

ORIGINAL

ITC^DELTACOM COMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF THOMAS HYDE

Before the Florida Public Service Commission
Docket No. 990750-TP
Petition for Arbitration of ITC^DeltaCom Communications, Inc. with
BellSouth Telecommunications, Inc.
September 13, 1999

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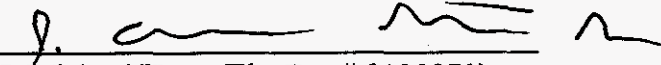
**CERTIFICATE OF SERVICE
DOCKET NO. 990750-TP**

I hereby certify that a true and correct copy of the foregoing has been furnished this
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1 Q. PLEASE STATE YOUR NAME, POSITION AND BUSINESS
2 ADDRESS.

3 A. My name is Thomas Hyde. I am Senior Manager – Industry Relations
4 for ITC^DeltaCom Communications Inc., (“ITC^DeltaCom”). My
5 business address is 1530 DeltaCom Drive Anniston, Alabama 36202.

6
7 Q. ARE YOU THE SAME THOMAS HYDE THAT FILED DIRECT
8 TESTIMONY IN THIS PROCEEDING?

9 A. Yes.

10

11 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

12 A. I will rebut certain testimony filed by BellSouth in this docket.

13

14 Issue 7: [ITC^DeltaCom Issue 2(b)(ii)] – Until the Commission makes a
15 decision regarding UNEs and UNE combinations, should BellSouth be
16 required to continue providing those UNEs and combinations that it is
17 currently providing to ITC^DeltaCom under the interconnection
18 agreement previously approved by this Commission?

19

20 Q: WITNESS VARNER STATES THAT BELLSOUTH SHOULD BE ABLE
21 TO DECIDE WHICH COMBINATIONS IT WILL OFFER IN SEPARATE
22 COMMERCIAL AGREEMENTS UNTIL THE FCC ISSUES ITS NEW
23 ORDER ON UNES. DO YOU AGREE WITH HIS POSITION?

1 **A:** No. First, I believe that this Commission has all necessary authority to
2 require the Parties to maintain the status quo until the FCC's final
3 decision on UNEs is issued. Again, ITC^DeltaCom simply wants to
4 maintain the status quo until the FCC order on UNEs and any UNE
5 combinations is issued.

6
7 **Q. WHAT IS ITC^DELTACOM'S POSITION ON BELLSOUTH'S OFFER**
8 **TO PROVIDE CERTAIN UNE COMBINATIONS?**

9 **A.** The list of UNEs that BellSouth has "volunteered" to combine involve
10 only those that BellSouth has refused to allow ALECs to directly
11 connect to. A UNE will not work by itself – it must be connected to
12 something to work. If BellSouth refuses to allow an ALEC to directly
13 connect to any UNE, BellSouth *must* provide that UNE combined to
14 another UNE that an ALEC may connect to. In other words, if
15 BellSouth had not "volunteered" to combine those UNEs the
16 appropriate regulatory authorities would certainly have ordered
17 BellSouth to either combine them or else allow direct connection to
18 those UNEs.

19

20 Issue 8(a): [ITC^DeltaCom Issue 2(b)(iii)] – Should BellSouth be
21 required to provide ITC^DeltaCom extended loops or the loop/port
22 combination?

23

1 Q. WITNESS VARNER STATED THAT BELLSOUTH IS WILLING TO
2 PROVIDE COMBINATIONS IN A "SIDEBAR" AGREEMENT. HAS
3 BELLSOUTH MADE SUCH A PROPOSAL TO ITC^DELTACOM?

4 A. Yes. However, the "sidebar" agreement that BellSouth presented to
5 ITC^DeltaCom did not address ITC^DeltaCom's extended loops.
6 ITC^DeltaCom requested that BellSouth offer ITC^DeltaCom a solution
7 that would address our extended loops. BellSouth has failed to do so.

8
9 Q. WITNESS VARNER HAS STATED THAT BELLSOUTH HAS NO
10 OBLIGATION TO PROVIDE EXTENDED LOOPS. DO YOU AGREE?

11 A. No. The current interconnection agreement, paragraph IV B14 states:

12 "The parties shall attempt in good faith to mutually devise and
13 implement a means to extend the unbundled loop sufficient to
14 enable DeltaCom to use a collocation arrangement at one
15 BellSouth location per LATA (e.g., tandem switch) to obtain
16 access to unbundled loop(s) at another such BellSouth location
17 over BellSouth facilities."

18 There is no way to comply with the provisions of VI B14 except to
19 provide extended loops. I do not understand how BellSouth can
20 reconcile the good faith provisions of the existing Commission approved
21 interconnection agreement and still claim that they have no obligation to
22 continue to provide the service.

1 BellSouth has provided ITC^DeltaCom more than two thousand five
2 hundred extended loops. It is difficult to comprehend how a company
3 such as BellSouth could provide ITC^DeltaCom more than 2500
4 extended loops under the provisions of paragraph IV B14 and still claim
5 that it was under no obligation to continue to do so. In order to maintain
6 the status quo, it is necessary for BellSouth to continue to provide
7 extended loops to ITC^DeltaCom. Even more disturbing is Mr. Varner's
8 statement in his testimony in other jurisdictions¹ that "BellSouth never
9 intended to provide ITC^DeltaCom with extended loops." If we are to
10 believe that the provision of more than 2500 extended loops by
11 BellSouth was "just a mistake", it would now appear that BellSouth
12 never intended to honor the good faith negotiation provision of
13 paragraph IV B14 of the existing agreement.

14

15 **Q. HOW DID ITC^DELTACOM START THE EXTENDED LOOP**
16 **PROCESS WITH BELLSOUTH?**

17 **A.** Shortly after the interconnection agreement was signed, ITC^DeltaCom
18 went to BellSouth with our proposed extended loop arrangement.
19 BellSouth accepted that arrangement and began installing service.
20 BellSouth continued to accept orders for extended loops until March of
21 1999 when ITC^DeltaCom complained about the quality of service
22 being provided.

¹ See, for example, Page 30 Line 20 of the Direct Testimony of Alphonso J. Varner before the Public Service Commission of South Carolina, Docket 1999-259-C filed August 25, 1999.

1 Q. WHAT IS ITC^DELTACOM'S POSITION ON BELLSOUTH'S CLAIM
2 ON PAGE 24 OF WITNESS VARNER'S TESTIMONY THAT
3 EXTENDED LOOPS REPLICATE OTHER TARIFFED SERVICES
4 AND THEREFORE PROVIDING EXTENDED LOOPS WOULD
5 LOWER THE REVENUE RECEIVED FOR THOSE ALTERNATE
6 SERVICES.

