

BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

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In the Matter of : 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. :  
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VOLUME 4

Pages 511 through 634



PROCEEDINGS: HEARING

BEFORE: CHAIRMAN E. LEON JACOBS, JR.  
COMMISSIONER J. TERRY DEASON  
COMMISSIONER LILA A. JABER  
COMMISSIONER BRAULIO L. BAEZ  
COMMISSIONER MICHAEL A. PALECKI

DATE: Wednesday, January 10, 2001

TIME: Commenced at 9:30 a.m.

PLACE: Betty Easley Conference Center  
Room 148  
4075 Esplanade Way  
Tallahassee, Florida

REPORTED BY: JANE FAUROT, RPR  
FPSC Division of Records & Reporting  
Chief, Bureau of Reporting

APPEARANCES: (As heretofore noted.)

## I N D E X

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**P R O C E E D I N G S**

1  
2 BY MR. EDENFIELD:

3 Q With that, Mr. Ruscilli, would you give your  
4 summary, please?

5 A Yes. Good afternoon. My name is John Ruscilli,  
6 and I am here today to present BellSouth's position on  
7 several of the disputed issues that remain between  
8 BellSouth and Sprint.

9 In summary, I will address the following issues:  
10 Provision on a stand-alone basis of custom calling  
11 features for resale; combinations of unbundled network  
12 elements; the interconnection of networks;  
13 multi-jurisdictional traffic over a single trunk group;  
14 and use of two-way trunks.

15 The provision of custom calling features on a  
16 stand-alone basis for the purpose of resale. In this  
17 issue, Sprint is requesting that BellSouth provide custom  
18 calling services, or vertical services as they are  
19 referred to, to Sprint on a stand-alone basis so that  
20 Sprint can then resell them to end users. Sprint, by the  
21 way, will not be providing local service to these end  
22 users.

23 BellSouth is only required to make  
24 telecommunications services available for resale that it  
25 provides on a retail basis. BellSouth does not provide

1 custom calling services or vertical features to end users  
2 on a stand-alone basis. The end user must first purchase  
3 local service.

4           Sprint's position on this issue raises the  
5 concern that if an ALEC other than Sprint requests to  
6 resell BellSouth's local service to the end user to whom  
7 Sprint has resold the vertical services, BellSouth would  
8 be forced to restrict that resale because it no longer  
9 controls the vertical features associated with that line.  
10 BellSouth asks the Commission to rule that BellSouth is  
11 not required to provide Sprint stand-alone vertical  
12 features for the purposes of resale.

13           Combinations of unbundled network elements.  
14 This issue is certainly one that the Commission has heard  
15 on numerous occasions, so I will keep my remarks brief.  
16 Sprint is asking the Commission to require BellSouth to  
17 combine UNEs that are not already combined in BellSouth's  
18 network. Since the courts have made it clear that it is  
19 not BellSouth's duty to perform these necessary functions  
20 to combine UNEs in any manner, and this Commission has  
21 also previously ruled on this issue, BellSouth requests  
22 that the Commission find that BellSouth is required to  
23 provide UNE combinations to Sprint at cost-based rates  
24 only where the elements are, in fact, already combined and  
25 providing service to a particular customer at a particular

1 location. There is over six million lines in service to  
2 BellSouth customers today. There is plenty of opportunity  
3 to compete in that market for services that are, in fact,  
4 combined.

5           On the issue of access to unbundled local  
6 switching, Sprint asserts that even in the geographic  
7 areas where BellSouth is not required to provide unbundled  
8 local switching for customers having four or more lines,  
9 that BellSouth should not be allowed to raise prices for  
10 customers who have three or fewer lines that then, in  
11 turn, raise their line count to four or more. This  
12 argument just does not make sense.

13           Whether four or more lines are purchased at  
14 once, gradually over time, at one location, or spread  
15 across multiple locations, there are still four or more  
16 lines and BellSouth is not required to provide unbundled  
17 local switching for those lines. BellSouth has agreed to  
18 provide EELs in Density Zone 1 of the Miami, Orlando, and  
19 the Fort Lauderdale MSAs. Sprint is not impaired without  
20 access to unbundled local switching in those areas.

21           BellSouth requests that the Commission find that  
22 BellSouth is not required to provide unbundled local  
23 switching in those geographic areas for any of a  
24 customer's lines in the case where the customer has four  
25 or more lines.

1           Interconnection of network. This is another  
2 issue that the Commission has heard a lot of lately.  
3 Briefly, this is the issues about whose customers should  
4 pay for the costs that Sprint creates as a result of its  
5 network design decisions. All the discussion that we  
6 heard today concerning who gets to establish the point of  
7 interconnection, how many points there are going to be,  
8 when reciprocal compensation applies, are simply a means  
9 to an end.

10           And that end is whether BellSouth's customers  
11 should bear the additional costs that result from Sprint's  
12 network design or whether Sprint should bear those costs.  
13 These additional costs are for the facilities between  
14 Sprint's designated point of interconnection and the  
15 BellSouth local exchange network where a customer is being  
16 served is located.

17           The best way to explain these additional costs  
18 is to start with an example of a local call between two  
19 customers in the same local calling area. If you will  
20 refer to my Exhibit JAR Page 3 it might help you. Let's  
21 consider two next-door neighbors in Lake City. First,  
22 let's examine when both customers are served by BellSouth.  
23 The call would originate with one customer, it is  
24 connected into the central office and connected to the  
25 other customer's loop and terminated in the Lake City wire

1 center. The call never leaves the Lake City exchange.  
2 Therefore, the only cost BellSouth incurs for transporting  
3 and terminating that call is the end office switching in  
4 Lake City.

5 Now let's compare what happens when one of these  
6 customers obtains local service from Sprint, and we are  
7 going to assume that Sprint has its switch in Jacksonville  
8 and no switch in Lake City. That is on Page 2 of Exhibit  
9 JAR-1. The local call now originates with BellSouth's  
10 customer in Lake City, and since Sprint doesn't have a  
11 switch or a point of interconnection in Lake City, someone  
12 has to be responsible for carrying that call from Lake  
13 City to Sprint's point of interconnection in Jacksonville.  
14 Sprint then carries the call to its switch in  
15 Jacksonville, where Sprint connects the call through its  
16 end office switch to the long loop serving the customer  
17 that is back in Lake City. Again, these two customers  
18 could live next-door to each other.

19 BellSouth does not object to Sprint's choice in  
20 design or using a roundabout method such as that to handle  
21 their local traffic. BellSouth does object to giving  
22 Sprint free use of the facilities provided by BellSouth.  
23 Sprint wants this Commission to require BellSouth to haul  
24 that local call from Lake City all the way to  
25 Jacksonville, or for that matter anywhere else Sprint



1 wants at no charge to Sprint. It simply does not make  
2 sense for BellSouth to bear the cost of hauling the local  
3 call that originates and terminates in a particular local  
4 calling area to some distant point outside of that local  
5 calling area just because Sprint or any other ALEC wants  
6 us to do so.

7           BellSouth does not route traffic between its end  
8 users in this manner, and there is no valid policy or  
9 logical reason to think that BellSouth should bear or  
10 incur this cost on Sprint's behalf. Nevertheless, this is  
11 exactly what Sprint wants this Commission to require  
12 BellSouth to do. BellSouth asks the Commission to simply  
13 require Sprint to pay for the facilities that as a result  
14 of Sprint's network design are necessary to call -- excuse  
15 me, to haul a call outside the local calling area in which  
16 the call originates and terminates.

17           Multi-jurisdictional traffic over a single trunk  
18 group. This issue seemingly has two parts to me and may  
19 be new to the Commission. Mr. Milner is going to speak on  
20 the technical issues a little bit later. First, Sprint  
21 appears to be asking BellSouth to route all 00- calls that  
22 are destined to Sprint over switched access trunks. Now,  
23 I need to clear this, these are BellSouth customers who  
24 have Sprint as their long distance carrier. They would  
25 dial 00 to get to a Sprint operator. That shouldn't be a

1 problem.

2           Sprint, however, goes on to request that if a  
3 BellSouth customer presubscribed to Sprint dials that 00-  
4 and then Sprint determines that the call is going to be  
5 local, BellSouth should recognize that portion of the  
6 traffic as local for reciprocal compensation purposes.  
7 00- is a feature of Feature Group D dialing arrangements,  
8 it allows the customer to reach the operator of the  
9 carrier to whom the customer is presubscribed. Sprint can  
10 and probably is currently using this process to complete  
11 local calls and is appropriately paying the access rate  
12 for that service.

13           Local interconnection rates and reciprocal  
14 compensation, however, are only available to carriers that  
15 are a customer's local service provider or the provider of  
16 a significant amount of local exchange service. It is not  
17 for IXCs. The purpose of the reciprocal comp rates is to  
18 encourage competition in the local exchange market. This  
19 is an example of Sprint not providing local service, but  
20 trying to benefit from the lower prices as well as the  
21 reciprocal compensation revenues associated with local  
22 competition despite the fact it is not performing the  
23 functions that lower prices are meant to encourage.

24           The second portion of this issue, Sprint is  
25 requesting that BellSouth instead of establishing a

1 reciprocal -- excuse me, instead of establishing a  
2 reciprocal trunk group, place the local traffic that  
3 originates from a BellSouth end user that is presubscribed  
4 to Sprint for toll calls onto Sprint's, the interexchange  
5 carrier's direct end office switched access Feature Group  
6 D trunks. Mr. Milner is going to get into the technical  
7 aspects of this, again.

8           If implementation is necessary, it would be  
9 BellSouth's intention to implement the request based on  
10 the cost and the time which have not yet been identified.  
11 What BellSouth is asking from a policy perspective is that  
12 if Sprint's request is technically feasible, that Sprint  
13 bear the cost to implement its request and that the timing  
14 be dependent on the necessary activities determined  
15 through the bona fide request process.

16           Use of two-way trunking. In this issue Sprint  
17 is asking the Commission to require BellSouth to provide  
18 and use two-way trunking at Sprint's request. BellSouth  
19 provides and is only obligated to provide two-way trunking  
20 upon Sprint's request. The FCC's local competition order  
21 requires BellSouth to use two-way trunks where they are  
22 technically feasible and when there is enough traffic to  
23 warrant such usage. In all other instances BellSouth is  
24 able to use one-way traffic for its originating traffic if  
25 it chooses. BellSouth has agreed with Sprint to use

1 two-way trunks where it makes sense, and the provisioning  
2 arrangements and the local point of interconnection can be  
3 mutually agreed upon.

4           BellSouth's position on this issue is based on  
5 the fact that two-way trunks are not always the most  
6 efficient trunk configuration. There are various factors,  
7 busy hour balance of traffic, which may make one-way  
8 trunks more efficient. Sprint singles out a particular  
9 type of two-way trunk in their testimony, SuperGroup.  
10 BellSouth offers SuperGroups in this interconnection  
11 agreement and it is included in the proposed agreement.  
12 BellSouth requests that the Commission not require  
13 BellSouth to use two-way trunking except as it is required  
14 by the FCC.

15           In a general observation on what we heard today,  
16 with the resale of vertical features but not becoming the  
17 local service provider, with the 00- traffic being treated  
18 for reciprocal compensation purposes as local when Sprint  
19 dictates it in some of the designs of their network and  
20 also in one of the items that was deferred to another  
21 docket on the reciprocal comp issue itself, it appears  
22 that Sprint is doing the things necessary to make the  
23 network more efficient for Sprint and to make it more  
24 profitable for Sprint, but it doesn't appear that Sprint  
25 is doing the things necessary to enter. They are not

1 entering the resale market, they just want to resell a  
2 portion of it, but not be the customer's provider. I  
3 think that is where we have ended up today.

4 That concludes my summary.

5 MR. EDENFIELD: Mr. Ruscilli is available for  
6 cross.

7 CROSS EXAMINATION

8 BY MR. WAHLEN:

9 Q Good afternoon, Mr. Ruscilli. I'm Jeff Wahlen  
10 for Sprint.

11 A Good afternoon, sir.

12 Q I will try and get you out of here by Friday, if  
13 we can. Let's talk a little bit about the custom calling  
14 service issue. BellSouth's position on this issue appears  
15 to be that custom calling features services aren't  
16 available unless BellSouth provides the underlying dial  
17 tone. Is that correct?

18 A Yes, that's correct.

19 Q And so your position seems to be that custom  
20 calling features services are really part and parcel of  
21 basic local service, is that correct?

22 A Well, not entirely, and I will rephrase it if  
23 you don't mind. They are associated and affiliated and  
24 auxilliary to the basic local service. But if you buy  
25 basic local service, you don't necessarily get custom

1 calling services. So it is not part and parcel.

2 Q Okay. But you would agree that BellSouth is  
3 obligated to resell telecommunications services that it  
4 provides at retail to customers who are not  
5 telecommunications carriers?

6 A Yes.

7 Q So, if this Commission concludes that the custom  
8 calling services in Bell's tariff are telecommunications  
9 services, then Sprint would be -- then Bell would be  
10 required to resell them on a stand-alone basis, is that  
11 correct?

12 A If this Commission concluded that and ordered  
13 that, yes, we would. But we would urge the Commission  
14 that they are, in fact -- they are not stand-alone  
15 services. I could not offer as BellSouth call waiting to  
16 you if you were not a BellSouth customer. If you were a  
17 Sprint customer I couldn't provide you call waiting. If  
18 you were any other ALEC's customer I couldn't provide that  
19 to you. The only way I could provide call waiting service  
20 to you is if you were a BellSouth customer.

21 Q But you do offer custom calling services to  
22 members of the public, don't you?

23 A Yes, to BellSouth customers that have 1-FBs or  
24 1-FRs. Those are business lines and residential lines,  
25 excuse me.

1 Q And just because you also subscribe to an access  
2 line doesn't mean you are not a member of the public, does  
3 it?

4 A No.

5 Q Okay. Now, the tariff provision that addresses  
6 this is Section A13.9, is that correct?

7 A Yes, sir.

8 Q And Mr. Edenfield passed out a copy of that  
9 tariff section today, and that was identified as Exhibit  
10 4, is that correct?

11 A Yes. I'm not sure what exhibit it was, but he  
12 did pass one out.

13 Q Do you have a copy of the tariff there?

14 A Yes, I have a copy of what he passed out.

15 Q Okay. Would you please look at A13.9.1(a), the  
16 very first sentence, please.

17 A Yes, sir.

18 Q Could you read that?

19 A Just to make sure, it's the one that starts  
20 custom calling services?

21 Q Yes.

22 A Okay. "Custom calling services are auxilliary  
23 features provided in addition to basic telephone service."

24 Q So BellSouth's tariff recognizes that custom  
25 calling services are something that are provided in

1 addition to basic telephone service, is that correct?

2 A That's correct.

3 Q And, in fact, this tariff, Section A13.9, is  
4 entitled custom calling services, isn't that correct?

5 A Yes.

6 Q Now, what portion of this tariff is it that you  
7 rely on as the basis for saying that these should not,  
8 these kinds of services should not be provided for resale  
9 to Sprint on a stand-alone basis?

