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BELLSOUTH TELECOMMUNICATIONS, INC.  
REBUTTAL TESTIMONY OF ALPHONSO J. VARNER  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 991838-TP  
FEBRUARY 14, 2000

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR BUSINESS ADDRESS.

A. My name is Alphonso J. Varner. I am employed by BellSouth as Senior Director for State Regulatory for the nine-state BellSouth region. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS DOCKET?

A. Yes. I filed direct testimony and one exhibit on January 25, 2000.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. My testimony rebuts the direct testimony filed by BlueStar Networks, Inc. ("BlueStar") witnesses Carty Hassett and Michael Starkey on January 25, 2000 in this proceeding. Specifically, my comments respond to their direct testimony regarding Issue Nos. 2a, 3, 10, 11, 15 and 16.

1 **ISSUE 2a.: Should BellSouth be required to conduct a trial of line sharing with**  
2 **BlueStar, and if so, when?**

3

4 Q. MR. STARKEY STATES THAT BELL SOUTH SHOULD BE REQUIRED  
5 TO CONDUCT A LINE SHARING TRIAL WITH BLUESTAR. DO YOU  
6 AGREE?

7

8 A. No. As I stated in my direct testimony, although BellSouth is obligated to  
9 comply with the Federal Communication Commission's ("FCC") recent order  
10 on line sharing, BellSouth is not obligated to conduct a trial. BellSouth will  
11 follow its normal business practices in determining whether, and under what  
12 conditions, such a trial is appropriate. With respect to conducting a trial with  
13 BlueStar of electronic or manual ordering and provisioning interfaces, Mr. Pate  
14 addressed that issue in his direct testimony.

15

16 It is important to point out that, should BellSouth decide to conduct a line  
17 sharing trial with an ALEC, the processes and interfaces that might be tested  
18 would be the same for all Alternative Local Exchange Carrier ("ALECs").

19 Therefore, any such trial would only be conducted with one or more  
20 representative ALECs.

21

22 Further, BlueStar is aware of BellSouth's efforts to make line sharing available  
23 to ALECs, because BlueStar is participating in BellSouth's cooperative line  
24 sharing negotiations along with a number of other ALECs. The purpose is to  
25 work cooperatively to develop mutually agreeable terms and conditions for line

1 sharing.

2

3 **ISSUE 3: What information should BellSouth be required to provide to BlueStar**  
4 **on loop orders that are rejected because the requested facilities are unavailable?**

5

6 Q. IN HER TESTIMONY AT PAGE 9, MS. HASSETT SUGGESTS THAT  
7 WHEN A CUSTOMER BLUESTAR DESIRES TO SERVE IS NOT  
8 CURRENTLY SERVED OVER A DSL COMPATIBLE FACILITY, THAT  
9 BELL SOUTH SHOULD PERFORM A "LINE AND STATION SWAP" SO  
10 THAT BLUESTAR CAN HAVE A COMPATIBLE FACILITY TO SERVE  
11 ITS CUSTOMER. DO YOU AGREE?

12

13 A. Absolutely not. What Ms. Hassett is suggesting is that the copper loop  
14 currently used to serve one customer be swapped with a facility served over  
15 fiber that is currently serving the prospective BlueStar customer. BlueStar's  
16 position is wrong for several reasons. First, BellSouth's cost studies do not  
17 include the cost to perform line and station swaps. Second, BellSouth is not  
18 obligated by the Act to perform this activity. Third, this approach would result  
19 in bad public policy because it is contrary to the Act. Competitors should be  
20 able to sell a customer what they want and this policy means making a decision  
21 that competitors can not do that. Finally, we should not be in the business of  
22 determining what a customer may or may not want or need in the future.

23

24 It is not up to BlueStar or BellSouth to determine what a customer may or may  
25 not want or need in the future. Taking a copper loop from one customer to

1 give to another is tantamount to making a decision for that first customer about  
2 whether or not he can receive certain services in the future. For example, if a  
3 line and station swap was performed and a copper loop was taken from  
4 customer A to serve customer B, and the following week customer A requested  
5 a DSL type service from a another provider, or even from BlueStar, customer  
6 A would be out of luck. We should not be in the business of picking and  
7 choosing winners and losers by confiscating facilities from one customer and  
8 giving them to another customer.

9

10 ***ISSUE 10: What are the TELRIC-based rates for the following: (a) 2-wire ADSL***  
11 ***compatible loops, both recurring and nonrecurring; (b) 2-wire HDSL compatible***  
12 ***loops, both recurring and nonrecurring; (c) "UCL" loops, both recurring and***  
13 ***nonrecurring; (d) loop conditioning for each of the loops listed above, as well as the***  
14 ***4-wire HDSL loop.***

15

16 **ADSL and HDSL Compatible Loops**

17 Q. WHAT RATES HAS BLUESTAR PROPOSED FOR THE 2-WIRE ADSL  
18 COMPATIBLE LOOP?

19

20 A. BlueStar has recommended the Commission adopt the recurring monthly rates  
21 contained in the *Joint Stipulation Regarding Interim Deaveraging*, dated  
22 December 7, 1999 ("*Joint Stipulation*"). BlueStar recommends the  
23 Commission adopt the nonrecurring rates contained in the Commission's Order  
24 in Docket No. 990750-TP (ITC^DeltaCom Arbitration).

25

1 Q. DO YOU AGREE WITH BLUESTAR'S PROPOSED RATES?

2

3 A. I partially agree. I agree that the Commission should adopt the following  
4 nonrecurring rates proposed by BlueStar; \$113.85 for the first ADSL  
5 compatible loop and \$99.61 for additional ADSL compatible loops when  
6 ordered at the same time. Although Mr. Starkey states that these rates were  
7 ordered in the ITC^DeltaCom arbitration, the Commission, in fact, first ordered  
8 these rates in its April 29, 1998 Order in Docket Nos. 960757-TP, 960833-TP  
9 and 960846-TP.

10

11 I disagree with BlueStar's proposed recurring rates. BellSouth proposes that  
12 the monthly rate for ADSL compatible loops of \$15.81, adopted in the  
13 Commission's April 29, 1998 Order, be used until the terms of the *Joint*  
14 *Stipulation* become effective. In addition, my direct testimony also contains  
15 BellSouth's proposed recurring and nonrecurring rates for 2-wire HDSL  
16 compatible loops, which are also consistent with the Commission's April 29,  
17 1998 Order.

18

19 BlueStar has recommended the Commission adopt deaveraged rates according  
20 to the terms of the *Joint Stipulation*. However, the terms of the *Joint*  
21 *Stipulation* do not take effect until at least May 1, 2000. Specifically, the *Joint*  
22 *Stipulation* states,

23

*The interim deaveraged rates will take effect on May 1, 2000 (unless*

24

*the effective date of the lifting of the stay of Rule 51.507(f) is changed*

25

*by the FCC, in which case the revised date established by the FCC will*

1                   *control) and will remain in effect until the earlier of (a) the date they*  
2                   *are replaced by permanent deaveraged rates established by the*  
3                   *Commission in this docket, or (b) June 30, 2001.*

4  
5           At the time such rates take effect, BellSouth will comply with the terms of the  
6           *Joint Stipulation* that requires BellSouth to make these rates available to any  
7           ALEC that has an interconnection agreement with BellSouth. However, until  
8           the date of implementation, BellSouth is not obligated to offer deaveraged rates  
9           to BlueStar. BlueStar, on the other hand, is expecting discriminatory treatment  
10          by requesting these interim deaveraged rates prior to the rates becoming  
11          effective under the *Joint Stipulation*. Such a request, if approved, would make  
12          the deaveraged rates available to BlueStar before they are available to other  
13          ALECs. Such discriminatory treatment is contrary to the Act. To take this  
14          request one step further, if BlueStar's request is approved, it could make the  
15          Joint Stipulation not worth the paper it's written on, because other ALECs may  
16          well be able to opt into that provision of BlueStar's interconnection agreement  
17          with BellSouth. In that event, the terms of the *Joint Stipulation* would be  
18          rendered meaningless.

19

20    **Unbundled Copper Loops ("UCLs") and Loop Conditioning**

21    Q.    ARE THE RATES FOR UCLs AND LOOP CONDITIONING STILL AT  
22           ISSUE IN THIS PROCEEDING?

23

24    A.    No. On January 27, 2000, two days after the parties filed their direct testimony  
25           in this proceeding, BellSouth and BlueStar signed an amendment to their

1 interconnection agreement that establishes interim rates subject to true-up for  
2 UCLs and loop conditioning. This amendment is attached as Rebuttal Exhibit  
3 AJV-1.

4

5 Q. IF, FOR ANY REASON, THE COMMISSION DECLINES TO APPROVE  
6 THE JANUARY 27, 2000 AMENDMENT, WHAT DOES BELLSOUTH  
7 PROPOSE AS THE APPROPRIATE INTERIM PRICES FOR UCLs AND  
8 LOOP CONDITIONING?