7 A. Both aspects of Mr. Varner's assumption are incorrect. First, the
8 access service that Mr. Varner claims is replicated by extended loops is
9 voice grade special access. Specifically the end-link available from the
10 BellSouth Florida access "E" tariff and the BellSouth FCC Tariff No. 1
11 that combines dedicated transport with a local channel to the end-user's
12 premises. The BellSouth access tariffs offer voice grade service in
13 several different technical specification packages. Not a single one of
14 those packages is available for UNEs. Instead, the technical
15 specifications for UNEs are limited by BellSouth to those in the
16 BellSouth developed UNE technical specifications. Those UNE
17 specifications are inferior to the specifications provided for any one of
18 the special access packages. In addition, the special access trouble
19 restoration target is two hours. The UNE trouble restoration target is
20 twenty-four hours.

21
22 BellSouth would have this Commission believe that the UNEs provided
23 by BellSouth with an inferior grade of technical parameters and with

1 trouble restoration that is *twelve* times longer than access are equal.
2 Combinations of UNEs no more replicate tariffed services than a
3 Chevrolet replicates a Rolls Royce. Certainly both are cars, but there is
4 a tremendous amount of difference between them and those
5 differences are reflected in their prices. There is just as much
6 difference between combinations of UNEs and tariffed services. It is
7 interesting to note that on page 5 of Witness Milner's testimony that
8 BellSouth recognizes that if a ALEC needs the technical specifications
9 of a tariffed private line or access service, the ALEC may request,
10 through a Bona Fide Request (BFR), and at an additional cost, those
11 additional transmission parameters that would make a UNE equal to a
12 tariffed service. Until such time as BellSouth provides combinations of
13 UNEs with the same quality of service and the same trouble restoration
14 parameters as access, BellSouth will have no justification to their claim
15 that combinations of UNEs replicates access service (or any other
16 tariffed service). Second, the UNE loops provided by BellSouth are of
17 course priced at the UNE rates. However, BellSouth is not foregoing
18 any access revenue on the transport provided as part of the extended
19 loops.

20

21 **Q. HAS BELLSOUTH THREATENED TO DISCONNECT**
22 **ITC^DELTACOM's EXISTING CUSTOMERS SERVED VIA**
23 **EXTENDED LOOPS?**

1 **A.** Yes. As I stated above, after ITC^DeltaCom complained about the
2 service quality of the extended loops, BellSouth started rejecting orders
3 for extended loops. BellSouth then threatened to disconnect all existing
4 extended loops. With the threat of loss of service to more than 2500
5 loops – some of which had been in service more than one year,
6 ITC^DeltaCom had no choice but to file collocation applications for
7 more than 50 BellSouth central offices to prevent disruption of service
8 to ITC^DeltaCom's customers. ITC^DeltaCom was never given any
9 reassurance that BellSouth would leave the existing extended loops in
10 service even long enough to convert to non-extended loops.
11 ITC^DeltaCom respectfully requests this Commission to maintain the
12 status quo and require the provision of extended loops in Florida
13 pending the final decision of the FCC in the UNE proceeding.

14

15 Issue 39 and Issue 40: [ITC^DeltaCom Issue 6(b)]
16 39. What are the appropriate recurring and non-recurring rates and
17 charges for: (a) two-wire ADSL/HDSL compatible loops, (b) four wire
18 ADSL/HDSL compatible loops, or (c) two-wire SL1 loops.
19 40. Should BellSouth be required to provide: (a)(1) two-wire SL2 loops
20 or (a)(2) two-wire SL2 loop Order Coordination for Specified Conversion
21 Time? (b) If so, what are the appropriate recurring and non-recurring
22 rates and charges?

1 **Q. BELLSOUTH'S POSITION ON ADSL RATES IS THAT THE RATES**
2 **CONTAINED IN THE APRIL 29, 1998 ORDER SHOULD APPLY. DO**
3 **YOU AGREE?**

4 **A.** No. The non-recurring charge (NRC) for ADSL should be the NRC for
5 an equivalent voice grade loop plus an incremental cost for checking to
6 see if the loop will meet the ADSL criteria. BellSouth does not provide
7 any conditioning, or additional work of any type beyond that necessary
8 for an equivalent voice grade UNE loop, on the ADSL loop as part of
9 the basic ADSL loop NRC. Any conditioning performed by BellSouth to
10 make a loop ADSL compatible is charged separately under special
11 construction charges. These special construction charges are usually
12 for removing any load coils and bridge taps from the loop.

13
14 **Q. HOW IS AN ADSL COMPATIBLE UNE LOOP DIFFERENT FROM**
15 **ADSL SERVICE OR A VOICE GRADE UNE LOOP?**

16 **A.** ADSL is an overlay service placed on voice grade facilities. That is
17 correct whether BellSouth provides ADSL on an existing exchange
18 service (via an ADSL compatible loop) or a ALEC provides ADSL on an
19 ADSL compatible UNE loop. The advanced service associated with
20 ADSL is a function of the central office and customer premises
21 equipment, not a function of the loop. The loop itself is old copper
22 technology (BellSouth's first copper pair loop installed over one
23 hundred years ago was ADSL compatible). Since ADSL is only an

1 overlay on voice grade loops, BellSouth's claim that ADSL is always a
2 *designed service* is based on BellSouth's faulty assumptions. ADSL
3 may be an overlay to an undesigned SL1 loop (as BellSouth chooses to
4 provide for itself) or it may be an overlay to a designed SL2 (as
5 ITC^DeltaCom intends to order). Thus, the appropriate NRC for ADSL
6 is the NRC for an equivalent voice grade loop plus an incremental cost
7 for checking to see if the loop will meet the ADSL criteria.

8

9 **Q. BELLSOUTH COST STUDIES FOR ADSL ASSUMES THAT A**
10 **DISPATCH IS ALWAYS REQUIRED ON ADSL UNE LOOPS AND**
11 **THAT ADSL LOOPS ARE ALWAYS DESIGNED. DO YOU AGREE?**

12 **A.** No. It is important to note that the dispatch assumed by BellSouth is
13 the same dispatch that is necessary for the installation of a loop
14 regardless of whether or not that loop is the BellSouth retail exchange
15 service loop or a UNE loop. Dispatch of a technician to the customer
16 premises for ADSL alone is more a function of non-regulated customer
17 premises equipment than of the loop itself. If an end user is served by
18 an existing non-loaded copper facility (plain old copper wire), no
19 dispatch is required to convert that end user to ADSL UNE loops. If
20 that end user is not served by an existing non-loaded copper facility,
21 then ITC^DeltaCom will be required to pay special construction charges
22 that will cover any dispatch required to "condition" the loop.

