming into this closet.

2 **COMMISSIONER JACOBS:** And when you go to
3 this wiring panel, you then have to identify which
4 pair goes to which jack in that apartment?

5 **WITNESS BEVERIDGE:** That's correct. I think
6 there may be a bit of miscommunication, and I
7 apologize if I've done that. All of the jacks in a
8 given apartment are tied to the same pair. So the
9 Line 1 appearance for jack No. 1, 2, 3, 4, is
10 continuous. So there aren't -- we don't have
11 individual wire pairs per jack, but, rather per line.

12 **COMMISSIONER JACOBS:** You have service
13 lines, limited access lines?

14 **WITNESS BEVERIDGE:** That's correct.

15 **COMMISSIONER JACOBS:** So for each access
16 line going to that apartment or however many jacks are
17 involved for that access line, you will have a serving
18 pair out of here?

19 **WITNESS BEVERIDGE:** That's correct.

20 **COMMISSIONER JACOBS:** Okay. And what I
21 understand you saying, is then at the apartment you --
22 you have a difficulty getting into that -- and I'm
23 sorry. I didn't remember the terminology you used.
24 But you said that there could be one or several access
25 points at the apartment. You would have a difficulty

1 breaking into -- that's bad terminology. You would
2 have a problem accessing that piece of equipment at
3 the apartment building just if you want to serve one
4 line and BellSouth keeps another line? Is that what I
5 understand you to say?

6 **WITNESS BEVERIDGE:** Yes.

7 **COMMISSIONER JACOBS:** So that if that
8 scenario did exist, what would you do? If that were
9 the case, what would be your way of serving that
10 apartment, that second line?

11 **WITNESS BEVERIDGE:** The second line customer
12 would, according to BellSouth's proposal, require
13 first the location or the placement of the condominium
14 NID, which allows test access for a two-line
15 situation. So Line 1, Line 2 have little test jacks
16 that can be accessed by the customer what the work is
17 finished in the case of subsequent trouble with either
18 Line 1 or 2 service. In the case of the second line
19 customer, of course, then has to have either rewired
20 jacks or adaptors that allow electrical access to Line
21 2, which is MediaOne's first service --

22 **COMMISSIONER JACOBS:** Okay.

23 **WITNESS BEVERIDGE:** -- in the case of
24 BellSouth continuing to provide the first line.

25 **COMMISSIONER JACOBS:** And that will require

1 work -- physical work both at both ends?

2 **WITNESS BEVERIDGE:** Yes. In fact, in either
3 first or second -- first line only or two-line
4 service, to give an apartment under BellSouth's
5 proposal, a condominium NID is required in any event
6 as we understand it.

7 **COMMISSIONER JACOBS:** And so regardless of
8 whatever work BellSouth does, you're going to have to
9 have your technicians there to do that?

10 **WITNESS BEVERIDGE:** Yes.

11 **COMMISSIONER JACOBS:** Okay.

12 **COMMISSIONER DEASON:** Let me ask a question.
13 Let's assume that we have a BellSouth customer
14 residing in an apartment. They subscribe to just one
15 access line; they have one telephone number. They
16 have two jacks in their apartment; one in the kitchen
17 and one in the bedroom, and they have two telephones.
18 Both of those telephones can be used to receive or
19 make calls based on that one access line and that one
20 telephone number. And assume that that customer still
21 is a customer of BellSouth, but wants a second
22 telephone number and wants the kitchen to be the
23 number that was activated before and they want a
24 second telephone number, a second access line in the
25 bedroom. It would be two separate lines, two separate

1 telephones, two separate telephone numbers. How does
2 BellSouth do that now when the customer requests that?
3 What do they actually go through, the technician do to
4 provide that service to the customer?

5 **WITNESS BEVERIDGE:** I don't know BellSouth's
6 practice for providing second lines in MDU.

7 **COMMISSIONER DEASON:** So you don't know --
8 so I will ask the BellSouth witness how they do that.
9 If -- and I think Commissioner Jacobs just kind of
10 went over this with you. If that customer chooses to
11 have the second line provided by MediaOne, that's
12 where you get into, under BellSouth's proposal, the
13 condo NID or whatever you call that, being -- and that
14 would be your responsibility to put that device in
15 place; is that correct?

16 **WITNESS BEVERIDGE:** That's correct. Under
17 their proposal, we, at our cost, would be placing the
18 condominium NID at the location of the first
19 appearance of where NTW pairs appear in that living
20 unit.

21 **COMMISSIONER DEASON:** Okay. Now under your
22 proposal, to provide a second line to the apartment,
23 first line continued to be provided by BellSouth,
24 second line to be provided by you, how would you
25 accomplish that under your proposal?

1 **WITNESS BEVERIDGE:** Under our proposal, line
2 or pair No. 2, if that's a spare pair, would typically
3 be wired through existing jacks throughout the
4 apartment. So if the -- in the case of your example,
5 if the second line were to appear or to be needed only
6 in the bedroom, let's say, then a two-jack wallplate
7 would replace the single jack wallplate or, in the
8 alternative, a customer could procure for themselves
9 or we could provide a so-called splitter jack that
10 brings out Line 2, as well as Line 1, on a single
11 adaptor so that ordinary single line instruments would
12 have access to the second line, which would be ours in
13 that case.

14 **COMMISSIONER DEASON:** So that the customer,
15 if he or she wanted to, they could -- that actual
16 telephone instrument in the bedroom, they could unplug
17 it in from the second telephone number and plug it
18 into the first and actually they would be getting
19 service then in the bedroom from BellSouth for that
20 particular call for whatever reason they wanted to do
21 that.

22 **WITNESS BEVERIDGE:** That's correct.

23 **COMMISSIONER DEASON:** That would be their
24 option?

25 **WITNESS BEVERIDGE:** That will be their

1 option.

2 **MR. CARVER:** Thank you.

3 **Q** (By Mr. Carver) Let me just ask a few
4 follow-up questions, Mr. Beveridge. First of all, we
5 talked about a device that cost, at retail, \$7.48.
6 That's the condominium NID, correct?

7 **A** That's correct.

8 **Q** So, if -- basically if MediaOne wanted to
9 connect at the unit in the way that BellSouth
10 proposes, or rather, one of its proposals, that's what
11 they would have that buy is to buy that \$7 -- spend
12 the \$7 or less to buy that NID, correct?

13 **A** That's by understanding, yes.

14 **COMMISSIONER CLARK:** Can I interrupt just a
15 minute. I'm confused. I thought you, in your
16 testimony, said that the condominium NID didn't exist.

17 **WITNESS BEVERIDGE:** BellSouth had defined
18 NID in the information package provided to MediaOne as
19 a device which included also protective ground, a more
20 traditional network interface device found in the case
21 of single family residence. So this, as they defined
22 network interface device or NID, the device later
23 identified in the case of the condominium NID didn't
24 have that feature, and in fact, provides simply the
25 test jack feature. So it's a different -- it's not a

1 NID as they defined it. It's a NID -- a modified NID
2 if I can --

3 COMMISSIONER CLARK: Well, let me ask it
4 this way. They're not taking issue with it being a
5 device that will qualify as a NID condominium unit?

6 WITNESS BEVERIDGE: BellSouth is not?

7 COMMISSIONER CLARK: I'm asking you that.

8 WITNESS BEVERIDGE: I don't believe so.

9 COMMISSIONER CLARK: Okay. And it's been
10 cleared up for you in the sense that you thought a NID
11 had to have a grounding wire or a device, and now they
12 have apparently conceded that it doesn't need it when
13 it is in a condominium?

14 WITNESS BEVERIDGE: Yes.

15 COMMISSIONER CLARK: Okay.

16 Q (By Mr. Carver) One other thing that I'd
17 like to clarify. Under the BellSouth proposal,
18 MediaOne would have an option of either having
19 BellSouth connect into their facilities, that is,
20 connect the MediaOne facilities into theirs by way of
21 a jumper at the cross-connect, or you could do your
22 own connection at the customer premises? You would
23 have a choice, correct?

24 A That's correct.

25 Q You don't need to do both. In other words,

1 one connection is all you need?

2 A Work is required at both ends under the
3 proposal, as I understand it.

4 Q Well, but, if you decided to simply go to
5 the demarcation point at the customer's premise, you
6 could make your connection right there. I know you
7 don't want to, but technically you could do that,
8 could you not?

9 A Yes.

10 Q And your proposal is that rather than going
11 to the demarcation point at the customer's premise,
12 what MediaOne would do is go into BellSouth's network
13 and do the connection at the cross-connect, and when I
14 say do the work, I mean MediaOne would do the work and
15 no one from BellSouth would be there, right?

16 A That's correct.

17 Q Okay.

18 COMMISSIONER CLARK: Just so I'm clear. In
19 effect, that wire coming -- device on the end here,
20 you would run that cable up into the building and to
21 each individual unit; is that right?

22 WITNESS BEVERIDGE: If you're referring to
23 the -- that silver connector on the far block --

24 COMMISSIONER CLARK: Yes.

25 WITNESS BEVERIDGE: That would actually

1 terminate our distribution facilities so we have
2 equipment located in or near where that block appears
3 that then is made available for cross-connect by
4 virtue of plugging that connector into the equipment
5 bay.

6 **COMMISSIONER CLARK:** I thought what
7 Mr. Carver was asking you is, do you have the
8 opportunity to run that cable, bypass BellSouth's
9 riser cable altogether and run it up through the
10 buildings and connect that way. Am I mistaken? Is
11 that what you were asking, Mr. Carver?

12 **MR. CARVER:** That's what not what I was
13 asking, but it's a good question.

14 **COMMISSIONER CLARK:** Well, I don't
15 understand what you were asking and I don't understand
16 the response then when you indicated he could go to
17 the customer's premises and connect.

18 **MR. CARVER:** Well, first of all -- well, I'd
19 be happy to explain my point, but I'd like to have him
20 answer your question, too, because I think that is an
21 alternative. Let me ask that one first.

22 **Q (By Mr. Carver)** You could simply do what
23 Commissioner Clark suggested and run your own
24 facilities to the customer, could you not?

25 **A** Given building owner permissions we could,

1 in fact, run, yes, an additional cable.

2 Q Now, what my question was, was you could,
3 under BellSouth's proposal, basically make your
4 connection at the customer premise so that basically
5 you are using BellSouth's network terminating wire to
6 get to the customer, but you're just not messing with
7 BellSouth's network? Instead you're making your
8 connection at the premise?

9 COMMISSIONER CLARK: When you say "premise",
10 do you mean the end user, the apartment, or do you
11 mean down in the closet?

12 MR. CARVER: No. I mean at the apartment.
13 And let me -- if I may. This is what I was trying to
14 clarify earlier. Here's where the customer lives
15 right here. And under the Commission's rule, this is
16 where the demarcation point is and this is where
17 BellSouth's network ends. And this is BellSouth wire
18 that runs from the connection to the customer.

19 COMMISSIONER DEASON: Mr. Carver, are you
20 testifying or explaining your question?

21 MR. CARVER: I'm trying to explain my
22 question. I apologize if I'm going too far. So when
23 I say premise, I'm talking about right here. And let
24 me ask the witness that question.

25 Q (By Mr. Carver) This is not at the

1 customer premise, is it?

2 **A** No. That's at the wiring closet.

3 **Q** And that would be somewhere either in the
4 building or outside of the building close to where the
5 customers are, but not actually at their premise,
6 correct?

7 **A** That's correct.

8 **MR. CARVER:** Does that clarify?

9 **COMMISSIONER CLARK:** Now ask your question
10 about MediaOne connecting at the customer premise.

11 **Q** **(By Mr. Carver)** My question was, under
12 BellSouth's proposal, MediaOne could simply come to
13 the demarcation point, connect in there for purposes
14 of serving the customer, and that would avoid the need
15 to connect into BellSouth's network at all, correct?

16 **A** That's correct.

17 **COMMISSIONER CLARK:** How is that different
18 than running your own riser cable?

19 **WITNESS BEVERIDGE:** It isn't.

20 **COMMISSIONER DEASON:** Well, wouldn't you be
21 using BellSouth's riser cable by doing that under
22 their proposal?