9

10 A. BellSouth fully expects the January 27, 2000 amendment to be approved by the  
11 Commission. There is no reason to expect the Commission to do otherwise.  
12 However, if the Commission disapproves the amendment, BellSouth proposes  
13 the rates discussed below be adopted on an interim basis and subject to true-up  
14 following determination by the Commission of permanent rates in Docket no.  
15 990649-TP. The rate true-up would be retroactive such that the true-up period  
16 would be from the date the interim rates take effect until the date the permanent  
17 rates take effect.

18

19 **UCL up to 18,000 Feet (18kf) in Length**

20 Q. WHAT RATES DOES BELLSOUTH PROPOSE FOR THE UCL UP TO  
21 18KF IN LENGTH?

22

23 A. In my direct testimony, I proposed the following rates for the Unbundled  
24 Copper Loop ("UCL") up to 18kf in length.

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Unbundled Copper Loop up to 18kf	<u>Recurring</u> \$21.98	<u>Nonrecurring</u> \$113.85 (1 <sup>st</sup> ) 99.61 (Ea. add'l)
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BellSouth proposed these rates because it did not have a cost study in the official record in any Florida proceeding, therefore the surrogate, interim rates shown above were proposed. However, upon filing my direct testimony, it was discovered that BellSouth had indeed filed a cost study for the UCL in the e.spire and ICI arbitration proceedings (Docket Nos. 981642-TP and 981745-TP) in February, 1999. This cost study was withdrawn, along with all other filed materials in that arbitration, when the parties resolved the issues prior to a hearing. That UCL study was conducted in accordance with the Commission's methodology for developing UNE prices in its April 29, 1998 Order and was made available in BellSouth's discovery response to BlueStar dated January 25, 2000. Therefore, upon further examination of this issue, BellSouth believes the following rates for UCLs up to 18kf in length are more appropriate than those proposed in my direct testimony. These rates should be adopted, if the January 27, 2000 amendment is not approved.

Unbundled Copper Loop over 18kf	<u>Recurring</u> \$18.06	<u>Nonrecurring</u> \$326.10 (1 <sup>st</sup> ) 288.19 (ea. add'l)
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See Rebuttal Exhibit AJV-2 for revised proposed rates.

1 **UCL Greater Than 18kf in Length**

2 Q. WHAT DOES BELLSOUTH PROPOSE AS INTERIM RATES FOR THE  
3 UCL GREATER THAN 18KF IN LENGTH?

4

5 A. First, as noted earlier, BellSouth and BlueStar entered into an agreement  
6 amendment on January 27, 2000 that set interim prices for UCLs and loop  
7 conditioning. The terms of the amendment state that the price for UCLs greater  
8 than 18kf in length will be the same as the price for UCLs up to 18kf in length  
9 and are interim and subject to true-up. Should the amendment be disapproved,  
10 BellSouth submits the proposal discussed below.

11

12 In my direct testimony, I advised the Commission that BellSouth would shortly  
13 file a cost study in Georgia for the UCL greater than 18kf and that BellSouth  
14 would supplement its testimony with the results of that study to be used in  
15 Florida on an interim basis and subject to true-up. After BellSouth filed its  
16 direct testimony on January 25, 2000, it was determined that the Georgia cost  
17 study would not be filed in Georgia until sometime after the rebuttal testimony  
18 was due in this proceeding. Because BellSouth will not be able to propose, for  
19 interim use in Florida, the results of a Georgia study, BellSouth offers a  
20 surrogate recurring rate. This rate is based on the weighted (residence and  
21 business) average loop length of the UCL up to 18kf projected over an  
22 estimated average loop length for a UCL over 18kf. The weighted average  
23 loop length from the e.spire/ICI arbitration study is 9,426 feet. It is reasonable  
24 to expect that the average weighted loop length of copper loops over 18kf  
25 would be at least 25kf. There are copper loops substantially longer than 25kf in

1           BellSouth's network. In fact, BellSouth has identified copper loops in Florida  
2           that are well in excess of 40kf. Based on an estimated weighted average loop  
3           length of copper loops exceeding 18kf, BellSouth calculated a recurring rate as  
4           described below.

5

6           The weighted average length of a UCL up to 18kf in the e.spire/ICI arbitration  
7           study is 9,426 feet with an average recurring cost of \$18.06 per loop or \$1.92  
8           per 1000 feet. The rate for an average UCL greater than 18kf was obtained by  
9           multiplying the per 1000 feet rate of \$1.92 by the estimated average weighted  
10          copper loop length of 25kf. The resulting interim, surrogate recurring rate is  
11          \$48.00 per loop.

12                            **$\$18.06 \div (9,426 \text{ ft} \div 1000 \text{ ft}) = \$1.92 \text{ per } 1\text{kf} \times 25\text{kf} = \$48.00$**

13

14          For the nonrecurring rate for the UCL over 18kf, BellSouth would agree to use  
15          the nonrecurring rate proposed for the UCL up to 18kf as noted previously.

16          BellSouth believes this proposal is reasonable until such time as the

17          Commission adopts permanent rates in Docket No. 990649-TP. See Rebuttal  
18          Exhibit AJV-2 for all proposed rates.

19

20   **Loop Conditioning**

21   Q.    WHAT DOES BELLSOUTH PROPOSE TO CHARGE BLUESTAR FOR  
22          LOOP CONDITIONING ON AN INTERIM BASIS SUBJECT TO TRUE-  
23          UP?

24

25   A.    Once again, BellSouth believes this issue was resolved with the January 27,

1 2000 amendment to the parties' interconnection agreement. However, should  
2 the Commission disapprove the amendment, BellSouth offers interim loop  
3 conditioning rates as discussed below.

4  
5 Similar to the situation with the UCL greater than 18kf, BellSouth had expected  
6 to rely on the results from a Georgia cost study to propose an interim rate for  
7 BlueStar in Florida. As noted earlier, this study will not be available in time to  
8 propose rates in this proceeding. Therefore, as an alternative, BellSouth  
9 proposes to use the results of a study recently filed in a North Carolina  
10 arbitration proceeding where loop conditioning is an issue. The following  
11 proposed rates would be interim and subject to true-up when the Commission  
12 establishes permanent rates in Docket No. 990469-TP.

13  
14

15 Loop Conditioning	Recurring	Nonrecurring
16 Load Coil/Equipment Removal per Pair for Loops up to 18kf	N/A	\$71.02 (Ea.)
17 Load Coil/Equipment Removal per Pair for Loops greater than 18kf	N/A	\$776.42 (1 <sup>st</sup> ) \$24.21 (Ea. add'l)
18 Bridged Tap Removal per Pair	N/A	\$82.44

19

20 See Rebuttal Exhibit AJV-2 for all proposed rates.

21  
22 Q. NOTWITHSTANDING THE FACT THAT BELLSOUTH AND BLUESTAR  
23 HAVE ENTERED INTO AN AMENDMENT ESTABLISHING INTERIM  
24 RATES FOR UCLs AND LOOP CONDITIONING, DO YOU HAVE  
25

1           COMMENTS ON MR. STARKEY'S TESTIMONY REGARDING RATE  
2           ISSUES?

3

4   A.    Yes. Although the amendment establishes the interim rates to be used pending  
5           the Commission's adoption of permanent rates in Docket No. 990649-TP, I  
6           must respond to some of Mr. Starkey's comments regarding rate development  
7           and other related issues. Specifically, I will respond to his comments in the  
8           following areas: (1) upgrading BellSouth's network; (2) authority to charge for  
9           loop conditioning; (3) applicability of Texas loop conditioning rates to this  
10          proceeding; and (4) allegations regarding BellSouth's incentive to provide  
11          discriminatory service.

12

13   Q.    AT PAGE 6, MR. STARKEY SUGGESTS THAT BELL SOUTH SHOULD  
14          UPGRADE ITS NETWORK TO ACCOMMODATE DSL SERVICES.  
15          PLEASE COMMENT.

16

17   A.    BellSouth is under no obligation to upgrade its network for BlueStar or any  
18          other ALEC. BellSouth is only obligated to provide nondiscriminatory access  
19          to the network as it exists today and as it develops in the future. Interestingly,  
20          Mr. Starkey's reference to upgrading or updating BellSouth's network appears  
21          to boil down to loop conditioning as described on page 46 of his testimony.  
22          BellSouth has already agreed to provide loop conditioning to BlueStar at  
23          interim rates both parties have agreed to in the January 27, 2000 amendment.

24

25   Q.    MR. STARKEY SUGGESTS THAT COSTS ASSOCIATED WITH THE

1           REMOVAL OF LOAD COILS AND BRIDGED TAP ARE INCONSISTENT  
2           WITH A LONG RUN INCREMENTAL COST METHODOLOGY. DO  
3           YOU AGREE?