1 This claim by BellSouth that dispatch is required 100% of the time on
2 ADSL compatible UNE loops also illustrates the lack of a forward-
3 looking cost study. BellSouth assumed in their cost study that there
4 would not be any BellSouth ADSL service that could be lost to
5 competition. At the time the cost study was filed, that may have
6 represented the existing, historical condition. However, today there are
7 BellSouth ADSL customers in Florida and a forward-looking study
8 would have allowed for competitive losses to those existing BellSouth
9 ADSL customers. Conversion of an existing BellSouth ADSL service to
10 ADSL UNE loop would not require a dispatch since the loop is already
11 ADSL compatible. Work would only be required in the central office.
12 BellSouth also failed to take into account those existing BellSouth
13 exchange service customers served by an ADSL compatible (plain old
14 copper) loop that would convert to an ALEC service and add the ADSL
15 capability. These situations would also not require dispatch. In
16 addition, there will be some quantity of idle ADSL compatible spare
17 loops already connected to NIDs that will not require dispatch. The end
18 result of the position taken by BellSouth is the raising of artificial, anti-
19 competitive barriers to ALEC entry into the ADSL market.

20

21 **Q. WHY DID YOU REFERENCE THE NRC ASSOCIATED WITH**
22 **BELLSOUTH'S ADSL SERVICE IN THEIR FCC TARIFF NO. 1?**

1 **A.** The \$100 NRC for ADSL service in BellSouth's FCC Tariff No. 1
2 contains costs for at least two functions. The majority of the costs are
3 associated with installation of the central office ADSL equipment and
4 connection of that equipment with transport Permanent Virtual Circuits
5 (PVCs). A very small portion of the costs are to verify through loop
6 records that the loop is "plain old copper" without such equipment as
7 load coils and bridge taps. That very small percentage of the ADSL
8 service NRC costs would also apply to ADSL UNE loop NRC costs.
9 BellSouth has not yet furnished those cost studies so I cannot
10 determine the exact amount of the additive, but it could be as low as \$1
11 or \$2. This cost should then be added to the appropriate voice grade
12 UNE loop NRC cost.

13
14 **Q.** **HAS BELLSOUTH PRODUCED AN APPROPRIATE VOICE GRADE**
15 **UNE LOOP NRC COST TO APPLY TO ADSL?**

16 **A.** No. In their recurring ADSL cost study BellSouth has recognized that
17 the extra costs associated with digital loop carrier are not appropriate to
18 ADSL since ADSL will not work with digital loop carrier and also that the
19 ADSL loops are shorter and thus less costly. Those costs are reflected
20 in ADSL recurring rates that are less than voice grade rates. There are
21 extra NRC costs associated with digital loop carriers that must also be
22 removed from any costs associated with ADSL NRCs.

23

1 Q. ARE YOU RECOMMENDING ANY NON-RECURRING CHARGES TO
2 THE FLORIDA COMMISSION?

3 A. Yes. Attached as Rebuttal Exhibit TAH-4 are Non-Recurring Charges
4 (NRC) for 2-Wire Voice Grade SL1, 2-Wire Voice Grade SL2 and
5 ADSL/HDSL Compatible loops. These costs were developed using
6 BellSouth's cost calculator with modified inputs. The inputs were
7 modified are as follows:

- 8 • Additional loop work times were adjusted to reflect efficiencies of
9 multiple loops on a single order (Typically by reducing the additional
10 worktime by 50% until BellSouth can file cost studies reflecting
11 those efficiencies)
- 12 • The ADSL modifications used the Voice Grade SL2 costs and
13 added time for verifying the facilities for ADSL compatibility (This
14 does not mean that ADSL requires an SL2, only that ITC^DeltaCom
15 plans to use the SL2 for the ADSL overlay. As mentioned above,
16 this methodology results in an overstatement of ADSL costs
17 because the SL2 NRC includes incremental costs associated with
18 subscriber line carrier that will not be included on any ADSL loop.)
19 The ADSL/HDSL disconnect costs would be the same as Voice
20 Grade loops.

21 The NRCs on Rebuttal Exhibit TAH-4 represent a first step toward
22 actual forward-looking costs, but still contain some unnecessary costs

1 which cannot be identified until BellSouth files a cost study that
2 complies with the FCC's reinstated rules.

3

4 Issue 1: [ITC^DeltaCom Issue 1(a)] Should BellSouth be required to
5 comply with the performance measures and guarantees for pre-
6 ordering/ordering, resale, and unbundled network elements ("UNEs"),
7 provisioning, maintenance, interim number portability and local number
8 portability, collocation, coordinated conversions and the bona fide
9 request processes as set forth fully in Attachment 10 of Exhibit A to this
10 Petition?

11

12 **Q: WHY ARE PERFORMANCE GUARANTEES NEEDED?**

13 **A:** Performance guarantees are not a new concept as BellSouth provides
14 such guarantees in its tariffs today. ITC^DeltaCom believes that it is
15 critical for local competition and for the purposes of executing this
16 interconnection agreement that performance measures and guarantees
17 are included and filed and approved by this Commission.

18

19 Issue 3(b)(2): [ITC^DeltaCom Issue 2] Pursuant to the definition of
20 parity, should BellSouth be required to provide UNEs?

21

22 **Q. ON PAGE 19 WITNESS VARNER CLAIMS THAT PARITY WITH**
23 **RETAIL IS NOT POSSIBLE BECAUSE BELL SOUTH DOES NOT**

1 **PROVIDE ITSELF UNES. IS THIS A VALID OBJECTION?**

2 **A.** No. As I am sure this Commission is aware, a similar situation occurred
3 with intraLATA toll. Access rates were imputed to the toll rates because
4 the ILECs did not bill themselves access. Access functions are, of
5 course, required for toll to interconnect with the public switched
6 network. The situation is the same with local service. Even though
7 BellSouth does not bill itself UNE rates for the local service they
8 provide, the loop and switch UNE functions are required for any
9 BellSouth retail local service to function. BellSouth realizes that local
10 service is made up of combinations of UNE equivalents since they have
11 gone to great lengths to try to substantiate their claims that a
12 combination of loop and port UNEs is the same as local retail service.
13 There are other BellSouth retail services that require the transport
14 function in addition to the loop and switch function. Therefore, even if
15 BellSouth does not "provide UNEs to themselves", they provide
16 functionally identical facilities and equipment. Claims to the contrary
17 would amount to using semantics to play games with reality.
18 The maintenance parameters for UNEs, just as it is with access, should
19 be set at a more stringent level than the end-to-end retail service in
20 order to have equal treatment. ITC^DeltaCom has not requested the
21 maintenance parameters to be set at the more appropriate end link
22 levels, but has held that ITC^DeltaCom could compete effectively with
23 only retail parity.

