

AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

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December 1, 2000

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

Re: Docket No. 000828-TP Petition of Sprint Communications Company Limited Partnership for Arbitration of Certain Unresolved Terms and Conditions of a Proposed Renewal of Current Interconnection Agreement with BellSouth Telecommunications, Inc.

Dear Ms. Bayo:

Enclosed for filing on behalf of Sprint Communications Company Limited Partnership are the original and fifteen (15) copies of Rebuttal Testimony of the following witnesses:

Melissa L. Closz James Lenihan
Angela Oliver David T. Rearden
Mark G. Felton

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,

J. Jeffrey Wahlen
J. Jeffrey Wahlen

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FLORIDA PUBLIC SERVICE COMMISSION

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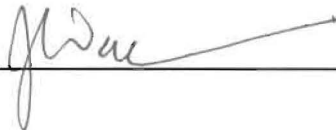
I HEREBY CERTIFY that U.S. Mail or hand-delivery served a true and correct copy of the foregoing this 1st day of December, 2000 to the following:

Tim Vaccaro *
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Nancy B. White
c/o Nancy H. Sims
BellSouth Telecommunications, Inc.
150 S. Monroe Street, Suite 4000
Tallahassee, Florida 32301-1556

Michael P. Goggin
BellSouth Telecommunications, Inc.
150 Weest Flagler Street, Suite 1910
Miami, FL 33130

F. B. (Ben) Poag
Sprint-Florida, Inc.
P. O. Box 2214 (MC FLTLHO0107)
Tallahassee, FL 32316-2214



Attorney

ORIGINAL

1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2 **REBUTTAL TESTIMONY**

3 **OF**

4 **MELISSA L. CLOSZ**

5

6 **Q. Please state your name and business address.**

7 A. My name is Melissa L. Closz. My business address is 7650 Courtney
8 Campbell Causeway, Suite 1100, Tampa, Florida.

9

10 **Q. By whom are you employed and in what capacity?**

11 A. I am employed by Sprint as Director-Local Market Development.

12

13 **Q. Are you the same Melissa L. Closz that filed Direct Testimony in this**
14 **docket?**

15 A. Yes.

16

17 **Q. What is the purpose of your Rebuttal Testimony in this proceeding?**

18 A. The purpose of my testimony is to provide rebuttal to BellSouth witnesses D.
19 Daonne Caldwell, W. Keith Milner and John A. Ruscilli for the issues that I
20 addressed in my Direct Testimony as well as Issue 29 - BellSouth's proposed
21 Virtual Point of Interconnection. Specifically, I will provide rebuttal for the
22 following other issues: Issue 8- Designation of the Network Point of
23 Interconnection; Issue 16 - Time Interval for the Provision of Space Availability
24 Reports; Issue 18 - Negotiation of Alternative Demarcation Point(s); Issue 21 -
25 Conversion in Place From Virtual to Physical Collocation; Issue 22 - Payment

1 in Advance for Make-Ready Work Performed by BellSouth; Issue 32 -
2 Justification for Space Reservation; Issue 33- Cost for Removal of Obsolete
3 Unused Equipment; Issue 34 - Provision of Full-Sized Engineering Floor Plans
4 and Engineering Forecasts Upon Denial of a Physical Collocation Request;
5 and Issue 35 - Rates for Collocation Space Preparation.

6
7 Sprint witnesses will provide rebuttal for the other arbitration issues in this
8 proceeding as follows: Mark Felton will address various issues identified as 1,
9 3, 5, 7, 11 and 12; Angela Oliver will address interconnection issues 9, 28 (a)
10 and 28 (b); James Lenihan will address performance measurements issues
11 23, 24, 25, 26 and 27; and Dr. David Rearden will address reciprocal
12 compensation payments for ISP traffic as delineated in issue 10.

13
14 **Issue 8: Should BellSouth be able to designate the network Point of**
15 **Interconnection (POI) for delivery of BellSouth's local traffic?**

16
17 **Q. In the Joint Issues List developed by Sprint and BellSouth in this**
18 **proceeding, Issue 8, designation of the network Point of Interconnection**
19 **(POI) is identified as a distinct and separate issue from Issue 29, which**
20 **deals with BellSouth's proposed "Virtual Point of Interconnection". Does**
21 **Sprint see these as distinct and separate issues?**

22 **A.** Yes. BellSouth's witness Mr. Ruscilli responds to both of these issues in the
23 same section of his testimony and seems to be implying that they are somehow
24 the same issue. They are not. Issue 9, designation of the network POI, has to
25 do with whether BellSouth has unilateral rights to establish network POIs for

1 BellSouth-originated traffic. Issue 29 deals with the appropriateness of an
2 interconnection architecture that BellSouth has developed called its "Virtual
3 Point of Interconnection". These are distinct and separate issues and Sprint
4 will address them as such.

