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RECORDS AND
REPORTING

March 6, 2000

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 991854-TP

Dear Ms. Bayó:

Enclosed please find an original and fifteen copies of BellSouth Telecommunications, Inc.'s Rebuttal Testimony of Alphonso J. Varner and W. Keith Milner, which we ask that you file in the above-referenced matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

A. Langley Kitchings

A. Langley Kitchings (pk)

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

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APP _____
SAP _____
CNU *King*
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Milner
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**CERTIFICATE OF SERVICE
Docket No. 991854-TP**

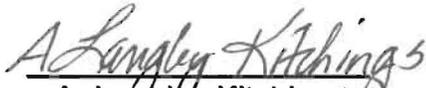
I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

U.S. Mail this 6th day of March, 2000 to the following:

Timothy Vaccaro
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A. Langley Kitchings

1 BELL SOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF W. KEITH MILNER
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 991854-TP
5 MARCH 6, 2000
6

7 Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND
8 YOUR POSITION WITH BELL SOUTH TELECOMMUNICATIONS, INC.
9 ("BELL SOUTH").
10

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

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

20 A. Yes, I am.
21

22 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?
23

24 A. My testimony will rebut portions of the testimony filed by Intermedia
25 Communications, Inc. ("Intermedia") witness J. Carl Jackson, Jr.

1 Specifically, I will address issues 6, 8 through 10, 17, and 27 through 30.

2

3 **Issue 6: For the purposes of collocation, should intervals be measured in**
4 **business or calendar days?**

5

6 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

7

8 A. It is my understanding that the parties have resolved this issue by
9 agreeing to defer it to an ongoing generic proceeding. However,
10 BellSouth reserves the right to file testimony on this issue, should it be
11 further disputed.

12

13 **Issue 8: Is BellSouth's interval for responding to Intermedia's bona fide**
14 **collocation requests appropriate?**

15

16 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

17

18 A. It is my understanding that the parties have resolved this issue by
19 agreeing to defer it to an ongoing generic proceeding. However,
20 BellSouth reserves the right to file testimony on this issue, should it be
21 further disputed.

22

23 **Issue 9: Is BellSouth's interval for physical collocation provisioning**
24 **appropriate?**

25

1 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

2

3 A. It is my understanding that the parties have resolved this issue by
4 agreeing to defer it to an ongoing generic proceeding. However,
5 BellSouth reserves the right to file testimony on this issue, should it be
6 further disputed.

7

8 **Issue 10: Are BellSouth's policies regarding conversion of virtual to**
9 **physical collocation reasonable?**

10

11 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

12

13 A. BellSouth's policies regarding the conversion of virtual collocation
14 arrangements to physical collocation arrangements are reasonable,
15 nondiscriminatory, and are in compliance with the FCC's collocation rules.

16

17 Q. MR. JACKSON, ON PAGES 19-20 OF HIS TESTIMONY, STATES
18 "SINCE THE FCC'S MARCH 31, 1999 ADVANCED SERVICES ORDER
19 WAS ISSUED, IT HAS BEEN CLEAR THAT, SUBJECT ONLY TO
20 TECHNICAL FEASIBILITY AND PERMISSIBLE SECURITY
21 ARRANGEMENTS (AS OUTLINED BY THE FCC), ILECS MUST MAKE
22 AVAILABLE 'ANY UNUSED SPACE' IN THEIR OFFICES – INCLUDING
23 SPACE IMMEDIATELY ADJACENT TO THE ILECS' OWN EQUIPMENT –
24 FOR CAGELESS COLLOCATION USE. IN ADDITION, CLEC
25 EQUIPMENT IN THE CAGELESS COLLOCATION REGIME CANNOT BE

1 'UNREASONABLY SEGREGATED' FROM ILEC EQUIPMENT, NOR
2 MAY IT BE UNNECESSARILY RELOCATED IN A SEPARATE ROOM."
3 PLEASE RESPOND.

4
5 A. BellSouth believes its policies regarding conversion of virtual to physical
6 collocation are reasonable and in compliance with the foregoing. The
7 terms and conditions that should apply for converting virtual to physical
8 collocation should be consistent with the terms and conditions of the
9 assessment and provisioning of physical collocation. These terms and
10 conditions are negotiated between the carriers and are found in the
11 collocation agreement between the carriers. An application for a
12 conversion of virtual to physical collocation should be evaluated in the
13 same manner as an application for physical collocation. Requests for in-
14 place conversions should be evaluated on an individual case basis, and a
15 set of criteria used to ensure consistency in evaluation.

16
17 BellSouth will convert virtual collocation arrangements to physical
18 collocation arrangements upon Intermedia's request. However, if
19 BellSouth determines in a nondiscriminatory manner that the arrangement
20 must be relocated, Intermedia should pay the cost of such relocation.