10 A Well, I rely on that sentence that I just read,  
11 and also on A13.9.2, Subsection B. And I will read it if  
12 you would like.

13 Q That would be great, thank you.

14 A "Except where provided otherwise in this tariff,  
15 custom calling services are furnished only in connection  
16 with individual line residence and business main service."

17 Q Okay. And so that language is the language that  
18 you rely on for the proposition that you can't -- an end  
19 user can't purchase custom calling services unless they  
20 buy a residential or business line, correct?

21 A Yes.

22 Q But that doesn't say that custom calling  
23 services are a part of basic local service, does it?

24 A No.

25 Q And, in fact, if you buy basic local service you



1 don't get custom calling services, is that correct?

2 A If you buy just a basic 1-FB or 1-FR, no, you  
3 don't.

4 Q And if you want custom calling services, you  
5 have to pay extra, correct?

6 A That's correct.

7 Q And those items show up separately on your bill  
8 to end users, is that correct?

9 A Yes.

10 Q And sometimes you combine these custom calling  
11 services into packages, isn't that correct?

12 A Yes.

13 Q And when you do that you put them on the  
14 customer bill on a separate line item, isn't that correct?

15 A Yes.

16 Q Now, this language in Section A13-9.2(b) that  
17 you have read, which says, "Except where provided  
18 otherwise in this tariff custom calling services are  
19 furnished only in connection with individual line  
20 residence and business main service," it is true, isn't  
21 it, to your knowledge that that language is not required  
22 to be in your tariff because of the Telecommunications Act  
23 of 1996?

24 A To my knowledge, yes. But I have to say I'm not  
25 really sure I understand your question. Are you asking me

1 did the Act require us to put this language in there?

2 Q That is the question.

3 A I don't believe the Act required us to put that  
4 language in there.

5 Q And to your knowledge does any FCC rule or order  
6 require you to put that language in there?

7 A To my knowledge, no.

8 Q And to your knowledge does any part of Chapter  
9 364, Florida Statutes, require BellSouth to include that  
10 language in its tariff?

11 A I'm not familiar with Chapter 364.4 of the  
12 Florida Statutes, I apologize.

13 Q Are you aware of any portion of Florida law that  
14 requires you to have that language in your tariff?

15 A No, I'm not.

16 Q Are you aware of any Florida Public Service  
17 Commission rule or order that requires you to have that  
18 language in your tariff?

19 A No, I'm not aware.

20 Q Now, it's interesting when you read that  
21 language it begins with an exception, doesn't it? The  
22 introductory clause, except where provided otherwise in  
23 this tariff, am I reading that correctly?

24 A Yes, sir.

25 Q So BellSouth, if I understand this correctly,

1 has added this language into its tariff, but BellSouth  
2 itself has provided an exception to this rule in its own  
3 tariff, hasn't it?

4 A It has. But it has, clearly, a practical  
5 foundation, if I can explain. Just like I mentioned  
6 earlier, if you were a member of the public at large but  
7 did not have a telephone line, we could not sell you any  
8 of these services. These services are only available if  
9 you have a 1-FB. Furthermore -- or, excuse me, a business  
10 line or a residential line.

11 Furthermore, it is only available from BellSouth  
12 if you have a business line or a residential line from  
13 BellSouth. We can't just put call waiting out there and  
14 sell it to you. I guess if we did that you would have to  
15 go to your neighbors to call the phone company to see if  
16 somebody called you and you had call waiting. It just  
17 wouldn't make sense because it only works on the line that  
18 comes from BellSouth.

19 Q But you have agreed, haven't you, in an answer  
20 to interrogatories that it is technically feasible for  
21 BellSouth to offer custom calling services on a  
22 stand-alone basis for resale by Sprint?

23 A Yes, that is my understanding.

24 Q So, in light of that -- well, strike that. The  
25 language in this tariff has been approved by the Public

1 Service Commission, is that your understanding?

2 A Yes.

3 Q And is it your understanding that the Florida  
4 Public Service Commission has the authority to disapprove  
5 that language?

6 A Certainly.

7 Q So if the Florida Public Service Commission  
8 found that that language is not in the public interest, it  
9 could ask BellSouth or order BellSouth to take that out,  
10 is that correct?

11 A That is my understanding, yes.

12 Q Let's talk for a minute, now, please, about  
13 Issue 4. This is the combination of unbundled network  
14 elements, and I'm going to try and plow through this  
15 fairly quickly. You were here today and heard  
16 Mr. Hunsucker talk about Sprint's ability to obtain  
17 unbundled networks -- unbundled network elements that were  
18 not currently combined under Bell's definition by first  
19 requesting resale and then converting to a UNE  
20 combination, did you hear that?

21 A Yes.

22 Q And would you agree that that is possible?

23 A Certainly it is.

24 Q And Sprint can do that. And would you also  
25 agree that if Sprint does that, it incurs a non-recurring

1 charge when it requests the resale?

2 A Yes.

3 Q And it also incurs a nonrecurring charge when it  
4 orders the conversion to UNEs?

5 A Yes. But if I can explain, you have to remember  
6 if these elements are not combined somebody has to do the  
7 work to combine them. And Sprint apparently wants  
8 BellSouth to do that work for them at no charge. So if  
9 they take the resale method where they would order service  
10 to a customer where something was not, in fact, combined,  
11 they would be paying for the assembly of the wire and the  
12 port and the switching. And then what you just alluded  
13 to, and Mr. Hunsucker said earlier, was that then you  
14 would issue another charge, or you could issue another  
15 order, excuse me, to convert that to UNEs. The price in  
16 the contract for doing a switched as is to UNE, unless I  
17 am incorrect, is \$1.46.

18 Q That's correct. And in addition, when Sprint  
19 orders the resale, Bell has to process the resale order,  
20 is that correct?

21 A Yes.

22 Q And Bell has to figure out how to bill the  
23 resale, isn't that correct?

24 A I think the billing has already been figured  
25 out.

1 Q But you have to render a bill?

2 A We would have to render a bill, yes.

3 Q And then you have to terminate the resale  
4 arrangement?

5 A Yes.

6 Q And then you have to process a new service order  
7 for the conversion, is that correct?

8 A Yes. I don't know if it is a new service order  
9 or if it is a change as is order.

10 Q Okay. Maybe it's a change as is. But, in any  
11 event, at least some of that process could be eliminated  
12 if you would simply combine the UNEs at the request of  
13 Sprint in the first instance, is that correct?

14 A Well, yes, it could. But, again, we don't get  
15 to the fact that somebody has to do that work and somebody  
16 should be compensated for that work. And I'm sure that we  
17 could negotiate with Sprint that we could combine those  
18 UNEs for Sprint for that new customer, but we don't feel  
19 that that is subject to the TELRIC pricing that is in the  
20 Act.

21 Q Okay. Let's talk about EELs for a minute. When  
22 Mr. Hunsucker testified, I think he explained a process  
23 where Sprint could go to the Bell special access tariff  
24 and pay to have special access and then convert that over  
25 to unbundled network elements, kind of like we were

1 talking about in the resale. Did you hear that?

2 A Yes.

3 Q And you would agree that that is possible, too?

4 A Yes. I think there are some exceptions that  
5 were outlined by the FCC in converting special access EELs  
6 because of some concerns that the FCC had because of the  
7 universal service. And those exceptions were that Sprint  
8 would have to be providing the majority, if not all, the  
9 local service to the customer, or some percentage based on  
10 the size of the special access pipe they were providing.  
11 But, yes, that could occur.

12 Q And the same kind of arrangement would be in  
13 place, Sprint would have to pay a nonrecurring service  
14 order charge when they established the special access  
15 arrangement?

16 A On a resale basis? Or, excuse me, just  
17 establishing special access outside of the UNE, is that  
18 what you are asking?

19 Q Yes.

20 A Yes, they would.

21 Q And then Bell would have to build that, correct?

22 A Well, we would have to put that together for  
23 you. That's why we would charge you that rate and then we  
24 will bill you for that.

25 Q Right. And then you would cancel that, take it

1 out of your billing system, special access billing system?

2 A Well, we would switch as is, assuming you met  
3 the requirements of the FCC as I alluded to earlier.

4 Q Right. But, again, some of that work could be  
5 eliminated if Bell would simply provide UNE combinations  
6 as requested by Sprint in the first instance?

7 A It is conceivable that a portion of that work  
8 could be eliminated. But the facility would still have to  
9 be assembled, it would still have to be billed, and  
10 somebody would have to pay those costs to do that.

11 Q And presumably the costs would be paid, wouldn't  
12 they?

13 A In the scenario you outlined, yes.

14 Q Okay. Let's talk a little bit about the issue  
15 where we have got the first three lines, this is in the  
16 top 50 MSAs, which I guess are Miami, Fort Lauderdale, and  
17 Orlando. And we are in the Zone Density 1. We have got  
18 the three lines and then we go to the fourth line. It's  
19 Issue 7. How does Bell determine what the market-based  
20 rate will be for all lines over four? Over three, I  
21 guess.

22 A Well, I don't know that we have anything with  
23 precision, but let me sort of explain how we would go  
24 about that. When you have competition to the level that  
25 you are in one of these top MSAs and you are in Zone



1 Density 1, the FCC rendered what they, themselves,  
2 labelled an expert opinion that there were plenty of  
3 providers out there with switches that could provide local  
4 switching.

5           And that as I think one of the purposes of the  
6 act is, we want to promote competition to the point that  
7 now the market sets the rates. So if you have got a  
8 number of competitors that are out there that are  
9 providing local switching, if BellSouth wanted to compete  
10 for that business for those customers that were four lines  
11 and above, BellSouth would have to be in line with what  
12 those other market providers are doing in that particular  
13 zone density.

14           Q     So is it your testimony that there are  
15 telecommunication carriers in Fort Lauderdale and Miami  
16 and Orlando that are offering switching on a competitive  
17 basis?

18           A     It is my testimony that the FCC determined that  
19 in those top areas that there were several switch  
20 providers, not just one or two, and that's why they gave  
21 that exception to the Bell companies. They are basically  
22 saying there is competition there for what we are going to  
23 relieve you of the burden of providing for.

24           Q     And do you know if, in fact, there are any of  
25 those providers in Orlando?

1           A     No, I don't know personally. I think the FCC  
2 went through a rigorous study on that, though.

3           Q     Do you know what the difference between the  
4 market-based prices are and the TELRIC-based prices are?

5           A     No. I mean, I know what the TELRIC-based price  
6 is for BellSouth's local switching. It is .00175, I  
7 think, on a minute of use basis. I don't know what any  
8 other carrier charges.

9           CHAIRMAN JACOBS: If there were effective  
10 competition for that service, there is every chance that  
11 the market-based price could go below TELRIC, couldn't it?

12           THE WITNESS: I guess it could, I don't know.  
13 TELRIC is a pretty low price already. It is artificially  
14 low. But I don't know what other carriers might decide to  
15 do and what their cost structures are.

16           CHAIRMAN JACOBS: And if they went below TELRIC,  
17 would you -- well, I guess that is a great bit of  
18 speculation. But your comfort level with this policy  
19 would be the same, if it appeared that there was effective  
20 competition that could drive the market price below  
21 TELRIC?

22           THE WITNESS: Yes. Well, I think our policy  
23 would be the same in that if BellSouth -- as we were just  
24 discussing, if BellSouth wanted to compete for that local  
25 switching market, and whatever the prices were, I think

1 that is what sets the rates. I mean, that is the whole  
2 intention behind the Telecommunications Act and the  
3 competition orders that we have had in the various states,  
4 is eventually we want enough competition out there that  
5 now the marketplace is setting the rate.

6 CHAIRMAN JACOBS: Understand my point, if you  
7 were to maintain this policy then you would be giving this  
8 service to Sprint for less than TELRIC, wouldn't you, if  
9 that were the policy, in the event there were effective  
10 competition?

11 THE WITNESS: If we chose to compete. In other  
12 words, if we chose to go after that business. But TELRIC  
13 and cost are really not an area that I am an expert in.

14 CHAIRMAN JACOBS: Okay. Thank you.

15 THE WITNESS: Thank you.

16 BY MR. WAHLEN:

17 Q But it is true, isn't it, that even in Density  
18 Zone 1, BellSouth is the only carrier that is required to  
19 provide switching?

20 A I don't know for certain. I know the Act speaks  
21 to what all carriers must do. I know BellSouth is  
22 required to provide switching unless it avails itself to  
23 the exceptions. That in Zone Density 1, it chooses to  
24 combine loops and transport in EELs.

25 Q Okay. As a general rule, would you agree that

1 the jurisdiction of a call should be determined by its  
2 originating and terminating point?

3 A Yes.

4 Q So as a general proposition, a call that  
5 originates and terminates in BellSouth's local calling  
6 area should be considered local, is that correct?

7 A Yes.

8 Q Okay. Now, if a BellSouth customer dials 00 and  
9 accesses Sprint, and Sprint handles the call and it  
10 terminates back on Bell's local calling area, wouldn't  
11 that be a local call?

12 A Can you just go through it one more time, I want  
13 to make sure I didn't misunderstand what you said.

14 Q The Bell customer picks up the phone and dials  
15 00, the call goes to Sprint, Sprint switches the call, it  
16 terminates back onto Bell's same local calling area, isn't  
17 that a local call?

18 A Yes, it is, based on the jurisdiction.

19 Q And isn't it true that local calls are generally  
20 compensated under an interconnection arrangement under  
21 reciprocal compensation?

22 A Yes, generally.

23 Q And isn't it true that this 00 dialing  
24 arrangement that allows a BellSouth customer to access  
25 Sprint has been around a long time?

1 A Yes. I mean, yes, it has been around.

2 Q At least since presubscription has been?

3 A Yes.

4 Q And when a customer dials 00 to reach Sprint, it  
5 is not creating a new path to reach Sprint, is it?

6 A No. A 00 call when it hits our switch, if I am  
7 understanding the network correctly, it would be sent off  
8 to the POP -- to the tandem, excuse me, and then sent over  
9 to Sprint's POP.

10 Q Now, if a customer dials 00 and accesses Sprint,  
11 and Sprint switches the call and it goes back to  
12 BellSouth's local calling area, doesn't that effectively  
13 allow Sprint to become a dial-around local service  
14 provider?

15 A You know, I would think so. We have sort of  
16 kicked that around in our heads, it's kind of like a local  
17 version of 1010XXX that you see out with the long distance  
18 industry.

19 Q And if Sprint -- if that dialing arrangement --  
20 COMMISSIONER DEASON: Excuse me. What would be  
21 the motivation for a customer to do that?

22 THE WITNESS: That is even more interesting to  
23 me, sir. I'm not sure. I mean, Sprint apparently has  
24 some services that they might anticipate offering to their  
25 long distance customers. Generally, what happens, you

1 know, when a customer dials 00, they are going to their  
2 long distance operator, and they are either going to place  
3 a collect call or a third-party billed call or something  
4 like that. That is how things have been in the past.  
5 Sprint might be attempting to bring something new here to  
6 the marketplace.