5
6 **Q. Does Mr. Ruscilli's testimony address Issue 9, which is whether**
7 **BellSouth should be able to designate the network Point of**
8 **Interconnection ('POI') for delivery of its local traffic?**

9 A. No, it does not. The only reference to the establishment by BellSouth of a
10 network POI is on page 40, lines 9-10, where he states, "The VPOI is the Point
11 of Interconnection specified by BellSouth for delivery of BellSouth-originated
12 traffic to Sprint." The statement simply asserts that BellSouth will make such a
13 POI designation but does not address whether BellSouth has the right to do
14 so.

15
16 **Q. What is Sprint's position on this issue?**

17 A. As stated in my direct testimony, page 4, lines 21-22, and page 5, lines 1-2,
18 Sprint, as an Alternative Local Exchange Carrier ("ALEC"), has the right to
19 designate the Point of Interconnection ("POI") for both the receipt and delivery
20 of local traffic at any technically feasible location within BellSouth's network.
21 This includes the right to designate the POI in connection with traffic
22 originating on BellSouth's network.

23
24 **Q. On page 38, lines 19-25 and page 39, lines 1-6, Mr. Ruscilli quotes**
25 **paragraph 209 of the Local Competition Order (CC Docket No. 96-98,**

1 **issued August 8, 1996) which references that competing carriers may**
2 **select the points in an incumbent LEC's network at which they wish to**
3 **deliver traffic. Does this paragraph indicate that BellSouth may**
4 **designate POIs for its originated traffic?**

5 A. No. Paragraph 209 states:

6
7 We conclude that we should identify a minimum list of
8 technically feasible points of interconnection that are critical to
9 facilitating entry by competing local service providers. Section
10 251 (c) (2) gives competing carriers the right to deliver traffic
11 terminating on an incumbent LEC's network at any technically
12 feasible point on that network, rather than obligating such
13 carriers to transport traffic to less convenient or efficient
14 interconnection points. Section 251 (c) (2) lowers barriers to
15 competitive entry for carriers that have not deployed ubiquitous
16 networks by permitting them to select the points in an incumbent
17 LEC's network at which they wish to deliver traffic. Moreover,
18 because competing carriers must usually compensate
19 incumbent LECs for the additional costs incurred by providing
20 interconnection, competitors have an incentive to make
21 economically efficient decisions about where to interconnect.

22
23 Clearly, there is no statement in this paragraph that the ILEC may designate
24 POIs for its originated traffic. Paragraph 209 does, however, discuss the
25 importance of allowing new entrants to deliver traffic to the incumbent at any

1 technically feasible point on the ILEC's network such that network efficiency
2 and cost considerations may be honored and barriers to competitive entry may
3 remain low.

4

5 **Q. Are there other portions of the Local Competition Order that directly**
6 **address new entrants' ability to designate POIs?**

7 A. Yes. As stated in my direct testimony, page 5, lines 9-18, and page 6, lines 1-
8 16, the Local Competition Order, paragraphs 172 and 220, n.464 state:

9

10 ...The interconnection obligation of section 251 (c) (2) allows
11 competing carriers to choose the most efficient points at which
12 to *exchange* (emphasis added) traffic with incumbent LECs,
13 thereby lowering the competing carriers' cost of, among other
14 things, transport and termination of traffic.

15

16 ...Of course, requesting carriers have the right to select points
17 of interconnection at which to *exchange* (emphasis added)
18 traffic with an incumbent LEC under Section 251 (c) (2).

19

20 In other words, Congress and the FCC intended to give ALECs the flexibility to
21 designate the POI for the receipt and delivery of local traffic in order that the
22 ALEC may minimize entry costs and achieve the most efficient network
23 design.

24

25 **Q. Did the FCC in its Local Competition Order extend "the right to select**

1 **points of interconnection at which to exchange traffic...” to incumbent**
2 **LECs?**

3 A. No, it did not.

4

5 **Q. BellSouth’s position on this issue is that it has the right to designate the**
6 **network POI for its originated traffic. It appears from BellSouth’s**
7 **position that BellSouth disagrees with Congress and the FCC regarding**
8 **their determination that competing carriers may choose point(s) of**
9 **interconnection for the exchange of traffic with incumbent LECs. Is an**
10 **arbitration proceeding the proper forum to attempt to change Congress**
11 **and the FCC’s directives?**

12 A. No, it is not. If BellSouth wishes to disagree with and/or change this
13 determination, the proper venue would be to petition those bodies for change
14 or reconsideration.

15

16 **Q. Mr. Ruscilli focuses specifically on the issue of BellSouth network costs**
17 **in much of his testimony. Did Congress and the FCC take cost**
18 **considerations into account when the interconnection obligations and**
19 **rights of ILECs and ALECs were determined?**

20 A. Given the multiple references in the Local Competition Order to cost
21 considerations with respect to interconnection for new entrants, it seems
22 eminently clear that such factors were of importance to the establishment of
23 ILEC and ALEC interconnection rights and obligations.