1 At this time ITC^DeltaCom is not requesting this Commission to
2 immediately impute UNE rates to local service due to the significant
3 levels of retail rate shock that would occur. However, unless BellSouth
4 demonstrates willingness to provide UNEs at parity with its retail
5 services and at rates that allow meaningful competition to develop,
6 ITC^DeltaCom recommends that this Commission establish a generic
7 docket to consider phasing in the imputation of UNE rates to local
8 services.

9

10 Issue 2: [ITC^DeltaCom Issue1(b)] Should BellSouth be required to
11 waive any nonrecurring charges when it misses a due date?

12

13 **Q. BELLSOUTH OBJECTS TO WAIVER OF NON-RECURRING**
14 **CHARGES WHEN BELLSOUTH MISSES A DUE DATE. HOW DID**
15 **ITC^DELTACOM DEVELOP THIS CONCEPT?**

16 **A.** ITC^DeltaCom did not develop the concept of non-recurring charge
17 waiver. BellSouth currently has performance guarantees in its tariffs.
18 See Rebuttal Exhibit CJR-4 for copies of those tariffs. As part of those
19 performance guarantees, BellSouth agrees to waive the non-recurring
20 charges when a due date is missed. ITC^DeltaCom recommends that
21 those same performance guarantees be extended to include UNEs.

22

1 Issue 3(b)(5): [ITC^DeltaCom Issue 2(a)(iv)] – Pursuant to the definition
2 of parity, should BellSouth be required to provide an unbundled loop
3 using Integrated Digital Loop Carrier (IDLC) technology?
4

5 **Q. BELLSOUTH WITNESSES VARNER AND MILNER STATE THAT**
6 **LOOP UNES CANNOT BE PROVIDED VIA IDLC. IS THIS**
7 **CORRECT?**

8 **A.** No. BellSouth is currently providing ITC^DeltaCom loop UNEs via the
9 “side door” IDLC methodology that splits the loop off the switch. The
10 quantities are small but are proof that the methodology is valid.
11 BellSouth installed these IDLC UNE loops at their own discretion and
12 ITC^DeltaCom was not informed. ITC^DeltaCom only found out about
13 the IDLC provisioning during tests for service turn-up. However, if it
14 works for these instances, it will work in other instances and should be
15 mandated for more extensive use. BellSouth’s claims that the non-
16 IDLC loops that it provides “meets the technical criteria for that loop” is
17 disingenuous since the technical criteria used is BellSouth’s criteria and
18 does not provide the required parity for full competition.

19 In addition, BellSouth claims that “ When BellSouth’s retail customers
20 are served via Integrated Digital Loop Carrier (“IDLC”), BellSouth
21 should and does make those loops available to CLPs...” In reality,
22 BellSouth does not make those loops available but instead provides the
23 UNE loop on different (non-IDLC) facilities that are frequently of a lower

1 quality. This Commission should require BellSouth to provide IDLC
2 loops with digital connectivity.

3

4 Issue 8: [ITC^DeltaCom Issue 2(b)(i)] Pursuant to the definition of
5 parity, should BellSouth be required to provide priority guidelines for
6 repair and maintenance and UNE provisioning?

7

8 **Q: DOES BELLSOUTH STATE THAT IT CAN PROVIDE THE SAME**
9 **PRIORITY TO ITC^DELTACOM CUSTOMERS SERVED VIA UNES?**

10 **A:** ITC^DeltaCom is pleased to learn that BellSouth will provide the same
11 restoration as provided to BellSouth's retail customers. ITC^DeltaCom
12 believes that sufficient guidelines for this restoration do not currently
13 exist. ITC^DeltaCom will gladly negotiate with BellSouth to develop
14 these guidelines.

15

16 Issues 9 and 10: [ITC^DeltaCom Issue 2(b)(iv)] 9. Should BellSouth be
17 required to provide UNE testing results to ITC^DeltaCom? If so, how?
18 10. Should the parties be required to perform cooperative testing within
19 two hours of a request from the other party?

20

21 **Q: WHAT IS ITC^DELTACOM'S POSITION ON THESE ISSUES?**

1 **A:** It is my understanding that these issues has been resolved by the
2 parties; however, ITC^DeltaCom reserves the right to file supplemental
3 testimony on these issues, should they be further disputed.

4

5 Issue 11: [ITC^DeltaCom Issue 2(c)(I)] Should BellSouth be required to
6 provide NXX testing functionality to ITC^DeltaCom? If so, how?

7

8 **Q. WHAT IS ITC^DELTACOM'S POSITION ON NXX TESTING?**

9 **A.** Due to errors and omissions in BellSouth translations of ITC^DeltaCom
10 NXX codes, ITC^DeltaCom has found it necessary to dispatch
11 technicians to remote locations so that they could place test calls
12 through local service provided by BellSouth to insure that the
13 translations have been correctly installed by BellSouth. In fact, in four
14 out of the last five NXXs implemented by ITC^DeltaCom in Florida
15 BellSouth has failed to implement the proper translations in their offices.
16 These BellSouth errors were not discovered until ITC^DeltaCom began
17 to install service to end-users. A request was made in late 1997 for
18 BellSouth to assist in the testing of translations. BellSouth responded
19 by recommending that ITC^DeltaCom place orders for FX lines or
20 Centrex service to every BellSouth end office if we wanted to gain
21 access to the BellSouth switches to test our NXX codes.
22 Establishing FX or Centrex service to the hundreds of BellSouth end
23 offices is not cost effective for ITC^DeltaCom and would not be cost

1 effective for BellSouth if they were placed in a similar position.
2 ITC^DeltaCom recommends that BellSouth provide access to the
3 BellSouth FX test network that BellSouth uses today for responses to
4 trouble tickets. At a minimum, ITC^DeltaCom should have automated
5 tests of the NXX codes in all end offices with correction of any errors or
6 omissions found during those tests. This level of testing is necessary to
7 assure that the quality of the network is maintained at high levels.
8 ITC^DeltaCom has recommended a solution to this problem to
9 BellSouth using a Remote Call Forwarding methodology and is waiting
10 on a response from BellSouth.