23 **WITNESS BEVERIDGE:** Under their -- one of
24 their proposals which allows a direct connection at
25 the demarcation, that's one arrangement. The proposal

1 that we make is to, in fact, interconnect at a wiring
2 closet as in this example to those wire pairs because
3 of the unlikelihood of being able to go in and rewire
4 an existing MDU.

5 **COMMISSIONER DEASON:** But BellSouth's
6 proposal, as you understand it, is that you would be
7 required to put in place the condo NID and connect
8 that device with their NID to actually connect the
9 customer; is that correct?

10 **WITNESS BEVERIDGE:** BellSouth's proposal
11 with regard to the condominium NID requires that we
12 place at our expense the \$7.48 item interpositioned or
13 at the end of their network terminating wire, and
14 thereafter, the remaining wire inside the unit is true
15 inside wire as defined by the Commission here.

16 **COMMISSIONER DEASON:** I guess -- the NID
17 that you would be required to install under
18 BellSouth's proposal, how does that actually terminate
19 a telephone call? Where is the connection made?
20 Where is the flow? Define that for me please.

21 **WITNESS BEVERIDGE:** Yes. The network
22 terminating wire would attach to screw terminals on
23 this condominium NID.

24 **COMMISSIONER DEASON:** Whose network
25 terminating wire?

1 **WITNESS BEVERIDGE:** Which would be the
2 network -- the end of BellSouth's network at this
3 minimum point of entry into that individual living
4 unit. Then it would connect to the jack that's very
5 similar in appearance, just a little different
6 mounting, that actually offers the ability to unplug
7 the plug -- a very short plug that goes into it. And
8 in the event of a case of trouble with the service,
9 the customer can directly access by unplugging the
10 little short plug, plugging in a known good telephone
11 instrument and determine whether or not the service is
12 good at that point, which would say that the
13 customer -- would infer that the customer had a
14 problem somewhere within the apartment or a defective
15 instrument. So this is a device that terminates Line
16 1 and Line 2, so it's capable of handling two pair
17 only as the termination of network terminating wire in
18 the apartment.

19 **COMMISSIONER DEASON:** And where would that
20 physically be located?

21 **WITNESS BEVERIDGE:** In order to have
22 access -- proper access to the services through all
23 subsequent jacks in the apartment, it's necessary to
24 locate that at the end of network terminating wire.
25 So it, in effect, becomes the test jack appearance at

1 the demarcation physical location.

2 **COMMISSIONER JACOBS:** Let me make sure I
3 understand. Let's go back to the cross-connect. The
4 proposal would be -- the BellSouth proposal would be
5 that you would have this intermediate block and you
6 would by 25 connects there. Am I to understand that
7 you wire those as you please until you run out and
8 then you buy 25 more? Is that how that would work?

9 **WITNESS BEVERIDGE:** Yes. We can order in
10 several different ways. Either on a per pair basis or
11 a multiple of 25.

12 **COMMISSIONER JACOBS:** Okay. So, here are
13 the facts. You're going to do a second wire for an
14 existing customer at this multi -- MDU. Okay. You'll
15 have to find that second wire under BellSouth's block,
16 hook it into one of your 25 or do you have to go
17 through the middle block first?

18 **WITNESS BEVERIDGE:** In the case of
19 BellSouth's proposal, we would have to have a
20 BellSouth technician --

21 **COMMISSIONER JACOBS:** Come in?

22 **WITNESS BEVERIDGE:** Come in and identify
23 which spare pair they would agree to release to us for
24 that second line service to a given customer. And
25 then we would subsequently cross-connect from that new

1 intermediate block they propose to our distribution
2 facilities, and that completes the electrical link to
3 our service.

4 **COMMISSIONER JACOBS:** Now, when you say that
5 they'll release to you, what does that refer to?

6 **WITNESS BEVERIDGE:** There are a number of
7 spare pairs that are --

8 **COMMISSIONER JACOBS:** On their block on --

9 **WITNESS BEVERIDGE:** On their block, and they
10 would bring those out to this new intermediate block,
11 either in a group or on a per pair basis.

12 **COMMISSIONER JACOBS:** He's not -- but the
13 BellSouth technician is not going to take that and put
14 it to this new -- to one of your 25?

15 **WITNESS BEVERIDGE:** No. They would bring it
16 to this intermediate block, and then it would be our
17 responsibility thereafter to take it to our
18 distribution facilities block with a second jumper.

19 **COMMISSIONER JACOBS:** Then that is going to
20 go out still on BellSouth's wire, going out to the
21 unit, correct?

22 **WITNESS BEVERIDGE:** Yes.

23 **COMMISSIONER JACOBS:** Now, you get to the
24 unit. Now let's talk about the NID. Now, when you
25 get there, you're not going to go into BellSouth's NID

1 at all?

2 **WITNESS BEVERIDGE:** If there is no existing
3 NID which is the majority --

4 **COMMISSIONER JACOBS:** There will be now
5 because they're already there and you're just serving
6 a second line; is that correct?

7 **WITNESS BEVERIDGE:** If -- well, there are
8 two cases, if I may. The first case is an older
9 apartment unit that has no NID or test jack in place,
10 so the requirement in their proposal for MediaOne is
11 that in that situation we would provide, at our
12 expense -- we would add this device. So the NID
13 itself performs the easy identification of where the
14 first jack is in the newer apartment buildings. In
15 the older apartment buildings, it's inconclusive,
16 unless we go through some testing, to locate where
17 that network terminating wire ends, and at the end of
18 that wire is the demarcation, according to the rules
19 as I understand them here.

20 **COMMISSIONER JACOBS:** And the kind of thing
21 that I want to be clear about is that -- okay. We've
22 already established that at that end both your
23 technicians are going to have to come in and do some
24 work. At the condo end, are we saying the same thing?
25 That if -- let's go to the scenario that you just

1 indicated. There is an existing NID there, you're
2 just coming in with a second line. Sounds like both
3 technicians are going to have to come there as well;
4 is that correct?

5 **WITNESS BEVERIDGE:** In the case of the
6 second -- in the case of --

7 **COMMISSIONER JACOBS:** I'm sorry. I reversed
8 it. In the case of the one where there is no existing
9 NID.

10 **WITNESS BEVERIDGE:** If there is no existing
11 NID, and pairs 1 and 2 which are typically wired
12 through to all of the jacks, we have a continuous
13 electrical continuity, if you will, from this network
14 terminating wire in the wiring closet, all the way
15 through to all customer jacks for Line 1 and Line 2.

16 **COMMISSIONER JACOBS:** Okay. So the answer
17 is no?

18 **WITNESS BEVERIDGE:** (Witness nodding head.)

19 **COMMISSIONER JACOBS:** Now -- then proposal,
20 in contrast, and I'm trying to figure out now, in
21 contrast, you would want this end to only be one.
22 That would be your guy. He could come in and do this?

23 **WITNESS BEVERIDGE:** That's correct.

24 **COMMISSIONER JACOBS:** And alternatively, the
25 alternative position would be that BellSouth could

1 come in, figure out which one of these and make
2 that -- make those changes to the center block and
3 then you could do it from there to your block. So
4 alternatively both of your guys may have to do that,
5 but in your proposal you'd only want one of them?

6 **WITNESS BEVERIDGE:** That's correct.

7 **COMMISSIONER JACOBS:** Okay. Now, so we come
8 out of that wire and we go to the apartment building.
9 Your proposal says what there?

10 **WITNESS BEVERIDGE:** When we go to the
11 apartment building --

12 **COMMISSIONER JACOBS:** When you get to the
13 apartment building and now we're discussing the NID
14 issue. In your proposal with regard to the NID?

15 **WITNESS BEVERIDGE:** With regard to the NID,
16 we do not believe that a NID is required --

17 **COMMISSIONER JACOBS:** And you will --

18 **WITNESS BEVERIDGE:** In the individual
19 apartment unit, if that's your question.

20 **COMMISSIONER JACOBS:** And so, you're going
21 to be essentially wiring into the same block that they
22 have there?

23 **WITNESS BEVERIDGE:** Yes.

24 **COMMISSIONER JACOBS:** I'm sorry. The
25 terminology is not -- the block -- but you know what

1 I'm speaking about?

2 **WITNESS BEVERIDGE:** I believe that I do. We
3 believe that in the majority of cases it requires only
4 craft activity workers to be involved in this block
5 and the wiring closet connection.

6 **COMMISSIONER JACOBS:** Now, it was my
7 understanding earlier that you said, if you're doing
8 the second line, there has to be rewiring at the MDU.

9 **WITNESS BEVERIDGE:** Some -- depending on
10 what the customer's request is for it to appear
11 everywhere as in this Commissioner's question.

12 **COMMISSIONER JACOBS:** If the customer's
13 request is to do a second line and BellSouth keeps the
14 first line. Okay?

15 **WITNESS BEVERIDGE:** Yes.

16 **COMMISSIONER JACOBS:** There will need to be
17 rewiring, is that my understanding?

18 **WITNESS BEVERIDGE:** That's correct.

19 **COMMISSIONER JACOBS:** What happens in your
20 proposal there? Your guy is going to come in and do
21 the rewiring from yours to the NID?

22 **WITNESS BEVERIDGE:** In our proposal we would
23 not have a NID. We would identify the first jack,
24 perform the necessary --

25 **COMMISSIONER JACOBS:** Oh, I'm sorry. I

1 understand now. And that would have been coordinated
2 here?

3 **WITNESS BEVERIDGE:** Right.

4 **COMMISSIONER JACOBS:** Okay. Thank you.

5 **COMMISSIONER CLARK:** Let me just follow up.
6 What is your understanding of why BellSouth is
7 suggesting you put in that NID?

8 **WITNESS BEVERIDGE:** My understanding of the
9 requirement for a NID is to offer the capability for
10 customers, as they change service, to also obtain
11 benefit of test jack access for, in this case, a
12 two-line device. In today's --

13 **COMMISSIONER CLARK:** So they're suggesting
14 that as a benefit to that particular customer, that
15 you put it in as a benefit --

16 **WITNESS BEVERIDGE:** That's correct.

17 **COMMISSIONER CLARK:** Are they requiring it
18 or suggesting it?

19 **WITNESS BEVERIDGE:** My understanding is
20 they're requiring it as part of their proposal.

21 **COMMISSIONER CLARK:** Okay.

22 **Q (By Mr. Carver)** Just to clarify. First of
23 all, let's assume that this is a residential
24 condominium, for example. That way we can talk about
25 this as being an apartment rather than a premise. If

1 MediaOne is going to connect at the apartment, if it's
2 going to go to them and connect at the apartment -- in
3 other words, if it's going to take that part of
4 BellSouth's proposal and connect at the apartment, you
5 don't need a BellSouth technician present to do that,
6 do you?

7 **A** No.

8 **Q** Okay. Under BellSouth's proposal you would
9 only need a BellSouth technician if the connection
10 were going to be made into BellSouth's network at the
11 access cross-connect; is that right?

12 **A** That's correct.

13 **Q** Okay. And again, it's one or the other? I
14 mean, you can connect in at one point under
15 BellSouth's proposal, you can connect in at the other,
16 but you don't need to do both, right?

17 **A** That's correct.

18 **Q** Okay. Now --

19 **COMMISSIONER CLARK:** I had trouble following
20 that and it's because we seem to be mixing terms
21 again. Would you please ask the question again.

22 **MR. CARVER:** Let me try and ask the question
23 again using the demonstrative aid and maybe I will
24 make it a little clearer.

25 **Q** **(By Mr. Carver)** All right. Just for

1 illustrative purposes, again, we are assuming this is
2 an apartment building. Okay. Let's assume that this
3 wiring closet is in the basement. And let's assume
4 that this is the customer apartment. Under
5 BellSouth's proposal, one of the two options that
6 MediaOne would have would be to make the connection
7 using the condominium NID at the customer's apartment,
8 correct?