24

25 **Q. If BellSouth were allowed to designate POIs for delivery of its originated**

1 **traffic, what would the network design and cost impacts be to Sprint?**

2 A. Designation by BellSouth of POIs for BellSouth-originated traffic would
3 effectively strip Sprint of its ability to control the design and cost of its network.
4 Although BellSouth's testimony emphasizes BellSouth cost considerations, far
5 more significant impacts fall upon Sprint since Sprint would be required to alter
6 its network design and to pay for the transport of BellSouth-originated traffic to
7 Sprint's network. In essence, Sprint would bear the cost of leasing or building
8 facilities to BellSouth-designated POIs, or paying for such transport on a
9 minute of use basis, in order to "pick up" BellSouth-originated traffic. This flies
10 in the face of the FCC's intent that new entrants be able to minimize market
11 entry costs associated with deployment of their networks.

12
13 **Q. Are there other network design impacts associated with BellSouth's**
14 **desire to designate POIs for its originated traffic?**

15 A. Yes. As an example, let's assume that Sprint has determined that it wants to
16 use 2-way trunking to enter a particular market because this will be the most
17 efficient and cost-effective network design given the low traffic volumes
18 expected in the early stages of market entry. For this two-way trunking,
19 BellSouth's position is that the POI must be at a "mutually agreed-upon"
20 location. From a practical standpoint, this means that BellSouth selects the
21 POI, since BellSouth's position is that if the parties can't "mutually agree" on
22 the POI, then the network design defaults to the provision of one-way trunking
23 by each party and the associated selection by each party of the POI(s) for the
24 delivery of originated traffic.

25

1 Although this topic of use and utilization of 2-way trunks is discussed more
2 fully by Sprint witness Angela Oliver in conjunction with her testimony on Issue
3 28, it is inextricably linked to the Commission's consideration of POIs. The
4 reason this is the case is that granting BellSouth the ability to designate POIs,
5 as demonstrated in the example above, will give BellSouth the ability to dictate
6 Sprint's interconnection network design and the network design options
7 ultimately available to Sprint. In turn, Sprint's ability to cost-effectively deploy
8 its network will be correspondingly impacted.

9
10 Simply put, ALECs must have the ability to select POIs for the exchange of
11 traffic in order to control their network designs and costs.

12
13 **Q. Mr. Ruscilli devotes a great deal of his testimony to BellSouth's desire to**
14 **establish what BellSouth calls "Virtual Points of Interconnection"**
15 **("VPOIs") in various local calling areas. Has BellSouth made any**
16 **commitments with respect to the establishment of POIs or VPOIs for**
17 **delivery of its originated traffic within the local calling areas where Sprint**
18 **has established a POI or located a switch?**

19 **A.** No, and this is where BellSouth's true intentions with respect to the
20 designation of POIs become crystal clear. BellSouth wants the right to require
21 Sprint to build or lease facilities to pick up BellSouth's originated traffic
22 regardless of where that traffic originates. That means that even within the
23 local calling area(s) where Sprint has established POIs or located a switch,
24 BellSouth may choose to designate a POI or POIs for delivery of its originated
25 traffic at any or all of its tandems or its end offices. BellSouth may claim that it

1 would not establish POIs at all of these locations, but the right to do so is
2 exactly what BellSouth is asking this Commission to endorse.

3 At the heart of BellSouth's position is the financial optimization of BellSouth's
4 own network without regard for the resulting cost impacts on ALECs. This
5 simply flies in the face of the Act and the FCC's Orders which seek to embrace
6 and enable the rights of competitors to minimize the network costs associated
7 with market entry.

8

9 The designation of POIs by BellSouth will without question add cost to Sprint's
10 network deployment by forcing Sprint to build or lease facilities from Sprint's
11 switch location to POIs designated by BellSouth, or to pay to transport such
12 BellSouth-originated calls to Sprint on a minute of use basis.

13

14 **Q. What action does Sprint request that the Commission take on this issue?**

15 A. Sprint requests that the Commission adopt Sprint's position that Sprint has the
16 right to designate the Point of Interconnection for both the receipt and delivery
17 of local traffic with BellSouth at any technically feasible location within
18 BellSouth's network.