11

12 Issue 12: [ITC^DeltaCom Issue 2(c)(ii)] – What should the installation
13 interval for the following loop cutovers: (a) single; (b) multiple?

14

15 **Q. HAS BELLSOUTH CORRECTLY STATED ITC^DELTACOM'S**
16 **POSITION ON THE ISSUE OF 15 MINUTE CUTOVERS?**

17 **A.** No. ITC^DeltaCom agrees that the complete cutover may take longer
18 that 15 minutes depending on, among other things, the number of loops
19 involved. ITC^DeltaCom's position is that the customer's service
20 should not be interrupted longer that 15 minutes between the
21 disconnection of the old service and the connection of BellSouth's
22 facilities to ITC^DeltaCom's collocation space. Any problems occurring
23 in ITC^DeltaCom's facilities or equipment would not count as part of the

1 15 minute interval. If the proper preparation work is completed prior to
2 disconnecting the customer's existing service, this parameter will not be
3 difficult for BellSouth to meet. This language exists in the current
4 interconnection agreement and should be continued to the new
5 agreement.

6
7 Issue 14: [ITC^DeltaCom Issue 2(c)(iv)] Should the party responsible
8 for delaying a cutover also be responsible for the other party's
9 reasonable labor costs?
10

11 **Q: DO THE PARTIES OPERATE UNDER THIS PROCEDURE TODAY?**

12 **A:** Yes. Although Mr. Vamer states that this provision should not be
13 included in the interconnection agreement, what he does not mention is
14 that the parties have operated with this provision in the existing
15 interconnection agreement for the past two years. ITC^DeltaCom
16 recommends that this Commission order the continuation of the existing
17 procedures.
18

19 Issue 16: [ITC^DeltaCom Issue 2(c)(vi)] – Should each party be
20 responsible for the repair charges for troubles caused or originated
21 outside of its network? If so, how should each party reimburse the
22 other for any additional costs incurred for isolating the trouble to the
23 other's network?

1 Q. DOES ITC^DELTA COM AGREE TO BEAR THE COST OF TROUBLE
2 ISOLATION TO A THIRD PARTY'S NETWORK

3 A. The Parties have resolved this issue.
4

5 Q. HAS BELLSOUTH CORRECTLY STATED ITC^DELTA COM'S
6 POSITION ON ADDITIONAL COSTS ASSOCIATED WITH TROUBLE
7 ISOLATION TO BELLSOUTH'S NETWORK?

8 A. No. BellSouth should reimburse ITC^DeltaCom if there is a second
9 *referral on the same trouble. In other words, after ITC^DeltaCom*
10 *correctly isolates the trouble to BellSouth's network but BellSouth fails*
11 *to repair the trouble and ITC^DeltaCom is required for a second time to*
12 *isolate the same trouble to BellSouth's facilities. ITC^DeltaCom should*
13 *not be penalized for BellSouth's inability to repair troubles. In addition,*
14 *this would be reciprocal with BellSouth's charges to ITC^DeltaCom*
15 *when ITC^DeltaCom incorrectly isolates the trouble to BellSouth's*
16 *network.*

17 Issue 18: [ITC^DeltaCom Issue 2(c)(ix)] If a customer orders a loop
18 *which requires special construction charges be paid for by*
19 *ITC^DeltaCom, and BellSouth reuses the same facilities to provide*
20 *service to the customer for itself or on behalf of another ALEC, should*
21 *BellSouth be required to refund ITC^DeltaCom the amount*
22 *ITC^DeltaCom paid to BellSouth for Special Construction charges for*
23 *that customer?*

1 **Q: WHAT IS ITC^DELTA COM'S POSITION ON THIS ISSUE?**

2 **A:** ITC^DeltaCom has agreed to remove this issue from arbitration as a
3 result of further negotiations with BellSouth.
4

5 Issue19: [ITC^DeltaCom Issue 2(c)(x)] Under what conditions, if any,
6 should BellSouth be required to reimburse any costs incurred by
7 ITC^DeltaCom to accommodate modifications made by BellSouth to an
8 order after sending a firm order confirmation ("FOC")?
9

10 **Q: DOES BELLSOUTH EVER MODIFY ITC^DELTA COM'S ORDER**
11 **AFTER ISSUING AN FOC?**

12 **A:** Yes. Often BellSouth modifies the due date on the FOC due date itself
13 after ITC^DeltaCom has dispatched its central office and customer
14 premises technicians to work the order (as well as arranging for third
15 party vendors to be dispatched to the customer premises). However,
16 the Parties have resolved this issue.
17

18 Issue20: [ITC^DeltaCom Issue 2(c)(xiv)] (a) Should BellSouth be
19 required to coordinate with ITC^DeltaCom 48 hours prior to the due
20 date of a UNE conversion? (b) If BellSouth delays the scheduled
21 cutover date, should BellSouth be required to waive the applicable non-
22 recurring charges? (c) Should BellSouth be required to perform dial
23 tone tests at least 48 hours prior to the scheduled cutover date?

1 **Q: WHAT IS ITC^DELTACOM'S POSITION ON THESE ISSUES?**

2 A: Until BellSouth is able to meet scheduled due dates on a consistent
3 basis, coordination prior to the due date is necessary. By requiring
4 BellSouth to coordinate with ITC^DeltaCom prior to the due date,
5 ITC^DeltaCom will no longer be required to dispatch technicians only to
6 find out that BellSouth is not ready to work the order.

7 The issue of waiver of NRCs was addressed in my response to Issue 2
8 [ITC^DeltaCom Issue 1(b)] above.

9 ITC^DeltaCom will continue to negotiate the issue of dial tone tests with
10 BellSouth.

11

12 Issue 33: [ITC^DeltaCom Issue 3(l)] Should the Parties establish
13 escalation procedures for ordering/provisioning problems?

14

15 **Q: PLEASE STATE ITC^DELTACOM'S POSITION.**

16 A: ITC^DeltaCom is willing to close this issue subject to the revision that
17 BellSouth will use best efforts to provide notice of modification within
18 ten days.

19

20 Issue 37: [ITC^DeltaCom Issue 4(c)] Should ITC^DeltaCom and its
21 agents be subject to stricter security requirements than those applied to
22 BellSouth's agents and third party outside contractors?

23

1 Q. BELLSOUTH STATES THAT THE SECURITY REQUIREMENTS
2 IMPOSED ON ITC^DELTACOM ARE AT PARITY TO THAT WHICH
3 BELLSOUTH IMPOSES ON ITSELF AND OTHERS. DO YOU
4 AGREE WITH THIS ASSESSMENT?