9 A That's correct.

10 Q And if you did that, you would not need a
11 BellSouth technician to come out to the premise with
12 you, right?

13 A That's correct.

14 Q Now, BellSouth's other proposal is that you
15 would connect -- or rather, the connection would be
16 made into the block that's down in the basement, but
17 since it's BellSouth's facilities, BellSouth believes
18 its technician should do that connection; is that
19 correct?

20 A That's their proposal, yes.

21 Q Okay.

22 MR. CARVER: Does that clarify?

23 COMMISSIONER CLARK: But to make the
24 connection directly at the customer's premises you
25 have to put in your own riser cable.

1 **WITNESS BEVERIDGE:** That's correct. We have
2 to establish facilities that deliver telephone service
3 in some fashion.

4 **Q** **(By Mr. Carver)** Well, you've confused me
5 now. Let's assume you're going to connect in at the
6 jack. Couldn't you simply elect to use BellSouth's
7 network terminating wire and then just connect in? So
8 in other words, couldn't you pay BellSouth the 60
9 cents a month for this terminating wire and use that
10 to get to the customer and make your connection right
11 there?

12 **A** That, in fact, is our proposal. To
13 connect -- in other words, the existing connection in
14 the apartment is electrically continuous from this
15 wiring closet. So if we elect to use the option of
16 obtaining network terminating wire from BellSouth, and
17 there are no other rearrangements required, for
18 example, if we modify the BellSouth proposal to be
19 simply no NID or condominium NID is added, then it
20 only requires work at this location by two
21 technicians.

22 **Q** And my question is, basically --

23 **COMMISSIONER CLARK:** When you say at this
24 location, you mean in the closet; is that correct?

25 **WITNESS BEVERIDGE:** In the wiring closet.

1 **Q** **(By Mr. Carver)** And either way, under
2 either proposal and under either connection point, you
3 would still be using BellSouth's network terminating
4 wire to get to the customer, correct?

5 **A** As I understood your earlier question, it
6 suggested to me that we would establish alternative
7 facilities to an individual customer's living unit,
8 not using any of BellSouth's network terminating wire.
9 That's how I understood your --

10 **Q** My question was, under one of two BellSouth
11 proposals, you simply could do the connection at the
12 customer apartment, at the demarcation point, and then
13 in effect pay BellSouth for the use of its network
14 terminating wire to get there?

15 **A** If we established connection at the
16 apartment directly, in other words, that was the
17 termination of our facilities by having run our own
18 riser cable, for example, then we would not be using
19 BellSouth's network terminating wire, to answer your
20 question.

21 **Q** Well, that was not my question. My question
22 had to do with BellSouth's proposal. And under
23 BellSouth's proposal, you could connect at the
24 customer apartment where the demarcation point is, use
25 BellSouth's network terminating wire and pay BellSouth

1 for that terminating wire, correct?

2 **A** That is -- my understanding of BellSouth's
3 proposal is that we would use network terminating wire
4 and also some work is required in the apartment.

5 **Q** Now --

6 **COMMISSIONER DEASON:** Excuse me, though.
7 But how -- if you're going to use BellSouth's network
8 terminating wire, you've still got to make the
9 connection in the wiring closet to your network,
10 correct?

11 **WITNESS BEVERIDGE:** That's correct.

12 **COMMISSIONER DEASON:** So you're still -- I
13 guess the problem I'm having, is BellSouth going to
14 allow you to do that without their technician being
15 there or is their technician going to have to be there
16 for you to do that?

17 **WITNESS BEVERIDGE:** Their proposal allows
18 two arrangements; a number of pairs brought out to a
19 new intermediate block where we could visit at perhaps
20 a different time --

21 **COMMISSIONER DEASON:** So they would have to
22 send their technician out to connect to the
23 intermediate and then you would come out later and
24 then make the connection to your network?

25 **WITNESS BEVERIDGE:** And as a practical

1 matter, because a service likely cannot be
2 disconnected or left in a nonservice mode for very
3 long, that these two activities -- two technician
4 activities would need to occur reasonably quickly.
5 One either at the same time, in the same visit, or
6 very close thereon.

7 Q (By Mr. Carver) Now, under your proposal,
8 that is if you connect it at the block, at the access
9 terminal, you would use BellSouth's network
10 terminating wire to get to the customer's apartment,
11 right?

12 A That's correct.

13 Q And the charge that BellSouth proposes for
14 this is -- or rather the recurring charge is 60 cents
15 per month?

16 A That's my understanding.

17 Q And MediaOne has no objection to that
18 charge, do you?

19 A No.

20 Q The only real objection you have, as I
21 understand it, is that you don't want to pay a
22 nonrecurring charge to have a BellSouth technician
23 come out to make the connection at the access
24 cross-connect?

25 A That's correct.

1 **Q** Okay. And basically, MediaOne's alternative
2 to that would be you just make the connection in
3 BellSouth's network at the cross-connect yourself?

4 **A** That's correct.

5 **MR. CARVER:** I'm going to take just a moment
6 and shuffle through my notes because I think the
7 questions covered a lot of what I was going to ask
8 already?

9 **COMMISSIONER CLARK:** Maybe I can take that
10 opportunity to ask, on Page 3, I guess, of your
11 Rebuttal Testimony, you indicate that BellSouth has
12 entered into at least one interconnection agreement
13 with an ALEC under which BellSouth provides access to
14 the network terminating wire -- is that NTW -- without
15 an intervening access terminal. Page 2, I guess, of
16 your rebuttal. I'm sorry. Did I say 3?

17 **WITNESS BEVERIDGE:** What line number, if I
18 may ask?

19 **COMMISSIONER CLARK:** 11.

20 **WITNESS BEVERIDGE:** I'm there.

21 **COMMISSIONER CLARK:** I guess my question is,
22 if this is a provision in another agreement, why can't
23 you elect to use that agreement? As I understand it,
24 under the ruling of the court, you can pick and choose
25 elements of another agreement that you like and get

1 service under that. Why don't you do that?

2 **WITNESS BEVERIDGE:** If that's permitted, and
3 I defer to counsel on that one, that certainly would
4 be an alternative.

5 **COMMISSIONER CLARK:** All ready. So what you
6 understand is in the other ALEC Interconnection
7 Agreement would be acceptable to you?

8 **WITNESS BEVERIDGE:** As we understand it,
9 yes.

10 **COMMISSIONER CLARK:** Okay.

11 **Q** (By Mr. Carver) Let's talk for awhile
12 about the block is down in the basement, the access
13 cross-connect. So let's leave the apartment for a
14 little bit and talk about the your proposal to connect
15 in BellSouth's network. The demonstration that you
16 showed us earlier, basically what that is, is a
17 process where let's say it's a BellSouth customer and
18 then they decide to change over to MediaOne.
19 Basically your technician would go in, disconnect
20 BellSouth's distribution facilities, and then
21 reconnect MediaOne's distribution facilities to that
22 block, correct?

23 **A** That's correct.

24 **Q** And it would be up to -- well, if no
25 BellSouth technician were there to see this, it would

1 be up to MediaOne to tell BellSouth that it had done
2 this, correct?

3 A Yes.

4 Q And if MediaOne did not tell BellSouth that
5 they had done it, then BellSouth wouldn't know to
6 charge you for network terminating wire to get to the
7 customer, would it?

8 A If that were the only reporting mechanism,
9 yes.

10 Q I'm sorry?

11 A I believe the answer is yes.

12 Q Now, MediaOne's proposal is that every ALEC
13 in the state of Florida would be able to interconnect
14 or to connect at the access terminal in BellSouth's
15 network in exactly the way you're proposing, correct?

16 A That's correct.

17 Q Do you know how many certificated ALECs
18 there are in Florida?

19 A I understand the number is somewhere around
20 50.

21 Q No, sir. Actually 50 was the number that I
22 used in a deposition as a hypothetical. Other than
23 what I told you in your deposition, do you have any
24 other information as to the number of ALECs?

25 A I do not.

1 Q I have to tell you I was somewhat surprised
2 because I went back and in a BellSouth report that is
3 compiled from public documents, that I'd be happy to
4 show you if you'd like to see it, and we found that
5 there are approximately 275 certificated ALECs in
6 Florida. If you'd like to look at that report I can
7 show it to you, but just for talking purposes, can we
8 use that as a number?

9 A Let's proceed.

10 Q And again, this is based on public
11 documents, so it can be confirmed in that way. If
12 there are -- well, with 275 ALECs in Florida,
13 basically any one of 275 companies could have their
14 technicians go into BellSouth and do this operation
15 that you've described, correct?

16 A That's correct.

17 Q And under your proposal, they would all have
18 the ability to disconnect each others facilities also,
19 correct?

20 A Yes, that's correct.

21 Q And this would basically all be done on the
22 honor system. In other words, each ALEC would have to
23 tell the other ALECs or BellSouth what they had done?

24 A That's correct.

25 Q Now, I know in your testimony you say that

1 your technicians are competent. MediaOne obviously
2 isn't in a position to vouch for the competence of the
3 technicians of 275 companies, are you?

4 A No, we are not.

5 Q And you're not in a position to assure the
6 Commission that all 275 of the these companies will
7 diligently and honestly report whatever it is that
8 they've done to BellSouth's network, are you?

9 A Nope.

10 Q ALECs are not carriers of last resort, are
11 they?

12 A No.

13 Q BellSouth is the carrier of last resort,
14 correct?

15 A That's my understanding.

16 Q So hypothetically, let's assume -- and I
17 know MediaOne wouldn't do this -- but let's assume
18 that one of these other 275 ALECs went into the
19 cross-connect in BellSouth's network and made a mess
20 out of it. BellSouth, under the law in Florida, would
21 still have the responsibility to serve any customer in
22 that apartment building that wanted service, correct?

23 A That's correct.

24 Q Let me ask you, do you know of any
25 Commission anywhere in the United States that for any

1 purpose has said that one carrier has to allow another
2 carrier to connect into their network without their
3 personnel being present?

4 **A** I have no direct knowledge.

5 **MR. CARVER:** Thank you. That's all that I
6 have.

7 **COMMISSIONER DEASON:** Staff.

8 **MR. FORDHAM:** Just a couple of questions.
9 Excuse me.

10 **CROSS EXAMINATION**

11 **BY MR. FORDHAM:**

12 **Q** Mr. Beveridge, did you have access to a copy
13 of MediaOne's July the 2nd response to Staff's
14 Interrogatory No. 15, wherein we asked whether
15 MediaOne proposed prices for network terminating wire?

16 **A** I believe that I've seen it.

17 **Q** That would be --

18 **A** I'm not sure I have it in front of me.

19 **Q** Okay. Do you concur that MediaOne's
20 response to Interrogatory No. 15 is essentially that
21 MediaOne believes the network terminating wire should
22 be priced at a TELRIC cost or, I think, quoting from
23 the response that MediaOne does not have the
24 information necessary to determine what those prices
25 should be? Is that essentially correct?

1 A That is correct.

2 Q Are you aware that BellSouth Witness
3 Caldwell filed a cost study for network terminating
4 wire on April the 1st of 1999?

5 A No, sir, I'm not.

6 Q So you've not seen that cost study that was
7 provided?

8 A I have not reviewed a cost study.

9 Q Would you think that significant to see that
10 cost study if it were filed in this matter?

11 A I don't know. I can't answer the question.

12 Q No further questions.

13 **COMMISSIONER DEASON:** Redirect.

14 **MR. GRAHAM:** Yes. Thank you. We'll ask a
15 few questions.

16 **REDIRECT EXAMINATION**

17 **BY MR. GRAHAM:**

18 Q Mr. Beveridge, I know it got a bit confusing
19 there, but I'm going to walk back in that water again.
20 Under BellSouth's proposal, they would suggest that
21 MediaOne should cross-connect at the customer's
22 premise at the demarcation point. We talked about
23 that some, correct?

24 A That's correct.

25 Q Can you describe for the Commission, please,

1 in shorthand fashion, the problems that that proposal
2 presents to MediaOne?

3 **A** Connecting at the demarcation inside a given
4 living unit premises location in apartment -- MDU
5 complex would require -- and not using any NTW from
6 BellSouth would require that MediaOne establish its
7 facilities in parallel or overbuild the apartment, in
8 effect, all the way to those living units that were
9 potential customers.