19

20 **Issue 18: Should Sprint and BellSouth have the ability to negotiate a**
21 **demarcation point different from Sprint's collocation space, up to and**
22 **including the conventional distribution frame?**

23

24 **Q. Since Direct Testimony was filed in this docket, has Sprint's**
25 **understanding of BellSouth's position on this issue changed?**

1 A. Yes. At the time Direct Testimony was filed, Sprint's understanding was that
2 BellSouth was willing to negotiate a different demarcation point for a given
3 collocation arrangement, but that BellSouth would decide whether it would
4 engage in such a negotiation or not. Since that time, BellSouth has modified
5 its proposed demarcation contract language several times. Sprint now
6 believes that BellSouth is willing to negotiate a demarcation point different
7 from the ALEC collocation site, but the alternate designation would have to
8 apply for all Sprint collocation arrangements that are implemented during the
9 three-year term of the parties' interconnection agreement. The same principle
10 would apply to the designation of a POT bay for demarcation. Sprint could
11 elect to use a POT bay, but Sprint would be restricted to use of a POT bay for
12 all collocation arrangements implemented for the duration of the agreement.

13
14 **Q. Does Sprint agree with BellSouth's approach?**

15 A. No. As stated in my Direct Testimony, pages 10 and 11, a "one solution fits
16 all" approach is problematic. Each collocation site is unique. As a result, a
17 demarcation point designation that works well at one location may not work at
18 all at another. There may be space constraints or central office configuration
19 limitations that necessitate the selection of another site for the demarcation
20 point. In those situations, the parties should negotiate in good faith to select
21 an alternate site.

22
23 **Q. Mr. Milner's testimony, p. 6, line 21, states that BellSouth will comply**
24 **with the Commission's May order regarding the demarcation point.**
25 **Sprint's Direct Testimony, p. 8, indicates that Sprint's intent is to also to**

1 **comply with the Commission’s decision regarding the designation of the**
2 **demarcation point. What, then, is the basis for the parties’ continuing**
3 **dispute?**

4 A. The dispute is essentially the interpretation of the Commission’s statement
5 that ILECs and ALECs may negotiate other demarcation points up to the CDF.
6 BellSouth’s interpretation of this statement is that an alternative demarcation
7 point may be negotiated for purposes of Sprint’s renewal interconnection
8 agreement with BellSouth, but such alternate site must be utilized for all
9 Sprint collocations implemented during the term of the agreement. As stated
10 above, BellSouth believes this same principle would apply to Sprint’s desire to
11 utilize a POT bay. Sprint’s understanding of the Commission’s order is that an
12 alternate demarcation point could be negotiated for individual collocation
13 arrangements, and that determination of an alternate demarcation point for an
14 individual collocation should not be binding on all Sprint collocations.

15
16 **Q. Why does Sprint believe this is reasonable and appropriate?**

17 A. As stated above, collocation sites are unique. A “one solution fits all”
18 approach simply is not practical. There is no clear-cut way to anticipate the
19 myriad of circumstances and configurations that may affect collocation designs
20 in each and every BellSouth premise.

21
22 **Q. What exactly is Sprint requesting with respect to demarcation point**
23 **designation?**

24 A. As stated in my Direct Testimony, p. 11, Sprint is simply requesting that the
25 parties negotiate in good faith to select an alternate demarcation point should

1 the physical characteristics of a particular site suggest that a different
2 engineering design would be more appropriate.

3

4 **Q. Sprint's Direct Testimony contained proposed language for the parties'**
5 **interconnection agreement. Would that language need to be**
6 **supplemented to accommodate the alternative demarcation point**
7 **negotiation that Sprint is requesting?**

8 A. Yes, the language will need to be supplemented to reflect the Commission's
9 decision on this issue.

10

11 **Issue 21: Under what conditions, if any, should Sprint be permitted to**
12 **convert in place when transitioning from a virtual collocation arrangement**
13 **to a cageless physical collocation arrangement?**

14

15 **Q. Mr. Milner's Direct Testimony, p. 7 states, "BellSouth believes this matter**
16 **has been decided by the Commission in the Generic Collocation Docket."**
17 **Does Sprint agree?**

18 A. Sprint believes that the issue itself has been decided in the Commission's
19 Generic Collocation Docket and in its recent Order on Reconsideration.
20 However, since BellSouth has not yet presented conforming contract language,
21 Sprint continues to reserve the right to submit supplemental testimony on this
22 issue if the parties are unable to agree on contract language that conforms to
23 the Commission's Order.

24

25 **Issue 22: Should Sprint be required to pay the entire cost of make-ready**

1 **work prior to BellSouth's satisfactory completion of the work?**

2

3 **Q. On p. 10 of Mr. Milner's testimony, he states, "Sprint should be required**
4 **to pay in advance for any such work Sprint requests BellSouth to**
5 **perform as do other ALECs that have signed BellSouth's Standard**
6 **License Agreement for Rights of Way (ROW), Conduits, and Pole**
7 **Attachments." Does Sprint agree?**

8 **A.** No. Mr. Milner's statement confirms my Direct Testimony, page 15, lines 15-
9 19, where I note, "...BellSouth requires this payment method because this is
10 the way they have traditionally handled such payments and it is what
11 BellSouth has required other requesting carriers to do."