7           There is a chance when you dial 00 that, in  
8 fact, you wanted to make a local call, and Sprint today  
9 would just send that call back to the local exchange and  
10 complete it for you. I don't know what Sprint's tariffed  
11 rates are for doing that, but my general understanding of  
12 the long distance market is when you dial 00, or you are  
13 talking to one of their operators and you end making a  
14 local call, you pay a pretty steep first minute charge for  
15 it. So I think customers might do it once or twice and  
16 not do it again.

17 BY MR. WAHLEN:

18           Q     Well, the only reason that Bell thinks that a  
19 call that originates on its network then goes to Sprint by  
20 dialing 00 and then terminates back on Bell's network  
21 should be compensated under the access arrangement is  
22 because it goes over something that has been defined as an  
23 access trunk, isn't that correct?

24           A     Yes, that is correct. When you hit 00 we stop  
25 recording information on your call because we have passed

1 it off as access.

2 Q But it is possible to make estimates about what  
3 the jurisdiction of the traffic that crosses those trunks  
4 is, isn't it, technically?

5 A Certainly. Sprint offered up in its testimony,  
6 and I'm not sure which one of its witnesses did this, that  
7 they could look at those records and try to make a  
8 determination that the jurisdiction of particular call  
9 types were, in fact, local, and offered to submit to  
10 BellSouth a percent local usage, sometimes called the PLU,  
11 saying this is what came over the network, this much is  
12 access and this much is local.

13 Q And since we have agreed today that that call is  
14 really a local call, BellSouth wouldn't object to that,  
15 would they?

16 A No. I think BellSouth would certainly want to  
17 have audit rights to the information that is being  
18 provided. But from a policy perspective that is where  
19 BellSouth has been expressing a concern. Because what you  
20 have in a 00- basis, you have a BellSouth customer,  
21 BellSouth customers that Sprint is not reselling to, not  
22 providing service to. It is now dialing a 00 call. And  
23 for whatever reason or whatever product Sprint has, is  
24 going to be terminated into that Sprint local switch and  
25 then sent somewhere. It may leave the switch, it might

1 stay inside.

2 I could surmise by the unified voice messaging  
3 that was mentioned in one of the testimonies that Sprint  
4 may, in fact, put a voice messaging device off that local  
5 switch. So, in effect, what you are doing is you are  
6 generating traffic from BellSouth customers to Sprint's  
7 switch and wanting local compensation for it, reciprocal  
8 compensation because it is a local call.

9 Q Well, let's just assume that you are correct,  
10 and Sprint is going to come up with some new whizbang  
11 product that uses 00 and turns Sprint into the dial-around  
12 local provider. You would agree, wouldn't you, that one  
13 of the supposed benefits of the introduction to  
14 competition is the development of new products and  
15 services?

16 A Yes, I agree, certainly. I just think from a  
17 policy perspective you are availing yourselves to the  
18 benefits of entering into a local competition market, but  
19 you are really not aggressively doing it. You are, in  
20 fact, just moving traffic from BellSouth to you.

21 Q But if it results in a new product or service,  
22 isn't that consistent with the purposes of the Act?

23 A I agree.

24 Q Okay. With great trepidation I want to talk  
25 with you about two-way trunks. If we look at Page 30 of



1 your testimony. Your rebuttal testimony, please.

2 A Okay.

3 COMMISSIONER JABER: Could I go back to  
4 reciprocal comp versus access. You agree that for  
5 jurisdictional purposes a 00 call within the same calling  
6 area is local, the result is that it is a local call? If  
7 it is a 00 accessed by a Sprint customer, it would be for  
8 jurisdictional purposes a local call, that's what I heard  
9 you say.

10 THE WITNESS: If I said it exactly like that I  
11 might have misspoke. I thought what I was agreeing to is  
12 that if a customer dialed 00, and according to his example  
13 then Sprint took that 00 call and then terminated it back  
14 into the same local exchange, that that would be a local  
15 call. And I did not disagree. If a customer were to dial  
16 00 and get operator service, or directory assistance, or  
17 place a third-party call, I think the jurisdiction would  
18 not be local.

19 COMMISSIONER JABER: Okay. I needed that  
20 clarification. Thank you.

21 THE WITNESS: I apologize if I misspoke.

22 BY MR. WAHLEN:

23 Q I want to try and figure out where we are on --

24 A Excuse me, sir. She was asking the question.

25 No, she is finished, but I didn't catch the page that you

1 were referring me to in the testimony.

2 Q Okay. It's secret. No, just kidding.

3 A Okay. I'm ready.

4 Q Page 30 of your rebuttal testimony.

5 A Okay. Give me just a moment. Yes, sir.

6 Q Okay. There on Line 19, the first question is,  
7 is BellSouth required to provide two-way trunking, and  
8 your answer is yes, BellSouth is required to provide  
9 two-way trunking upon request. And I want to just try and  
10 make sure this is clear. Will BellSouth provide two-way  
11 trunking every time Sprint requests it?

12 A Yes. I don't think we have a disagreement on  
13 28A. We talked about that this morning. If Sprint  
14 requests two-way trunking, BellSouth will provide it.

15 Q Without exception?

16 A None that I can think of.

17 Q Okay. Now, tell me what happens when you set up  
18 a two-way trunking arrangement?

19 A I am limited in my network expertise, but I  
20 think the general design of it is that we establish -- and  
21 let's just use some round numbers. We say that the  
22 traffic between the two locations is requiring 20 trunks.  
23 And so we would establish it so that at any time any of  
24 those trunks can be going in either direction, either  
25 towards Sprint or towards BellSouth.

1 Q And so when you say you set up 20 trunks, that  
2 is basically 20 lines connecting Bell and Sprint? I mean,  
3 just sort of to think about it, right?

4 A Well, I mean, a line is usually perceived as a  
5 pair of copper and you could put 20 trunks over four pair  
6 of copper. But conceptually it is 20 circuits.

7 Q Twenty paths?

8 A Twenty paths, that would be good.

9 Q Okay. So you have twenty paths and all 20 of  
10 them can go in one direction at one time, all 20 of them  
11 can go in the other direction at one time, ten can go one  
12 way, ten can go the other. It just depends on whether  
13 there is calls needing to go one way or the other, is that  
14 correct?

15 A Correct.

16 Q But the engineers from the companies would sit  
17 down and say, okay, we think that the amount of traffic in  
18 the peak and all of that justifies 20 paths, a 20-line  
19 trunk group, is that correct?

20 A Yes, I certainly hope that the engineers would  
21 sit down and try to set up that configuration. And, quite  
22 honestly, all BellSouth is really asking for in this is  
23 just a reasonable approach. We certainly will provide  
24 two-way trunking and want to do so. But there are going  
25 to be times in BellSouth's opinion that that traffic flow

1 is not even, the traffic flow is imbalanced. BellSouth  
2 wants to reserve for itself its right at that point in  
3 time to say we need to provide one-way trunking because we  
4 have a disproportionate level of traffic coming to you.  
5 Sprint may, in fact, decide to do the same thing back.

6 Q Okay. Well, I guess that gets us to Part B of  
7 the issue, which is once Bell provides the two-way  
8 trunking, does it have to use it. Is that the second part  
9 of the issue?

10 A That is the second part of the issue.

11 Q Okay. Let's say in our example that we set up a  
12 two-way trunking arrangement and we decide that a 20-trunk  
13 trunk group is appropriate. And then Bell decides for  
14 whatever reason that it wants to use one-way trunks  
15 instead of two-way trunks. The 20-trunk trunk group is  
16 still there, correct?

17 A Yes.

18 Q But Bell is not going to put any traffic  
19 originating from its network and terminating onto Sprint's  
20 network over that trunk group, right?

21 A That's correct.

22 Q And instead what Bell is going to do is set up a  
23 separate one-way trunk group that connects from Bell to  
24 Sprint. Let's just stay for purposes of discussion that  
25 you decide that you want to use 15 trunks, a 15-trunk

1 trunk group one way. What we are trying to figure out,  
2 and I guess I'm asking you to agree with this, if we set  
3 up this two-way trunking arrangement and we assume that 20  
4 trunk groups is the right answer, and Sprint takes space  
5 up on its switch to create this 20 trunk group two-way  
6 trunking arrangement, and you don't use it, isn't Sprint  
7 using more space on its switch than is really necessary?

8       A     It could very well be. But in your hypothetical  
9 I will counter it with perhaps another hypothetical. If  
10 BellSouth decided to set up a 15 trunk one way group  
11 coming from BellSouth to Sprint, it is probably because  
12 the original parameters that the engineers used to set up  
13 that trunk group have now changed, and in this case there  
14 is a lot more traffic flowing from BellSouth to Sprint.

15             Again, BellSouth's policy in this is we are  
16 trying to be very reasonable here. We will certainly  
17 accommodate Sprint and any other ALEC to the best that we  
18 can with two-way trunking, but what we have learned in the  
19 past is that a disproportionate amount of the traffic ends  
20 up flowing from BellSouth to the ALECs.

21             I think regionwide, and I may not be precise in  
22 these numbers, but it was about 49 billion minutes of use  
23 went to them in 1999 and 2 billion minutes of use came  
24 from them to BellSouth. So in that case, we need to  
25 reserve the right that if the traffic parameters have

1 changed that it might be more efficient for BellSouth to  
2 install that one-way trunk group. And then I might add at  
3 that if Sprint still has that 15 -- excuse me, the 20  
4 two-way trunks, and they are not sending the sufficient  
5 volume of traffic to BellSouth on those 20 trunks, they  
6 could certainly reduce the trunk group.

7 Q You are aware, aren't you, that Sprint, the  
8 ILEC, and Sprint -- and BellSouth, the ILEC, interconnect  
9 their networks throughout central Florida, aren't you?

10 A Yes.

11 Q And were you here when Ms. Oliver testified that  
12 those trunking arrangements were exclusively two-way?

13 A I don't remember that precisely, but I will  
14 certainly take that.

15 Q Do you believe that to be true?

16 A I have no reason to doubt Ms. Oliver if she said  
17 that.

18 Q Would you agree that the amount of traffic  
19 flowing back and forth between two incumbent LECs is  
20 probably very large?

21 A Yes.

22 Q Well, here is what I'm trying to figure out. At  
23 what point -- where is the break point here? There is a  
24 suggestion that two-way trunking should only be used when  
25 traffic volumes are very small. But then we have these

1 two-way trunking arrangements between the incumbents and,  
2 you know, at what point is it appropriate to use the  
3 two-way trunks and at what point is it appropriate to use  
4 the one-way trunk?

5 A I mean, I'm not an engineer, so I don't know  
6 what the appropriate point or the breakage point would be  
7 on that. I would think, and certainly it is BellSouth's  
8 position that the engineers would get together and try to  
9 work that out between the two companies. Now, if Sprint  
10 requests two-way trunking, BellSouth would accommodate  
11 that request.

12 But what BellSouth is trying to do is put a  
13 measure of reason into this process. That while we might  
14 reach that decision and it might be best, there might come  
15 a time when we will have to change that and we want to  
16 reserve the right not to have to use those two-way trunks.  
17 Because if we had 15 trunks worth of traffic coming to  
18 you, 15 trunks worth of traffic coming to you, and you had  
19 ten trunks of traffic coming to us, you would have five  
20 people that would never be able to get on that line. That  
21 wouldn't be efficient for you, it wouldn't be efficient  
22 for us.

23 So we are really doing what we can to  
24 accommodate Sprint, we are just trying to put a measure of  
25 reason on it and reserve that for BellSouth.

1 Q So is this issue really about who gets to decide  
2 if there is a disagreement?

3 A I'm not sure I understand. Who gets to decide  
4 if there is a disagreement. You mean if the party can't  
5 agree, is that what you are asking me?

6 Q Right.

7 A Yes, I think there will be a point or could  
8 possibly be a point where the parties do not agree.

9 Q And Bell's position is that even though the rule  
10 says if technically feasible an incumbent LEC shall  
11 provide two-way trunking upon request, Bell should be able to  
12 unilaterally decide to use one-way trunking?

13 A Well --

14 Q If it decides to?

15 A Yes, but let me explain. I think if you go back  
16 to what the First Report and Order said, and I believe it  
17 was Paragraph, I think, 209 or 219. I'm doing this from  
18 memory. It said a little bit more than what that rule  
19 says. And it basically says that if a requesting carrier  
20 does not carry a sufficient volume of traffic, and I'm  
21 paraphrasing that rule, they can request and the ILEC will  
22 provide two-way trunking. Well, it just says carry, it  
23 doesn't say originate. And therein might lie the problem  
24 and why we are having this disagreement.

25 You, as an ALEC, I'm not referring necessarily



1 to Sprint, you may not have that much traffic that you  
2 anticipate because you are sending it to us, but BellSouth  
3 may, in fact, have a lot of traffic going in your  
4 direction. And so that is why BellSouth, again, will  
5 accommodate you and any other ALEC to the extent that we  
6 can, but we want to reserve a right for ourself that in  
7 our network if we see a large amount of traffic that is  
8 heading in your direction, two-way trunking may not always  
9 be the most efficient way for BellSouth's traffic to get  
10 to you and we want to have that option.

11 Q Tell me, again, what the Report and Order says  
12 about when traffic volumes aren't sufficient?

13 A I don't have it in front of me. I think it was  
14 Paragraph 209, I'm not sure. Yes, I'm not sure exactly,  
15 but it's basically if it doesn't carry traffic sufficient  
16 or the quantity of traffic. It doesn't say anything about  
17 originate, it just says traffic and carrying it.

18 Q Okay. Let's go back for a minute to the UNE  
19 combinations. I want to just follow up on something. You  
20 know, we talked about the conversion from resale to  
21 combined UNES, and I talked a little bit with you about  
22 the costs that Bell would incur?

23 A Yes.

24 Q Would you agree in the conversion of resale --  
25 from resale to combined UNES that Sprint has to prepare a

1 second service order for the conversion?

2 A I agree that some order has to be placed, I  
3 don't know if it is a service order or what. Because when  
4 you do a switch as is, I'm not sure of the exact process  
5 that we use to do that. I don't know if it is a full ASR  
6 or not.

7 Q But somebody at Sprint has to do something to  
8 make the request?

9 A Yes.

10 Q And there is a cost associated with that?

11 A A cost to Sprint and to BellSouth, yes.

12 Q Right. And the cost to both -- well, at least  
13 the cost to Sprint would be eliminated if Sprint were able  
14 to simply purchase the combined UNES without having first  
15 to go through the resale drill, is that correct?

16 A Yes, that cost would be eliminated. But, again,  
17 BellSouth's point is it doesn't think that it should be  
18 required to combine UNES that are not, in fact, combined  
19 at no cost to another carrier. We are incurring some work  
20 to assemble that, and we want to recover those charges.