21
22 Q. IN WHAT CIRCUMSTANCES WILL BELLSOUTH AGREE TO CONVERT
23 VIRTUAL COLLOCATION ARRANGMENTS TO PHYSICAL
24 COLLOCATION ARRANGEMENTS "IN PLACE", THAT IS, WITHOUT
25 PHYSICALLY MOVING OR REARRANGING THE EQUIPMENT IN THE

1 VIRTUAL COLLOCATION ARRANGEMENT?

2
3 A. BellSouth will authorize the conversion of virtual collocation arrangements
4 to physical collocation arrangements without requiring the relocation of the
5 virtual arrangement where there are no extenuating circumstances or
6 technical reasons that would make the arrangement a safety hazard within
7 the premises or otherwise not be in conformance with the terms and
8 conditions of the collocation agreement.

9
10 Additionally, BellSouth considers the following instances where (1) there is
11 no change in the amount of equipment and no change to the arrangement
12 of the existing equipment, such as re-cabling of the equipment; (2) the
13 conversion of the virtual arrangement would not cause the arrangement to
14 be located in the area of the premises reserved for BellSouth's forecast of
15 future growth; and (3) due to the location of the virtual collocation
16 arrangement, the conversion of said arrangement to a physical
17 arrangement would not impact BellSouth's ability to secure its own
18 facilities as granted by the FCC as follows:

19 "The incumbent LEC may take reasonable steps to protect its own
20 equipment, such as enclosing the equipment in its own cage..."

21 (FCC 99-48, Paragraph 42)

22
23 In addition, BellSouth and the requesting collocator would need to have an
24 agreement that is in compliance with FCC Order 99-48. Other
25 considerations with respect to the placement of a collocation arrangement

1 include cabling distances, the distances between related equipment, the
2 grouping of equipment into families of equipment, the equipment's
3 electrical grounding requirements, and future growth needs. BellSouth
4 considers all these technical issues with the overall goal of making the
5 most efficient use of available space to ensure that as many Alternative
6 Local Exchange Carriers ("ALECs") as possible are able to collocate in the
7 space available.

8
9 Notwithstanding the foregoing, if the BellSouth premises is at or nearing
10 space exhaust, BellSouth may, at its option, authorize the conversion of
11 the virtual arrangement to a physical arrangement even though BellSouth
12 could no longer secure its own facilities.

13
14 A collocator always has the option to request to convert the services on an
15 existing virtual collocation arrangement to a new physical collocation
16 arrangement. If the collocator should desire such a request, the collocator
17 should be responsible for any costs incurred.

18
19 Q. WHAT DOES BELLSOUTH WANT THIS COMMISSION TO DO?

20
21 A. As I stated earlier, BellSouth believes this Commission should adopt
22 BellSouth's recommended positions on this issue.
23
24
25

1 **Issue 17: Should BellSouth be required to offer subloop unbundling and**
2 **access to BellSouth-owned inside wiring in accordance with the UNE**
3 **Remand Order and FCC Rule 319 (a)?**

4
5 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

6
7 A. It is my understanding that the parties have resolved this issue. However,
8 BellSouth reserves the right to file testimony on this issue, should it be
9 further disputed.

10
11 **Issue 27: Should Intermedia be permitted to establish Points of Presence**
12 **(“POP”) and Points of Interface (“POI”) for delivery of its originated**
13 **interLATA toll traffic?**

14
15 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

16
17 A. It is my understanding that the parties have resolved this issue. However,
18 BellSouth reserves the right to file testimony on this issue, should it be
19 further disputed.

20
21 **Issue 28: Should the parties include language requiring BellSouth to**
22 **designate Points of Presence and Points of Interface for delivery of its**
23 **originated *interLATA* toll traffic?**

24
25 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

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A. It is my understanding that the parties have resolved this issue. However, BellSouth reserves the right to file testimony on this issue, should it be further disputed.

Issue 29: In the event Intermedia chooses multiple tandem access (“MTA”), must Intermedia establish points of interconnection at all BellSouth access tandems where Intermedia’s NXX’s are “homed”?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. If Intermedia elects BellSouth's MTA offer, Intermedia must designate for each of Intermedia's switches the BellSouth tandem at which BellSouth will receive traffic originated by Intermedia's end user customers.

Q. ON PAGES 36-37 OF MR. JACKSON'S TESTIMONY, HE INDICATES THAT INTERMEDIA MUST HAVE THE FREEDOM TO CONFIGURE ITS OWN NETWORK AND TO ASSIGN NPA/NXX CODES IN THE MOST EFFICIENT MANNER POSSIBLE, AND TO DEFINE LOCAL CALLING AREAS AS IT CHOOSES AND NOT BE REQUIRED TO ESTABLISH A POI AT EVERY TANDEM WHERE ITS NPA/NXX CODES ARE HOMED. DO YOU AGREE?