12

13 **Q. Does it make sense that Sprint should be required to adopt BellSouth's**
14 **policy requiring 100% of make-ready charges to be paid in advance**
15 **simply because that is what they have required other carriers to do?**

16 **A.** No. This position is illogical. Surely BellSouth is not suggesting that all
17 interconnection arrangements with requesting carriers must be uniform. If
18 such were true, then negotiated local interconnection Agreements would be
19 largely unnecessary, and there would be no reason whatsoever for the "Most
20 Favored Nations" provision in Section 252(I) of the Act since each carrier
21 would have the same, identical arrangements with BellSouth. Of course, the
22 more reasonable view is that parties have every right to negotiate rates, terms
23 and conditions for access to poles, ducts, conduits and rights-of-way which
24 differ (or which do not differ) from the rates, terms and conditions negotiated
25 by other parties. It is simply not constructive to suggest that Sprint should "fall

1 in line” with what other carriers have agreed to, for such reasoning would
2 eliminate the need for the negotiated agreement, which is a cornerstone of the
3 Act.

4 **Q. On p. 10, lines 23-25, Mr. Milner states, “Sprint, and other ALECs, have**
5 **effective means of recourse should they believe a work request was not**
6 **completed in a satisfactory manner.” Does Sprint agree?**

7 A. No. As stated on pages 15 and 16 of my Direct Testimony, requiring payment
8 in advance for make-ready work will mean that Sprint will have to accept the
9 work completed by BellSouth without financial recourse. If such work is
10 unsatisfactory, personal appeals and escalations to BellSouth management
11 will be the only available course of action to remedy the situation. Such
12 escalations are time and resource intensive. In contrast, making final
13 payments upon work completion provides an appropriate incentive to ensure
14 that the work is completed in a timely and satisfactory manner.

15

16 **Q. On p. 10 of Mr. Milner’s testimony, he suggests that adoption of Sprint’s**
17 **proposal would translate to problems with other ALECs due to 252 (I)**
18 **adoptions of Sprint’s agreement. Is that an appropriate reason to deny**
19 **Sprint’s proposal?**

20 A. No. If BellSouth has concerns regarding the ability of other ALECs to make
21 payments or their payment histories, Sprint would be more than willing to
22 adopt language to insure that creditworthiness is a factor in whether an ALEC
23 could take advantage of a provision which allowed for up front/upon
24 completion payments. It is simply inappropriate to deny Sprint’s requests
25 based upon BellSouth’s concerns about other ALECs.

1

2 **Q. Mr. Milner also states on p. 10, line 7, “BellSouth should not be required**
3 **to finance Sprint’s business plan.” Is that what Sprint is asking**
4 **BellSouth to do?**

5 A. Absolutely not. Surely BellSouth is not suggesting that it pays all of its
6 employees or contractors in advance for make-ready work. To do so,
7 particularly for contractors, would be to deny BellSouth of its primary recourse
8 - to withhold payment - should the contractor fail to satisfactorily complete the
9 work.

10

11 **Issue 29: Should BellSouth be allowed to designate a virtual point of**
12 **interconnection in a BellSouth local calling area to which Sprint has**
13 **assigned a Sprint NPA/NXX? If so, who pays for the transport and**
14 **multiplexing, if any, between BellSouth’s virtual point of**
15 **interconnection and Sprint’s point of interconnection?**

16

17 **Q. On page 29 of Mr. Ruscilli’s Direct Testimony, lines 4-16, Mr.**
18 **Ruscilli offers a definition of Point of Interconnection as the**
19 **physical linking of two networks for the mutual exchange of traffic.**
20 **Are there also compensation implications associated with the**
21 **Point of Interconnection?**

22 A. Yes. In fact, the definition of Point of Interconnection that Sprint and BellSouth
23 have agreed to for inclusion in Attachment 3 of the parties’ interconnection
24 agreement is as follows:

25

1 A Point of Interconnection is the physical telecommunications interface
2 between BellSouth and Sprint's interconnection functions. It establishes the
3 technical interface and point of operational responsibility and defines the point
4 at which call transport and termination reciprocal compensation responsibility
5 begins. The primary function of the Point of Interconnection is to serve as the
6 termination point for the interconnection service.

7

8 **Q. Does BellSouth's Virtual Point of Interconnection ("VPOI") proposal**
9 **obligate Sprint to assume additional transport costs for BellSouth-**
10 **originated traffic?**

11 A. Yes, it does. Although BellSouth has agreed that the POI "defines the point at
12 which call transport and termination reciprocal compensation responsibility
13 begins", it proposes to shift that "point" to a location other than the POI, thus
14 obligating Sprint to pay for the transport between the VPOI and the POI. It
15 appears, then, that BellSouth's "VPOI" is intended to function as a POI, even
16 though it will be located at a point where Sprint has no network facilities.