5 A. It is my understanding that this issue has been resolved by the parties;
6 however, ITC^DeltaCom reserves the right to file supplemental
7 testimony on this issue, should it be further disputed.

8

9 Issue 50: [ITC^DeltaCom Issue 5] Should the parties continue operating
10 under existing local interconnection arrangements? (a) Should the
11 current interconnection agreement language continue regarding cross-
12 connect fees, reconfiguration charges or network redesigns, and NXX
13 translations? (b) What should be the definition of the terms local traffic,
14 and trunking options? (c) What parameters should be established to
15 govern routing ITC^DeltaCom's originating traffic and each party's
16 exchange of transit traffic? (d) Should the parties implement a
17 procedure for binding forecasts?

18

19 Q. HAS BELLSOUTH ADDRESSED ALL ISSUES CONCERNED WITH
20 ATTACHMENT 3 AND LISTED AS UNRESOLVED IN EXHIBIT B?

21 A. No. At the time of the filing of this petition, BellSouth was reviewing
22 ITC^DeltaCom's proposed language. Thus, in order to preserve these
23 issues, ITC^DeltaCom generally requested the same interconnection

1 language that is in our current agreement as part of issue 5.
2 ITC^DeltaCom then listed each section of the proposed language it
3 provided BellSouth that it understood as open and under review as an
4 unresolved issue in Exhibit B.

5

6 The parties are currently negotiating Attachment 3. Rather than
7 address all issues in Exhibit B that are still undecided, I request that I
8 be able to update and supplement my testimony to the extent
9 necessary to adequately address any unresolved issues.

10

11 **Q. WHAT IS ITC^DELTACOM'S POSITION ON THE EXISTING**
12 **AGREEMENT?**

13 **A.** At the commencement of negotiations for the new agreement BellSouth
14 scrapped the existing agreement in its entirety. The current agreement
15 was a functional agreement. It did have areas that needed changes.
16 However BellSouth is attempting, through the new "template" to take
17 away numerous provisions that are in the existing agreement and that
18 were the result of the original negotiations. The proper starting point for
19 a new agreement is the existing agreement.

20

21 **Q. WHAT IS ITC^DELTACOM'S POSITION ON BINDING FORECASTS?**

22 **A.** BellSouth should be required to accept binding forecasts. In Florida,
23 BellSouth refused to accept ITC^DeltaCom's forecast until

1 ITC^DeltaCom provided proprietary customer information. In other
2 instances BellSouth has refused to provide sufficient trunks to cover the
3 ITC^DeltaCom forecast. BellSouth's reason was stated to be that since
4 ITC^DeltaCom's existing trunks were at capacity, ITC^DeltaCom could
5 not have any more trunks. ITC^DeltaCom's forecast was based on
6 information about customers with whom ITC^DeltaCom already had
7 contracts. ITC^DeltaCom delayed providing service to those customers
8 to keep from overloading the network. Without binding forecasts
9 BellSouth's position on installing trunks for ALECs becomes a "self-
10 fulfilling prophecy" - unless the ALEC is willing to continue adding
11 usage until the network is overloaded and poor service is provided due
12 to blocked calls. In other words, unless the ALEC's service is poor
13 because of the blocking of traffic, BellSouth will not honor forecasts.
14 ITC^DeltaCom will not add new customers if it will cause degradation of
15 the network. The mandating of binding forecasts by this Commission
16 will stop BellSouth from limiting the growth of competition.

17

18 Issue 44: [ITC^DeltaCom Issue 7(b)(ii)] What procedures should
19 ITC^DeltaCom and BellSouth adopt for meet-point billing?

20

21

22 **Q. PLEASE STATE ITC^DELTA COM'S POSITION.**

1 **A.** ITC^DeltaCom has agreed to delete sections 9.10 and 9.17 in recent
2 negotiations with BellSouth. With certain modifications as discussed by
3 the parties on July 14, 1999, ITC^DeltaCom believes that section 9.9
4 may be closed.

5 The issue of filing meet point percentages in the NECA tariff raised by
6 BellSouth is irrelevant. ALECs are not required to file in the NECA
7 tariff. BellSouth is free to do so if they desire. However, any "assumed
8 percentage" or "default percentage" should be set at 100% for
9 ITC^DeltaCom and 0% for BellSouth since ITC^DeltaCom either
10 provides those facilities into BellSouth's tandem offices itself or leases
11 the facilities from BellSouth.

12

13 **Q.** **DOES THIS CONCLUDE YOUR TESTIMONY?**

14 **A.** Yes. However, I reserve the right to address any issues raised by
15 BellSouth and to supplement my testimony and rebuttal testimony as
16 necessary upon production of any discovery requests.

Nonrecurring Cost Development

Florida
A.1.1 - 2-Wire Analog Voice Grade Loop - Service Level 1

9/11/1999

Function	JFC/ Payband	JFC/Payband Description	A		B		C	D=AxC		E=BxC		F	G=ExF		H=D+G	
			Installation Worktimes		Disconnect Worktimes		Direct Labor Rate	Install Cost		Disconnect Cost		Disconnect Discount Factor	Discounted Disconnect Cost		Direct Cost	
			First	Additional	First	Additional		First	Additional	First	Additional		First	Additional	First	Additional
ENGINEERING	400X	Address & Facility Inventory (AFIG)	0.2000	0.1000	0.0000	0.0000	\$33.90	\$6.7800	\$3.3900	\$0.0000	\$0.0000	1.1158	\$0.0000	\$0.0000	\$6.7800	\$3.3900
ENGINEERING	32XX	Outside Plant Eng (FG30)	0.1000	0.0500	0.0000	0.0000	\$47.97	\$4.7970	\$2.3985	\$0.0000	\$0.0000	1.1158	\$0.0000	\$0.0000	\$4.7970	\$2.3985
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0583	0.0583	0.0000	0.0000	\$42.88	\$2.5013	\$2.5013	\$0.0000	\$0.0000	1.1158	\$0.0000	\$0.0000	\$2.5013	\$2.5013
CONNECT & TEST	410X	Install & Mtce - Pots	0.3175	0.1588	0.0000	0.0000	\$41.00	\$13.0189	\$6.5084	\$0.0000	\$0.0000	1.1158	\$0.0000	\$0.0000	\$13.0189	\$6.5084
TRAVEL	410X	Install & Mtce - Pots	0.0667	0.0000	0.0000	0.0000	\$41.00	\$2.7333	\$0.0000	\$0.0000	\$0.0000	1.1158	\$0.0000	\$0.0000	\$2.7333	\$0.0000
														Total	29.83053333	14.79828667