A. No. The MTA option obviates the need for the ALEC to establish interconnecting trunking at access tandems where the ALEC has no

1 NPA/NXX codes homing. However, NPA/NXX code homing
2 arrangements are published in the Local Exchange Routing Guide (LERG)
3 so that all telecommunications companies in the industry will know where
4 in the network to send calls to the designated NPA/NXX code and where
5 in the network calls from the designated NPA/NXX code will originate.
6 The ALEC must interconnect where its NPA/NXX codes home. For
7 example, if Intermedia assigns its NPA/NXXs to a BellSouth Exchange
8 Rate Center, Intermedia must home such NPA/NXXs on the BellSouth
9 access tandem serving that BellSouth Exchange Rate Center.
10 Correspondingly, in order for BellSouth to deliver terminating IXC switched
11 access traffic to the Intermedia switch serving those Intermedia
12 NPA/NXXs, Intermedia must establish a trunk group to that BellSouth
13 access tandem switch. This is normal NPA/NXX homing and network
14 traffic routing practice.

15
16 BellSouth does not attempt to limit Intermedia's flexibility regarding the
17 design or operation of its network, but BellSouth and all other
18 telecommunications service providers must know of Intermedia's plans in
19 order that required translations and routing instruction be installed to
20 ensure the correct handling of calls to and from Intermedia's end user
21 customers.

22
23 **Issue 30: Should Intermedia be required to: (a) designate a “home” local**
24 **tandem for each assigned NPA/NXX; and (b) establish points of**
25 **interconnection to BellSouth access tandems within the LATA on which**

1 **Intermedia has NPA/NXXs homed?**

2

3 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

4

5 A. Intermedia may interconnect its network to BellSouth's network at one or
6 more access tandems in the LATA for delivery and receipt of its access
7 traffic. However, Intermedia must interconnect at each access tandem
8 where its NPA/NXX codes are homed. Telecommunications service
9 providers inform all other telecommunications service providers where
10 traffic for a given NPA/NXX code should be delivered for completion of
11 calls. Telecommunications service providers then build translations and
12 routing instructions based on that information to ensure the proper
13 handling of calls.

14

15 Q. MR. JACKSON INDICATES ON PAGES 37-38 OF HIS TESTIMONY
16 THAT INTERMEDIA DESIRES SIMPLE AND STRAIGHTFORWARD
17 LANGUAGE GUARANTEEING THAT INTERMEDIA CAN
18 INTERCONNECT WHERE IT IS EFFICIENT TO DO SO, AND WITHOUT
19 RESTRICTING THE TYPES OF TRAFFIC INTERMEDIA CAN CARRY
20 OVER THE INTERCONNECTED FACILITIES. FURTHER, ANY
21 RESTRICTIONS OR LIMITATIONS THAT WOULD PROHIBIT
22 INTERMEDIA'S ABILITY TO INTERCONNECT IN THE BELLSOUTH
23 OFFICE OF ITS CHOICE, WOULD VIOLATE THE COMMUNICATIONS
24 ACT. PLEASE COMMENT.

25

1 A. The local tandem language is not intended to limit Intermedia's
2 interconnection ability at BellSouth's local tandems. It is simply necessary
3 to explain the expectations and requirements based on the network design
4 inherent to interconnecting at BellSouth's local tandems. As the name
5 implies, BellSouth's "local" tandems were created for efficient tandem
6 switching of "local" traffic as defined by the BellSouth local calling areas
7 served by those local tandems. By interconnecting to a BellSouth local
8 tandem, Intermedia may deliver its originated local traffic to BellSouth end
9 offices (and third party end offices) subtending that BellSouth local
10 tandem. If more than one BellSouth local tandem serves a particular
11 BellSouth local calling area, Intermedia must establish one or more of the
12 BellSouth local tandems as a home local tandem for its NPA/NXXs and
13 establish interconnection to the BellSouth local tandem(s) on which
14 Intermedia homed its NPA/NXXs. Once again, this is normal network
15 homing and routing practice necessary for BellSouth and third parties to
16 know how to deliver traffic to Intermedia in the most efficient means
17 possible.

18
19 As I have previously stated, in order for all entities in the
20 telecommunications industry to be able to configure their own network for
21 delivery and receipt of calls, a "homing" arrangement for every NPA/NXX
22 code in the network is required. Further, requirements for the treatment of
23 exchange access traffic have already been developed and have long been
24 in place.

25

1 Q. WERE YOU INVOLVED IN THE INTERMEDIA ARBITRATION IN NORTH
2 CAROLINA?

3

4 A. Yes.

5

6 Q. ARE ISSUE NUMBERS 29 AND 30 IN THIS PROCEEDING THE SAME
7 ISSUES THAT WERE RECENTLY RESOLVED IN INTERMEDIA'S
8 ARBITRATION IN NORTH CAROLINA?

9

10 A. Yes.

11

12 Q. ARE THERE ANY TECHNICAL DIFFERENCES IN THE ABOVE ISSUES
13 COMPARED TO THE SAME ISSUES THAT WERE RESOLVED IN
14 NORTH CAROLINA?

15

16 A. No, none at all.

17

18 Q. ARE THERE ANY REASONS WHY THE ABOVE ISSUES SHOULD NOT
19 BE RESOLVED IN THIS PROCEEDING?

20

21 A. No, none at all.

22

23 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

24

25 A. Yes.