17

18 **Q. Does BellSouth have the right to designate POIs for its originated traffic?**

19 A. No. As discussed thoroughly in my testimony on Issue 8, competing carriers,
20 i.e., ALECs, have the right to establish network POIs for the exchange of traffic
21 with the ILEC. The same rights are not extended to ILECs for the delivery of
22 their local traffic to competing carriers. BellSouth does not have the right to
23 designate POIs, or as BellSouth may call them, VPOIs, for delivery of their
24 local traffic to Sprint.

25

1 **Q. Mr. Ruscilli's testimony spends a great deal of time discussing how**
2 **Sprint should pay to transport BellSouth's originated calls to the POI**
3 **between Sprint and BellSouth's networks. Is BellSouth permitted under**
4 **FCC rules to force Sprint to pay BellSouth in order to transport**
5 **BellSouth-originated calls?**

6 A. Absolutely not. FCC Rule 51.703(b) clearly states that "A LEC may not
7 assess charges on any other telecommunications carrier for local
8 telecommunications traffic that originates on the LEC's network."
9

10 **Q. Is Sprint attempting to shift costs to BellSouth as Mr. Ruscilli claims?**
11

12 A. No. In an interconnection architecture, each party, as an originating party,
13 bears the cost of delivering its traffic to the other party. BellSouth, in reality, is
14 attempting to shift costs to Sprint by proposing that Sprint pay to transport
15 BellSouth-originated calls to the POI.
16

17 **Q. Does the Local Competition Order require that competing carriers**
18 **establish network POIs, or VPOIs, in order to minimize ILEC network**
19 **costs?**

20 A. No. As discussed in my Direct Testimony, pages 5-6, paragraphs 172, 220
21 and footnote 464 provide for "...competing carriers to choose the most efficient
22 points at which to exchange traffic with incumbent LECs, thereby *lowering the*
23 *competing carriers' cost* (emphasis added) of, among other things, transport
24 and termination of traffic." Clearly, the emphasis in the FCC's Order is on
25 minimizing ALEC entry costs such that ALECs may achieve the most efficient

1 network design. This is logical since emerging ALEC networks would by
2 design be impossibly challenged to achieve the same cost advantages and
3 efficiencies enjoyed by ILECs due to the ILEC's transport volumes and
4 ubiquity. BellSouth seems to imply that Sprint is unreasonably attempting to
5 minimize its own network costs when in fact, BellSouth is trying to lower its
6 costs at Sprint's expense.

7

8 **Q. Does BellSouth's VPOI proposal give any consideration to ALEC**
9 **network costs?**

10 A. No. BellSouth's proposal is focused entirely on what is cheapest for
11 BellSouth. In fact, the designation of such VPOIs according to BellSouth's
12 proposal is entirely in BellSouth's discretion. The VPOIs BellSouth intends to
13 choose could be at the most costly location for the ALEC involved. BellSouth
14 may claim that it would not make such a costly VPOI designation, but the right
15 to do so is exactly what BellSouth is asking this Commission to authorize.
16 ALEC costs, and even simple participation in the determination of the network
17 design, are simply not a consideration of BellSouth's VPOI plan.

18

19 **Q. Does BellSouth reference any provision of the Act, the FCC's Local**
20 **Competition Order or the FCC's regulations that provides for the type of**
21 **"Virtual Point of Interconnection" architecture that it has proposed?**

22 A. No, it does not.

23

24 **Q. What action does Sprint request that the Commission take on this issue?**

1 A. Sprint requests that the Commission reject the “Virtual Point of
2 Interconnection” plan developed and proposed by BellSouth.

3

4 **Issue 32: Upon denial of a Sprint request for physical collocation, what**
5 **justification, if any, should BellSouth be required to provide to Sprint for**
6 **space that BellSouth has reserved for itself or its affiliates at the requested**
7 **premises?**

8

9 **Q. On p. 11 of Mr. Milner’s testimony, he states that BellSouth believes that**
10 **this issue has already been determined by the Commission. Do you**
11 **agree?**

12 A. No. While the Commission’s Proposed Agency Action (PAA) issued in
13 conjunction with Docket Nos. 981834-TP and 990321-TP require that
14 BellSouth provide documentation regarding space reserved for future use,
15 there is no requirement that BellSouth provide justification for the space that it
16 has reserved. There is a significant difference. The documentation currently
17 required only identifies the reserved space and there is a general requirement
18 for a description of its intended use. Sprint is seeking justification for the
19 space reservation. In other words, BellSouth has shown us what space it has
20 reserved. Now, we need to know why BellSouth needs it, and how its demand
21 and facility forecasts support that proposed use.