Function	JFC/ Payband	JFC/Payband Description	Installation Worktimes		Disconnect Worktimes		TELRIC Labor Rate	Install Cost		Disconnect Cost		Disconnect Discount Factor	Discounted Disconnect Cost		TELRIC	
			First	Additional	First	Additional		First	Additional	First	Additional		First	Additional	First	Additional
			ENGINEERING	400X	Address & Facility Inventory (AFIG)	0.2000	0.1000	0.0000	0.0000	\$33.90	\$6.7800	\$3.3900	\$0.0000	\$0.0000	1.1158	\$0.0000
ENGINEERING	32XX	Outside Plant Eng (FG30)	0.1000	0.0500	0.0000	0.0000	\$47.97	\$4.7970	\$2.3985	\$0.0000	\$0.0000	1.1158	\$0.0000	\$0.0000	\$4.7970	\$2.3985
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0583	0.0583	0.0000	0.0000	\$42.88	\$2.5013	\$2.5013	\$0.0000	\$0.0000	1.1158	\$0.0000	\$0.0000	\$2.5013	\$2.5013
CONNECT & TEST	410X	Install & Mtce - Pots	0.3175	0.1588	0.0000	0.0000	\$41.00	\$13.0189	\$6.5084	\$0.0000	\$0.0000	1.1158	\$0.0000	\$0.0000	\$13.0189	\$6.5084
TRAVEL	410X	Install & Mtce - Pots	0.0667	0.0000	0.0000	0.0000	\$41.00	\$2.7333	\$0.0000	\$0.0000	\$0.0000	1.1158	\$0.0000	\$0.0000	\$2.7333	\$0.0000
														Total	29.83053333	14.79828667

EXHIBIT TAH-4

Nonrecurring Cost Development

Florida

A.1.1d - 2-Wire Analog Voice Grade Loop - Service Level 1 - Disconnect

9/11/1999		A		B		C	D=AxC		E=BxC		F	G=ExF		H=D+G		
Function	JFC/ Payband	JFC/Payband Description	Installation Worktimes		Disconnect Worktimes		Direct Labor Rate	Install Cost		Disconnect Cost		Disconnect Discount Factor	Discounted Disconnect Cost		Direct Cost	
			First	Additional	First	Additional		First	Additional	First	Additional		First	Additional	First	Additional
CONNECT & TEST	431X	CO Install & Mice Field - Ckt & Fac	0.0000	0.0000	0.0333	0.0333	\$42.88	\$0.0000	\$0.0000	\$1.4293	\$1.4293	1.1156	\$1.5946	\$1.5946		
													Total	\$1.5946	\$1.5946	
															1.594566541	1.594566541

Function	JFC/ Payband	JFC/Payband Description	Installation Worktimes		Disconnect Worktimes		TELRIC Labor Rate	Install Cost		Disconnect Cost		Disconnect Discount Factor	Discounted Disconnect Cost		TELRIC	
			First	Additional	First	Additional		First	Additional	First	Additional		First	Additional	First	Additional
CONNECT & TEST	431X	CO Install & Mice Field - Ckt & Fac	0.0000	0.0000	0.0333	0.0333	\$42.88	\$0.0000	\$0.0000	\$1.4293	\$1.4293	1.1156	\$1.5946	\$1.5946		
													Total	\$1.5946	\$1.5946	
															1.594566541	1.594566541

EXHIBIT TAH-4

Nonrecurring Cost Development

Florida
A.1.2 - 2-Wire Analog Voice Grade Loop - Service Level 2

9/11/1999

Function	JFC/ Payband	JFC/Payband Description	A		B		C	D=AxC		E=BxC		F	G=ExF		H=D+G	
			Installation Worktimes		Disconnect Worktimes		Direct Labor Rate	Install Cost		Disconnect Cost		Disconnect Discount Factor	Discounted Disconnect Cost		Direct Cost	
			First	Additional	First	Additional		First	Additional	First	Additional		First	Additional	First	Additional
ENGINEERING	400X	Address & Facility Inventory (AFIG)	0.2000	0.1000	0.0000	0.0000	\$33.90	\$6.7900	\$3.3900	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$6.7800	\$3.3900
ENGINEERING	470X	Circuit Provisioning Group (CPG)	0.1300	0.0650	0.0000	0.0000	\$37.06	\$4.8178	\$2.4089	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$4.8178	\$2.4089
ENGINEERING	320X	Outside Plant Eng (FG30)	0.1000	0.0500	0.0000	0.0000	\$47.97	\$4.7970	\$2.3985	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$4.7970	\$2.3985
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0583	0.0583	0.0000	0.0000	\$42.88	\$2.5013	\$2.5013	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$2.5013	\$2.5013
CONNECT & TEST	411X	Install & Mtce - Spec Svcs (SSIM)	0.3175	0.1588	0.0000	0.0000	\$44.45	\$14.1144	\$7.0572	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$14.1144	\$7.0572
TRAVEL	411X	Install & Mtce - Spec Svcs (SSIM)	0.0600	0.0000	0.0000	0.0000	\$44.45	\$2.6670	\$0.0000	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$2.6670	\$0.0000
Total														35.67749	17.75591167	

Function	JFC/ Payband	JFC/Payband Description	Installation Worktimes		Disconnect Worktimes		TELRIC Labor Rate	Install Cost		Disconnect Cost		Disconnect Discount Factor	Discounted Disconnect Cost		TELRIC	
			First	Additional	First	Additional		First	Additional	First	Additional		First	Additional	First	Additional
			ENGINEERING	400X	Address & Facility Inventory (AFIG)	0.2000	0.1000	0.0000	0.0000	\$33.90	\$6.7900	\$3.3900	\$0.0000	\$0.0000	1.1156	\$0.0000
ENGINEERING	470X	Circuit Provisioning Group (CPG)	0.1300	0.0650	0.0000	0.0000	\$37.06	\$4.8178	\$2.4089	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$4.8178	\$2.4089
ENGINEERING	320X	Outside Plant Eng (FG30)	0.1000	0.0500	0.0000	0.0000	\$47.97	\$4.7970	\$2.3985	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$4.7970	\$2.3985
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0583	0.0583	0.0000	0.0000	\$42.88	\$2.5013	\$2.5013	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$2.5013	\$2.5013
CONNECT & TEST	411X	Install & Mtce - Spec Svcs (SSIM)	0.3175	0.1588	0.0000	0.0000	\$44.45	\$14.1144	\$7.0572	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$14.1144	\$7.0572
TRAVEL	411X	Install & Mtce - Spec Svcs (SSIM)	0.0600	0.0000	0.0000	0.0000	\$44.45	\$2.6670	\$0.0000	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$2.6670	\$0.0000
Total														35.67749	17.75591167	