4  
5   A.    No. Mr. Starkey's suggestion has already been considered and rejected by the  
6           FCC. Paragraph 193 of the FCC's UNE Remand Order in CC Docket No. 96-  
7           98 states, "We agree that networks built today normally should not require  
8           voice-transmission enhancing devices on loops of 18,000 feet or shorter.  
9           Nevertheless, the devices are sometimes present on such loops, and the  
10          incumbent LEC may incur costs in removing them. Thus, under our rules, the  
11          incumbent should be able to charge for conditioning such loops." [Footnote  
12          deleted] Obviously, because the FCC allows the recovery of costs for  
13          conditioning loops under 18kf, rates for conditioning loops greater than 18kf  
14          are also appropriate.

15  
16   Q.    MR. STARKEY SUGGESTS THAT, SHOULD THE COMMISSION NOT  
17          ACCEPT HIS PROPOSAL TO PRICE LOOP CONDITIONING AT \$0, HIS  
18          ALTERNATE RECOMMENDATION IS TO USE PRICES ADOPTED BY  
19          THE TEXAS COMMISSION FOR SOUTHWESTERN BELL. DO YOU  
20          AGREE?

21  
22   A.    No. Mr. Starkey has simply plucked rates from a Texas proceeding that appear  
23          to be in line with what his client is willing to pay for loop conditioning on an  
24          interim basis. With that concept in mind, Mr. Starkey could just as easily, and  
25          possibly more appropriately, have selected the loop conditioning rates from

1 New York, where the FCC has recently approved Bell Atlantic's application to  
2 enter the long distance market. In New York, removal of load coils up to  
3 21,000 feet per link carries a nonrecurring charge of \$1,466.85 and \$1,814.49  
4 for links up to 27,000 feet. In addition, removal of a single bridged tap carries  
5 a \$423.94 nonrecurring charge per link and removal of multiple bridged tap on  
6 a link carries a \$945.39 nonrecurring charge.

7

8 This is just another example of ALECs picking and choosing the most appealing  
9 rates whether or not they have any application to the current situation. If the  
10 Commission is so inclined to shop outside BellSouth's region for interim rates,  
11 BellSouth recommends the rates for loop conditioning approved in New York  
12 be considered over the Texas rates proposed by Mr. Starkey.

13

14 Q. MR. STARKEY REFERS ON PAGE 19 TO BELLSOUTH PROVIDING  
15 xDSL SERVICES TO ITS RETAIL CUSTOMERS AND REMOVING  
16 LOAD COILS AND BRIDGED TAP IN ORDER TO PROVIDE xDSL  
17 SERVICES TO THESE CUSTOMERS. PLEASE COMMENT.

18

19 A. First, Mr. Starkey mischaracterizes BellSouth's provision of ADSL service.  
20 BellSouth's tariffed ADSL service offering is marketed to ISPs, who, in turn,  
21 sell to end user customers. Second, Mr. Starkey is incorrect when he states  
22 that BellSouth must undertake similar activities to BlueStar in provisioning  
23 ADSL type services. BellSouth's ADSL offering that is marketed as a  
24 Consumer-Class service does not allow for loop conditioning. If a Consumer-  
25 Class customer's existing local service line is not compatible with the

1 requirements for ADSL service, then there is no loop conditioning performed.  
2 The ADSL service is simply not available for that customer. For Business-  
3 Class customers, if the existing local service line must be conditioned for ADSL  
4 service to work properly, the ISP must pay for such conditioning according to  
5 BellSouth's interstate ADSL tariff.

6  
7 BellSouth will offer loop conditioning to BlueStar at the rates proposed in this  
8 proceeding. If BlueStar wants BellSouth to make loops ADSL compatible and  
9 loop conditioning is required to accomplish that, then BlueStar must pay for  
10 that activity.

11  
12 Q. MR. STARKEY MAKES SEVERAL REFERENCES IN HIS TESTIMONY  
13 TO BELLSOUTH HAVING AN INCENTIVE TO DISCRIMINATE  
14 AGAINST BLUESTAR IN THE PROVISION OF DSL RELATED  
15 FACILITIES. PLEASE COMMENT.

16  
17 A. Mr. Starkey's suggests that BellSouth has incentive to provide discriminatory  
18 treatment to ALECs in the areas of timeliness, quality and price. I strongly  
19 disagree. Both the Telecommunications Act of 1996 (the "Act") and the  
20 FCC's Rules from its First Report and Order in CC Docket No. 96-98, prohibit  
21 BellSouth from engaging in such discrimination. Contrary to Mr. Starkey's ill-  
22 informed opinion, BellSouth has every incentive to insure that all ALECs are  
23 provided nondiscriminatory treatment and that BellSouth treats ALECs with  
24 equal or better treatment that it affords its retail customers for similar services.

25

1 BellSouth takes very seriously its legal obligation to provide nondiscriminatory  
2 service to ALECs. BellSouth intends to enter the interLATA services market in  
3 Florida. To do so, BellSouth must be able to demonstrate that it provides  
4 nondiscriminatory service to ALECs in Florida.

5

6 ***ISSUE 11: What are the TELRIC-based recurring and nonrecurring rates for the***  
7 ***high frequency portion of a shared loop?***

8

9 Q. MR. STARKEY RECOMMENDS THAT THE COMMISSION ADOPT A  
10 RECURRING RATE OF \$1.00 FOR THE HIGH FREQUENCY PORTION  
11 OF THE LOCAL LOOP. DO YOU AGREE?

12

13 A. No. First, as I have explained in my direct testimony, it is premature to attempt  
14 to determine a cost for the high frequency portion of the loop until such time as  
15 the specifications of line sharing are known. BellSouth fully intends to fulfill its  
16 obligations contained in the FCC's recent line sharing order, however, due to  
17 the complexities surrounding provisioning and maintaining shared lines, it is  
18 unreasonable to expect BellSouth to identify costs for an element when the  
19 specifications are not clearly defined. The FCC recognized that incumbent local  
20 exchange carriers ("ILECs") require time to make line sharing available and  
21 therefore have allowed ILECs 180 days from the issuance of the line sharing  
22 order to make line sharing available to ALECs. BellSouth fully intends to make  
23 line sharing available at appropriate rates by June 6, 2000.

24

25 Mr. Starkey recommends \$1.00 as an interim recurring rate for line sharing.

1           However, this rate is not supported by any study or any reasonable explanation.  
2           BellSouth could easily pull a number out of the hat, as Mr. Starkey appears to  
3           have done, but that rate would not be any more appropriate than Mr. Starkey's  
4           rate. The point is, it is too early to attempt to speculate on even an estimated  
5           rate for line sharing. As I mentioned earlier, BlueStar is participating in  
6           BellSouth's cooperative line sharing negotiations along with a number of other  
7           ALECs. It is issues such as this that will be worked through cooperatively in  
8           these negotiations.

9

10 Q.    IS IT CLEAR THAT THE FCC'S LINE SHARING ORDER WILL GO INTO  
11        EFFECT AS WRITTEN?

12

13 A.    No. It is not clear that the FCC's Order will stand as written. Various parties,  
14        including BellSouth, filed Petitions for Reconsideration ("PFR") with the FCC  
15        on February 9, 2000. Given that the FCC may modify its Order on  
16        reconsideration, and the Order already allows for an expanded time period for  
17        implementation, the FCC's Order may well be different before implementation  
18        actually occurs.

19

20 ***ISSUE 15: What, if any, provisions should the agreement include for alternative***  
21 ***dispute resolution?***

22

23 Q.    DO YOU AGREE THAT THIS ISSUE, AS DISCUSSED BY MS.  
24        HASSETT, IS ACCURATELY TERMED AN ISSUE INVOLVING  
25        DISPUTE RESOLUTION?

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A. No. After reading Ms. Hassett's testimony on this issue, I am somewhat perplexed. Typically an Alternate Dispute Resolution ("ADR") process is used to resolve disputes where the parties disagree on a particular issue and are unable to resolve the issue without outside intervention. That does not appear to be the case in this proceeding. Ms. Hassett's examples identified in her testimony do not qualify as disputed issues, because there is really no disagreement. Ms. Hassett cites collocation issues as the primary reason for requesting the Commission to implement a *complaint process similar to the Commission's process for end user complaints*. However, BellSouth does not dispute that collocation intervals should be adhered to wherever possible and that permitting procedures should be handled within established timeframes. In these instances where there is no disputed issue, BellSouth is attempting to provide service to all ALECs in a nondiscriminatory manner as expeditiously as possible.

The question becomes, does the Commission want to get in the middle of day to day operations and provisioning issues. BellSouth believes it is unnecessary for the Commission to establish an elaborate process to handle day to day provisioning problems. It must be recognized that from time to time provisioning difficulties will arise. For such day to day provisioning issues, as Ms. Hassett admits, BellSouth has provided an escalation procedure to bring more expeditious resolution when appropriate. In addition, BlueStar's Account Team is working as BlueStar's representative within BellSouth to assist with any continuing or unresolved provisioning issues.

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Finally, BellSouth publishes performance measurements on its Interconnection Services website for each ALEC. These performance measures can be used by an ALEC to determine if BellSouth provides the ALEC with nondiscriminatory service. Information made available to me indicates that BlueStar has yet to request an account code by which it could access this database and view performance data.