10 **Q** And an overbuild, what's the problem with
11 that?

12 **A** The cost and permissions to provide the
13 additional cabling and necessary hardware to deliver
14 the service.

15 **Q** And in your experience, does a building
16 owner typically enjoy another ILEC coming in there and
17 running cabling all through the premises?

18 **A** No, sir.

19 **COMMISSIONER CLARK:** Mr. Graham, let me
20 interrupt just for a minute. With respect to the
21 other states, what other states do you operate in
22 again?

23 **WITNESS BEVERIDGE:** Well, in the Atlanta
24 region, Jacksonville, Pompano in Florida; Richmond,
25 Virginia; Boston --

1 **COMMISSIONER CLARK:** Let me ask you about
2 Georgia, Virginia and Massachusetts. Where is the
3 demarcation in multiple dwelling units in those
4 states?

5 **WITNESS BEVERIDGE:** In the state of Georgia,
6 the same essential proposal is made by BellSouth.

7 **COMMISSIONER CLARK:** You've misunderstood
8 me. Where is the point of demarcation in a multiple
9 dwelling unit by law in Georgia, Virginia and
10 Massachusetts?

11 **WITNESS BEVERIDGE:** If I may answer for the
12 other locations. I'm not sure in the state of
13 Georgia. I know BellSouth's proposal. In the case of
14 Massachusetts, in fact, they allow an MPOE, which is
15 exactly what our proposal or counter proposal is. So
16 that's Massachusetts.

17 **COMMISSIONER CLARK:** Let me ask it -- do you
18 not know what the law establishes the demarcation
19 point in those states? Because the demarcation
20 point -- by that I mean, where is it inside wire and
21 where is it network wire?

22 **WITNESS BEVERIDGE:** In Massachusetts they
23 allow an MPOE according to the Commission's rules as I
24 understand them.

25 **COMMISSIONER CLARK:** Okay. An MPOE then in

1 this demonstration, the network wiring terminates in
2 that closet and what's beyond it is inside wire; is
3 that correct?

4 **WITNESS BEVERIDGE:** That's correct.

5 **COMMISSIONER CLARK:** And what they allow you
6 to do then is you can make the changes that you're
7 suggesting you do here? You've been allowed to do
8 that in those states?

9 **WITNESS BEVERIDGE:** Yes, and in every other
10 jurisdiction we operate in.

11 **COMMISSIONER CLARK:** Okay.

12 **Q** (By Mr. Graham) Following up on that
13 point, let's talk about the condo NID. What entity or
14 who obtains the benefit from a condo NID under
15 BellSouth's proposal?

16 **A** Under BellSouth's proposal BellSouth and
17 whoever is connecting as an ALEC would obtain test
18 jack benefit. It simplifies determining whether its
19 network trouble or trouble perhaps within the
20 apartment or the customer's instruments.

21 **Q** Can you explain why a condo NID is not
22 necessary under the proposal that MediaOne has
23 submitted?

24 **A** The relative stability of the inside wire
25 and not disturbing those connections essentially say

1 that for most cases the trouble it winds up being in
2 the network rather than in the apartment or inside the
3 building. So there's little or no trouble that occurs
4 as a practical matter within wiring that's not been
5 disturbed inside apartments.

6 Q Under the BellSouth proposal, if you were to
7 connect at the customer's premise in the actual
8 apartment, is it still necessary to go back into the
9 BellSouth wiring closet to activate that connection?

10 A No. And the reason for that is it bypasses
11 BellSouth's network terminating wire. If you go
12 directly to the apartment with new facilities, it
13 connects basically to the remaining true inside wire
14 as it's used here.

15 Q As you understand it, what is BellSouth's
16 opposition to allowing a MediaOne technician access
17 into their wiring closet or cross-connect facility?

18 A As I understand it, the cross-connect
19 facility in a wiring closet, for example, the
20 objection is based on the possibility that some
21 disruption of service could occur in the case of our
22 activity in that wiring closet.

23 Q In your experience, is that a common
24 occurrence or a likely occurrence?

25 A In my experience, it's an unlikely

1 occurrence, given properly trained craft technicians
2 who have the responsibility for safeguarding all
3 service, not just the particular customer that they're
4 working with.

5 Q And MediaOne is a facilities-based carrier;
6 is that right?

7 A That's correct.

8 Q And am I correct to say that its technicians
9 do this kind of work all the time?

10 A That's correct.

11 **COMMISSIONER DEASON:** Let me ask a question.
12 When you refer to craft technician, that is a
13 generally accepted term used to describe persons with
14 certain training, technical training; is that correct?

15 **WITNESS BEVERIDGE:** That's correct.

16 **COMMISSIONER DEASON:** Is that technical
17 training somehow able to be certified or -- so that
18 you can represent that your technician is capable of
19 understanding the network and is aware that they could
20 do damage to a network if they did something
21 improperly?

22 **WITNESS BEVERIDGE:** That's correct. By
23 virtue of experience and by training, between those
24 two categories, we make sure that our technicians are
25 competent and do not -- first of all, properly

1 establish service and, most importantly, do not
2 provide a hazard to the service of any --

3 **COMMISSIONER DEASON:** Well, is there a
4 certification status available for technicians to
5 obtain?

6 **WITNESS BEVERIDGE:** I don't know the answer
7 to that question within our company in the form of a
8 certificate or a formal -- but there is training that
9 goes with the position.

10 **COMMISSIONER DEASON:** But that would be up
11 to each individual company and if there are 250
12 different companies, just hypothetically, you could
13 have 250 different standards for training and
14 experience?

15 **WITNESS BEVERIDGE:** That's correct.

16 **Q** **(By Mr. Graham)** Mr. Beveridge, under
17 MediaOne's proposal, how would MediaOne make BellSouth
18 aware of its intention to make use of certain aspects
19 of the network?

20 **A** If we had successfully marketed into a
21 particular customer in an MDU, we would be required to
22 do a variety of things beginning with notification,
23 setting the date of service switch from BellSouth to
24 MediaOne. There are a variety of other activities
25 that have to happen in parallel with that. For

1 example, populating the database, making sure
2 directory assistance and E911 and the like are
3 properly reflected so that those emergency and other
4 directory services -- CNAM, as was mentioned in
5 previous testimony -- are all properly coordinated so
6 that the customer enjoys continuous service
7 performance as they change carriers.

8 Q So at each of those junctures, you would
9 have a MediaOne employ addressing the issue with a
10 BellSouth employee at each one of those points along
11 the line; is that correct?

12 A That's correct.

13 Q So it's not a situation of MediaOne walks
14 into the wiring closet, flips the switch over and off
15 you go?

16 A No.

17 Q All right. We talked about the fact that in
18 Florida there evidently are 275 ALECs. How many of
19 those, in your knowledge, are facilities-based?

20 A I don't know the exact number. I would
21 estimate the number to be no more than two, perhaps
22 MediaOne and perhaps a wireless carrier that might be
23 providing service. That would be my estimate.

24 Q The other 273, are they focused on providing
25 residential service in MDUs to your knowledge?

1 A I don't have any direct knowledge with
2 regard to the remaining 273, but I would estimate
3 that --

4 **MR. CARVER:** Excuse me. I'm going to object
5 to this. I mean, at this point counsel has gone
6 beyond the cross and he's inviting his witness to
7 speculate. I mean, Mr. Beveridge is beginning each of
8 these answers with, "I don't have any direct knowledge
9 but." And he's basically just giving his speculation
10 as to the status of ALECs in Florida. I mean, in his
11 deposition he said he didn't really know anything
12 about it and it's obvious he still doesn't know
13 anything about it, but he's giving opinions anyway.

14 **COMMISSIONER DEASON:** Mr. Graham.

15 **MR. GRAHAM:** If I could respond. I let
16 Mr. Carver's suggestion that there were 275 ALECs in
17 Florida go unchallenged. That's nowhere in the record
18 either. I think it would be fair to let me address
19 that.

20 **COMMISSIONER DEASON:** Well, I'm having some
21 difficulty. If your witness doesn't know if it's 50
22 or 275, how all of a sudden he can say that there is
23 273 nonfacilities-based providers. So I'm going to
24 sustain the objection. You need to move to a
25 different line.

1 Q (By Mr. Graham) Let me ask the question
2 another way then. Would a nonfacilities-based carrier
3 have any need for interaction with an MDU?

4 A No.

5 Q And lastly, there was a question regarding a
6 TELRIC cost study that BellSouth has performed. Do
7 you have any qualifications to review and comment on a
8 TELRIC cost study?

9 A I do not.

10 Q Thank you very much. I don't have anything
11 further.

12 **MR. CARVER:** Commissioner Deason, there were
13 some Commission questions that raised a new matter or
14 two and I wonder if I might have to ask just one or
15 two questions to follow up and try to clarify his
16 answers?

17 **COMMISSIONER DEASON:** If they are only in
18 response to Commissioner questions and if it goes
19 beyond that, then there could be an objection. Limit
20 it to that.

21 **MR. CARVER:** Yes, sir. Thank you.

22 **REXCROSS EXAMINATION**

23 **BY MR. CARVER:**

24 Q Mr. Beveridge, in Georgia the arbitration of
25 this matter has not occurred yet, right?

1 A That's correct.

2 Q So Georgia hasn't ruled one way or the other
3 on your proposal?

4 A That's correct.

5 Q Now, we talked about Massachusetts. In
6 Massachusetts the demarcation point is -- it would
7 basically be here, down in the basement, as opposed to
8 at the customer premise the way it would be under the
9 Florida rule, correct?

10 A That's correct.

11 Q So in Massachusetts when you interconnect at
12 this point, you're not in the middle of BellSouth's
13 network, you're at the end of it, correct?

14 A That's correct.

15 Q And BellSouth would have no responsibility
16 for service beyond this point, correct?

17 A That's correct.

18 Q So in other words, under the Massachusetts
19 rule, ultimately, someone other than BellSouth would
20 be responsible for any problems that occur between
21 here and the customer premise?

22 A That's correct.

23 Q Now, under the Florida rule, if a customer
24 for some reason were dissatisfied with your service
25 and switched back to BellSouth and these facilities

1 had been damaged in some way, BellSouth would be
2 responsible for the repair to its own network, would
3 it not?

4 **A** I believe so.

5 **Q** Thank you. That's all that I have.

6 **COMMISSIONER JACOBS:** What about if there
7 are certain provisions or features of your service
8 that require a facilities -- well, I just realized
9 what the answer is. Your best scenario is that you
10 have your riser cable at the location, right? So that
11 you would tailor and specify all of your features from
12 there; is that correct?

13 **WITNESS BEVERIDGE:** I'm sorry. I don't
14 understand the question. Was it with regard to
15 features?

16 **COMMISSIONER JACOBS:** My concern was -- my
17 concern originally, the original question that I had
18 was, what if there are features that you want to add
19 to someone's line. It's installed. You want to add.
20 And they come in, you offer something, they want to
21 add it to it. In that scenario, you're going to have
22 to come in and modify the service where? In this
23 closet here?

24 **WITNESS BEVERIDGE:** If the feature isn't a
25 physical feature, it's, for example, what we call

1 vertical service, we already offer it, for example, as
2 part of a package. But, if we were to structure, then
3 it's generally done at the switch. In other words, no
4 physical visit is required.

5 **COMMISSIONER JACOBS:** Okay. So nothing
6 would be necessary to be done here?

7 **WITNESS BEVERIDGE:** No.

8 **COMMISSIONER JACOBS:** Now, let me -- then
9 let me go where I thought would be the answer. Your
10 suggestion with regard to allowing the -- your
11 facilities to be housed or sited at the MDU, is that
12 an attempt to overcome even any physical upgrades or
13 modifications that might arise subsequent to the
14 original connection, or is that -- does it have
15 anything to do with that at all?

16 **WITNESS BEVERIDGE:** I don't believe it has
17 anything to do -- the collocation, if you will, in a
18 wiring closet simply allows a flexibility point to
19 establish service to a variety of customers.

20 **COMMISSIONER JACOBS:** And after that it has
21 no real further role?