21 Q Okay. And in addition to the service order  
22 charge that Sprint might incur, isn't it true that Sprint  
23 would probably get a bill for resale for a day or two days  
24 or three days and would have to process that, and pay it,  
25 and reconcile it, and make sure that it is correct, and do

1 all the things that it would have to do for maybe just a  
2 very short two or three-day period?

3 A That is conceivable, yes.

4 Q And that cost could be eliminated if Sprint were  
5 allowed to simply purchase combined UNEs as typically used  
6 in your network without first going through resale?

7 A Yes. Again, the cost could be eliminated. But,  
8 you know, BellSouth is willing to negotiate with Sprint to  
9 do that assemblage for it. I don't know if assemblage is  
10 a word. We would assemble that for you at some rate, but  
11 we are not required to do that at TELRIC, because we are  
12 now having to find a loop and do the engineering on the  
13 loop and the port and everything and put it together for  
14 you. We are incurring costs, and so we would want to get  
15 that cost back from Sprint.

16 MR. WAHLEN: Okay. Can I just have just a  
17 second?

18 CHAIRMAN JACOBS: Off the record.

19 (Off the record.)

20 MR. WAHLEN: I don't have any more cross.

21 COMMISSIONER PALECKI: I just have one quick  
22 question with regard to the two-way and one-way trunks.

23 THE WITNESS: Yes, sir.

24 COMMISSIONER PALECKI: Would you have any  
25 objection to a requirement that if you do believe volumes

1 are too low to justify two-way trunks, that you would  
2 provide notice to the ALEC to allow them to object if they  
3 believe there is a problem?

4 THE WITNESS: I want to answer that, but I want  
5 to make sure I understood. You were saying volumes too  
6 low to provide. I think we would provide two-way if the  
7 volumes were low is the purpose of providing two-way  
8 trunks. If the ALEC feels that there is not sufficient  
9 volume, and at the time the engineers from BellSouth and  
10 the ALEC get together they feel, well, these are just low  
11 volume -- this is a low volume application, we would  
12 provide that two-way trunk. That is what I meant to say.  
13 I hope I communicated.

14 COMMISSIONER PALECKI: I think you did, I missed  
15 it.

16 THE WITNESS: Okay.

17 COMMISSIONER PALECKI: I guess the point I'm  
18 trying to make is would you have any problem with the  
19 notice requirement and allow Sprint to provide input or  
20 objection if they have a problem?

21 THE WITNESS: I think we could agree to that.  
22 Again, we really want to be reasonable on this. We just  
23 want to say if this is happening and we see a lot more  
24 traffic coming your direction, we are going to need to  
25 make a change.

1 Did I answer your question?

2 COMMISSIONER PALECKI: I think you did.

3 THE WITNESS: Okay.

4 CHAIRMAN JACOBS: Staff.

5 MR. VACCARO: Just very briefly.

6 CROSS EXAMINATION

7 BY MR. VACCARO:

8 Q Mr. Ruscilli, I want to refer to VPOIs and your  
9 JAR-1 exhibit.

10 A A particular page or -- there is Page 1, 2, and  
11 3.

12 Q The front page, first page.

13 A Yes, sir.

14 Q In your opinion, does Sprint have the right to  
15 establish its own local calling areas?

16 A Yes.

17 Q Okay. Looking at the Lake City and Jacksonville  
18 local calling areas on your exhibit. Now, suppose that  
19 Sprint considered those two areas to actually be one local  
20 calling area for Sprint?

21 A Okay.

22 Q How would that affect the BellSouth's VPOI?

23 A Well, again -- or not again, I haven't said this  
24 yet. Sprint can define its own local calling area, they  
25 could make the local calling area statewide, whatever they

1 could establish would be up to them and, I guess, this  
2 Commission. But it does not change the calling areas that  
3 BellSouth has.

4 So that if a BellSouth customer were in Lake  
5 City and were calling a Sprint customer that was in  
6 Jacksonville or somewhere else, it would still be a toll  
7 call. If a BellSouth customer were calling a customer of  
8 Sprint's that was in Lake City, we would still perceive  
9 that to be a local call.

10 Q So are you saying that BellSouth's local calling  
11 areas take precedence over the ALEC's local calling areas?

12 A No, I'm not saying that at all. If I did I  
13 didn't mean to. What I was saying is that as far as a  
14 BellSouth customer placing a call, BellSouth calling areas  
15 would be precedent because that is our customer. Sprint's  
16 customers would be subject to Sprint's local calling area.

17 MR. VACCARO: Give me just one second, please.

18 COMMISSIONER DEASON: While they are conferring,  
19 let me ask a question.

20 THE WITNESS: Yes, sir.

21 COMMISSIONER DEASON: If an ALEC defines a local  
22 calling area different from the incumbent LEC, how does  
23 that effect how you apply and when you would apply  
24 reciprocal compensation?

25 THE WITNESS: Well, and that would be a subject

1 of negotiation. And let's say the ALEC were to find the  
2 whole LATA as its local calling area, then we would  
3 negotiate at what point reciprocal comp and at what point  
4 toll would apply. But I can walk you through a couple of  
5 call scenarios. If a BellSouth customer were to call a  
6 Sprint customer and Sprint had a LATA-wide calling area,  
7 but from a BellSouth perspective it was Jacksonville to  
8 Lake City, BellSouth would perceive that to be a toll  
9 call.

10           They would bill the BellSouth customer a toll  
11 charge and then they would pay -- it could be terminating  
12 access to Sprint, the ILEC, in Lake City, or if it was  
13 negotiated that reciprocal comp might apply, and that is  
14 subject to discussion, we would pay reciprocal comp. If  
15 Sprint had determined that its calling area was LATA-wide  
16 and one of its customers were to call the same legs  
17 between the two calling areas, Sprint would be paying  
18 BellSouth reciprocal compensation to terminate that call  
19 for them.

20           MR. VACCARO: Thank you.

21 BY MR. VACCARO:

22           Q     Getting back to this, suppose that BellSouth end  
23 user A calls a Sprint -- calls the Sprint end user A, who  
24 is also in Lake City. Based upon what you have said  
25 earlier and what you have diagramed here, BellSouth does

1 not see a problem with that call, is that correct?

2 A Okay. A BST end user A in Lake City calls a  
3 Sprint end user A in Lake City, is that what you gave me?

4 Q Correct.

5 A And we are both on Page 1 of 3?

6 Q Yes.

7 A That is actually where we do see the issue in  
8 that call. And it is because we would not, if both of  
9 those end users in Lake City were BellSouth customers, we  
10 would never carry that call out of Lake City. But now  
11 because of the design that Sprint has chosen, we have to  
12 haul that call from our BellSouth end office over to where  
13 Sprint's POI is over in Jacksonville. We would never have  
14 to do that.

15 Q What if we had the reverse situation where it  
16 was Sprint calling the BellSouth end user?

17 A Okay. In that case, what Sprint has done, the  
18 Sprint user that is in Lake City has bought from Sprint a  
19 very long loop to get them over to the Sprint office. And  
20 then Sprint would carry that over to the POI that is  
21 established and hand it off to BellSouth, and then Sprint  
22 would pay BellSouth reciprocal compensation back to that  
23 end user.

24 And if I could clear up one thing, I didn't  
25 complete -- in the first example where I said we have the



1 issue in that pipe that is going between the Lake City and  
2 the Jacksonville calling area, that's all we have the  
3 issue with. Once it gets to the POI, we would pay Sprint  
4 reciprocal compensation to complete that call all the way  
5 back. We have no problem with paying the reciprocal  
6 compensation. What we do have the problem with is we  
7 would never transport that call or haul it outside of that  
8 calling area.

9 Q Yes, but do you have a problem with the pipe  
10 going in the opposite direction?

11 A No, because Sprint's customer is reimbursing  
12 Sprint for that long loop, so they don't have that cost.  
13 And then what Sprint is doing is the same thing we are  
14 doing is now paying reciprocal compensation to complete  
15 that call.

16 MR. VACCARO: Okay. Thank you. No further  
17 questions.

18 CHAIRMAN JACOBS: Any further questions,  
19 Commissioners?

20 MR. VACCARO: Actually, I do have one last  
21 question.

22 BY MR. VACCARO:

23 Q Regarding the custom calling feature issue?

24 A Yes, sir.

25 Q Has this issue been heard and resolved in state

1 arbitrations other than this one?

2 A In BellSouth's region, I don't believe so. I  
3 think this is the first time this one has been teed up.

4 MR. VACCARO: Okay. Give me just one second,  
5 please. No further questions. Thank you.

6 THE WITNESS: Okay.

7 CHAIRMAN JACOBS: Redirect?

8 MR. EDENFIELD: No redirect.

9 CHAIRMAN JACOBS: Very well.

10 MR. WAHLEN: I just wanted to make sure that  
11 Exhibit 4 was admitted into the record.

12 MR. EDENFIELD: Yes. In fact, I was going to  
13 move it. I think we have two exhibits.

14 CHAIRMAN JACOBS: Exhibit 4 was the tariff, and  
15 I thought that was moved. Exhibit 5 is the errata and  
16 Exhibit 6 is the JAR-1.

17 MR. EDENFIELD: Yes. BellSouth would move in --  
18 I think I identified 5 and 6 during the course of Mr.  
19 Ruscilli's direct and I would move those two into evidence  
20 at this point.

21 MR. WAHLEN: We have no objection.

22 CHAIRMAN JACOBS: Great.

23 MR. EDENFIELD: And I assume Exhibit 4 was  
24 already placed into evidence?

25 CHAIRMAN JACOBS: It is. It is admitted. And

1 show Exhibit 5 and 6 admitted. You are excused, Mr.  
2 Ruscilli.

3 (Exhibit Numbers 4, 5, and 6 admitted into the  
4 record.)

5 CHAIRMAN JACOBS: How does it look?

6 MR. WAHLEN: It looks good.

7 CHAIRMAN JACOBS: Let's go for it then. next  
8 witness.

9 THE REPORTER: If this witness is going to be  
10 more than an hour or 45 minutes, could we have a break?

11 CHAIRMAN JACOBS: Let's check. Your guess.

12 MR. ATKINSON: Mr. Chairman, I have less than  
13 half an hour of cross. I'm sorry I can't be more definite  
14 than that.

15 CHAIRMAN JACOBS: Are you okay?

16 THE REPORTER: Yes.

17 CHAIRMAN JACOBS: Okay. Proceed.

18 MR. EDENFIELD: And while Mr. Milner is getting  
19 set up, BellSouth's Exhibit 5, which was the errata sheet  
20 for Mr. Ruscilli and the notice of the testimony we were  
21 withdrawing, that same exhibit would apply to Mr. Milner's  
22 testimony, as well. The excerpts from his testimony that  
23 have been withdrawn are reflected in that exhibit.

24 If you're ready, I am.

25 CHAIRMAN JACOBS: You may proceed.

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- - - - -  
KEITH MILNER

was called as a witness on behalf of BellSouth  
Telecommunications, Inc., and, having been duly sworn,  
testified as follows:

DIRECT EXAMINATION

BY MR. EDENFIELD:

Q Mr. Milner, will you please confirm that you  
were sworn?

A Yes, I was.

Q State your name and your employer?

A My name is W. Keith Milner, and I am employed by  
BellSouth Telecommunications, Incorporated as Senior  
Director, Interconnection Services.

MR. EDENFIELD: I am so confused at this point  
of day. This is actually Mr. Meza's witness, I'm sorry.  
You give me a microphone and I can't get away from it.

MR. MEZA: Taking up where Mr. Edenfield left  
off.

CHAIRMAN JACOBS: In the future, I have a mute  
button up here. If you would just nod to me, I will turn  
him off for you.

BY MR. MEZA:

Q By whom are you employed, Mr. Milner?

A By BellSouth Telecommunications, Incorporated.

1 Q In what capacity?

2 A As Senior Director, Interconnection Services.

3 Q Are you the same Keith Milner who previously  
4 caused to be prepared and prefiled direct testimony  
5 consisting of 15 pages?

6 A Yes, I am.

7 Q And have you also caused to be prepared and  
8 prefiled rebuttal testimony of 23 pages?

9 A Yes, that is correct.

10 Q Do you have any substantive additions,  
11 corrections, or changes to make to that testimony at this  
12 time?

13 A No, other than the deletions that are in our  
14 notice of withdrawal of testimony. No other changes.

15 Q Other than those changes, if I were to ask you  
16 the same questions that were posed in your prefiled direct  
17 and rebuttal testimony today, would your answers to those  
18 questions be the same?

19 A Yes, they would.

20 MR. MEZA: Mr. Chairman, I would like to have  
21 the testimony inserted into the record as if read.

22 CHAIRMAN JACOBS: Without objection, show Mr.  
23 Milner's testimony entered as though read.

24

25

1                   BELLSOUTH TELECOMMUNICATIONS, INC.  
2                   DIRECT TESTIMONY OF W. KEITH MILNER  
3                   BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
4                   DOCKET NO. 000828-TP  
5                   NOVEMBER 1, 2000

6  
7    Q.    PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND  
8           YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS,  
9           INC. ("BELLSOUTH").

10  
11   A.    My name is W. Keith Milner. My business address is 675 West  
12           Peachtree Street, Atlanta, Georgia 30375. I am Senior Director -  
13           Interconnection Services for BellSouth. I have served in my present  
14           position since February 1996.

15  
16   Q.    PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

17  
18   A.    My business career spans over 30 years and includes responsibilities  
19           in the areas of network planning, engineering, training, administration,  
20           and operations. I have held positions of responsibility with a local  
21           exchange telephone company, a long distance company, and a  
22           research and development company. I have extensive experience in  
23           all phases of telecommunications network planning, deployment, and  
24           operations in both the domestic and international arenas.

25

1 I graduated from Fayetteville Technical Institute in Fayetteville, North  
2 Carolina, in 1970, with an Associate of Applied Science in Business  
3 Administration degree. I later graduated from Georgia State University  
4 in 1992 with a Master of Business Administration degree.

5

6 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC  
7 SERVICE COMMISSION?

8

9 A. I have previously testified before the state Public Service Commissions  
10 in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, and  
11 South Carolina, the Tennessee Regulatory Authority, and the North  
12 Carolina Utilities Commission on the issues of technical capabilities of  
13 the switching and facilities network, the introduction of new service  
14 offerings, expanded calling areas, unbundling, and network  
15 interconnection.

16

17 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?

18

19 A. In my testimony, I will address the technical aspects of network related  
20 issues which have been raised in the Petition for Arbitration filed by  
21 Sprint Communications Company Limited ("Sprint") in this docket.  
22 Specifically, I will address the following issues, in whole or in part:  
23 Issues 16, 18, 21, 22, 32, 33, and 34.