**Q. SHOULD THE COMMISSION HANDLE SUCH DAY TO DAY PROVISIONING ISSUES THROUGH A PROCESS LIKE THAT CURRENTLY USED FOR CONSUMER COMPLAINTS AS REQUESTED BY BLUESTAR?**

**A. No. As I explained in my direct testimony, such a proposal is inappropriate because: (1) it is contrary to the intent of the Act to reduce regulation because it would create a mechanism to micro-manage the business relationships between new entrants and incumbents; (2) the consumer complaint process is ill suited to resolve disputes between telecommunications carriers; and (3) such a proposal would prove so time consuming that it would likely require the Commission to establish a "Division of Carrier Complaints" to handle the individual situations directed to it. Further, in its Order of April 21, 1999, the Commission elected not to set up special procedures to resolve carrier disputes, finding the existing procedures to be adequate.**

**ISSUE 16: What is the appropriate method for BlueStar to gain access to**

1 *BellSouth's riser cables, allowing BlueStar to provision its digital subscriber line*  
2 *access multiplexer (DSLAM)?*

3

4 Q. WHAT ASPECT OF THIS ISSUE ARE YOU ADDRESSING?

5

6 A. I address only the issue of the appropriate price for access to BellSouth's riser  
7 cable. Mr. Milner addresses the technical aspects of Issue 16.

8

9 Q. MS. HASSETT COMPLAINS ON PAGES 11-12 THAT BELLSOUTH HAS  
10 PROPOSED A NONRECURRING CHARGE OF \$300 TO CROSS  
11 CONNECT A BLUESTAR NID TO BELLSOUTH'S RISER CABLE NID.  
12 WHAT IS THE BASIS FOR MS. HASSETT'S CLAIMED  
13 NONRECURRING CHARGE?

14

15 A. BellSouth is uncertain as to the origin of Ms. Hassett's claimed nonrecurring  
16 charge. BellSouth has not proposed rates for access to riser cable in Florida,  
17 because BlueStar has not identified the rate for riser cable access as an issue in  
18 this arbitration. BellSouth does plan to file a cost study for access to riser cable  
19 in its April 17, 2000 filing in Docket No. 990649-TP. However, in response to  
20 Ms. Hassett's testimony, BellSouth proposes that the rates recently adopted by  
21 this Commission for Unbundled Network Terminating Wire ("UNTW") in the  
22 MediaOne arbitration case (Docket No. 990149-TP) be used on an interim basis  
23 and subject to true-up. Although there are some differences in the provision of  
24 riser cable and UNTW, they are similar in concept and the UNTW rates are a  
25 reasonable surrogate until the Commission adopts rates in Docket No. 990649-

1 TP.

2

3 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

4

5 A. Yes.

6

7

8 196109

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19

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22

23

24

25

**Rebuttal Exhibit AJV-1  
Docket No. 991838-TP**

**Joint Stipulation Regarding  
Interim Deaveraging**

**40 Pages**

**HOPPING GREEN SAMS & SMITH**

PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELORS

123 SOUTH CALHOUN STREET  
POST OFFICE BOX 6526  
TALLAHASSEE, FLORIDA 32314

(850) 222-7500

FAX (850) 224-8551

FAX (850) 425-3415

Writer's Direct Dial No.  
(850) 425-2313

December 7, 1999

GARY V. PERKO  
MICHAEL P. PETROVICH  
DAVID L. POWELL  
WILLIAM D. PRESTON  
CAROLYN S. RAEPPEL  
DOUGLAS S. ROBERTS  
D. KENT SAFRIET  
GARY P. SAMS  
TIMOTHY G. SCHOENWALDER  
ROBERT P. SMITH  
DAN R. STENGLE  
CHERYL G. STUART  
W. STEVE SYKES

OF COUNSEL  
ELIZABETH C. BOWMAN

JAMES S. ALVES  
BRIAN H. BIBEAU  
RICHARD S. BRIGHTMAN  
KEVIN B. COVINGTON  
PETER C. CUNNINGHAM  
RALPH A. DEMEO  
RANDOLPH M. GIDDINGS  
WILLIAM H. GREEN  
WADE L. HOPPING  
GARY K. HUNTER, JR.  
JONATHAN T. JOHNSON  
LEIGH H. KELLETT  
ROBERT A. MANNING  
FRANK E. MATTHEWS  
RICHARD D. MELSON  
ANGELA R. MORRISON  
SHANNON L. NOVEY  
ERIC T. OLSEN

**BY HAND DELIVERY**

Blanca Bayó  
Director, Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

Re: Docket No. 990649-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of all parties to this docket are the original and fifteen copies of the following two stipulations:

- 1) Joint Stipulation Regarding Interim Deaveraging
- 2) Stipulation of Certain Issues and Schedule of Events

Also enclosed is a diskette containing each filing in WordPerfect format.

By copy of this letter, these documents have been furnished to the parties on the attached service list.

If you have any questions regarding this filing, please call.

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DEC 08 1999

Very truly yours,

*Richard D. Melson*

Richard D. Melson

U.S. MAIL-REG. RELATIONS  
TALLAHASSEE, FL

RDM/mee  
Enclosures  
cc: Parties of Record

HQ REGULATORY-ATLA  
MIAMI LEGAL

FAX \_\_\_\_\_ FED X *[initials]*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished to the following parties by U.S. Mail this 7th day of December, 1999.

Beth Keating  
Staff Counsel  
Florida Public Service  
Commission  
Division of Legal Services  
2540 Shumard oak Blvd.  
Tallahassee, FL 32399-0850

BellSouth Telecommunications,  
Inc.  
Nancy B. White  
c/o Nancy H. Sims  
150 S. Monroe Street, Suite  
400  
Tallahassee, FL 32301-1556

Joseph A. McGlothlin  
Vicki Gordon Kaufman  
McWhirter, Reeves, McGlothlin,  
Davidson, Decker, Kaufman,  
Arnold, & Steen, P.A.  
117 South Gadsden Street  
Tallahassee, FL 32301

Andrew O. Isar  
Telecommunications Resellers  
Association  
4312 92<sup>nd</sup> Avenue, N.W.  
Gig Harbor, WA 98335

Floyd Self/Norman H. Horton,  
Jr.  
Messer, Caparello & Self  
P.O. Drawer 1876  
215 S. Monroe Street Suite  
701  
Tallahassee, FL 32302-1876

Florida Public Telecom Assoc.  
Angela Green, General Counsel  
125 S. Gadsden Street # 200  
Tallahassee, FL 32301-1525

Tracy Hatch  
AT&T Communications  
101 N. Monroe Street  
Suite 700  
Tallahassee, FL 32301

Susan Huther  
Rick Heapter  
MGC Communications, Inc.  
3301 Worth Buffalo Drive  
Las Vegas, Nevada 89129

James C. Falvey, Esq.  
e.spire Communications, Inc  
133 National Business Parkway  
Suite 200  
Annapolis Junction, Maryland  
20701

Jeremy Marcus  
Kristen Smith  
Blumenfeld & Cohen  
1625 Massachusetts Ave. NW  
Suite 300  
Washington, D.C. 20036

Terry Monroe  
Vice President, State Affairs  
Competitive Telecomm. Assoc.  
1900 M. Street, N.W.  
Suite 800  
Washington, DC 20036

Kimberly Caswell  
GTE Service Corporation  
One Tampa City Center  
201 North Franklin Street  
Tampa, FL 33601-0110

Carolyn Marek  
Vice President of Regulatory  
Affairs  
Southeast Region  
Time Warner Communications  
233 Bramerton Court  
Franklin, TN 37069

Mark Buechele  
Supra Telecommunications &  
Information Systems, Inc.  
2620 SW 27<sup>th</sup> Avenue  
Miami, FL 33133

Donna Canzano McNulty, Esq.  
MCI WorldCom  
325 John Knox Road Suite 105  
Tallahassee, FL 32303

Michael A. Gross  
VP Reg. Affairs & Reg. Counsel  
Florida Cable Telecomm. Assoc.  
310 North Monroe Street  
Tallahassee, FL 32301

TCG South Florida  
c/o Rutledge Law Firm  
Kenneth Hoffman  
P.O. Box 551  
Tallahassee, FL 32302-0551

Peter M. Dunbar, Esq.  
Marc W. Dunbar Esq.  
Pennington, Moore, Wilkinson &  
Dunbar  
P.O. Box 10095  
Tallahassee, FL 32302

Scott A. Sapperstein  
Sr. Policy Counsel  
Intermedia Communications  
3625 Queen Palm Dr.  
Tampa, FL 33619 .