22 **WITNESS BEVERIDGE:** No.

23 **COMMISSIONER JACOBS:** Okay. Thank you.

24 **COMMISSIONER DEASON:** Exhibits.

25 **MR. GRAHAM:** Yes. We ask that the exhibits

1 be entered into the record.

2 **COMMISSIONER DEASON:** That's Exhibits 12 and
3 13. Without objection, Exhibits 12 and 13 are
4 admitted.

5 **MR. GRAHAM:** Thank you very much.

6 (Exhibits 12 and 13 received in evidence.)

7 **COMMISSIONER DEASON:** We're going to take a
8 15 minute recess.

9 (Brief recess.)

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1 **COMMISSIONER DEASON:** Call the hearing back
2 to order. BellSouth.

3 **MS. WHITE:** Yes. BellSouth would call
4 Keith Milner to the stand. He's out of order of the
5 witness list but MediaOne has indicated they have no
6 objection, and in this instance we can get all of his
7 technical testimony out of the way at one time.

8 **COMMISSIONER DEASON:** Very well.

9

10 **W. KEITH MILNER**

11 was called as a witness on behalf of BellSouth
12 Telecommunications, Inc. and, having been duly sworn,
13 testified as follows:

14 **DIRECT EXAMINATION**

15 **BY MS. WHITE:**

16 **Q** Mr. Milner, would you please state your
17 name, address and place of employment for the record?

18 **A** Yes. My name is Keith Milner. My business
19 address is 675 West Peachtree Street, Atlanta,
20 Georgia, and I'm employed by BellSouth
21 Telecommunications, Incorporated, as Senior Director,
22 Interconnection Services.

23 **Q** Have you previously caused to be prepared
24 and prefiled in this case Direct Testimony consisting
25 of 16 pages and Rebuttal Testimony consisting of 23

1 pages?

2 **A** Yes, that's correct.

3 **Q** Do you have any substantive additions,
4 changes or corrections to make to that testimony at
5 this time?

6 **A** No.

7 **Q** If I were to ask you the same questions that
8 are contained in your prefiled Direct and Rebuttal
9 Testimony today, would your answers to those questions
10 be the same?

11 **A** Yes, they would.

12 **MS. WHITE:** Commissioner Deason, I'd like to
13 have the Direct and Rebuttal Testimony of Mr. Milner
14 inserted into the record as if read.

15 **COMMISSIONER DEASON:** Without objection.

16 **MR. GRAHAM:** No objection.

17 **COMMISSIONER DEASON:** It shall be so
18 inserted.

19 **Q** **(By Ms. White)** Mr. Milner, did you prepare
20 five exhibits with your Direct Testimony labeled WKM-1
21 through 5?

22 **A** Yes, that's correct.

23 **Q** Do you have any changes to those exhibits?

24 **A** No, I don't.

25 **MS. WHITE:** I'd like to have those exhibits

1 attached to Mr. Milner's Direct Testimony marked for
2 identification.

3 **COMMISSIONER DEASON:** Exhibit 14.

4 (Exhibit 14 marked for identification.)

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1 BELL SOUTH TELECOMMUNICATIONS, INC.
2 DIRECT TESTIMONY OF W. KEITH MILNER
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 990149-TP
5 April 1, 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. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

18
19 A. My business career spans over 28 years and includes responsibilities in
20 the areas of network planning, engineering, training, administration, and
21 operations. I have held positions of responsibility with a local exchange
22 telephone company, a long distance company, and a research and
23 development laboratory. I have extensive experience in all phases of
24 telecommunications network planning, deployment, and operations
25 (including research and development) in both the domestic and

1 international arenas.

2

3 I graduated from Fayetteville Technical Institute in Fayetteville, North
4 Carolina, in 1970, with an Associate of Applied Science in Business
5 Administration degree. I later graduated from Georgia State University
6 in 1992 with a Master of Business Administration degree.

7

8 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC
9 SERVICE COMMISSION, AND IF SO, BRIEFLY DESCRIBE THE
10 SUBJECT OF YOUR TESTIMONY?

11

12 A. I have testified before the state Public Service Commissions in
13 Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi and South
14 Carolina, the Tennessee Regulatory Commission, and the Utilities
15 Commission in North Carolina on the issues of technical capabilities of
16 the switching and facilities network regarding the introduction of new
17 service offerings, expanded calling areas, unbundling, and network
18 interconnection.

19

20 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED
21 TODAY?

22

23 A. In my testimony, I will address certain unresolved network-related
24 issues that have been raised for arbitration by MediaOne in this docket.
25 Those issues, in whole or in part, are issues 5, 6, 10 and 11.

1

2 ***Issue 5: What is the appropriate manner for MediaOne to have access to***
3 ***network terminating wire (“NTW”) in multiple dwelling units (“MDUs”)?***

4

5 Q. WHAT IS BELLSOUTH’S POSITION ON THESE ISSUES?

6

7 A. Neither the 1996 Act nor the FCC requires that access to UNEs by
8 Alternative Local Exchange Companies (ALECs) be “identical” to
9 BellSouth’s use of its own facilities. Instead, the FCC specified six (6)
10 technically feasible interconnection points.¹ The sixth interconnection
11 point listed covers “the points of access to unbundled elements.”
12 Neither the 1996 Act nor the FCC specified Network Terminating Wire
13 (“NTW”) to be an unbundled network element (“UNE”). However, at a
14 minimum, a technically feasible form of access must be identified.
15 BellSouth believes the form of access to NTW proposed by MediaOne
16 cannot be found to be technically feasible as that term is defined by the
17 FCC.

18

19 Q. HOW DOES THE FEDERAL COMMUNICATIONS COMMISSION
20 (FCC) DEFINE THE TERM “TECHNICALLY FEASIBLE” AND
21 ADDRESS NETWORK RELIABILITY AND SECURITY CONCERNS?

22

23 A. In its First Report and Order (CC Docket No. 96-98, released August 8,
24 1996) at paragraph 198, the FCC included the following statement:

¹ FCC’s First Report and Order, CC Docket No. 96-325, at ¶ 212)

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“Specific, significant, and demonstrable network reliability concerns associated with providing interconnection or access at particular point, however, will be regarded as relevant evidence that interconnection or access at that point is technically infeasible.”

The FCC elaborated further on this point at paragraph 203 of that same order, by stating:

“We also conclude, however, that legitimate threats to network reliability and security must be considered in evaluating the technical feasibility of interconnection or access to incumbent LEC networks. Negative network reliability effects are necessarily contrary to a finding of technical feasibility. *Each carrier must be able to retain responsibility for the management, control, and performance of its own network.*”

(emphasis added)

Thus, the FCC’s First Report and Order provides clear guidance to find that the access to network terminating wire sought by MediaOne is not technically feasible.

In fact, one important aspect of the FCC’s definition of “technical feasibility” is the recognition that methods of interconnection or access that adversely affect network reliability are “relevant evidence that interconnection or access at that particular point is technically

1 infeasible.” (First Report and Order, ¶¶ 198, 203) Thus, MediaOne’s
2 proposal must be examined in light of its adverse effect on network
3 reliability and security.

4

5 Q. WHEN YOU EXAMINE MEDIAONE’S PROPOSAL IN LIGHT OF ITS
6 ADVERSE EFFECT ON NETWORK RELIABILITY AND SECURITY,
7 WHAT IMPACT COULD IT PRESENT ON END USER CUSTOMERS?

8

9 Closer examination of MediaOne’s proposal immediately reveals that
10 MediaOne’s technicians could, intentionally or unintentionally, disrupt
11 the service provided by BellSouth to the end user customers. The FCC
12 requires that “each carrier must be able to retain responsibility for the
13 management, control, and performance of its own network.” (First
14 Report and Order, ¶ 203) MediaOne’s proposal strikes at the heart of
15 this provision and, if allowed, would render BellSouth incapable of
16 managing and controlling its network in the provision of service to its
17 end user customers. Clearly, the adoption of MediaOne’s proposal
18 could place BellSouth in jeopardy of violating the FCC’s rules.

19

20 Q. HOW DOES THE ADOPTION OF MEDIAONE’S PROPOSAL PUT
21 BELLSOUTH IN JEOPARDY?

22

23 A. The “cross-connect facility” that has been referred to by MediaOne is
24 commonly referred to as a “garden terminal.” The garden terminal is a
25 junction point between large outside plant cables and the smaller

1 cables that extend to each individual customer premises (e.g.,
2 apartments or suites). An interior view of a typical garden terminal is
3 shown on Page 2 of Exhibit WKM-1 that is attached to this testimony.
4 As can readily be seen, a garden terminal is a relatively small device
5 with no means of protecting against intentional or unintentional
6 disruption once access to the interior of the garden terminal has been
7 made. For reasons of network reliability and security, BellSouth refuses
8 MediaOne direct access to the network facilities (i.e., the NTW) located
9 within the garden terminal.

10

11 Q. WHAT DOES BELLSOUTH OFFER?

12

13 A. BellSouth offers a reasonable method of access to the NTW in
14 BellSouth's garden terminal. Using BellSouth's proposed method, the
15 ALEC installs its own terminal in proximity to the BellSouth garden
16 terminal. BellSouth installs an access terminal that contains a cross-
17 connect panel on which BellSouth will extend the ALEC requested NTW
18 pairs from the garden terminal. The ALEC will then extend a tie cable
19 from their terminal and connect to the pairs they have requested. The
20 ALEC would then install its own Network Interface Device ("NID") within
21 the end-user apartment and connect the ALEC requested pair(s) to this
22 NID. This manner of access retains network reliability, integrity, and
23 security for both BellSouth's network and the ALEC's network. This
24 arrangement is shown schematically on Page 1 of Exhibit WKM-1 which
25 is attached to this testimony and in a photograph included as Page 3 of

1 Exhibit WKM-1. Note that the arrangement shown is one in actual use
2 by another ALEC. Thus, other ALECs have agreed to and are using
3 the form of access discussed above and are compensating BellSouth
4 for such use.

5
6 At MediaOne's request, BellSouth will pre-wire NTW pairs, which would
7 obviate the need to have a BellSouth technician dispatched each time
8 MediaOne wants access to a given end user customer. Additionally, as
9 an alternative to MediaOne installing its own NID, BellSouth offered the
10 option to have BellSouth install a NID for MediaOne's use with their
11 requested NTW pairs instead of MediaOne dispatching a technician to
12 do the work. To date, MediaOne refuses to pay BellSouth for such pre-
13 wired connections or to install the NID.

14
15 Q. DOES THE ALTERNATIVE TO HAVE BELLSOUTH INSTALL A NID
16 ASS OFFERED BY BELLSOUTH REQUIRE THAT A SERVICE
17 PROVIDER (THAT IS, BELLSOUTH OR MEDIAONE) ENTER THE
18 CUSTOMER'S PREMISES TO REARRANGE CONNECTIONS TO
19 THE INSIDE WIRE EACH TIME THE CUSTOMER CHANGES
20 SERVICE PROVIDER?

21
22 A. No; only an initial entry to a customer's premises would be required to
23 install the NID. BellSouth has discussed with MediaOne and other
24 ALECs the use of a new style of Network Interface Device (NID) that
25 allows the end user customer to connect the inside wire to the loop

1 facilities or either or both of two service providers. One such device is
2 the Siecor INI 200 device manufactured by Siecor Corporation. Interior
3 and exterior views of this device are shown on pages 4 and 5 of Exhibit
4 WKM-1. The use of a device such as the INI 200 allows wiring flexibility
5 such that the end user could have one line provided by BellSouth and a
6 second line provided by an ALEC such as MediaOne. Alternatively, the
7 Siecor INI 200 may be wired such that both first and second lines are
8 both provided by either BellSouth or by an ALEC such as MediaOne.
9 As can be noted on the photographs in Exhibit WKM-1, the jacks may
10 be labeled as "BellSouth" and "MediaOne" for example such that the
11 end user customer need only plug the modular connector into the
12 appropriate jack and thus connect the inside wire to the chosen service
13 provider's loop facilities. Doing so would obviate the need for a service
14 provider to visit the end user customer's premises after the initial
15 installation of this type of jack.