24

25 **Issue 16: Regarding requests for collocation space availability reports**

1 **on multiple BellSouth central offices, what is the appropriate time**  
2 **interval in which BellSouth must provide such reports to Sprint?**

3

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

5

6 A. BellSouth believes that space availability reports for a particular central  
7 office should be provided within 15 calendar days of receipt of an  
8 ALEC's inquiry except when multiple requests are involved. In such  
9 cases, the 15 calendar day standard should be applicable for requests  
10 1 through 9 and, when an ALEC submits 10 or more requests within  
11 ten calendar days, the initial 15 day interval should increase by 10  
12 days for every additional 10 requests or fraction thereof.

13

14 Q. WHAT DOES A SPACE AVAILABILITY REPORT CONTAIN?

15

16 A. A space availability report provides detailed information on space  
17 availability and price quotes. The information provided is sufficient to  
18 enable an ALEC to place a firm order.

19

20 Q. WHAT IS THE BASIS OF BELLSOUTH'S POSITION?

21

22 A. First, BellSouth believes that the Commission has fully considered this  
23 issue and arrived at a reasonable decision in its Order No. PSC-00-  
24 0941-FOF-TP, issued on May 11, 2000 (May order) in the Generic  
25 Collocation Docket (Docket Nos. 981834-TP and 990321-TP). In that



1 order, under Section II. ILEC Response To An Application For  
2 Collocation, the Commission stated:

3

4 ...we believe a single set of intervals would best present uniform  
5 standards for ILECs in responding to multiple applications...

6

7 In conclusion, we hereby require ILECs to respond to a  
8 complete and correct application for collocation within 15  
9 calendar days. This response shall provide sufficient  
10 information to enable an ALEC to place a firm order, including  
11 information on space availability and price quotes. When an  
12 ALEC submits ten or more applications within ten calendar  
13 days, the initial 15-day response period will increase by 10 days  
14 for every additional 10 applications or fraction thereof when the  
15 ALEC submits 10 or more applications within a 10-day period.

16

17 Second, BellSouth believes that it is self evident that multiple requests  
18 received at or near the same time thrust an additional workload beyond  
19 that which BellSouth would normally be staffed to accommodate. The  
20 additional time proposed by BellSouth to process multiple requests of  
21 10 or more is reasonable in light of the detailed information that must  
22 be provided.

23

24 BellSouth requests the Commission find that the parties should adopt  
25 the intervals in PSC-00-0941-FOF-TP for resolution of this issue,

1           thereby advancing the Commission's stated preference for uniformity  
2           and avoiding needless administrative complexity.

3

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

7

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

9

10   A.    BellSouth believes it would be redundant to include language in its  
11       interconnection agreement with Sprint dealing with the ability of the  
12       parties to negotiate a demarcation point different from Sprint's  
13       collocation space, up to and including the conventional distribution  
14       frame. This matter has been fully considered, and, indeed,  
15       reconsidered in the Generic Collocation Docket. In the Commission's  
16       May order, under Section IX. Demarcation Point Between ILEC And  
17       ALEC Facilities, the Commission stated:

18

19           We are persuaded that the ALEC's collocation site is the  
20           appropriate demarcation point. The demarcation point is the  
21           point at which each carrier is responsible for all activities on its  
22           side. The evidence of record clearly shows that, currently,  
23           ALECs are not allowed to manage or control the area outside of  
24           their collocation space. Moreover, establishing a demarcation  
25           point outside of an ALEC's collocation space could prohibit

1           ALECs from managing or maintaining their cabling on their side  
2           of the demarcation point without a BellSouth Certified  
3           Contractor. Therefore, we find that the ALEC's collocation  
4           space is the appropriate demarcation point.

5

6           Furthermore, we agree that because the ILECs manage the  
7           cabling and cable racking in the common area, the ILEC should  
8           designate the location of such a point at the perimeter of an  
9           ALEC's space...

10

11           In that same order, the Commission permitted the parties to negotiate  
12           an alternative demarcation point:

13

14           Although the FCC prohibits ILECs from requiring POT bays or  
15           other intermediate points of interconnection, ALECs are not  
16           prohibited from choosing to use them. Therefore, ILECs and  
17           ALECs may negotiate other demarcation points up to the CDF.  
18           However, if terms cannot be reached between the carriers, the  
19           ALEC's collocation site shall be the default demarcation point.

20

21           BellSouth will comply with the Commission's May order regarding the  
22           demarcation point and will establish said point at a location at the  
23           perimeter of the collocation space unless Sprint and BellSouth can  
24           agree on some other arrangement.

25

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

4

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

6

7 A. BellSouth believes this matter has been decided by the Commission in  
8 the Generic Collocation Docket. On October 17, 2000, the  
9 Commission adopted the Staff's July 20, 2000 Recommendation on  
10 Issue 2 of various motions for reconsideration in the Generic  
11 Collocation Docket. Part II of Issue 2 of the Staff's recommendations  
12 states:

13

14 Staff recommends that BellSouth and GTEFL's Motions for  
15 Reconsideration regarding conversion of virtual to physical  
16 collocation be granted. In view of the fact that a federal court  
17 has now rendered an interpretation of federal law that is directly  
18 contrary to this Commission's interpretation on this point, staff  
19 believes that the Commission's decision on this point may be  
20 considered in error. In conformance with the U. S. Court of  
21 Appeals for the D. C. Circuit's ruling (DC Circuit or Court), the  
22 Commission should determine that the ILEC, rather than the  
23 ALEC, may determine where the ALEC's physical collocation  
24 equipment should be placed within a central office, even in  
25 situations where the ALEC is converting from virtual to physical

1 collocation.

2

3 Q. GIVEN THE D. C. COURT'S RECENT DECISION AND THE  
4 COMMISSION'S RESULTING ADOPTION OF THE STAFF'S  
5 RECOMMENDATION, PLEASE GIVE BELL SOUTH'S POSITION ON  
6 CONVERSION OF VIRTUAL COLLOCATION ARRANGEMENTS TO  
7 PHYSICAL COLLOCATION ARRANGEMENTS.

8

9 A. BellSouth will often authorize the conversion of virtual collocation  
10 arrangements to physical collocation arrangements without requiring  
11 the relocation of the virtual arrangement.

12

13 BellSouth considers the following prior to authorizing a conversion of a  
14 virtual collocation arrangement to a physical collocation arrangement:

15

16 1. Whether there is a change in the amount of equipment or a change  
17 to the arrangement of the existing equipment, such as re-cabling of  
18 the equipment;

19

20 2. Whether the conversion of the virtual collocation arrangement  
21 would cause the arrangement to be located in the area of the  
22 premises reserved for BellSouth's forecast of future growth;

23

24 3. Whether, due to the location of the virtual collocation arrangement,  
the conversion of said arrangement to a physical collocation  
arrangement would impact BellSouth's ability to "take reasonable

1 steps to protect its own equipment, such as enclosing the  
2 equipment in its own cage ....” (FCC 99-48, Paragraph 42).

3 4. Whether BellSouth and the requesting collocator have an  
4 agreement that is in compliance with the FCC's rules.

5 5. Whether there are extenuating circumstances or technical reasons  
6 that would make the arrangement a safety hazard within the  
7 premises or otherwise not be in conformance with the terms and  
8 conditions of the collocation agreement.

9 6. Whether there are other considerations with respect to the  
10 placement of a collocation arrangement including cabling distances  
11 between related equipment, the grouping of equipment into families  
12 of equipment, the equipment's electrical grounding requirements,  
13 and future growth needs that would make the conversion  
14 impractical.

15

16 BellSouth considers all these issues with the overall goal of making the  
17 most efficient use of available space to ensure that as many ALECs as  
18 possible are able to collocate in the space available.

19

20 **Issue 22: Should Sprint be required to pay the entire cost of make-ready**  
21 **work prior to BellSouth's satisfactory completion of the work?**

22

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

24

25 A. "Make-ready work" refers to all work performed by BellSouth or its

1 contractors to prepare BellSouth's conduit systems, poles or anchors  
2 and related facilities for the requested occupancy or attachment of an  
3 ALEC's facilities by requesting ALECs. Sprint should be required to  
4 pay in advance for any such work Sprint requests BellSouth to perform  
5 as do other ALECs that have signed BellSouth's standard License  
6 Agreement for Rights of Way (ROW), Conduits, and Pole Attachments.  
7 BellSouth should not be required to finance Sprint's business plans.  
8

9 Q. WHAT IS YOUR UNDERSTANDING OF SPRINT'S POSITION?  
10

11 A. Sprint's position is that a requirement for advance payment would  
12 deprive Sprint of its primary recourse in the event that the work is not  
13 performed in a satisfactory manner – a position with which I do not  
14 agree. It is not unusual for contractors to require payment in advance.  
15 Furthermore, there is no harm to Sprint, given Sprint's offer to pay half  
16 the amount due in advance in any event and Sprint's position that it will  
17 pay BellSouth the remainder upon completion of the work to Sprint's  
18 satisfaction. The inclusion of Sprint's proposal into the proposed  
19 interconnection agreement, and therefore ultimately in other  
20 interconnection agreements (through Section 15 of BellSouth's  
21 standard interconnection agreement), would simply invite baseless  
22 disputes over whether the work was "satisfactorily" completed as a  
23 means of delaying payment. Sprint, and other ALECs, have effective  
24 means of recourse should they believe a work request was not  
25 completed in a satisfactory manner.

1

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

6

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

8

9 A. BellSouth believes that this issue has been determined by the  
10 Commission in its Order No. PSC-99-1744-PAA-TP issued September  
11 7, 1999, in Docket Nos. 981834-TP and 990321-TP. On page 11 of  
12 that order, the Commission stated the following:

13

14 Therefore, we adopt the following requirement:

15

16 The ILEC shall file with the Commission a Petition for Waiver of  
17 the Collocation Requirements within 20 calendar days of filing  
18 its Notice Of Intent to request a waiver. The Petition shall  
19 include the following information:

20

(1) Central Office Language Identifier, where applicable.

21

(2) Identity of the Requesting ALEC(s), including the amount of  
22 space sought.

22

23

(3) Total amount of space at the premises.

24

(4) Floor Plans, including measurements of the ILEC's premises  
25 showing:



- 1 a. Space housing ILEC network equipment nonregulated  
 2 services space, or administrative offices;  
 3 b. Space housing obsolete or unused equipment;  
 4 c. Space that does not currently house ILEC equipment or  
 5 administrative offices but is reserved by the ILEC for  
 6 future use, including the intended purpose of each area  
 7 and the forecasted year of use;  
 8 d. Space occupied by collocators for the purpose of network  
 9 interconnection or access to unbundled network  
 10 elements;  
 11 e. Space, if any, occupied by third parties for other  
 12 purposes, including identification of the uses of such  
 13 space;  
 14 f. Remaining space, if any;  
 15 g. Identification of switch turnaround plans and other  
 16 equipment removal plans and timelines, if any;  
 17 h. Central office rearrangement/expansion plans, if any, and  
 18 i. Description of other plans, if any that may relieve space  
 19 exhaustion. [underlining added for emphasis]

20 (5) Floor loading requirements

21

22 In that same order, the Commission made provisions for ALEC tours of  
 23 offices for which collocation requests are denied by ILECs, provisions  
 24 for PSC Staff tours at the same time, and post-tour reports by all three  
 25 parties. These measures ensure that any concerns about BellSouth's

1 use of space for itself or its affiliates may be fully reviewed by the  
2 Commission during the waiver process.

3

4 BellSouth has complied and will continue to comply with the  
5 Commission's order. BellSouth believes the information being  
6 provided to ALECs to be in compliance with the Commission's order  
7 and to be sufficient for the ALECs and, if necessary, for the  
8 Commission to determine the reasonableness of BellSouth's denial of  
9 a physical collocation request.

10

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

13

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

15

16 A. BellSouth will remove obsolete equipment from its premises upon  
17 request. If, at an ALEC's request, BellSouth is required to remove  
18 unused obsolete equipment ahead of its scheduled removal, BellSouth  
19 will comply with such a request at the expense of the ALEC.

20

21 Q. WHAT IS THE BASIS OF BELLSOUTH'S POSITION?

22

23 A. First of all, it is obvious that it takes time and money to remove  
24 obsolete equipment, and the removal itself should be done carefully so  
25 as not to disrupt customer service provided by other equipment which

1 is located nearby or which shares infrastructure components.  
2 BellSouth removes unused obsolete equipment on a schedule  
3 coordinated with other similar activities to be performed within the  
4 central office premises. It is BellSouth's intent to proactively remove  
5 unused obsolete equipment prior to a central office reaching exhaust.  
6 In the normal course of events, BellSouth believes the removal of  
7 obsolete equipment will not arise as an issue. However, should it  
8 become an issue, and BellSouth is requested to act ahead of its  
9 normal removal schedule, the requesting ALEC should bear the  
10 appropriate costs. These could include, but not necessarily be limited  
11 to, such costs as the time value of money, and the cost of opening an  
12 unplanned equipment removal job.

13

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

18

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

20

21 A. BellSouth believes that this issue has been determined by the  
22 Commission in its September 7, 1999 order. The excerpt from the  
23 Commission's order I quoted in my discussion of Issue 32 earlier in my  
24 testimony is equally applicable here. BellSouth has complied with and  
25 will continue to comply with the Commission's order. BellSouth

1 believes the information being provided to ALECs to be in compliance  
2 with the Commission's order and to be sufficient for the ALECs and, if  
3 necessary, for the Commission to determine the reasonableness of  
4 BellSouth's denial of a physical collocation request. The engineering  
5 drawings BellSouth furnishes are a standard 36-inch width, but the  
6 length may vary depending upon the size of the building. Any further  
7 specificity in an interconnection agreement with regard to the details of  
8 what will be furnished would unnecessarily add to the administrative  
9 complexity of the process.

10

11 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

12

13 A. Yes.

1 Bellsouth Telecommunications, Inc.  
2 Rebuttal Testimony of W. Keith Milner  
3 Before the Florida Public Service Commission  
4 Docket No. 000828-TP  
5 December 1, 2000  
6

7 Q. Please state your name, your business address, and  
8 your position with Bellsouth Telecommunications, Inc.  
9 ("Bellsouth").  
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 position since  
14 February 1996.  
15

16 Q. Are you the same W. Keith Milner who earlier filed  
17 direct testimony in this docket?  
18

19 A. Yes.  
20

21 Q. What is the purpose of your rebuttal testimony?  
22

23 A. I will respond to the testimony of Sprint witness Melissa Cloz as it  
24 pertains to Issues 18, 21, 22, 32, 33, and 34; and to Sprint witness Angela  
25 Oliver as it pertains to certain technical matters related to Issue 9.

1

2 Rebuttal to Ms. Closz

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

6

7 Q. DO YOU BELIEVE THAT THE TWO PARTIES ARE STILL IN  
8 DISAGREEMENT ON THIS ISSUE?

9

10 A. Not entirely. On page 6 of my direct testimony, I stated the following:

11

12 BellSouth will comply with the Commission's May order regarding  
13 the demarcation point and will establish said point at a location at  
14 the perimeter of the collocation space unless Sprint and BellSouth  
15 can agree on some other arrangement.