22

23 **Q. Why does Sprint believe that this additional requirement to provide**
24 **justification for reserved space is important?**

25 A. Sprint has gained invaluable knowledge and experience over the past year

1 through the tour and evaluation of ILEC premises where Sprint had been
2 denied space for physical collocation. In its experience conducting such tours,
3 Sprint has found that floor plans or diagrams only provide a visual
4 representation of the contents of the premises in question. They provide no
5 basis to address the critical question of whether the space reserved for future
6 use is overstated, and as such, whether there might be space that could be
7 made available for collocation.

8

9 **Q. How could such an assessment of the appropriateness of reserved**
10 **space be made?**

11 A. In order to make such an assessment, Sprint engineers need to see demand
12 and facilities forecasts which include, but are not limited to, three to five years
13 of historical data and forecasted growth, in twelve month increments, by
14 functional type of equipment. The engineers then take this data and
15 determine what the facilities growth rate has been in the past. They then
16 extrapolate this historical data to give a reasonable approximation of what
17 could be expected in future years. The objective is to determine whether the
18 amount of space reserved for future use is consistent with projected utilization
19 for that particular premise. This data, along with the other premise-specific
20 information that the Commission has required ILECs to provide, allows the
21 ALEC to prepare a fact-based assessment of BellSouth's space exhaustion
22 claim.

23

24 In short, as stated on p. 19 of my Direct Testimony, without this data, there is
25 simply no basis to assess the reasonableness of BellSouth's reserved

1 space.

2

3 **Q. What action does Sprint request that the Commission take on this issue?**

4 A. Sprint requests that the Commission adopt Sprint's proposed language for
5 justification of reserved space as documented on pages 19 and 20 of my
6 Direct Testimony.

7

8 **Issue 33: In the event that obsolete unused equipment is removed from a**
9 **BellSouth premise, who should bear the cost of such removal?**

10

11 **Q. Mr. Milner's Direct Testimony, p. 13, lines 16-18 states, "If, at an ALEC's**
12 **request, BellSouth is required to remove unused obsolete equipment**
13 **ahead of its scheduled removal, BellSouth will comply with such a**
14 **request at the expense of the ALEC." Does Sprint agree?**

15 A. No. As stated in my Direct Testimony, pages 20-22, any obsolete unused
16 equipment that is removed from a BellSouth premise should be removed at
17 BellSouth's cost. There is simply no basis for BellSouth's proposal to extract
18 fees from ALECs for the removal of its own equipment in order to free up
19 space for collocation.

20

21 **Q. Does Mr. Milner's testimony cite any FCC rule or order in support of**
22 **BellSouth's contention that ALECs should have to pay for obsolete**
23 **unused equipment removal when it is requested ahead of BellSouth's**
24 **removal schedule?**

25 A. No, it does not.

1

2 **Q. Has the FCC provided guidance on the removal of obsolete unused**
3 **equipment from ILEC premises?**

4 A. Yes. As stated in my Direct Testimony, p. 21, paragraph 60 of the FCC's
5 Collocation Order requires ILECs to remove obsolete unused equipment from
6 their premises upon reasonable request by a competitor or upon order of the
7 state commission. It does not, however, provide for ALECs to fund the
8 removal of obsolete equipment. BellSouth's plan to charge ALECs for such
9 removal simply because it is not requested in accordance with BellSouth's
10 equipment removal plans is arbitrary and unwarranted. The Commission
11 should reject BellSouth's proposal and order that BellSouth bear the costs
12 associated with obsolete unused equipment removal regardless of the timing
13 of such removal.

14

15 **Issue 34: Upon denial of a Sprint request for physical collocation, and prior**
16 **to the walkthrough, should BellSouth be required to provide full-sized (e.g.**
17 **24 inch X 36 inch) engineering floor plans and engineering forecasts for the**
18 **premises in question?**

19

20 **Q. On p. 15, lines 4-6, Mr. Milner's testimony states, "The engineering**
21 **drawings BellSouth furnishes are a standard 36-inch width, but the**
22 **length may vary depending upon the size of the building." What is**
23 **Sprint's response to this statement?**

24 A. Mr. Milner appears to state that BellSouth provides exactly what it has refused
25 to provide in the context of its interconnection negotiations with Sprint. As

1 stated in my Direct Testimony, p. 24, BellSouth has stated to Sprint that it has
2 been asked by the Commission to provide 8 ½ inch X 11 inch floor plans and
3 therefore will not provide Sprint with full-sized (e.g. 24 inch X 36 inch) floor
4 plans. Sprint has received no information from BellSouth's contract
5 negotiators that it has changed its position, but will pursue such information.