16
17 Q. IS BELLSOUTH'S POSITION COMPLIANT WITH THIS
18 COMMISSION'S RULES REGARDING DEMARCATION POINTS?

19
20 A. Yes. BellSouth's position is totally compliant with the rules created by
21 this Commission. Clearly, NTW is part of BellSouth's facilities as it is
22 on the network side of the demarcation point. MediaOne wants the
23 Commission to set aside its rules and re-define NTW as inside wire.
24 MediaOne's request that the Commission redefine the demarcation
25 point would create a morass of issues including jurisdiction, confiscation

1 of property, and customer confusion. BellSouth submits that the
2 Commission simply must not allow MediaOne's self interests to prevail
3 over the interests of BellSouth, other service providers who have
4 installed their NTW, building owners, and end user customers.

5

6 ***Issue 6: What is the appropriate demarcation point for BellSouth's***
7 ***network facilities serving multiple dwelling units?***

8

9 Q. WHAT IS BELLSOUTH'S BASIC POSITION REGARDING HOW THE
10 DEMARCATION POINT SHOULD BE ESTABLISHED FOR
11 BUILDINGS SERVED BY BELLSOUTH?

12

13 A. The demarcation point should be established consistent with this
14 Commission's rule 25-4.0345-1B.

15

16 Q. WHAT IS YOUR UNDERSTANDING OF WHAT MEDIAONE IS
17 REQUESTING REGARDING ESTABLISHMENT OF THE
18 DEMARCATION POINT?

19

20 A. First of all, it is not clear to me from reading MediaOne's Petition For
21 Arbitration exactly what it wants this Commission to decide relative to
22 this issue. However, MediaOne apparently wants this Commission to
23 find that BellSouth's network terminating wire is not part of BellSouth's
24 network but rather inside wire such that MediaOne would not have to
25 compensate BellSouth for access to and use of network terminating

1 wire. MediaOne would have this Commission believe that network
2 terminating wire is not a sub-loop element belonging to BellSouth.

3

4 Q. IS NETWORK TERMINATING WIRE CLASSIFIED AS INSIDE WIRE
5 AS MEDIAONE SEEMS TO IMPLY?

6

7 A. No. Wiring which is on the customer's side of the network demarcation
8 point is classified as inside wire. Since network terminating wire is not
9 located on the customer's side of the network demarcation point, it is
10 not, by definition, "inside wire." BellSouth does not in any way restrict
11 the use of "inside wire"; that is, wiring on the customer's side of the
12 demarcation point.

13

14 BellSouth has not asserted that BellSouth owns, or controls, inside
15 wire. Inside wire is simply not the issue. BellSouth expects to be, and
16 is entitled to be, compensated for the parts of BellSouth's loop used by
17 an ALEC, including network terminating wire. Network terminating wire
18 is a part of the loop. The loop is on one side of the demarcation point
19 or NID. The inside wire is on the customer side of that demarcation
20 point. The demarcation point has clearly been established by rules set
21 forth by this Commission. MediaOne apparently believes that by
22 confusing the status of network terminating wire as being inside wire, it
23 can avoid having to pay BellSouth for its use. The Commission should
24 not condone MediaOne's attempt to use BellSouth's facilities without
25 paying for them.

1

2 Q. WHAT ARE SUB-LOOP ELEMENTS?

3

4 A. Sub-loop elements are the piece parts that make up the entire loop that
5 extends from the BellSouth central office to the demarcation point
6 between BellSouth's network and the inside wire at the end user
7 customer's premises. Network terminating wire and riser cables are not
8 classified as inside wire. Rather, since network terminating wire is on
9 the network side of the demarcation point, it is part of BellSouth's loop
10 facilities.

11

12 Q. WAS THE ISSUE OF UNBUNDLING OF NETWORK TERMINATING
13 WIRE THE SUBJECT OF ARBITRATION PROCEEDINGS BEFORE
14 THIS AUTHORITY?

15

16 A. No, not directly. However, network terminating wire and/or riser cable
17 are properly thought of as "sub-sub-loop element unbundling" in that
18 network terminating wire is part of the sub-loop element Loop
19 Distribution.

20

21 Q. PLEASE GIVE A BRIEF DESCRIPTION OF THE TECHNOLOGY
22 BELLSOUTH USES IN PROVIDING CUSTOMER LOOPS.

23

24 A. Today, BellSouth uses many types of facilities and technologies to
25 provision loops to its customers. In some cases, the facility may be a

1 basic architecture consisting of a pair of copper wires that extend from
2 the Main Distributing Frame (MDF) of the central office (CO) to the NID
3 at the end user's premises. In other cases, BellSouth may use a
4 mixture of fiber optic cables, pairs of copper wires and sophisticated
5 electronics to provision a circuit from the CO to the customer. By
6 offering these different types of provisioning options, BellSouth is able
7 to provide optimum flexibility and cost-effectiveness during its service
8 processes. As an example, Digital Loop Carrier ("DLC") is one such
9 technology that uses a mixture of facilities and equipment to provide
10 loops to end users.

11

12 Q. PLEASE DESCRIBE THE NETWORK INTERFACE DEVICE (NID)

13

14 A. Simply stated, the NID provides a demarcation point between
15 BellSouth's facilities (that is, the loop) and the customer's facilities (that
16 is, the inside wire). Thus, the NID provides a way to connect the loop to
17 the inside wire.

18

19 Q. WHAT IS RISER CABLE?

20

21 A. In multi-story buildings, riser cable is that part of BellSouth's loop
22 facilities extending from the building's cable entrance (often in the
23 basement or on the first floor) and rising to each floor served by that
24 cable. Here again, riser cable is a part of that sub-loop element
25 referred to as loop distribution and is located on the network side of the

1 demarcation point between BellSouth's loop facilities and the inside
2 wire at an end user customer's premises.

3

4 Q. WHAT IS NETWORK TERMINATING WIRE?

5

6 A. Network terminating wire is another part of the BellSouth loop facilities
7 referred to as the sub-loop element loop distribution. In multi-story
8 buildings, network terminating wire is connected to the riser cable and
9 "fans out" the cable pairs to individual customer suites or rooms on a
10 given floor within that building. Where riser cable is not used, network
11 terminating wire is attached directly to BellSouth's loop distribution
12 cables. In this sense, network terminating wire is the "last" part of the
13 loop on the network side of the demarcation point. Thus, the NID
14 establishes the demarcation point between BellSouth's network and the
15 inside wire at the end user customer's premises with network
16 terminating wire being located on BellSouth's side of the demarcation
17 point and, thus, comprising part of BellSouth's network.

18

19 ***Issue 10: In implementing Local Number Portability ("LNP"), should***
20 ***BellSouth and/or MediaOne be required to notify the Number Portability***
21 ***Administration Center ("NPAC") of the date upon which BellSouth will***
22 ***cut-over MediaOne customer numbers at the MediaOne requested time***
23 ***concurrent with BellSouth's return of a Firm Order Commitment ("FOC")***
24 ***to MediaOne?***

25

1 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

2

3 A. The local number portability ("LNP") provisioning flows that BellSouth
4 uses are those adopted by the North American Numbering Council
5 ("NANC"), which was appointed by the FCC. In accordance with the
6 FCC's Telephone Number Portability Order (CC Docket No. 95-116),
7 Lockheed Martin was appointed by the FCC as a neutral third party who
8 administers, staffs, and operates the Number Portability Administration
9 Center ("NPAC"). The provisioning flow is such that when a BellSouth
10 end-user agrees to change service to MediaOne, MediaOne notifies
11 BellSouth of the change using a Local Service Request ("LSR").
12 BellSouth then provides a Firm Order Confirmation ("FOC") to
13 MediaOne at which time both BellSouth and MediaOne will create and
14 process service orders. At this time, MediaOne sends a create
15 message to the NPAC who in turn notifies BellSouth of the proposed
16 porting activity. BellSouth will then send a concurrence message to
17 NPAC and provisioning subsequently proceeds under the control of
18 MediaOne until completion. Since BellSouth allows MediaOne to send
19 the create message to NPAC – as opposed to BellSouth -- MediaOne is
20 in control of when provisioning will begin and thus an 18 hour window is
21 not an issue.

1

2 ***Issue 11: Should BellSouth be required to provide a point of contact to***
3 ***intervene in the execution of LNP orders when changes or supplements***
4 ***are necessary for customer-related reasons, and, if so, what charge, if***
5 ***any, should apply?***

6

7 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

8

9 A. It is BellSouth's position that a point of contact is not necessary
10 because MediaOne, as the new service provider, is in control of when
11 end-user calls are routed to MediaOne's switch. MediaOne, as a
12 facilities-based carrier, does not purchase unbundled loops. Therefore,
13 if MediaOne does not send the NPAC activate message, then the end-
14 user calls will continue to route through BellSouth's switch. Should
15 changes or supplements become necessary for customer-related
16 reasons, MediaOne is required to send a supplemental LSR to
17 BellSouth.

18

19 To the extent MediaOne desires a dedicated point of contact provided
20 by BellSouth, the Local Carrier Service Center (LCSC) is available 24
21 hours a day, 7 days a week to provide assistance as necessary. The
22 LCSC is dedicated to handling CLEC service requests and transactions
23 along with associated expedite requests and escalations. However,
24 what BellSouth does not provide is a dedicated individual, (available 24
25 hours a day, seven days a week for each of the hundreds of ALECs

1 with whom BellSouth does business), who would wait for a phone call
2 from the ALEC "just in case" assistance is required during an LNP
3 transition.

4

5 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

6

7 A. YES.

1 BELLSOUTH 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 BELLSOUTH 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.

1

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

6

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

10

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

16

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

25

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 BELL SOUTH'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 BELL SOUTH
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 Siecor 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 BELLSOUTH'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 BELL SOUTH 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.

1 Q (By Ms. White) Mr. Milner, would you
2 please give your summary.

3 A Yes. Thank you.

4 Good morning. My name is Keith Milner and I
5 filed testimony in this proceeding regarding the form
6 of access MediaOne will use to access BellSouth's
7 network terminating wire, or NTW as we have been
8 calling it, at multiple dwelling units, or MDUs.

9 Neither the Telecommunications Act of 1996
10 nor the FCC's rules require that access to unbundled
11 network elements by ALECs be identical to BellSouth's
12 use of its own facilities. Instead, the FCC specified
13 various technically feasible points for
14 interconnection, and one of those interconnection
15 points covers the point of access to unbundled network
16 elements.

17 Now, while neither the 1996 Act nor the FCC
18 specified network terminating wire to be an unbundled
19 network element, at a minimum a technically feasible
20 form of access must be identified.

21 BellSouth believes the form of access to
22 network terminating wire proposed by MediaOne cannot
23 be found to be technically feasible as that term is
24 defined by the FCC. The examination of MediaOne's
25 proposal immediately reveals that MediaOne's

1 technicians could, either intentionally or
2 unintentionally, disrupt the service provided by
3 BellSouth or by service provided by other ALECs to
4 their respective end-user customers.

5 The FCC requires that each carrier be able
6 to retain responsibility for the management, control
7 and performance of its own network. MediaOne's
8 proposal strikes at the heart of this provision, and
9 if allowed, would render BellSouth incapable of
10 managing and controlling its network in the provision
11 of service to its end users, or in providing portions
12 of its network to other ALECs for their use in
13 providing service to their end users.

14 There are two different serving
15 arrangements. The so-called garden terminal
16 arrangement and the wiring closet arrangement. Now,
17 while they are physically different, the two
18 arrangements are functionally identical.

19 The garden terminal and the wiring closet
20 both provide a junction point between large outside
21 plant cables and the smaller cables that extend to
22 each individual customer's premise; that is, the
23 apartment or the suite. The garden terminal is a
24 relatively small device and it has no means of
25 protecting against either intentional or unintentional

1 disruption once access to the interior of the garden
2 terminal has been made. Similarly, the connector
3 blocks used in the wiring closet arrangement provide
4 no inherent prediction against service disruption.