16

17 On page 8 of her testimony, Ms. Closz states that Sprint wishes to comply  
18 with that same order. Therefore, the parties cannot be very far apart.

19

20 Q. ON PAGE 9 HER TESTIMONY, MS. CLOSZ STATES "BELLSOUTH,  
21 HOWEVER, HAS INTERPRETED THE COMMISSION'S DECISION TO  
22 MEAN THAT AN ALTERNATIVE DEMARCATION POINT MAY BE  
23 'NEGOTIATED', BUT THAT THE ALTERNATE SITE MUST BE USED  
24 FOR ALL COLLOCATION IN ALL LOCATIONS OVER THE COURSE OF  
25 THE NEXT THREE YEARS." PLEASE COMMENT.

1

2 A. BellSouth's position is that the default demarcation point (perimeter)  
3 should be set forth in the agreement and should apply to all collocation  
4 requests under that agreement, unless the parties agree otherwise.  
5 BellSouth does not believe that the Commission's order *requires*  
6 negotiation on a case by case basis, but merely that the parties *may*  
7 negotiate for a demarcation point other than at the perimeter of the  
8 collocation arrangement.

9

10 **Issue 22: Should Sprint be required to pay the entire cost of make-ready**  
11 **work prior to BellSouth's satisfactory completion of the work?**

12

13 Q. ON PAGE 14, LINES 4-5, MS. CLOSZ STATES THAT SPRINT IS  
14 WILLING TO PAY "HALF OF THE CHARGES UPON SATISFACTORY  
15 COMPLETION OF THE WORK." PLEASE COMMENT.

16

17 A. Sprint's position leads to the obvious question of who will determine  
18 whether the work is "satisfactory." BellSouth believes such a position, if  
19 embodied in Sprint's and other ALECs' interconnection agreements would  
20 inevitably lead to delayed payments based on meritless claims.

21

22 Q. ON PAGE 14, LINES 7-12, DOES MS. CLOSZ CORRECTLY STATE  
23 BELL SOUTH'S POLICY ON ADVANCE PAYMENT FOR MAKE-READY  
24 WORK AND RECEIPT OF PAYMENT BEFORE SCHEDULING THE  
25 WORK?

1

2 A. Yes, but as stated by Ms. Closz, it might be implied that the policy applies  
3 only to Sprint. The policy applies in the same manner to all ALECs and  
4 others who request access to BellSouth's poles, ducts, and conduits. If all  
5 others are successfully operating under the policy, one must wonder why  
6 Sprint cannot do the same.

7

8 Q. ON PAGE 14, LINE 20, MS. CLOSZ STATES THAT "SPRINT WILL  
9 HAVE NO LEVERAGE WITH BELLSOUTH...." PLEASE COMMENT.

10

11 A. I believe Ms. Closz greatly understates Sprint's demonstrated capability to  
12 file claims against BellSouth, including making claims to this Commission.  
13 As a practical matter, BellSouth's managers are fully empowered to adjust  
14 billing should, for whatever reason, a particular project be determined to  
15 be unsatisfactory. Despite our regulatory differences, Sprint is a valued  
16 customer of BellSouth and will be treated accordingly.

17

18 Q. ON PAGE 14, LINE 22, MS. CLOSZ STATES THAT BELLSOUTH "WILL  
19 HAVE NO FINANCIAL INCENTIVE TO COMPLETE THE JOB IN A  
20 TIMELY AND ACCURATE FASHION." PLEASE COMMENT.

21

22 A. Ms. Closz is incorrect. BellSouth has numerous incentives to perform its  
23 responsibilities promptly and completely. Among them: BellSouth is proud  
24 of numerous awards it has won for high levels of customer service and  
25 satisfaction. Poorly done work must be redone at further cost and without



1 additional revenue. Unsatisfactory work could lead to legal claims and  
2 their associated costs.

3

4 Q. ON PAGE 15, LINES 8-10, MS. CLOSZ STATES “..THAT BELLSOUTH  
5 IS NOW MOVING FURTHER AWAY FROM SUBSTANTIAL UP-FRONT  
6 PAYMENTS AND IS ADVOCATING MONTHLY RECURRING CHARGES  
7 TO PAY FOR COLLOCATION SPACE PREPARATION.” IS MS. CLOSZ  
8 CORRECT?

9

10 A. No. Ms. Closz is confusing BellSouth’s use of standardized pricing on a  
11 recurring basis for collocation space with BellSouth’s pricing policies for  
12 poles, ducts, and conduits. These are two separate offerings with little if  
13 anything in common. While I am not a costing expert, it is my  
14 understanding that the use of standardized pricing for collocation complies  
15 with Total Element Long Run Incremental Cost (TELRIC) requirements.  
16 By contrast, BellSouth’s rates for poles, ducts, and conduits are based on  
17 an FCC formula.

18

19 Q. ON PAGE 15, LINE 21 OF HER TESTIMONY, MS. CLOSZ QUESTIONS  
20 “... THE PRACTICAL IMPACT OF BELLSOUTH’S POLICY ON  
21 REQUESTING CARRIERS.” WHAT DO YOU BELIEVE IS THE  
22 CORRECT ANSWER TO THIS QUESTION?

23

24 A. I believe the practical impact from acceding to Sprint’s request will be an  
25 increase in administrative costs for both companies. BellSouth will

1 complete its work in a satisfactory manner; therefore, the issue of  
2 unsatisfactory completion will not arise. Rather, under Sprint's proposal,  
3 there will always be two payments rather than one, separated only by the  
4 limited time required to schedule and complete the actual work required.  
5 Thus, the two-payment idea simply is a waste of time.

6

7 Q. IN HER ANSWER TO THE PRECEDING QUESTION, MS. CLOSZ  
8 FOCUSES UPON THE ALLEGED TIME SPENT IN PERSONAL  
9 APPEALS AND ESCALATIONS TO RESOLVE UNSATISFACTORY  
10 WORK. PLEASE COMMENT.

11

12 A. I believe Ms. Cloz is mistaken on two points. First, as I have pointed out  
13 earlier, BellSouth completes its work in a satisfactory manner in the  
14 overwhelmingly number of cases. For example, of fifty-six make-ready  
15 jobs undertaken thus far in Florida in 2000, all were completed  
16 satisfactorily and none resulted in a complaint of the type envisioned by  
17 Ms. Cloz. Second, I believe it is questionable whether the possibility of a  
18 delayed payment as proposed by Sprint, will, as a practical matter, serve  
19 as an incentive to those actually involved in the completion of make-ready  
20 work.

21

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

1

2 Q. WHAT IS YOUR RESPONSE TO SPRINT'S POSITION ON THIS ISSUE  
3 AS STATED ON PAGE 17, LINES 8-14, OF MS. CLOSZ'S TESTIMONY?

4

5 A. As I set forth in my direct testimony, BellSouth believes that the solution to  
6 this issue has been determined by the Commission in its Order No. PSC-  
7 99-1744-PAA-TP issued September 7, 1999, in Docket Nos. 981834-TP  
8 and 990321-TP. Sprint was a party to those dockets and had every  
9 opportunity to bring forth its concerns in its filings in those dockets.  
10 Sprint's failure to do so, or to do so in a persuasive manner, is not  
11 sufficient cause for this Commission to rehear the matter. Indeed, this  
12 matter was not even an issue raised by Sprint in its motion for  
13 reconsideration of the Commission's September 7, 1999 order. As a  
14 result, the Commission's decisions regarding this issue became final with  
15 the Commission's Order No. PSC-00-2190-PCO-TP issued November 17,  
16 2000.

17

18 Q. HAVE OTHER STATE COMMISSIONS CONSIDERED THIS ISSUE?

19

20 A. Yes. The Georgia Public Service Commission in its Order dated July 23,  
21 1999, in Docket No. 10429-U resolved this issue in a manner similar to  
22 that of this Commission. The Georgia docket was conducted for the  
23 express purpose of establishing procedures for the handling of collocation  
24 waiver requests filed by ILECs. Sprint participated in that docket. The  
25 Commission's order endorsed the parties' consensus regarding the

1 information to be provided when an ILEC seeks a collocation waiver  
2 including: (1) "All available information used by the ILEC to determine that  
3 there was no space available (e.g. worksheets, and marked engineering  
4 drawings with available project numbers)"; (2) "Detailed engineering  
5 drawings with project codes / available project numbers for all reserved  
6 space [including general descriptions and planned retirements]"; and (3)  
7 A "completed physical collocation floor space worksheet."

8  
9 BellSouth has incorporated the requirements of both Commissions in its  
10 standard operating procedures and believes those procedures are  
11 meeting the ALECs' legitimate needs for collocation space planning  
12 information.

13  
14 Q. WHAT IS YOUR RESPONSE TO MS. CLOSZ'S STATEMENT ON PAGE  
15 17, LINES 19-20 THAT "BELLSOUTH PROPOSES ONLY TO PROVIDE  
16 JUSTIFICATION FOR THE RESERVED SPACE TO THE COMMISSION  
17 BASED ON WHATEVER THE COMMISSION CURRENTLY  
18 REQUIRES"?

19  
20 A. I find it surprising that Ms. Closz suggests that BellSouth's actions to  
21 comply with this Commission's requirements would constitute inadequate  
22 justification for its space reservation information practices.

23  
24 Q. IN HER TESTIMONY, ON PAGES 18-19, CONCERNING SPRINT'S  
25 DESIRE FOR ACCESS TO BELLSOUTH'S DEMAND AND FACILITY

1 FORECASTS, DOES MS. CLOSZ ESTABLISH ANY BASIS FOR THE  
2 COMMISSION'S CONSIDERATION OF SUCH A REQUEST?

3

4 A. I believe the kind of demand and facility forecasts being requested by  
5 Sprint are exactly what was requested, unsuccessfully, by Sprint in the  
6 Georgia workshops conducted as part of the docket referenced above.  
7 BellSouth should not be required to divulge sensitive business information  
8 to its competitors when other information it has been required to provide  
9 has been found to be adequate to respond to Sprint's legitimate interests.

10

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

13

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

15

16 A. BellSouth believes that this issue has been resolved. If it is not resolved,  
17 BellSouth reserves the right to supplement its testimony to address this  
18 issue.

19

20 **Issue 34: Upon denial of a Sprint request for physical collocation, and prior**  
21 **to the walkthrough, should BellSouth be required to provide full-sized (e.g.,**  
22 **24-inch x 36-inch) engineering floor plans and engineering forecasts for the**  
23 **premises in question?**

24

25 Q. ON PAGE 24, LINES 12-13, MS. CLOSZ STATES THAT "BELLSOUTH'S

1 POSITION IS THAT IT WILL PROVIDE TO SPRINT WHATEVER IT HAS  
2 BEEN REQUIRED TO PROVIDE TO THE COMMISSION." PLEASE  
3 COMMENT.  
4

5 A. I fail to see how Sprint can complain about this position. If what BellSouth  
6 furnishes this Commission is adequate for this Commission to determine  
7 the reasonableness of a BellSouth denial of collocation space, that same  
8 documentation should be adequate for Sprint's purposes as well. As I  
9 discussed earlier, Sprint participated in the hearings at which the  
10 requirements embodied in this Commission's September 7, 1999, order  
11 were debated. Sprint has offered no valid reason why this matter should  
12 be considered again. Further, the level of detail Sprint apparently wants is  
13 not required to make a determination of whether sufficient space exists for  
14 collocation. BellSouth has a right to protect its proprietary information  
15 from its competitors. The quantities, types, and configurations of its  
16 equipment are proprietary because it reveals BellSouth's capabilities in a  
17 given central office to provide certain types of competitive services.  
18

19 Q. WHAT IS YOUR RESPONSE TO THE QUESTION AND ANSWER ON  
20 PAGES 25-26 OF MS. CLOSZ'S TESTIMONY CONCERNING THE  
21 PROVISION OF ENGINEERING FORECAST INFORMATION WHEN  
22 COLLOCATION SPACE HAS BEEN DENIED?  
23

24 A. As discussed in Issue 32, BellSouth believes the type of engineering  
25 forecast information being requested by Sprint is unnecessarily intrusive

1 into BellSouth's business and are beyond the requirements embodied in  
2 the orders of this Commission. For a more detailed discussion, the  
3 Commission may refer to my direct and rebuttal testimony with regard to  
4 Issue 32.

5  
6 Rebuttal to Ms. Oliver

7 **Issue No. 9: Should the parties' Agreement contain language providing**  
8 **Sprint with the ability to transport multi-jurisdictional traffic over the same**  
9 **trunk groups, including access trunk groups?**

10  
11 Q. WHAT IS BELL SOUTH'S UNDERSTANDING OF THE PARTIES  
12 POSITIONS ON THIS ISSUE?

13  
14 A. BellSouth's understanding of the parties' positions on this issue is clearly  
15 stated in Mr. John Ruscilli's pre-filed direct testimony beginning on page  
16 32 at line 11. BellSouth believes that Sprint is asking that BellSouth, in  
17 lieu of establishing a reciprocal trunk group in some central offices, place  
18 all originating and/or terminating traffic, local or non-local, over direct end  
19 office switched access Feature Group D trunks. BellSouth has  
20 determined that Sprint's request appears to be technically feasible, but not  
21 without cost. BellSouth has also determined that existing access service  
22 arrangements do not permit Sprint to receive the service it has requested  
23 without significant modifications to those arrangements.

24  
25 Q. SPRINT STATES ON PAGE 4, LINES 1-13, THAT ALECS, SUCH AS

1 SPRINT "REQUIRE THE FLEXIBILITY IN INTERCONNECTING THEIR  
2 NETWORKS" AND "BELLSOUTH HAS PROPOSED RESTRICTIONS ON  
3 THE METHOD OF INTERCONNECTION ...AS WELL AS  
4 RESTRICTIONS ON THE TYPE OF TRAFFIC THAT CAN BE PLACED  
5 ON SPECIFIC TRUNK GROUPS..." IS BELLSOUTH ATTEMPTING TO  
6 DENY, IN ANY MANNER, THE FLEXIBILITY SPRINT IS REQUESTING?  
7

8 A. No. The agreement currently being negotiated provides for  
9 interconnection at any technically feasible point within BellSouth's  
10 network. The language detailing the method for interconnection includes  
11 (1) physical collocation interconnection; (2) virtual collocation  
12 interconnection; (3) leased facilities interconnection; (4) fiber meet  
13 interconnection; and, (5) other methods as mutually agreed to by the  
14 Parties. Both Sprint and BellSouth have agreed that language regarding  
15 these methods of interconnection be included in the agreement under  
16 negotiation. BellSouth is at a loss to understand Ms. Oliver's reference to  
17 restrictions that BellSouth has allegedly proposed as to the methods of  
18 interconnection.  
19

20 Further, in the sections of the agreement under negotiation dealing with  
21 interconnection trunking, BellSouth and Sprint have agreed to work  
22 cooperatively to establish the most efficient trunking network in  
23 accordance with the provisions of the agreement and accepted industry  
24 practices. It has further been agreed that any Sprint request that requires  
25 special BellSouth translations and other network modifications will require



1 Sprint to submit a Bona Fide Request (BFR) for determination of feasibility  
2 and cost. BellSouth has, during negotiations with Sprint, detailed the  
3 various standard trunking architectures that BellSouth has developed.  
4 These architectures set forth the arrangements for which BellSouth has  
5 established standard translations as well as field methods and procedures  
6 for ordering and provisioning. It is against these standard architectures  
7 that Sprint's request in its BFR is to be evaluated. The intent is not to  
8 propose restrictions; the intent is to provide a clearly defined frame of  
9 reference for the processing of Sprint's BFR. In other words, it is only  
10 when Sprint and BellSouth have a mutual understanding of BellSouth's  
11 present network architecture and processes that the request Sprint is  
12 making of BellSouth can be properly evaluated in terms of the costs  
13 involved to change existing network arrangements.