Eric J. Branfman  
Morton J. Posner  
Swidler Berlin Shereff  
Friedman, LLP  
3000 K Street, NW, Suite 300  
Washington, D.C. 20007-5116

Christopher V. Goodpastor,  
Esq.  
Covad Communications, Co.  
9600 Great Hills Trail  
Suite 150W  
Austin TX, 78759

Laura Gallagher, P.A.  
101 E. College Ave.  
Suite 302  
Tallahassee, Fl 32301

Charles J. Rehwinkel  
Sprint  
P.O. Box 2214  
Tallahassee, FL 32316

Bettye Willis  
ALLTEL Communications  
Services, Inc.  
One Allied Drive  
Little Rock, AR 72203-2177

J. Jeffry Wahlen  
Ausley & McMullen  
P.O. Box 391  
Tallahassee, FL 32302

Florida Competitive Carriers  
Association  
P.O. Box 10967  
Tallahassee, FL 32302

Florida Digital Network, Inc.  
390 N. Orange Ave., Suite 2000  
Orlando, FL 32801

KMC Telecom, Inc.  
John McLaughlin  
Suite 170  
3025 Breckinridge Blvd.  
Duluth, Ga 30096

MCI WorldCom, Inc.  
Mr. Brian Sulmonetti  
Concourse Corporate Center Six  
Six Concourse Parkway, Suite  
3200  
Atlanta, GA 30328

NorthPoint Communications,  
Inc.  
Glenn Harris, Esq.  
22 Sutter Street, 7<sup>th</sup> Floor  
San Francisco, CA 94108

Office of Public Counsel  
Stephen C. Reilly  
c/o The Florida Legislature  
111 W. Madison Street, Room  
812  
Tallahassee, FL 32399-1400

Holland Law Firm  
Bruce May  
P.O. Drawer 810  
Tallahassee, FL 32302

John Fons  
Ausley & McMullen  
P.O. Box 391  
Tallahassee, FL 32302



---

Attorney

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Investigation into pricing )  
of unbundled network elements )  
\_\_\_\_\_)

Docket No. 990649-TP

Filed: December 7, 1999

JOINT STIPULATION REGARDING  
INTERIM DEAVERAGING

THIS JOINT STIPULATION (Stipulation) is entered into by and among the following parties (Parties) to this docket: ALLTEL Communications, Inc. (ALLTEL); AT&T Communications of the Southern States, Inc. (AT&T); BellSouth Telecommunications, Inc. (BellSouth); Covad Communications Company (Covad); Florida Cable Telecommunications Association, Inc. (FCTA); Florida Competitive Carriers Association (FCCA); Florida Digital Network, Inc. (Florida Digital); GTE Florida, Incorporated (GTE); Intermedia Communications, Inc. (Intermedia); KMC Telecom, Inc., KMC Telecom II, Inc., and KMC Telecom III, Inc. (KMC); MCI WorldCom, Inc. and its Operating Subsidiaries (MCI WorldCom); MediaOne Florida Telecommunications, Inc. (MediaOne); Northpoint Communications, Inc. (Northpoint); Rhythms Links Inc., f/k/a/ ACI Corp. (Rhythms); Sprint Communications Company Limited Partnership and Sprint-Florida, Incorporated (Sprint); Supra Telecommunications and Information Systems (Supra); and Time-Warner Telecom of Florida, L.P. (Time Warner Telecom).

WHEREAS, the Florida Public Service Commission (Commission)

\_\_\_\_\_ has filed this docket for the purpose of establishing rates

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TALLAHASSEE, FL

HQ REGULATORY-ATLA  
MIAMI LEGAL

FAX \_\_\_\_\_

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*VAN*-1-

for unbundled network elements (UNEs), including deaveraged rates where required; and

WHEREAS, the Federal Communications Commission (FCC) has announced that its stay of Rule 51.507(f) (the "Deaveraging Rule") will be lifted effective six months from the date of the release of the Order regarding New Mechanism for Federal Universal Service High Cost Support Provided to Non-Rural Carriers (CC Docket No. 96-45); and

WHEREAS, the Deaveraging Rule provides in part that "State commissions shall establish different rates for elements in at least three defined geographic areas within the state to reflect geographic cost differences"; and

WHEREAS, the on-going proceedings in this docket to establish permanent rates are not expected to be concluded by the date the stay of Rule 51.507(f) is lifted; and

WHEREAS, the Parties are willing to agree to a plan for interim rate deaveraging to avoid the necessity either for expedited proceedings on interim deaveraging or for the Commission to seek a waiver of the Deaveraging Rule pending the completion of the permanent pricing proceedings in this docket; and

WHEREAS, this Stipulation is not intended to set a precedent for the resolution of any issue related to permanent deaveraged rates;

NOW THEREFORE, the Parties agree as follows:

1. Interim deaveraged rates will be set only for the three large incumbent local exchange companies, BellSouth, GTE and Sprint.

2. As to Sprint, the existing deaveraged rates for loops, switching and transport shall remain in effect as interim deaveraged rates for those elements as shown on Attachment A.

3. As to BellSouth and GTE, interim deaveraged rates will be set for each of the unbundled loop elements listed in Attachment A, which are the elements for which the company currently has a non-deaveraged rate contained in any tariff or interconnection agreement.

4. As to BellSouth and GTE, interim deaveraged recurring loop rates will be set separately for each company for three geographic zones. No interim deaveraging will be performed for non-recurring charges for any ILEC.

5. The deaveraged rates described in Paragraph 4 will be developed using the per-loop investment data (on a wire center basis) produced by the final compliance run of the Benchmark Cost Proxy Model 3.1 for each company submitted in response to Commission Order No. PSC-99-0068-FOF-TP in Docket No. 980696-TP, using the following procedure:

a. BellSouth and GTE each shall group its wire centers into three proposed zones -- a low-cost zone, a mid-cost zone, and a high-cost zone -- and shall determine a weighted average loop investment for each proposed zone.

b. The relationship between the weighted average loop investment for each proposed zone and the company's statewide average loop investment will used by each company to develop three factors for the company such that:

$$\begin{array}{r} (\text{Factor 1} \times \text{Access Lines in Zone 1}) + \\ (\text{Factor 2} \times \text{Access Lines in Zone 2}) + \\ (\text{Factor 3} \times \text{Access Lines in Zone 3}) \\ \hline \text{Total Access Lines} \end{array} = 1.0$$

c. The interim deaveraged rates for each loop element shall then be determined by multiplying the factor for each proposed zone times the current price of such element.

d. The intent of the calculation in subparagraphs 5.a to 5.c is that the weighted average of the deaveraged prices for each loop element should equal the current price in effect for such element.

6. BellSouth and GTE will calculate rates in accordance with Paragraph 5, and Sprint will calculate rates in accordance with Paragraph 2, and will furnish the proposed interim rates, the identification of which wire centers are included in each proposed zone, and the supporting calculations to the other Parties for review by November 17, 1999. For BellSouth and GTE, the supporting documentation will include a list of wire centers, in order from the lowest to the highest average loop investment. This list will show the break-points between the cost zones and the calculation of the weighted average per-loop investment for each zone. The Parties will meet by conference call beginning on

November 23, 1999 for the purpose of finalizing the proposed rates and zones. Upon subsequent agreement of the Parties, the rates and zones shall be incorporated into Attachment A to this Stipulation.

7. The interim deaveraged rates will take effect on May 1, 2000 (unless the effective date of the lifting of the stay of Rule 51.507(f) is changed by the FCC, in which case the revised date established by the FCC will control) and will remain in effect until the earlier of (a) the date they are replaced by permanent deaveraged rates established by the Commission in this docket, or (b) June 30, 2001. The interim deaveraged rates will be available to parties which have an interconnection agreement with the respective ILEC. As between the Parties who are signatories to this Stipulation, the above-mentioned effective date shall have the effect of a Commission order and will not be delayed pending formal amendment of the Parties' individual interconnection agreements. The interim deaveraged rates will not be subject to true-up. The Parties intend that the interim deaveraged rates remain in effect for the minimum amount of time necessary to establish permanent rates, and the Parties will act in good faith to complete this docket as quickly as practicable.

8. Nothing in this Stipulation shall establish any precedent for the Commission's resolution of any issue in this docket. Each Party is free to advocate any position with respect to such matters. Without limiting the generality of the foregoing, the Stipulation shall not establish any precedent for:

(a) the elements required to be offered; (b) the elements required to be deaveraged; (c) the appropriate deaveraging methodology; (d) the appropriate number of zones; (e) the appropriate permanent deaveraged rate levels; (f) whether or not non-recurring charges must be deaveraged; (g) the appropriate methodology to use in establishing UNE prices; (h) universal service funding issues; or (i) rate rebalancing issues.

9. This Stipulation will take effect as soon as the Parties have reached subsequent agreement pursuant to Paragraph 6 on the rates to be included in Attachment A.

10. This Stipulation will be submitted to the Commission for approval as soon as it takes effect under Paragraph 9. If this Stipulation is not accepted by the Commission in its entirety and without modification, it shall have no further force and effect and shall not be admissible for any purpose in any further proceedings in this docket, any appeal or other judicial proceedings related to this docket, or any future judicial or regulatory proceedings.