EXHIBIT TAH-4

Nonrecurring Cost Development

Florida
A.1.2d - 2-Wire Analog Voice Grade Loop - Service Level 2 - Disconnect

9/11/1999

Function	JFC/ Payband	JFC/Payband Description	A		B		C	D=AxC		E=BxC		F	G=ExF		H=D+G	
			Installation Worktimes		Disconnect Worktimes		Direct Labor Rate	Install Cost		Disconnect Cost		Disconnect Discount Factor	Discounted Disconnect Cost		Direct Cost	
			First	Additional	First	Additional		First	Additional	First	Additional		First	Additional	First	Additional
ENGINEERING	470X	Circuit Provisioning Group (CPG)	0.0000	0.0000	0.0007	0.0004	\$37.06	\$0.0000	\$0.0000	\$0.0259	\$0.0130	1.1158	\$0.0289	\$0.0145	\$0.0289	\$0.0145
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0000	0.0000	0.0333	0.0333	\$42.88	\$0.0000	\$0.0000	\$1.4293	\$1.4293	1.1158	\$1.5948	\$1.5948	\$1.5948	\$1.5948
													Total	1.823507477	1.809037009	

Function	JFC/ Payband	JFC/Payband Description	Installation Worktimes		Disconnect Worktimes		TELRIC Labor Rate	Install Cost		Disconnect Cost		Disconnect Discount Factor	Discounted Disconnect Cost		TELRIC	
			First	Additional	First	Additional		First	Additional	First	Additional		First	Additional	First	Additional
			ENGINEERING	470X	Circuit Provisioning Group (CPG)	0.0000	0.0000	0.0007	0.0004	\$37.06	\$0.0000	\$0.0000	\$0.0259	\$0.0130	1.1158	\$0.0289
CONNECT & TEST	431X	CO Install & Mtce Field - Ckt & Fac	0.0000	0.0000	0.0333	0.0333	\$42.88	\$0.0000	\$0.0000	\$1.4293	\$1.4293	1.1158	\$1.5948	\$1.5948	\$1.5948	\$1.5948
													Total	1.823507477	1.809037009	

EXHIBIT TAH-4

Nonrecurring Cost Development

Florida
A.6.1 - 2-Wire Asymmetrical Digital Subscriber (ADSL) Compatible Loop
- 2-Wire High bit rate Digital Subscriber (HDSL) Compatible Loop

9/11/1999

Function	JFC/ Payband	JFC/Payband Description	A		B		C	D=AxC			E=BxC		F	G=ExF		H=D+G	
			Installation Worktimes		Disconnect Worktimes		Direct Labor Rate	Install Cost		Disconnect Cost		Disconnect Discount Factor	Discounted Disconnect Cost		Direct Cost		
			First	Additional	First	Additional		First	Additional	First	Additional		First	Additional	First	Additional	
OUTSIDE PLANT ENG	32XX	Outside Plant Eng (FG30)	0.2000	0.1000	0.0000	0.0000	\$47.97	\$9,594.0	\$4,797.0	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$9,594.0	\$4,797.0	
ENGINEERING	400X	Address & Facility Inventory (AFIG)	0.2000	0.1000	0.0000	0.0000	\$33.90	\$6,780.0	\$3,390.0	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$6,780.0	\$3,390.0	
ENGINEERING	470X	Circuit Provisioning Group (CPG)	0.1300	0.0650	0.0000	0.0000	\$37.06	\$4,817.8	\$2,408.9	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$4,817.8	\$2,408.9	
ENGINEERING	32XX	Outside Plant Eng (FG30)	0.1000	0.0500	0.0000	0.0000	\$47.97	\$4,797.0	\$2,398.5	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$4,797.0	\$2,398.5	
CONNECT & TEST	431X	CO Install & Mice Field - Ckt & Fac	0.0583	0.0583	0.0000	0.0000	\$42.88	\$2,501.3	\$2,501.3	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$2,501.3	\$2,501.3	
CONNECT & TEST	411X	Install & Mice - Spec Svcs (SSIM)	0.3175	0.1588	0.0000	0.0000	\$44.45	\$14,114.4	\$7,057.2	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$14,114.4	\$7,057.2	
TRAVEL	411X	Install & Mice - Spec Svcs (SSIM)	0.0600	0.0000	0.0000	0.0000	\$44.45	\$2,667.0	\$0.0000	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$2,667.0	\$0.0000	
Total															45.27149	22.55291167	

Function	JFC/ Payband	JFC/Payband Description	Installation Worktimes		Disconnect Worktimes		TELRIC Labor Rate	Install Cost			Disconnect Cost		Disconnect Discount Factor	Discounted Disconnect Cost		TELRIC	
			First	Additional	First	Additional		First	Additional	First	Additional		First	Additional	First	Additional	
			OUTSIDE PLANT ENG	32XX	Outside Plant Eng (FG30)	0.2000	0.1000	0.0000	0.0000	\$47.97	\$9,594.0	\$4,797.0	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000
ENGINEERING	400X	Address & Facility Inventory (AFIG)	0.2000	0.1000	0.0000	0.0000	\$33.90	\$6,780.0	\$3,390.0	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$6,780.0	\$3,390.0	
ENGINEERING	470X	Circuit Provisioning Group (CPG)	0.1300	0.0650	0.0000	0.0000	\$37.06	\$4,817.8	\$2,408.9	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$4,817.8	\$2,408.9	
ENGINEERING	32XX	Outside Plant Eng (FG30)	0.1000	0.0500	0.0000	0.0000	\$47.97	\$4,797.0	\$2,398.5	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$4,797.0	\$2,398.5	
CONNECT & TEST	431X	CO Install & Mice Field - Ckt & Fac	0.0583	0.0583	0.0000	0.0000	\$42.88	\$2,501.3	\$2,501.3	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$2,501.3	\$2,501.3	
CONNECT & TEST	411X	Install & Mice - Spec Svcs (SSIM)	0.3175	0.1588	0.0000	0.0000	\$44.45	\$14,114.4	\$7,057.2	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$14,114.4	\$7,057.2	
TRAVEL	411X	Install & Mice - Spec Svcs (SSIM)	0.0600	0.0000	0.0000	0.0000	\$44.45	\$2,667.0	\$0.0000	\$0.0000	\$0.0000	1.1156	\$0.0000	\$0.0000	\$2,667.0	\$0.0000	
Total															45.27149	22.55291167	

EXHIBIT TAH-4