14  
15 Q. PLEASE DESCRIBE YOUR NEGOTIATIONS WITH SPRINT ON THIS  
16 ISSUE.

17  
18 A. BellSouth has negotiated in good faith with Sprint on all local  
19 interconnection issues. In fact, with respect to this issue, BellSouth, on  
20 October 5, 2000, had its network and billing subject matter experts and  
21 other personnel meet with Sprint to discuss the details of Sprint's request.  
22 After much discussion, it was determined that Sprint's request is  
23 technically feasible. Additionally, it was determined that provisioning this  
24 request would generate additional costs to BellSouth, that these costs  
25 would need to be quantified, and that Sprint would need to agree to

1 payment of these costs before implementation could begin.

2

3 Q. HAVE BELLSOUTH'S SUBJECT MATTER EXPERTS MET  
4 SUBSEQUENT TO THE OCTOBER 5 MEETING TO WORK THROUGH  
5 THE DETAILS OF SPRINT'S REQUEST AND TO DETERMINE THE  
6 INCREMENTAL COSTS OF IMPLEMENTING SPRINT'S REQUEST?

7

8 A. Yes. A meeting of BellSouth's subject matter experts was held on  
9 November 1, 2000. The group reconfirmed their earlier determination  
10 that, based on the general nature of Sprint's request, Sprint's request  
11 appeared to be technically feasible. The group's focus then turned to the  
12 determination of order-of-magnitude costs were Sprint's request to be  
13 implemented.

14

15 Q. PLEASE DESCRIBE THE NATURE OF THE INCREMENTAL COSTS  
16 QUANTIFIED BY BELLSOUTH.

17

18 A. For a long distance call originating from a BellSouth end user that is  
19 presubscribed to Sprint-the-IXC, BellSouth routes the long distance call to  
20 Sprint's switched access trunks, based on the PIC (Primary Interexchange  
21 Carrier) assigned to the end user's line. To implement Sprint's proposal of  
22 routing local calls to this same switched access trunk group, BellSouth's  
23 routing process will need to be manually altered to analyze all intraLATA  
24 NXX codes. This is necessary since Sprint is asking BellSouth to route  
25 calls to a Sprint switch where the NPA-NXX code does not reside per the

1 LERG (Local Exchange Routing Guide). The current call routing  
2 instructions are issued in compliance with the industry standard,  
3 Telecordia defined, Routing Rules for a Hierarchical Network. Industry  
4 standards require a “tandem company”, of which BellSouth is one, to route  
5 calls in this manner.

6  
7 Implementation of Sprint’s request will require deviation from the  
8 mechanized industry standard call routing process described above. In its  
9 place will be the application of “exception routing”, performed on a non-  
10 standard, manually developed basis for each BellSouth end office switch  
11 and tandem switch, in order to circumvent established routing rules for  
12 Sprint’s NXX codes. BellSouth anticipates that the routing of subsequent  
13 Sprint NXX codes would also require updating on a manual basis. To  
14 determine which codes are assigned to Sprint requires a non-standard  
15 look-up of all codes to segregate those assigned to Sprint. This look-up  
16 does not occur today and would be unique to Sprint.

17  
18 Q. GIVEN THE PROCESS CHANGES YOU HAVE DESCRIBED, WHAT  
19 APPROXIMATION OF COSTS HAS BELL SOUTH IDENTIFIED THUS  
20 FAR?

21  
22 A. While I am not a costing expert, from a network provisioning and  
23 operations perspective the costs identified thus far for performing the  
24 manual call routing process necessary to allow for originating local  
25 interconnection traffic over switched access Feature Group D trunks fall

1 into the following categories: (1) Routing Costs; (2) Translations Costs; (3)  
2 Ordering Costs; and (4) Billing Costs. All of the costs discussed herein  
3 are order-of-magnitude estimates only and have not been processed  
4 through BellSouth's normal costing procedures.

5  
6 Q. IS BELLSOUTH ASKING THIS COMMISSION TO APPROVE ANY  
7 COSTS IN THIS PROCEEDING?

8  
9 A. No. Such a request would be completely premature. As I have already  
10 stated, all cost estimates discussed herein are order-of-magnitude and  
11 preliminary and are intended solely to give Sprint and this Commission an  
12 idea of the scope of the costs involved. BellSouth is merely seeking the  
13 Commission's understanding of the potential costs involved in what  
14 appears on the surface to be a disarmingly simple request by Sprint.  
15 BellSouth believes Sprint needs to first consider the preliminary costs  
16 estimates BellSouth has developed. If Sprint then wishes to proceed in  
17 light of that information, BellSouth believes the provisions for BFRs in the  
18 interconnection agreement, already agreed to by the parties, are adequate  
19 to further process and potentially implement Sprint's request.

20  
21 Q. PLEASE DESCRIBE BELLSOUTH'S ESTIMATE OF ROUTING COSTS.

22  
23 A. The first area of routing costs involves the daily analysis of new or  
24 modified NPA-NXX codes to identify which, if any, new codes have been  
25 assigned to Sprint and then to develop the exception routing instructions

1 for the BellSouth end office switches involved in routing "Local" over  
2 switched access Feature Group D trunks for those Sprint NPA-NXXs. If  
3 this analysis is done manually, BellSouth will require one additional routing  
4 analyst in each state to perform this work. Across BellSouth's nine-state  
5 region, this equates to nine new Pay Grade 58 management positions at  
6 an approximate annual loaded labor cost of \$100,000 each. This cost  
7 would be incremental to the Sprint request and would be duplicated for  
8 any other ALEC requesting "Local" over switched access Feature Group D  
9 routing.

10  
11 To accomplish this analysis work in a mechanized manner, an  
12 enhancement to the Advanced Routing and Trunking System (ARTS) will  
13 be required, at an estimated cost of \$500,000 to \$750,000, and will require  
14 a lead time of six to nine months. This cost would be shared among all  
15 ALECs requesting "Local" over switched access Feature Group D routing.  
16 At the present time, Sprint is the only ALEC requesting such  
17 interconnection.

18  
19 The second area of routing costs involves the validation of routing  
20 instructions. When routing instructions are developed, BellSouth  
21 personnel known as "routers" are assigned to validate these instructions  
22 before they are sent forward for implementation. If these validations are  
23 not made, there is strong potential for call routing errors, which will result  
24 in incomplete calls and customer dissatisfaction. The validation of  
25 exception routing instructions for "Local" over switched access Feature

1 Group D is estimated to require one additional routing analyst in each  
2 state. Across BellSouth's region, this equates to an additional nine new  
3 Pay Grade 58 management positions at an approximate annual loaded  
4 labor cost of \$100,000 each. This cost is incremental to the Sprint request  
5 and would be duplicated for any other ALEC requesting "Local" over  
6 switched access Feature Group D. It is standard procedure for routers to  
7 validate routing instructions. However, another layer of validation will be  
8 required to accommodate Sprint's request for local over Feature Group D  
9 trunks. Type 1 wireless originating calls must be excluded from the local  
10 over Feature Group D project. Therefore, in addition to the normal  
11 validation, routers will have to make sure that all Type 1 wireless codes  
12 served by a BellSouth end office switch route differently from the  
13 BellSouth NPA-NXX codes. This requires an extensive manual validation  
14 process because each code will have to be routed and validated  
15 separately.

16  
17 Q. PLEASE DESCRIBE BELLSOUTH'S ESTIMATE OF TRANSLATIONS  
18 COSTS.

19  
20 A. The first area of translations costs occurs at the end office switches  
21 involved in "Local" over switched access Feature Group D. Because  
22 Wireless Type 1 traffic cannot be routed to Feature Group D trunk groups  
23 from the end office, this traffic must be routed to the Common Transport  
24 Trunk Group (CTTG). This causes traffic destined to Sprint NPA-NXXs  
25 from a "Local" over switched access Feature Group D end office to be

1 routed to different trunk groups based upon whether it is from a Wireless  
2 Type 1 service.

3  
4 The second area of translations costs occur at BellSouth's access tandem  
5 switches. Since, per Sprint's request, all BellSouth end offices may not be  
6 involved in routing "Local" over switched access Feature Group D,  
7 screening will need to take place at the access tandem switch to route  
8 traffic from the end offices involved in "Local" over switched access  
9 Feature Group D over the Feature Group D Alternate Final group to  
10 Sprint-the-IXC's switch and route traffic from all other offices over the local  
11 interconnection trunks to Sprint-the-ALEC's switch. Translations efforts  
12 are estimated to require one additional switching equipment technician per  
13 operations center in each of the ten centers in the BellSouth region. This  
14 equates to ten new Wage Scale 32 technicians at an approximate annual  
15 loaded labor cost of \$70,000.

16  
17 Q. WHAT ASSUMPTIONS WERE USED TO DEVELOP THE ABOVE  
18 COSTS?

19  
20 A. The following assumptions were used to develop the costs provided  
21 above:

22 (1) Per Sprint's request, "Local" over switched access Feature Group D  
23 applies only to situations where Sprint-the-IXC has established direct  
24 end office Feature Group D trunking. If BellSouth originated toll traffic  
25 from an end office is delivered to the BellSouth access tandem, then

- 1 "local" traffic will route via the CTTG to the access tandem and then  
2 over local interconnection trunking to the Sprint local switch  
3 (conventional local interconnection trunking architecture).
- 4 (2) When "Local" over switched access Feature Group D is implemented  
5 in a particular BellSouth end office, all originated "local" traffic will route  
6 to Sprint over existing direct end office Feature Group D trunking.
- 7 (3) If BellSouth has already established a direct end office local trunking  
8 arrangement to Sprint from a particular end office, then BellSouth will  
9 not route "Local" over switched access Feature Group D from that end  
10 office.
- 11 (4) Sprint will not overflow more than the capacity that one DS1 (that is, 24  
12 circuits) can accommodate of combined local and switched access  
13 traffic from BellSouth high usage trunk group to the CTTG.
- 14 (5) Sprint must identify which BellSouth end office switches will be  
15 involved in the exception routing of "Local" over switched access  
16 Feature Group D.
- 17 (6) Traffic that is overflowed over the CTTG to the BellSouth access  
18 tandem switch after a first route attempt to the direct end office Feature  
19 Group D trunk group will complete to Sprint-the-IXC's switch over the  
20 Feature Group D Alternate Final trunk group.

21

22 Q. PLEASE DESCRIBE BELLSOUTH'S ESTIMATE OF ORDERING  
23 COSTS.

24

25 A. No incremental ordering costs have been identified at this time, but



1 significant costs may exist in this area.

2

3 Q. PLEASE DESCRIBE BELL SOUTH'S ESTIMATE OF BILLING COSTS.

4

5 A. No incremental billing costs have been identified at this time, but  
6 significant costs may also exist in this area.

7

8 Q. IN HER TESTIMONY BEGINNING ON PAGE 5, LINE 9, MS. OLIVER  
9 STATES THAT "IT IS AN INDUSTRY-WIDE PRACTICE TO COMBINE  
10 INTERLATA AND INTRALATA TRAFFIC ON THE SAME TRUNK  
11 GROUPS". MS. OLIVER THEN QUOTES FROM SR-2275, BELL CORE  
12 NOTES ON THE NETWORKS, ISSUE 3, DECEMBER 1997 NETWORK  
13 DESIGN AND CONFIGURATION, SECTION 4.5.4 COMBINED  
14 CONFIGURATION. ADDITIONALLY, MS. CLOSZ STATES ON PAGE 7,  
15 BEGINNING AT LINE 16, THAT THERE ARE INSTANCES "WHERE  
16 ILECS, INCLUDING BELL SOUTH, HAVE COMBINED MULTI-  
17 JURISDICTIONAL TRAFFIC ON THE SAME TRUNK GROUPS".  
18 PLEASE COMMENT.

19

20 A. There are instances where multi-jurisdictional traffic can be and is  
21 combined on the same trunks. Between the BellSouth end office switch  
22 and the access tandem switch, equal access and non-equal access traffic  
23 can be combined on a common transport trunk group (CTTG). The same  
24 is true of transit trunk groups when ordered by an ALEC. However, this  
25 has nothing to do with Sprint's request for BellSouth to identify and direct

1 local interconnection traffic originating from BellSouth's end users to  
2 Sprint-the-IXC's switched access Feature Group D trunks when the traffic  
3 is destined to Sprint-the-ALEC's switch. The call routing functions  
4 necessary to accomplish Sprint's request have already been discussed.  
5

6 Q. BEGINNING ON PAGE 7, LINES 1-2 OF HER TESTIMONY, MS. OLIVER  
7 STATES THAT THE 1997 INTERCONNECTION AGREEMENT  
8 BETWEEN BELL SOUTH AND SPRINT "ALLOWS FOR THE  
9 COMBINING OF MULTI-JURISDICTIONAL TRAFFIC ON THE SAME  
10 TRUNK GROUP." PLEASE COMMENT.  
11

12 A. The local interconnection contract section Ms. Oliver quotes was and is  
13 intended to allow for Sprint-the-ALEC's end users to complete traffic to  
14 IXCs, other ALECs and BellSouth end users on a single trunk group. As  
15 Sprint is fully aware, the traffic routing issues associated with Sprint's  
16 request are associated with traffic originating from BellSouth's switches  
17 and destined for Sprint's network.  
18

19 Q. WHAT ACTION IS BELL SOUTH REQUESTING THAT THIS  
20 COMMISSION TAKE ON THIS ISSUE?  
21

22 A. BellSouth requests that this Commission defer action on this matter and  
23 direct the parties to continue to negotiate and develop a more complete  
24 understanding of the full implications and costs of Sprint's proposal. While  
25 BellSouth admits that this request may be technically feasible, BellSouth

1 has serious concerns whether it is economically practical. If Sprint desires  
2 to pursue this matter, in light of the potential costs I have described,  
3 BellSouth proposes that Sprint submit a bona fide request so that a  
4 detailed business proposal (including costs and implementation time  
5 required) may be developed.