11. Each Party agrees that if this Stipulation is approved, it will not challenge in any forum (i) the interim rates set forth on Attachment A, as to the period during which the rates are in effect, or (ii) the absence of interim deaveraged rates for any elements not included on Attachment A. This Stipulation does not affect or prejudice the position of any party in any pending judicial or administrative proceeding relating to the level of any existing averaged loop price and/or the

appropriateness of the cost methodology used to establish such price. Nothing in this Stipulation shall prevent any party from pursuing or opposing, at any time, universal service funding, rate rebalancing, recovery of stranded costs, or other actions addressing the relationship between UNE and retail rates.

IN WITNESS WHEREOF, the parties have executed this Stipulation on the dates set forth next to their respective signatures.

SIGNATURE PAGES FOLLOW

\* \* \* \* \*

SIGNED THIS 2 DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.

Joseph A. McGlothlin  
Joseph A. McGlothlin  
Vicki Gordon Kaufman  
McWhirter, Reeves, McGlothlin,  
Davidson, Decker, Kaufman,  
Arnold & Steen, P.A.  
117 South Gadsden Street  
Tallahassee, FL 32301

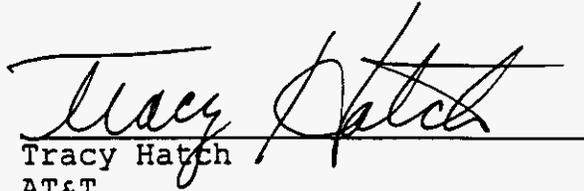
Attorneys for Florida  
Competitive Carriers  
Association

SIGNED THIS 2<sup>nd</sup> DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.

  
Peter M. Dunbar  
Marc W. Dunbar  
Pennington, Moore, Wilkinson,  
Bell & Dunbar, P.A.  
Post Office Box 10095  
Tallahassee, FL 32302

Attorneys for Time Warner AxS d/b/a  
Time-Warner Telecom of Florida,  
L.P.

SIGNED THIS 2d DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.

A handwritten signature in cursive script, reading "Tracy Hatch", is written over a horizontal line.

Tracy Hatch  
AT&T  
101 North Monroe Street, Suite 700  
Tallahassee, Fl 32301

Attorney for AT&T Communications of  
the Southern States, Inc.

SIGNED THIS 2<sup>nd</sup> DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.

Donna Canzano McNulty  
Donna Canzano McNulty  
MCI WorldCom, Inc.  
325 John Knox Road  
The Atrium Building - Suite 105  
Tallahassee, FL 32303

Attorney for MCI WorldCom, Inc. and  
its Operating Subsidiaries

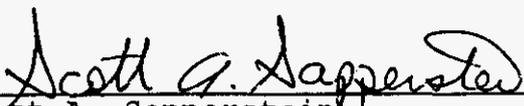
SIGNED THIS 2<sup>nd</sup> DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.

*Michael A. Gross*

Michael A. Gross, Vice President of  
Regulatory Affairs & Regulatory  
Counsel  
310 North Monroe Street  
Tallahassee, FL 32301

Attorney for Florida Cable  
Telecommunications Association,  
Inc.

SIGNED THIS 2nd DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.

  
\_\_\_\_\_  
Scott A. Sapperstein  
Sr. Policy Counsel  
Intermedia Communications  
3625 Queen Palm Drive  
Tampa, FL 33619

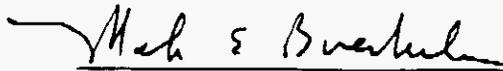
Attorney for Intermedia  
Communications, Inc.

SIGNED THIS 2nd DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT-TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.

  
\_\_\_\_\_  
Laura L. Gallagher  
101 East College Avenue, Suite 302  
Tallahassee, FL 32301

Attorney for MediaOne Florida  
Telecommunications, Inc.

SIGNED THIS <sup>7<sup>th</sup></sup> DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.



---

Mark Buechele  
2620 SW 27<sup>th</sup> Avenue  
Miami, FL 33133-3001

Attorney for Supra  
Telecommunications and Information  
Systems, Inc.

(Deaveraging Stipulation) (Dated 12/2/99)

SIGNED THIS 2<sup>nd</sup> DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.

*Richard D. Melson*

---

Richard D. Melson  
Hopping Green Sams & Smith. P.A.  
P.O. Box 6526  
Tallahassee, FL 32314

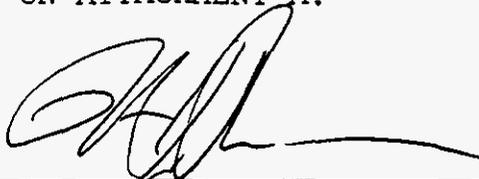
Attorneys for Rhythms Links Inc.  
f/k/a ACI Corp.

SIGNED THIS 2<sup>nd</sup> DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.

*for* Charles J. Pellegrino  
Christopher V. Goodpastor  
Covad Communications Company  
9600 Great Hills Trail, Suite 150 W  
Austin, TX 78759

Attorney for Covad Communications  
Company

SIGNED THIS 2 DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.



---

Eric J. Branfman  
Morton J. Posner  
Swidler Berlin Shereff Friedman,  
LLP  
3000 K Street, NW, Suite 300  
Washington D.C. 20007-5116

Attorneys for Florida Digital  
Network, Inc.

and

Attorneys for KMC Telecom, Inc.,  
KMC Telecom, II, Inc., and KMC  
Telecom, III, Inc.

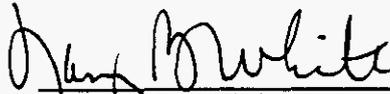
SIGNED THIS 3<sup>rd</sup> DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.



Norman H. Horton, Jr.  
Floyd R. Self  
Messer, Caparello & Self P.A.  
P.O. Box 1876  
Tallahassee, FL 32302

Attorneys for Northpoint  
Communications, Inc.

SIGNED THIS 24 DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.



---

Nancy B. White  
c/o Nancy H. Sims  
BellSouth Telecommunications, Inc.  
150 South Monroe Street, Suite 400  
Tallahassee, FL 32301-1556

Attorney for BellSouth  
Telecommunications, Inc.

SIGNED THIS <sup>2nd</sup> DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.

  
\_\_\_\_\_  
Kimberly Caswely  
GTE Florida Incorporated  
P.O. Box 110, FLTC0007  
Tampa, FL 33601-0110

Attorney for GTE Florida,  
Incorporated

SIGNED THIS 2<sup>d</sup> DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.

  
\_\_\_\_\_  
Jeffrey Wahlen  
Ausley Law Firm  
P.O. Box 391  
Tallahassee, FL 32301

Attorneys for ALLTEL  
Communications, Inc.

SIGNED THIS *2nd* DAY OF DECEMBER, 1999, INCLUDING AGREEMENT  
PURSUANT TO PARAGRAPH 6 TO RATES ON ATTACHMENT A.



---

John P. Fons  
Ausley Law Firm  
227 South Calhoun Street  
P.O. Box 391  
Tallahassee, Fl 32302-0391

Attorneys for Sprint Communications  
Company Limited Partnership and  
Sprint-Florida, Incorporated

ATTACHMENT A - BELLSOUTH

Interim Deaveraged Loop Rates

	Zone 1	Zone 2	Zone 3
a. 2-wire voice grade analog loop	\$ 13.75	\$ 20.13	\$ 44.40
b. 4-wire voice grade analog loop	\$ 24.26	\$ 35.51	\$ 78.35
c. 2-wire ISDN digital loop	\$ 32.34	\$ 47.35	\$ 104.47
d. 2-wire ADSL compatible loop	\$ 12.78	\$ 18.72	\$ 41.29
e. 2-wire HDSL compatible loop	\$ 9.80	\$ 14.35	\$ 31.65
f. 4-wire HDSL compatible loop	\$ 14.75	\$ 21.59	\$ 47.64
g. 4-wire DS-1 digital loop	\$ 64.69	\$ 94.71	\$ 208.93
h. 4-wire 56 kbps digital loop	\$ 39.08	\$ 57.21	\$ 126.22
i. 4-wire 64 kbps digital loop	\$ 39.08	\$ 57.21	\$ 126.22
j. 2-wire unbundled copper loop	\$ 18.60	\$ 27.23	\$ 60.07

Wire Centers By Zone

ZONE 1

JCVLFLJT	1
MIAMFLGR	1
FTLDFLSG	1
MIAMFLKE	1
MNDRFLAV	1
MIAMFLBR	1
MIAMFLAP	1
NDADFLOL	1
FTLDFLWN	1
MIAMFLME	1
JCVLFLIA	1
MIAMFLPL	1
BCRTFLBT	1
DYBHFLFN	1
LKMRFLMA	1
MIAMFLIC	1