5 For reasons of network reliability and
6 security, BellSouth has refused MediaOne direct access
7 to the network facilities, that is the NTW, located
8 within the garden terminal or the wiring closet.
9 Instead, BellSouth offers a reasonable method of
10 access to the NTW that's housed within the garden
11 terminal or the wiring closet. And using BellSouth's
12 proposed method, the ALEC provides its own terminal in
13 proximity to the BellSouth garden terminal or
14 connector block within the wiring closet.

15 BellSouth then installs what it calls an
16 access terminal that contains a cross-connect panel on
17 which BellSouth will extend the ALEC-requested NTW
18 pairs for the ALEC's use. The ALEC then extends a tie
19 cable from its terminal and connects to that same
20 access terminal to the pairs they have requested.

21 This manner of access retains network
22 reliability, integrity and security for both
23 BellSouth's network and the ALEC's network. And I
24 also note that the arrangement described is one that's
25 in actual use here in Florida by another ALEC. Thus,

1 other ALECs have agreed to, and are using, this form
2 of access.

3 At MediaOne's request, BellSouth will
4 pre-wire NTW pairs which would obviate the need to
5 have a BellSouth technician dispatched each time
6 MediaOne wants access to a given end-user customer.
7 BellSouth has also offered the option to have
8 BellSouth install a network interface device, or NID,
9 for MediaOne's use with their requested NTW pairs
10 instead of MediaOne dispatching a technician to do the
11 work. To date, however, MediaOne has refused to pay
12 BellSouth for such pre-wired connections or to install
13 the network interface device.

14 BellSouth has also discussed with MediaOne
15 and other ALECs the use of the so-called condominium
16 NID that allows the end-user customer to connect the
17 inside wire to the loop facilities of either/or both
18 of two service providers. And one such device is
19 manufactured by a company called Siecor, and that
20 device allows wiring flexibility such that the
21 end-user customer could have one line provided by
22 BellSouth and a second line provided by an ALEC such
23 as MediaOne. The jacks then could be labeled as
24 BellSouth and MediaOne, such that the end-user
25 customer need only plug the modular connector into the

1 appropriate jack, and, thus, connect the inside wire
2 to the chosen service provider's loop facilities.

3 MediaOne can also elect to reduce charges
4 associated with the dispatch of BellSouth's technician
5 by ordering network terminating wire pairs to every
6 unit in the building, for example, and, therefore,
7 it's simply a case of paying a charge initially, as
8 opposed to paying a potentially greater charge for
9 provisioning later on.

10 MediaOne has expressed its concern that to
11 elect pre-wired pairs requires MediaOne to potentially
12 pay for network terminating wire pairs whether or not
13 it has an immediate need for those pairs. While this
14 is true, this is purely a function of doing business.
15 MediaOne ignores the fact that BellSouth pays the cost
16 associated with equipment installed and in service, as
17 well as the equipment installed but not yet in
18 service. In many cases today, for example, BellSouth
19 installs up to six pairs of wires to each apartment in
20 a given complex, for example, even though some users
21 may only order one line. The same conceptual
22 considerations apply to MediaOne. That is, incurring
23 costs up-front in order to reduce or eliminate
24 possible future costs that are higher.

25 Second, MediaOne has also expressed its

1 concern that where a network interface device, or NID,
2 was not previously installed, that MediaOne's
3 technicians must first locate the first jack inside a
4 unit and make wiring changes. BellSouth has offered
5 MediaOne the option to have BellSouth install a NID
6 for MediaOne's use with its requested NTW pairs
7 instead of MediaOne dispatching its technician to do
8 the work.

9 I note, however, that the practice of using
10 the first jack as the demarcation point instead of a
11 NID is a common practice and it's fully compliant with
12 all state and federal regulations.

13 Obviously, BellSouth's own technicians must
14 routinely determine the demarcation point, that is the
15 first jack in some cases, to determine what the
16 end-user customer should be billed for any charges or
17 repairs to the inside wire. Far from being the
18 trial-and-error approach that's been suggested,
19 BellSouth's technicians are adept in determining the
20 likely entry point to the individual customer's
21 premises, and thereby quickly locating the demarcation
22 point. I believe that MediaOne's technicians are, or
23 could easily become, equally adept.

24 To summarize, that BellSouth is entitled to
25 protection of its network, and even more importantly

1 to protect the quality of service BellSouth provides
2 to its customer, both its end-user customers as well
3 as other local service providers who are BellSouth's
4 customers. MediaOne's technicians could intentionally
5 or unintentionally disrupt the service provided by
6 BellSouth to BellSouth's own end-user customers or to
7 the service provided by other ALECs who use
8 BellSouth's NTW.

9 Further, BellSouth would be completely
10 reliant on MediaOne's self-reporting of how many
11 network terminating pairs it uses. Any other ALEC
12 could likewise use NTW pairs and would have to let
13 BellSouth know it was so doing in order for BellSouth
14 to recover its cost.

15 How MediaOne believes accurate records of
16 NTW inventory and current status, that is in-use,
17 spare or defective could be maintained is far from
18 clear. In reality, such accurate records could not be
19 kept, thus denying BellSouth any reasonable control
20 over its property, and inevitably leading to service
21 disruption.

22 BellSouth believes its proposed means of
23 giving MediaOne access to network terminating wire is
24 a reasonable compromise that will both give the access
25 MediaOne wants, while not degrading network

1 reliability unduly.

2 Thank you. That concludes my summary.

3 Q (By Ms. White) Do you have any
4 demonstrations to explain BellSouth's proposal, or
5 using MediaOne's exhibit, do you have anything you
6 could show the Commission?

7 A Yes. There are two or three points I'd like
8 to make.

9 Q Would you please do that?

10 A Thank you.

11 (Witness demonstrates telephone
12 connections.)

13 MS. WHITE: Would it help the Commissioners
14 to move down to where you are?

15 WITNESS MILNER: It probably would, yes.

16 (Commissioners move to the floor to observe
17 the demonstration by Witness Milner.)

18 MS. WHITE: Please don't forget to speak
19 into a microphone.

20 WITNESS MILNER: First of all, I'd like to
21 thank MediaOne and Mr. Beveridge for allowing us the
22 use of his model.

23 I'd like to describe some things that are
24 not here and just clear up a couple of points that
25 might have been a little confusing as we went through.

1 What I have here is what we've called the
2 so-called condominium NID. The first point I'd like
3 to clarify is that we don't mean that this is an
4 appropriate NID for use in a condominium. I may have
5 invented that term, but what I meant by the term
6 "condominium," as that term means an apartment
7 building, is that MediaOne uses this part of the
8 building and BellSouth uses this part of the building.
9 I don't mean to say this is what we would always
10 recommend that there be used in a condominium but
11 rather that both of our facilities occupy this same
12 device.

13 As you see at the bottom of this device,
14 there are a couple of modular connectors. And these
15 are the things that the inside wire, through these
16 terminals, would be connected to. The loop facilities
17 of either BellSouth or MediaOne would be connected to
18 these jacks at the bottom (indicating.) So an
19 end-user customer and these jacks on the cover would
20 be labeled as to which service provider had the
21 corresponding loop that was attached to this jack.

22 So if this device has been installed, then
23 the end-user customer can simply say, "I would like to
24 use MediaOne's loop," and simply plug that in, which
25 then extends the inside wire that's connected to this

1 modular plug to the appropriate loop, or could plug
2 into the BellSouth loop or could have one of each.
3 Commissioner Deason, I believe you asked a question
4 about if I wanted to change the orientation of my line
5 in my kitchen and one in the bedroom, that's a pretty
6 simple procedure. This is the kitchen. You'd plug it
7 into here and you'd reverse them to change the
8 association of the inside wire, which runs from the
9 back of this and then through this wire (indicating)
10 and then out to the appropriate loop facilities.

11 The second point that I would make is that
12 what this issue is all about from BellSouth's
13 perspective is one of network reliability, about
14 security. And you can see a couple of things. The
15 blocks themselves are pretty small. There's a number
16 of pins in here. There's no protective cover over
17 here. These are not lockable in any fashion. Anyone
18 that's in here can pretty much get access to any part
19 of it. That means that if they do their work well,
20 then bad things don't happen. If they don't do their
21 work as well, then bad things can happen. I'm
22 certainly not suggesting that MediaOne would
23 intentionally cause problems to BellSouth's service or
24 anyone else's, but you can see that just the size of
25 the devices makes that a possibility.

1 The second point I'd make is that the
2 labeling that's on here is the only recordkeeping
3 that's generally done in this wiring closet. There
4 are not books, you know, with pages in them, and you
5 can see that these labels are smudged easily or marked
6 through often. So the problem becomes one of
7 maintaining the relationship of these notations which
8 would show that this particular pair might go to
9 Apartment A and one below it to Apartment C and so
10 forth, which leads no my third point.

11 I believe that Mr. Beveridge says that in
12 most cases what they would do is to ensure that
13 they've actually gotten on the correct network
14 terminating wire pair that they would put tone on that
15 pair. Well, there's only one way that I know that you
16 would do that and that's to go to the apartment, plug
17 a little device either into the jack or onto the wire
18 itself and then come back here and plug a headset in,
19 if you will, to listen for that tone. So my point is
20 that MediaOne is going to be in the apartment or in
21 the office suite in most or all cases.

22 First, to verify the accuracy that they've
23 gotten the right pair, because if they've gotten the
24 wrong pair either their service is not going to work
25 or if there's working service there, they are going to

1 disconnect a customer that they didn't intend to.
2 Also, for second lines and that sort of thing, they
3 will be in the apartment unit anyway to make wiring
4 changes to the inside wire. So my belief is that in
5 most cases MediaOne is going to be in the apartment
6 unit anyway.

7 We talked extensively earlier about the
8 so-called --

9 **COMMISSIONER DEASON:** Let me interrupt for
10 just a second. I'm not so sure that that was a big
11 issue. As I understood the issue was is that you're
12 going to have to be there and you're going to dispatch
13 someone at \$40-something per trip and that's where the
14 concern was.

15 **WITNESS MILNER:** Well, let me clarify that
16 point. Unless MediaOne wants BellSouth to do the work
17 in the apartment, there's no need for us to be there.
18 So that was not entirely correct.

19 Our work is done here in the wiring closet.
20 So if MediaOne says, "I need a network terminating
21 wire pair to Apartment A," then we would move that --
22 we would make a connection between the network
23 terminating wire and the so-called access terminal
24 that's not shown here. We would move -- you know, we
25 would make a connection from here to here

1 (indicating).

2 **COMMISSIONER JACOBS:** Why would you need to
3 do that in every instance? I thought that they could
4 buy a block of those.

5 **WITNESS MILNER:** That is their alternative.
6 We can do it one at a time or they can say, "I would
7 like one pair to every apartment in that complex or in
8 that building." We'd send a technician out once and
9 we'd make all of those pairs available at that time.

10 **COMMISSIONER JACOBS:** Now, if you had the
11 whole block there and they only needed one, you want
12 them to pay the charge for the whole set -- help me
13 understand how that works.

14 **WITNESS MILNER:** That's right. If they say,
15 "I want one pair." Let's say there are ten apartments
16 in the one building. If they said, "I want one NTW
17 pair to each of those ten buildings," then we say,
18 "Then we'll charge you a monthly rate for each of
19 those ten pairs." For a couple of reasons. One,
20 we've got a direct cost. We pay for 100%. We'd like
21 to recover the cost of those pairs, which then are
22 able to be used exclusively by MediaOne; we'd like to
23 recover that cost from MediaOne.

24 **COMMISSIONER JACOBS:** Could another ALEC
25 come in and use some part of that?

1 **WITNESS MILNER:** No. No. If another ALEC
2 came to us and said, "I also would like pairs into
3 each apartment," we'd say, "That's fine," if there was
4 NTW pairs, we'd give them a certain option. NTW pairs
5 as well.

6 So our arrangement prevents -- or let me say
7 it a different way -- our proposal has MediaOne
8 working in its equipment, has BellSouth working in its
9 equipment, but not the other way around.

10 **COMMISSIONER DEASON:** Under your proposal,
11 is there a physical limitation on the number of ALECs
12 that could have a presence in any MDU?

