

ORIGINAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BELLSOUTH TELECOMMUNICATIONS, INC.
REBUTTAL TESTIMONY OF RICHARD McINTIRE
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 000636-TP
OCTOBER 9, 2000

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

A. My name is Joseph Richard McIntire. I am currently Operations Director- Interconnection Purchasing Center (IPC). My business address is room7D3, 600 N. 19th Street, Birmingham, Alabama 35203.

Q. PLEASE GIVE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND EXPERIENCE?

A. I obtained a Bachelor of Science Degree in Civil Engineering from the University of Kentucky in 1973 and I am a licensed Professional Engineer and Land Surveyor in the state of Kentucky. My Professional career spans 26 years and includes experience as an Outside Plant Engineer, Planning Engineer, Staff Specialist, Manager over an Outside Plant Construction and Engineering group, Re-engineering Manager and currently, Operations Director IPC.

1 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

2

3 A. The purpose of my testimony is to clarify the testimony of Richard A.
4 Warner.

5

6 Q. HAS SPRINT BEEN INVOICING BELLSOUTH FOR RECIPROCAL
7 COMPENSATION?

8

9 A. Sprint sent their first invoice for March 1999, which contained back
10 billing for January 1998 through December 1998, their second invoice
11 was April 1999 for back billing of January 1999 through March 1999 and
12 they have been invoicing monthly since.

13

14 Q. HAVE YOU NOTICED ANY ERRORS IN THEIR INVOICES?

15

16 A Yes, starting with the March 1999 invoice through the July 1999 invoice
17 Sprint has been using the wrong contract rate and they were not using
18 the correct Percent Local Usage (PLU) factor that was provided
19 quarterly by BellSouth. By using the incorrect rates and PLU factor,
20 Sprint was invoicing larger amounts than the contract allowed, which
21 amounts to an over billing of \$2,400,589.81, not the \$1,053,062.02 as
22 stated in Mr. Warner's testimony.

23

24 Q. DID BELLSOUTH NOTIFY SPRINT OF THIS ERROR?

25

1 A. Yes, with each payment from BellSouth there is a dispute letter that
2 states what BellSouth is disputing and the correct factor to be used.

3

4 Q. DID SPRINT MAKE ANY CORRECTIONS TO THEIR INVOICES?

5

6 A. Starting with the August 1999 invoice Sprint stated using the correct
7 rates and PLU factors. However, to-date Sprint has not given any credit
8 on any of their other invoices to correct for the over billing.

9

10 Q. HAVE YOU EVER HAD A CONVERSATION WITH MR. WARNER?

11

12 A. Yes, I had a phone conversation with Mr. Warner at which time I stated
13 BellSouth's ISP policy and the method of how we estimate the ISP
14 usage per individual ALEC. To the best of my recollection I sent a copy
15 of the 10-step process by which we determine ISP to Sprint for their
16 review.

17

18 Q. DO AGREE WITH ALL OF THE NUMBERS PROVIDED BY MR.
19 WARNER IN HIS TESTIMONY?

20

21 A. No. A total of \$4,280,669.56 is in dispute through the July 2000 invoice,
22 not \$3,142,388.47. There is an over billing of \$ 2, 400,589.81 due to
23 rates and PLU usage, not the \$1, 053,062.02 as stated by Mr. Warner.
24 No one from Sprint has contacted the IPC group to handle the

25

1 \$1,053,062.02 credit that Mr. Warner states is due nor has it been
2 posted on any invoice.

3

4 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

5

6 A. Yes.

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25