HLWDFLHA	1
JCBHFLSP	1
MIAMFLNM	1
MIAMFLBA	1
MIAMFLFL	1
MIAMFLAE	1
FTLDFLCY	1
WPBHFLAN	1
MIAMFLBC	1
ORLDFLMA	1
MIAMFLWM	1
PMBHFLCS	1
MIAMFLHL	1
FTLDFLCR	1
NDADFLAC	1
JCVLFLSM	1
KYWSFLMA	1
FTLDFLMR	1
JCVLFLCL	1
MICCFLBB	1
BCRTFLMA	1
HLWDFLMA	1
FTLDFLSU	1
HLWDFLPE	1
FTLDFLQA	1
DRBHFLMA	1
NDADFLGG	1
DLBHFLKP	1
MIAMFLPB	1
PMBHFLTA	1
PMBHFLMA	1
FTLDFLJA	1
WPBHFLGR	1
JCVLFLBW	1
JCBHFLAB	1
WPBHFLHH	1
MIAMFLAL	1
BCRTFLSA	1
GSVFLNW	1
VRBHFLBE	1
ORLDFLSA	1
MIAMFLRR	1
MIAMFLCA	1
JCVLFLAR	1
LKMRFLAB	1
ORLDFLPC	1
ORLDFLCL	1
PNVDFLMA	1
CCBHFLMA	1
GSVFLMA	1
JCVLFLSJ	1

STAGFLBS	1
DLBHFLMA	1
EGLLFLBG	1
PMBHFLFE	1
DYBHFLMA	1
ORPKFLRW	1
HMSTFLHM	1
BYBHFLMA	1
MNDRFLLO	1
MIAMFLSO	1
ISLMFLMA	1
JCBHFLMA	1
JCVLFLFC	1
JPTRFLMA	1
NKLRFLMA	1
WPBHFLRB	1

ZONE 2

NDADFLBR	2
PTSLFLSO	2
ORPKFLMA	2
PNSCFLFP	2
HTISFLMA	2
MIAMFLSH	2
HLWDFLWH	2
ORLDFLAP	2
ORLDFLPH	2
MIAMFLOL	2
WPBHFLGA	2
WPBHFLLE	2
FTLDFLPL	2
EGLLFLIH	2
OVIDFLCA	2
COCOFLME	2
DYBHFLPO	2
JCVLFLWC	2
STAGFLMA	2
STRNFLMA	2
MIAMFLNS	2
PNSCFLBL	2
KYLRFLLS	2
SNFRFLMA	2
BLGLFLMA	2
DYBHFLS	2
VRBHFLMA	2
PRRNFLMA	2
COCOFLMA	2
HBSDFLMA	2
JCVLFLRV	2

PNSCFLWA	2
JCVLFLNO	2
DBRYFLMA	2
MIAMFLWD	2
MLBRFLMA	2
PNSCFLHC	2
MRTHFLVE	2
DYBHFLQB	2
KYLRFLMA	2
WPBHFLRP	2
PNCYFLMA	2
PNSCFLPB	2
DELDFLMA	2
GLBRFLMC	2
PTSLFLMA	2
FRBHFLFP	2
MNDRFLLW	2
TTVLFLMA	2
DBRYFLDL	2
PLCSFLMA	2
NSBHFLMA	2
FLBHFLMA	2
FTPRFLMA	2
SBSTFLMA	2
JCVLFLOW	2
PCBHFLNT	2
BGPIFLMA	2
JCVLFLLE	2
WWSPFLSH	2
PNCYFLCA	2
SGKYFLMA	2
STAGFLSH	2
LYHNFLOH	2
PAHKFLMA	2
WWSPFLHI	2
YULEFLMA	2
PLTKFLMA	2
MLTNFLRA	2
PACEFLPV	2
CNTMFLLE	2
HLNVFLMA	2
BLDWFLMA	2
OKHLFLMA	2
MDBGFLPM	2
FTGRFLMA	2

**ZONE 3**

LKCYFLMA	3
BNNLFLMA	3

GCSNFLCN	3
CDKYFLMA	3
HMSTFLNA	3
BKVLFLJF	3
CSCYFLBA	3
DLSPFLMA	3
EORNFLMA	3
CCBHFLAF	3
KYHGFLMA	3
HAVNFLMA	3
DNLNFLWM	3
CHPLFLJA	3
PMPKFLMA	3
NWBYFLMA	3
GENVFLMA	3
SBSTFLFE	3
BRSNFLMA	3
YNTWFLMA	3
TRENFLMA	3
WELKFLMA	3
ARCHFLMA	3
CFLDFLMA	3
GCVLFLMA	3
PRSNFLFD	3
OLTWFLLN	3
YNFNFLMA	3
HWTHFLMA	3
MCNPFLMA	3
MXVLFLMA	3

ATTACHMENT A - GTE

Interim Deaveraged Loop Rates

	Zone 1	Zone 2	Zone 3
a. 2-wire analog loop	\$ 16.41	\$ 23.33	\$ 40.41
b. 2-wire digital loop	\$ 16.41	\$ 23.33	\$ 40.41
c. 4-wire analog loop	\$ 20.52	\$ 29.17	\$ 50.51
d. 4-wire digital loop	\$ 20.52	\$ 29.17	\$ 50.51

Wire Centers By Zone

ZONE 1

TAMPFLXX27H	1
BHPKFLXA28H	1
SARKFLXARSA	1
SRSTFLXADS0	1
UNVREFLXA97H	1
FHSDFLXARS0	1
GNDYFLXA57H	1
CLWRFLXADS0	1
WSSDFLXADS0	1
INRKFLXX59H	1
SGBEFLXA36H	1
SEKYFLXA34H	1
LGBKFLXA38H	1
HYPKFLXADS0	1
SPBGFLXADS0	1
PNLSFLXADS0	1
CNSDFLXA79H	1
SWTHFLXADS0	1
STGRFLXA78H	1
TMTRFLXADS0	1
BYSHFLXA84H	1
OLDSFLXA85H	1
SPBGFLXS86H	1
LRGOFLXA58H	1
CRWDFLXA96H	1
WLCRFLXA83H	1
DNDNFLXA73H	1
SNSPFLXA37H	1
NGBHFLXA39H	1

OSPRFLXA96H	1
ANMRFLXA77H	1
BAYUFLXA54H	1
VENCFLXA48H	1
SLSPFLXA93H	1
SSDSFLXA92H	1
NRSDFLXA35H	1
BRBAFLXA75H	1
LLMNFLXADS0	1
LKLDFLXA68H	1
PLSLFLXA79H	1
PSDNFLXA34H	1

ZONE 2

BRNDFLXA68H	2
YBCTFLXA24H	2
SPRGFLXA37H	2
SMNLFLXA23H	2
SKWYFLXADS0	2
TAMPFLXEDS0	2
VENCFLXSDS0	2
NPRCFLXA84H	2
TRSPFLXA93H	2
HGLDFLXA64H	2
BRTNFLXX74H	2
LUTZFLXA94H	2
WNHNFLXC29H	2
WLCHFLXA97H	2
HDSNFLXA86H	2
LKLDFLXE66H	2
CYGRFLXA32H	2
PLMTFLXA72H	2
BARTFLXA53H	2
ENWDFLXA47H	2
ZPHYFLXA78H	2
ABDLFLXA96H	2
NRPTFLXA42H	2
LKWFLFLXA67H	2
KYSTFLXA92H	2
HNCYFLXA42H	2
ALFAFLXA67H	2
LKALFLXA95H	2
LKLDFLXN85H	2
MNLKFLXA85H	2

ZONE 3

PTCYFLXA75H	3
HNCYFLXN424	3
MLBYFLXARSA	3

WIMMFLXA63H	3
RSKNFLXA64H	3
THNTFLXADS0	3
DUNDFLXA43H	3
LNLKFLXA99H	3
PNCRFLXA73J	3
BBPKFLXARSA	3
FRSTFLXA63H	3
PKCYFLXARSA	3
POINFLXARSA	3
LKWLFLXERSA	3
ALTRFLXARSA	3
BRJTFLXARSA	3
PRSHFLXARSA	3
INLKFLXARSA	3

ATTACHMENT A - SPRINT

See the following tariff sheets attached:

Original Page 39.7, effective 10/26/99  
Third Revised Page 40, effective 10/26/99  
First Revised Page 18.1.1 effective 10/26/99  
Original Page 18.1.2 effective 10/26/99

Also see the following additional tariff sheets which were too voluminous to copy:

UNE Switching:	Pages	18.3
		19
		20
		20.1 to 20.7
UNE Transport:	Pages	40.2 to 40.22

SPRINT-FLORIDA, INC.  
By: F. B. Poag, Director

Original Page 39.7

Effective: October 26, 1999

E19. SERVICES FOR COMPETING TELECOMMUNICATIONS PROVIDERS

E19.8 Rates and Charges (M)

E19.8.1 Service Provider Number Portability - Remote (SPNP-Remote)

	Monthly Rate	Nonrecurring Charges
A. SPNP-Remote (Initial Path)	1	1
B. Additional Path (each)	1	1

E19.8.2 Unbundled Network Elements

A. Loops

1. Analog-Two-wire voice grade (C) (T)

Band 1	\$10.78	See E19.8.6
Band 2	15.41	See E19.8.6
Band 3	20.54	See E19.8.6
Band 4	27.09	See E19.8.6
Band 5	39.66	See E19.8.6
Band 6	74.05	See E19.8.6