13 **WITNESS MILNER:** No, there's not. Now,
14 obviously there's a finite amount of network
15 terminating wires which generally is dependent on the
16 age of the property. It ranges from about two to
17 maybe six pairs. Going forward, we generally install
18 six pairs from the wiring closet to each unit because
19 we recognize that over time there are roommate
20 situations where each would have their own telephone,
21 they may even have second lines and each of those
22 things -- as well as for maintenance and the repair,
23 defective repair. Going forward, we're putting in
24 network terminating wire that has six pairs in it.
25 There's a finite limit. So we believe the network

1 terminating wire, while it is a -- that's a finite
2 resource, you know, getting access into the wiring
3 closet, which is also of a finite size, is not as
4 critical a restriction.

5 Let me also clarify -- and BellSouth has
6 made a proposal to use --

7 **COMMISSIONER DEASON:** But if you were going
8 to do the so-called pre-wiring so that you would not
9 actually have to dispatch a BellSouth technician, is
10 there a limitation on the number of pre-wires you can
11 do? Is it limited to six, the number of pairs, or is
12 there no limitation there?

13 **WITNESS MILNER:** No. It is limited to
14 however many network terminating pairs are physically
15 installed. Now, if the ALEC said, "I'd like more
16 pre-wired connections than there are pairs," then we
17 could install more. We'd like them to bear the
18 expense of doing that. But if they said, "I'd like 12
19 pairs into each apartment, we're willing to do that
20 work but there would be a cost associated with doing
21 that.

22 **COMMISSIONER DEASON:** So conceivably you
23 could have five ALECs where there would not have to be
24 additional -- in a new facility, where there would not
25 have to be additional network terminating wire

1 installed. But if a sixth ALEC wanted that and wanted
2 it pre-wired, they'd have to bear the cost of
3 having -- they might as well do it themselves,
4 correct?

5 **WITNESS MILNER:** Well, no, not necessarily.
6 What we've said is that if BellSouth has a network
7 terminating wire pair but ours is not in use, we've
8 agreed to relinquish that pair to a CLEC or ALEC that
9 does need it to serve. We believe other ALECs should
10 do likewise. Rather than having at some point 200
11 pairs into an apartment with only two of them working
12 service, we've said we'll give it up if somebody has a
13 need. We believe the ALEC should as well.

14 Now, that's three different alternatives --

15 **COMMISSIONER JACOBS:** Did I understand your
16 answer just now to say that if you had that one
17 six-wire pair coming in, that any ALEC could use any
18 one of those lines?

19 **WITNESS MILNER:** That's correct.

20 **COMMISSIONER JACOBS:** Because I thought that
21 was my earlier question, that -- so then what is the
22 point at which if a new ALEC comes in they have to
23 have their own connection? Was that the -- I'm sorry,
24 I'm lost in my terminology. Go back and explain that
25 to me again.

1 **WITNESS MILNER:** Okay. Let me try again.

2 Let's say that there are only two network
3 terminating wire pairs between the wiring closet and
4 apartment, and there's a need for a third pair. Let's
5 say there are roommates in there and the first
6 roommate has a primary line and second line for
7 Internet access. And the second roommate says, "I
8 need a telephone as well." Then the network
9 terminating wire would have to be augmented and new
10 pairs would need to be installed. So when we've
11 exhausted the capacity of the network terminating wire
12 between the wiring closet and each apartment is when
13 new construction would be.

14 **COMMISSIONER JACOBS:** Now, under your
15 proposal with this separate connecting point, actually
16 it's that capacity that's going to be the guiding
17 force, wouldn't it be?

18 **WITNESS MILNER:** No, not really. Again,
19 because that doesn't change the amount of network
20 terminating wire. It does -- you know, imagine other
21 companies besides MediaOne having a block next to this
22 one, so they'd have access to the same network
23 terminating wire.

24 **COMMISSIONER JACOBS:** So you all are
25 competing for space on that one.

1 **WITNESS MILNER:** Yes. That's a better way
2 to say it.

3 Now, the other point I'd like to clarify is
4 MediaOne has a number of different alternatives within
5 the apartment unit itself. I believe your question
6 earlier, Commissioner, was does BellSouth require the
7 use of this so-called condo NID? This is my
8 understanding -- I'll have to go back and check
9 this -- but I believe we have suggested the use of
10 this because of the flexibility but I don't believe
11 we've required it. If that's true --

12 **COMMISSIONER CLARK:** Let me just -- that
13 really has nothing to do with the issue of access to
14 here. Once you install that, it makes it easier to
15 determine what lines are what within the apartment.

16 **WITNESS MILNER:** Right.

17 **COMMISSIONER CLARK:** It really doesn't help
18 with the access issue here.

19 **WITNESS MILNER:** You're exactly right. And
20 that was my point. MediaOne can rewire the jacks that
21 are already in the apartment, or they can use this
22 device, or they can have -- they can install this
23 device or they can have BellSouth install a device
24 like this. But that really is a separate issue than
25 this.

1 Now, I said there are three alternatives.
2 There are actually four. This is the splitter we've
3 talked about (indicating). You've probably seen them
4 in hardware stores. This one happened to come from
5 Radio Shack. It was a few dollars.

6 The question of first line and second line
7 is really important, or most important, in terms of
8 this little device in the jack. If you could see
9 inside here you'd see there are four little pins. And
10 generally the two in the middle are the first line and
11 the two on the outside are the second line. But what
12 this little splitter allows, presuming that both Line
13 1 and 2 appeared -- pretend this is not a condo jack
14 for a moment but just a regular jack like in your
15 house -- presuming that Line 1 and Line 2 have been
16 pre-wired out to this jack as it often usually is,
17 then it's simply a matter of plugging this liter in
18 here and then you'll see that the splitter itself is
19 labeled "Line 1, Line 2." So this overcomes, I
20 believe, MediaOne's objection that they have to do
21 extensive rewiring of the inside wire. If both the
22 lines are already here, that is Line 1 and Line 2, and
23 BellSouth makes available Line 2, then you plug this
24 in here and you plug the phone for MediaOne's service
25 into this little jack that says "Line 2."

1 So there are a number of alternatives of how
2 MediaOne could get access to the so-called Line 2.
3 They could rewire the existing jack. They can use
4 this (indicating). They can use a splitter.

5 **COMMISSIONER CLARK:** But if they use a
6 splitter, then doesn't the line from the splitter have
7 to go to every phone in the house, presumably outside
8 the walls, in order to accomplish the separate lines?

9 **WITNESS MILNER:** No. What you would do
10 would be to plug -- again imagine this is just a jack
11 in the bedroom. In each room you wanted a phone from
12 MediaOne you'd plug a splitter like this into the jack
13 and thereby get access to Line 2. So if you wanted
14 three telephones --

15 **COMMISSIONER CLARK:** So you would do that in
16 every room.

17 **WITNESS MILNER:** Yes. That you wanted
18 access to MediaOne.

19 **COMMISSIONER CLARK:** So they don't have to
20 do the testing to determine what is the first jack.
21 Is that right?

22 **WITNESS MILNER:** That's my point. That's my
23 point.

24 Now -- and then I believe this is the last
25 point I would make. (Moves mike toward witness.)

1 Thank you.

2 The notion that it's somehow difficult to
3 find which the first jack is -- and let me explain
4 that in other states -- in fact, in all of BellSouth's
5 states, except Florida, we follow the FCC's Part 68
6 Rules on where demarcation points are located. And it
7 says that where there is a premises demarc, that the
8 demarcation point is at the network interface device,
9 if there is one, and absent a network interface
10 device, it's at the first jack inside the apartment or
11 suite, but within roughly 10 to 12 inches.

12 So the notion of there being a great deal of
13 difficulty in figuring out which is the first jack, I
14 believe, is a little bit overblown in that even the
15 instructions that come with this network interface
16 device say simply -- you know, there's about five
17 steps to installing this. "Remove the plug from the
18 bottom of the jack. Remove the screws from the cover.
19 Remove the cover. Connect your premises wiring to the
20 red and green wires at the connecting screw." So the
21 first pair is red and green. The second pair is
22 yellow and black. I don't think it could be a whole
23 lot simpler than that. So the wire that BellSouth
24 uses is color coded, and the colors match the wires
25 inside the network interface device. So it's simply a

1 matter of taking the cover off, figuring out where the
2 red and green pair is versus the black and yellow
3 pair, and making any changes, if any are needed
4 accordingly.

5 And I believe that was all of the points
6 that I wanted to clarify.

7 **MR. GRAHAM:** Commissioner Deason, I know
8 we're going out of the order here, but we have been
9 all morning. Would it make any sense for us to cross
10 examine Mr. Milner with regard to this demonstration
11 while he is before the demo?

12 **COMMISSIONER DEASON:** I have no objection if
13 BellSouth has no objection.

14 **MS. WHITE:** No, we don't have any objection.

15 **MR. KARRE:** Just to clarify, you were
16 talking about the simplicity of installing the
17 condominium NID. That has to be installed at the
18 first location of the first jack. Am I correct in
19 that?

20 **WITNESS MILNER:** This one would be, that's
21 correct, yes.

22 **MR. KARRE:** I think that's it. Thank you.

23 **COMMISSIONER JACOBS:** As I understand it,
24 this is -- the only limitation into the number of
25 lines here is what's -- that box has or what comes out

1 of the riser.

2 **WITNESS MILNER:** Good question. This device
3 just happens to accommodate two network terminating
4 wire pairs. If there were to be more, you could
5 simply locate one of these next to the first one.

6 **COMMISSIONER CLARK:** Mr. Milner, I just had
7 one question. What's the difficulty in locating the
8 first jack?

9 **WITNESS MILNER:** I'm not sure that it's all
10 that difficult. It's just a matter of taking the
11 faceplate off the jack and seeing whether the inside
12 wire and the network terminating wire come together
13 there or not. If they do, then you do the work there.
14 If they don't, then you go to the next one and check
15 again.

16 **COMMISSIONER CLARK:** But you have to go to
17 each jack until you find it?

18 **WITNESS MILNER:** Yes. But as I mentioned in
19 my summary, our technicians have gotten pretty good at
20 figuring out, based on the location of the garden
21 terminal on the side of the wall, on the outside of
22 the building, where the cable is likely to come into
23 the apartment.

24 **COMMISSIONER CLARK:** I see. Okay.

25 Let me ask another question. You had

1 indicated that this is only a problem in Florida
2 because of where we put the demarcation point. It
3 strikes me that if we go to our rulemaking -- I
4 understand we are doing rulemaking on where the line
5 of demarcation should be -- if it is moved, does that
6 resolve this question for you?

7 **WITNESS MILNER:** No, ma'am, it doesn't. If
8 I led you to believe that it's only an issue in
9 Florida, then I misled you. The issue is one of how
10 an ALEC, such as MediaOne, gets access to BellSouth's
11 facilities.

12 You may know that BellSouth's policy is that
13 we place our demarcation at the minimum point of entry
14 only where the property owner -- outside of Florida
15 let me say -- we do that where the property owner has
16 the right to tell us that that's what they want us to
17 do and we do that. In that case, this is not an issue
18 because our facilities would end at this first
19 connector block. So in the case of an MPOE, we don't
20 put the network terminating wire in so it's simply not
21 an issue.

22 **COMMISSIONER CLARK:** Right. So this issue
23 would go away if we put the line of demarcation where
24 the minimum point of entry is.

25 **WITNESS MILNER:** It would solve this issue.

1 I believe it would cause other issues --

2 COMMISSIONER CLARK: I understand that.

3 WITNESS MILNER: Cause other issues to rise.

4 MS. WHITE: Mr. Milner is now available for
5 cross examination.

6 MR. KARRE: Did you put his testimony in?
7 I'm sorry.

8 MS. WHITE: I thought I did. I believe I
9 did.

10 COMMISSIONER DEASON: Yes, I believe it was
11 inserted.

12 MR. KARRE: My apologies.

13 COMMISSIONER DEASON: If not, it shall be
14 inserted. You may proceed.

15 (Transcript continues in Volume 2.)

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