6

7 **Q. Mr. Milner states further on p. 15, lines 6-9, "Any further specificity in an**
8 **interconnection agreement with regard to the details of what will be**
9 **furnished would unnecessarily add to the administrative complexity of**
10 **the process." Please respond.**

11 A. Specificity within the interconnection agreement is the only way that the
12 parties can insure that their respective expectations are met and the ONLY
13 way to avoid disputes once the interconnection agreement rates, terms and
14 conditions are finalized. If BellSouth is willing to provide full-sized drawings, it
15 should be memorialized in the parties' agreement to insure that there is no
16 misunderstanding regarding BellSouth's willingness to do so.

17

18 **Q. Has Sprint requested that language regarding specific dimensions of the**
19 **floor plans be included in the parties' agreement?**

20 A. No. As stated in my Direct Testimony, p. 26, Sprint has proposed the
21 following language:

22

23 Prior to the tour, BellSouth shall provide Sprint with full-sized,
24 detailed engineering floor plans and engineering forecasts for
25 the premise in question.

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Sprint requests that the Commission adopt Sprint's proposed language to resolve this issue.

Issue 35: What rates(s) should BellSouth be allowed to charge for collocation space preparation?

Q. BellSouth witness Daonne Caldwell has submitted cost study data to the Commission in conjunction with this docket for various collocation rate elements. Was it Sprint's understanding and expectation that the Commission would be required to review these costs in conjunction with this arbitration proceeding?

A. No. As stated on page 26 of my Direct Testimony, Sprint is willing to accept BellSouth's proposed space preparation rates for the parties' "renewal" interconnection agreement, subject to true-up based upon a Commission cost docket review. Sprint's expectation is, and always has been, that that review would take place in conjunction with the Commission's Generic Collocation Docket, Docket Nos. 981834-TP/990321-TP.

Q. Was BellSouth made aware of Sprint's expectations that costing review of its proposed space preparation rates should be handled in conjunction with the Commission's Generic Collocation Docket?

A. Yes, absolutely. In fact, the only dispute that the parties have ever had with respect to these rates has been whether they should be subject to true-up once the Commission reviewed and established rates in conjunction with the

1 generic docket. Sprint believes that they should be subject to true-up.
2 BellSouth has insisted that they should not be trued up. Sprint was surprised
3 that BellSouth chose to file its cost data with the Commission in this docket.
4

5 **Q. What was Sprint's understanding of why BellSouth opposed a true-up**
6 **for these rates?**

7 A. As stated in my Direct Testimony, page 27, lines 1-7, BellSouth stated that
8 these rates had already undergone Commission review because they were
9 filed in conjunction with BellSouth's collocation tariff in Florida and are
10 currently in effect in connection with that tariff. BellSouth stated that because
11 they had "already undergone Commission review", there was no need for them
12 to be subject to true-up.
13

14 **Q. Does Sprint believe that rates filed in conjunction with BellSouth's**
15 **Florida collocation tariff are relevant to the parties' consideration of**
16 **rates for their renewal interconnection agreement?**

17 A. No. As stated in my Direct Testimony, Sprint does not intend to buy physical
18 collocation from BellSouth's tariff. Rather, the rates, terms and conditions in
19 the parties' interconnection agreement will apply. Accordingly, tariffed
20 collocation rates are not relevant to the parties' interconnection agreement.
21

22 **Q. Your Direct Testimony, page 27 lines 17-23 also addressed concerns**
23 **regarding BellSouth claims that rates for power are part of its space**
24 **preparation rates and therefore the new rates for power that BellSouth**
25 **has proposed must also be accepted in order to take advantage of the**

1 **standardized space preparation rates. What is Sprint's position**
2 **regarding these rates?**

3 A. Sprint is willing to accept the BellSouth proposed rates for A.C. power, subject
4 to true-up, since there are no Commission approved rates in the parties'
5 current interconnection Agreement. However, for D.C. power, Sprint and
6 BellSouth have Commission-approved rates for power in the current
7 interconnection agreement. These rates should be carried forward to the
8 parties' renewal interconnection agreement.

9

10 **Q. Does Sprint believe that it is appropriate to evaluate BellSouth's**
11 **proposed space preparation rates in conjunction with this arbitration**
12 **proceeding?**

13 A. No. These rates are most appropriately addressed in a generic proceeding
14 where all interested parties have an opportunity to participate.

15

16 **Q. What action does Sprint request that the Commission take on this issue?**

17 A. Sprint proposes that the Commission order BellSouth to provide the
18 standardized space preparation rates and the rates for A.C. power that they
19 have proposed to Sprint subject to true-up. The Commission should further
20 order that the rates for D.C. power in the parties' current interconnection
21 agreement be carried forward to the renewal agreement. In the alternative,
22 the provision in the parties' current interconnection agreement for space
23 preparation fees to be charged on an Individual Case Basis (ICB) should be
24 adopted.

25

1 **Q. Does this conclude your Rebuttal Testimony?**

2 **A. Yes, it does.**

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