2. Analog-Four-wire voice grade (T)

Band 1	\$18.80	See E19.8.6
Band 2	26.88	See E19.8.6
Band 3	35.85	See E19.8.6
Band 4	47.24	See E19.8.6
Band 5	69.17	See E19.8.6
Band 6	129.13	See E19.8.6

3. Digital-Two-wire ISDN-BRI capable loop (M) (T)

Band 1	\$11.65	\$89.00
Band 2	16.65	89.00
Band 3	22.20	89.00
Band 4	29.26	89.00
Band 5	42.84	89.00
Band 6	79.98	89.00

4. Digital-Two-wire ADSL capable quality loop (N)

Band 1	\$11.65	\$89.00
Band 2	16.65	89.00
Band 3	22.20	89.00
Band 4	29.26	89.00
Band 5	42.84	89.00
Band 6	79.98	89.00

Per Florida Public Service Commission Order No. PSC-97-0476-FOF-TP, in Docket No. 950737-TP, issued 4/24/97, the Company will track its SPNP-Remote costs for potential recovery through the permanent number portability cost recovery mechanism. (M)

(M) Material previously appeared on page 40

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BY TARIFF GROUP  
EFFECTIVE DATE 10/26/99 INITIALS *SN*

SPRINT-FLORIDA, INC.  
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Third Revised Page 40  
Cancels Second Revised Page 40

Effective: October 26, 1999

E19. SERVICES FOR COMPETING TELECOMMUNICATIONS PROVIDERS

E19.8 Rates and Charges (Cont'd) (T)

E19.8.2 Unbundled Network Elements (Cont'd) (M) (N)

	Monthly Rate	Nonrecurring Charges	
A. Loops (Cont'd)			
5. Digital-Two-wire ADSL capable non-standard loop			
Band 1	\$11.65	\$89.00	
Band 2	16.65	89.00	
Band 3	22.20	89.00	
Band 4	29.26	89.00	
Band 5	42.84	89.00	
Band 6	79.98	89.00	
Conditioning (all bands)	N/A	ICB	
6. Digital-Four-wire data loop			
Band 1	\$18.80	\$89.00	
Band 2	26.88	89.00	
Band 3	35.85	89.00	
Band 4	47.24	89.00	
Band 5	69.17	89.00	
Band 6	129.13	89.00	
7. Digital-Four-wire high capacity loop			
Band 1	\$64.49	\$113.00	
Band 2	74.96	113.00	
Band 3	84.83	113.00	
Band 4	97.36	113.00	
Band 5	124.02	113.00	
Band 6	194.40	113.00	(M) (N)
B. Unbundled Local Switching			
1. Analog-Line Side Port (T)			
Band 1	\$4.44		
Band 2	4.99		
Band 3	5.77		
Band 4	6.59		
Band 5	7.40		
Band 6	8.43		
2. Digital Line Side Port	ICB	ICB	(T)
3. Recorded Usage (Port)	ICB	ICB	(T)
- Transmission Media	ICB	ICB	

(M) Material previously on this page was moved to page 39.7

APPROVAL VERIFIED<sup>(M)</sup>  
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ACCESS SERVICE TARIFF

DEC 1 1999

SPRINT-FLORIDA, INC.  
By: F. B. Poag, Director

First Revised Page 18.1.1.1  
Cancels Original Page 18.1.1

Effective: October 26, 1999

E19. SERVICES FOR COMPETING TELECOMMUNICATIONS PROVIDERS

E19.2 Unbundled Network Elements (Cont'd) (M)

E19.2.14 Loops (Cont'd)

C. Loop services and port services shall be purchased by the Carrier at the interface level of the unbundled network element (i.e., two-wire voice grade). Multiplexing is optional at the charges specified in E19.8 following.

D. Rate Application

Loop rates are applied monthly on a per-loop basis. Nonrecurring charges, as listed in E19.8.2, as well as service order charges listed in E19.8.6, are applicable for service establishment. Additionally, a nonrecurring charge will apply for conditioning required for two-wire digital data ADSL capable non-standard loops with a calculated effective loop length over 18 Kft. Loop conditioning is the removal of load coils and excessive amounts of bridge tap to unfetter a digital data capable loop. When a non-standard 2W ADSL capable loop is ordered, an ICB charge will apply to remove the load coil. (N)

E. Loop Rate Bands

Band 1	Band 2	Band 3
Maitland-Keller	Marco Island	Windermere
Maitland-Maitland Ctr	Altamonte Springs	Highlands
Tallahassee - Calhoun	Iona	Tallahassee-Perkins
Tallahassee - FSU	Goldenrod	Eustis
Destin	Fort Walton Beach-Denton	San Carlos Park
South Fort Myers	Fort Walton Beach-Hollywood	North Cape Coral
Boca Grande	Buenaventura Lakes	Tallahassee Blairstone
Murdock	Tallahassee - Willis	Port Charlotte
Fort Myers	Shalimar	Golden Gate
Winter Park	Cypress Lake-Winkler	Tavares
Fort Myers Beach	Casselberry	Apopka
Lake Brantley	Fort Walton Beach-98	Westville
North Naples	Cypress Lake-Belgian	Ocala-Broadway
Naples Moorings	Orange City	Tallahassee-Mabry
	Ocala-58th	North Fort Myers-Hart
	North Fort Myers-Tamiami	Naples South East
	Cape Coral	Winter Garden
	Bonita Springs	Leesburg
	Sanibel-Captiva Islands	Lady Lake
	West Kissimmee	Deltona Lakes
	Kissimmee	Sebring

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(M) Material previously appeared on page 18.1. page was moved to page 18.1.2.

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INC.  
By: F. B. Poag, Director

Original Page 18.1.2

Effective: October 26, 1999

E19. SERVICES FOR COMPETING TELECOMMUNICATIONS PROVIDERS

E19.2 Unbundled Network Elements (Cont'd) (M)

E19.2.14 Loops (Cont'd)

E. Loop Rate Bands (Cont'd) (T)

Band 4	Band 5	Band 6
Shady Road	Belleview	Salt Springs
Silver Springs Shores	Chassohowitza	DeFuniak Springs
Clermont	Immokalee	Umatilla
Tallahassee Thomasville	Wildwood	Sneads
Lehigh Acres	Moore Heaven	Williston
East Fort Myers	Arcadia	Grand Ridge
Montverde	Marianna	Zolfo Springs
Valparaiso-27	Lake Placid	Monticello
Beverly Hills	Okeechobee	St. Marks
Cape Haze	Bushnell	Freeport
Dade City	Santa Rosa Beach	Bonifay
Punta Gorda	Alva	Cottondale
Mount Dora	Tallahassee-303	Lawtey
Crestview	Astor	Panacea
Crystal River	Spring Lake	Reynolds Hill
Lake Helen	Wauchula	Sopchoppy
Clewiston	Starke	Malone
Sea Grove Beach	San Antonio	Baker
St. Cloud	Labelle	Alford
Homosassa Springs	Groveland	Kingsley Lake
Inverness	Bowling Green	Greenville
Ocklawaha	Fort Meade	Ponce de Leon
Madison	Howey-In-the Hills	Kenansville
Pine Island	Forest	Lee
Avon Park	Trilacoochee	Glendale
Silver Springs	Crawfordville	Cherry Lake
	Everglades	Greenwood

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## Revised Florida Price List

Cost Ref. #	Rate Element	Rate			Source
		Recurring	Non-recurring Electronic	Non-recurring Manual	
<b>A.0</b>	<b>Unbundled Local Loop</b>				
A.6	2-Wire Asymmetrical Digital Subscriber Line (ADSL) Loop				
A.6.1	2-wire asymmetrical digital subscriber line (ADSL) loop	15.81	113.85 99.61	113.85 99.61	4/29/98 Order
A.7	2-Wire High Bit Rate Digital Subscriber Line (HDSL) Loop				
A.7.1	2-wire high bit rate digital subscriber line (HDSL) loop	12.12	113.85 99.61	113.85 99.61	4/29/98 Order
	Unbundled copper loop up to 18kf	18.06	326.10 288.19	326.10 288.19	1999 e.spire/ICI arbitration study
	Unbundled copper loop beyond 18kf	48.00	326.10 288.19	326.10 288.19	Recurring estimate based on UCL ≤ 18kf. Nonrecurring same as UCL ≤ 18kf.
	<b>Loop Conditioning</b>				
	Load Coil/Equipment Removal per Pair for Loops up to 18kf		N/A	71.02 ea.	North Carolina arbitration study
	Load Coil/Equipment Removal per Pair for Loops greater than 18kf		N/A	776.42 24.21	North Carolina arbitration study
	Bridged Tap Removal per Pair		N/A	82.44	North Carolina arbitration study

Under the non-recurring column, where there are two entries, the first entry is for the first unit installed, and the second entry is for each additional unit installed.

Shaded prices are interim and subject to true-up.  
 197018