6

7 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

8

9 A. Yes.

1 BY MR. MEZA:

2 Q Mr. Milner, have you prepared a summary of your  
3 testimony?

4 A Yes, I did.

5 Q Would you please proceed with that summary?

6 A Yes, thank you. Good afternoon, Commissioners.  
7 I originally filed testimony regarding Issues 9, 16, 18,  
8 21, 22, 32, 33, and 34. Since I filed my testimony,  
9 BellSouth and Sprint have made significant progress  
10 resolving issues, so I will summarize my testimony only as  
11 it relates to Issues 9, 22, and 32.

12 Issue 9 asks the question should the parties'  
13 amendment contain language providing Sprint with the  
14 ability to transport multi-jurisdictional traffic over the  
15 same trunk groups, including access trunk groups. What  
16 Sprint is asking here is that BellSouth, in lieu of  
17 establishing a trunk group for reciprocal compensation in  
18 some central offices, instead place all BellSouth's  
19 traffic, whether local or non-local, over direct end  
20 office switched access Feature Group D trunk groups to  
21 Sprint.

22 BellSouth has determined that Sprint's request  
23 is technically feasible, but not without cost. BellSouth  
24 has also determined that existing access service  
25 arrangements do not permit Sprint to receive the service

1 it has requested without significant modifications to  
2 those arrangements, as well.

3           BellSouth has negotiated in good faith with  
4 Sprint on all interconnection issues. In fact, with  
5 respect to this issue on October 5 of 2000, BellSouth  
6 network and billing subject matter experts met with Sprint  
7 to discuss the details of Sprint's request, and after much  
8 discussion it was determined that Sprint's request is  
9 technically feasible. It was also determined that  
10 provisioning this request would cause additional costs to  
11 BellSouth, that these costs would need to be quantified,  
12 and that Sprint would need to agree to the payment of  
13 these costs before implementation could begin.

14           A meeting of BellSouth's subject matter experts  
15 was also held on November 1 of 2000. That group  
16 reconfirmed the earlier determination that Sprint's  
17 request is technically feasible. The group's focus then  
18 turned to the determination of order of magnitude costs  
19 were Sprint's request to be implemented.

20           And while I am not a costing expert, from a  
21 network provisioning and operations perspective, the costs  
22 identified thus far fall into two main categories, or into  
23 four categories, and they are, the routing costs,  
24 translations costs, ordering costs, and billing costs.  
25 Now, the cost estimates that I included in my testimony

1 are merely to give this Commission and Sprint an idea of  
2 the magnitude of the costs involved. So we are just  
3 seeking the Commission's understanding of the potential  
4 costs and what appears on the surface to be a disarmingly  
5 simple request by Sprint.

6           BellSouth believes Sprint needs to first  
7 consider the preliminary cost estimates that BellSouth has  
8 developed, and then if Sprint wishes to proceed in light  
9 of that information, then BellSouth believes the proper  
10 way to handle this is for Sprint to issue a bona fide  
11 request and there is provisions in our interconnection  
12 agreement to do that. The bona fide request then would  
13 determine the more detailed costs and times to implement  
14 Sprint's request.

15           Turning to Issue 22, this issue regards payment  
16 for make-ready work prior to BellSouth's satisfactory  
17 completion of the work. First of all, let me explain that  
18 make-ready work is a phrase we use to refer to work  
19 performed by BellSouth or its contractors to prepare  
20 BellSouth conduit systems, or its telephone poles, or the  
21 anchoring systems such that those facilities can  
22 accommodate an ALEC's facilities, such as Sprint. Sprint  
23 should be required to pay in advance for that work, just  
24 as do all other ALECs who have signed BellSouth's standard  
25 license agreement for rights-of-way, conduits, and pole

1 attachments.

2           Sprint's position is that this requirement would  
3 deprive Sprint of its primary recourse in the event that  
4 the work is not performed in a satisfactory manner, a  
5 position with which I do not agree. First of all, it is  
6 not unusual for contractors to require payment in advance.  
7 The inclusion of Sprint's proposal into the proposed  
8 interconnection agreement and possibly into other  
9 interconnection agreements by those ALECs who adopt this  
10 portion, would encourage baseless disputes over whether  
11 the work was satisfactorily completed simply as a means of  
12 delaying payment. Sprint and other ALECs have effective  
13 means of recourse should they believe a work request was  
14 not completed satisfactorily.

15           COMMISSIONER PALECKI: Have you had any  
16 conversations with Sprint at all with regard to something  
17 between 100 percent and 50/50?

18           THE WITNESS: No, sir, we have not. And the  
19 reason we have not is that our main concern here is just  
20 the administrative burden of having to process two checks  
21 and handle two requests for payment rather than one. So,  
22 we don't think that changing the amount that they give us  
23 in advance really materially effects or doesn't address  
24 satisfactorily our concern which is having to keep up with  
25 two payments instead of one.

1 COMMISSIONER PALECKI: Thank you.

2 THE WITNESS: Certainly.

3 I would also note that BellSouth's managers are  
4 empowered to adjust billing should, for whatever reason, a  
5 particular project be determined to be unsatisfactory.  
6 Despite our regulatory differences, Sprint is a valued  
7 customer of BellSouth and will be treated accordingly.

8 Further, BellSouth already has numerous  
9 incentives to perform its responsibilities promptly and  
10 completely. Among them, first of all, BellSouth is proud  
11 of the awards we receive for high levels of customer  
12 service and satisfaction. Second, poorly done work must  
13 be redone at further cost to BellSouth but without  
14 additional revenue to BellSouth. And obviously  
15 unsatisfactory work could lead to legal claims and the  
16 associated costs.

17 Now, I believe the practical impact from  
18 acceding to Sprint's request would simply be an increase  
19 in administrative costs for both companies. Under  
20 Sprint's proposal there would always be two payments  
21 rather than one. BellSouth completes its work in a  
22 satisfactory manner in an overwhelmingly high percentage  
23 of cases. In fact, of 56 make-ready jobs that we  
24 undertook at request of ALECs in Florida during the year  
25 2000, all of those jobs were completed satisfactorily and



1 none of them resulted in a complaint of the type  
2 envisioned by Sprint.

3           And, finally, I question whether the people that  
4 are actually doing the work would consider an incentive  
5 the fact that Sprint may have made only a partial payment  
6 at the outset of the work commencing.

7           Turning to Issue 32, this is a collocation  
8 waiver issue and addresses what justification, if any,  
9 BellSouth should be required to provide Sprint for the  
10 space that BellSouth reserved for itself or for its  
11 affiliates at the requested premises. First of all,  
12 BellSouth believes that the issue has already been  
13 resolved by the Commission in Dockets 981834-TP and  
14 990321-TP. Sprint was itself a party to those dockets and  
15 had every opportunity to bring forth any concerns it had  
16 in its filings. Sprint's failure to do so or to do so in  
17 an unpersuasive manner is not sufficient cause for this  
18 Commission to rehear the matter.

19           Indeed, this matter was not even an issue raised  
20 by Sprint in its motion for reconsideration of the  
21 Commission's September 7, 1999 order. And as a result,  
22 the Commission's decision regarding this issue became  
23 final on November 17 of 2000. So, the Commission has  
24 already determined the information that BellSouth must  
25 provide with its request for a collocation waiver. In

1 that same order, the Commission made provisions for ALEC  
2 tours of central offices for which collocation had been  
3 denied, as well as provisions for the Commission staff to  
4 make tours of those same central offices and for the  
5 parties to file post-tour reports. These measures, I  
6 believe, ensure that any concerns about BellSouth's use of  
7 space for itself or its affiliates may be fully reviewed  
8 by this Commission during the waiver process.

9 BellSouth has complied and will continue to  
10 comply with the Commission's order. BellSouth believes  
11 the information being provided to ALECs to be in  
12 compliance with the Commission's order and to be  
13 sufficient for the ALECs and for the Commission to  
14 determine the reasonableness of BellSouth's denial of a  
15 physical collocation request.

16 Thank you. That concludes my summary.

17 CHAIRMAN JACOBS: Is he now available for cross?

18 MR. MEZA: I now tender the witness for cross.

19 CHAIRMAN JACOBS: You may proceed.

20 MR. ATKINSON: Thank you, Mr. Chairman.

21 CROSS EXAMINATION

22 BY MR. ATKINSON:

23 Q Good evening, Mr. Milner.

24 A Good evening, Mr. Atkinson.

25 Q I think I would like to start with the

1 make-ready work issue. In your rebuttal testimony you  
2 suggest at one point that Sprint's leverage in ensuring  
3 that the make-ready work is done satisfactorily consists  
4 in part, at least, of filing complaints, I assume with  
5 this Commission against BellSouth, if the work is not done  
6 satisfactory, correct?

7 A That is one form of leverage.

8 Q And that would involve, presumably, an  
9 evidentiary proceeding that would take up time and docket  
10 space in front of this Commission?

11 A Yes, it would.

12 Q So apparently BellSouth thinks it is more  
13 expedient, at least for BellSouth, for Sprint to file  
14 complaints than to simply handle the matter up front by  
15 Sprint if it becomes necessary to withhold part of the  
16 make-ready work payment until the job is done right. It  
17 makes more sense, in other words, for BellSouth or Sprint  
18 to file complaints than to handle the matter  
19 administratively between the companies --

20 A No, that's not what --

21 Q -- to ensure that the job is done right?

22 A I'm sorry, I didn't mean to interrupt. No, that  
23 is not what I was saying and that's not what I believe.  
24 Obviously, BellSouth has a great incentive already for  
25 doing the work that Sprint requests of it in a

1 satisfactory manner. As I pointed out in my summary, if  
2 we don't do that right, you are not going to be happy with  
3 that, we'll have to do more work, that is going to cause  
4 costs to us, but you are not going to pay us more. In  
5 other words, we have more costs, but not more revenues, so  
6 we have got an incentive there.

7 As far as leverage, you know, you have got in  
8 some cases other opportunities for poles, ducts, and  
9 conduits than only BellSouth's. So, you are a customer of  
10 ours, we hope you are going to be a happy customer of  
11 ours, so we have got an incentive there to keep you happy.  
12 And obviously you can pick up the phone and call us if  
13 there is a dispute over the quality. I'm not saying that  
14 it is a take it or leave it proposition. If you don't  
15 like everything about the way we did our work, you know,  
16 go file a complaint. I'm saying that that is the last,  
17 the last recourse for both of us.

18 But there is lots of intermediate steps. And as  
19 I pointed out in my summary as well as my testimony,  
20 BellSouth's managers who conduct this work are authorized  
21 to make adjustments of billing and to make the work right  
22 if you are not happy with it.

23 Q You mentioned intermediate steps. Isn't  
24 BellSouth's proposal to pay 50 percent up front and 50  
25 percent upon completion of the work, couldn't that be

1 considered an intermediate step to further legal action?

2       A     It might be characterized that way.  Again, I  
3 think what we need to do is balance the benefit of that  
4 against the actual history.  You know, we looked at -- I  
5 talked to the folks who administer this work on behalf of  
6 BellSouth, and they don't know of any complaint in any of  
7 the states that they have been asked to do this sort of  
8 work.  I mentioned the 56 cases in Florida with no  
9 complaints.  I asked them the same question about Georgia;  
10 there were 338 make-ready work projects without complaint,  
11 and there were 80 in Tennessee without complaint.

12               So, I have been unable to find a case where an  
13 ALEC has requested that we do this work, has been unhappy  
14 with the result of that work, and has asked us to do  
15 something about it.  So I think the balance is between  
16 what is the likelihood a complaint is going to arise with  
17 the administrative burden on each and every one of those  
18 hundreds of requests.

19       Q     Now, Mr. Milner, you are aware that the  
20 agreement that Sprint and BellSouth are negotiating is a  
21 three-year agreement, right?

22       A     Yes, that is my understanding.

23       Q     And obviously because there is no problem now  
24 regarding make-ready work in this or another jurisdiction  
25 doesn't mean that a systemic problem could not arise, is

1 that correct?

2 A Well, that is always a problem. I mean, I think  
3 I have said several times in this very room that these  
4 processes involve humans, human make mistakes. But as to  
5 a systemic problem, I mean, obviously we have got a lot of  
6 experience in handling hundreds of these requests without  
7 incident. I can't foresee an event that is going to cause  
8 a systemic problem that we can't resolve.

9 You know, in fact, the first time there is a  
10 problem I can assure you that there will be work to figure  
11 out what really went wrong on a given work request, and if  
12 necessary modify our processes accordingly. And I think  
13 that is the way to handle this, not create an  
14 administrative burden for 100 percent of the cases when to  
15 date we haven't even found one instance where we have had  
16 a problem.

17 Q Well, let's talk about easing that  
18 administrative burden, Mr. Milner. Were you here for  
19 Ms. Closz' testimony this morning?

20 A Yes, sir.

21 Q And did you hear her testimony that Sprint has  
22 also offered in addition to the 50/50 proposal to pay --  
23 to post a performance bond up front that would guarantee  
24 that BellSouth would receive complete payment upon  
25 satisfactory completion of the work. Did you hear that

1 testimony?

2           A     I heard that.  And BellSouth is not concerned  
3 about Sprint's ability to pay its bills.  That is really  
4 not our issue.  Now, we may have that concern for some  
5 other service providers, but not for Sprint.  Our concern  
6 is about administrative burden on each and every work  
7 project that you ask us to undertake on your behalf.

8           Q     Well, let's talk about your concern about other  
9 carriers.  You were present for Ms. Closz' testimony this  
10 morning --

11          A     Yes.

12          Q     -- as you stated.  And so you heard her  
13 testimony that Sprint is also willing to adopt language to  
14 make BellSouth comfortable about the 252(i) problem, I  
15 believe, that you mentioned in your testimony.  So that I  
16 believe what Ms. Closz said, that we would be willing to  
17 adopt language to the effect that creditworthiness would  
18 be considered a factor in whether Sprint in the case of  
19 this agreement may utilize the 50 percent up front, 50  
20 percent upon completion of payment arrangement.  Did you  
21 hear that testimony?

22          A     Yes.

23          Q     Wouldn't such language, in effect, take care of  
24 BellSouth's 252(i) concerns that a financially unstable  
25 ALEC could adopt Sprint's agreement and then use this

1 provision to fight every payment for make-ready work up  
2 front?

3       A     It might help that but it, unfortunately, would  
4 complicate the process even further than the two payment  
5 plan. Now in addition to keeping track of two different  
6 payments, BellSouth also on each request has to interpret  
7 the creditworthiness of every ALEC that makes a work  
8 request. And that creditworthiness may change over time.  
9 So each time we get a request, now we have got to keep  
10 track of more than one check and we have also got to find  
11 out the latest credit status of the company that is making  
12 the request. If anything, it makes the process even more  
13 cumbersome.

14       Q     It's late, Mr. Milner, and I don't want to  
15 belabor this issue because we have got other issues to  
16 cover before we leave tonight, but you testify as though  
17 you act like this creditworthiness check for make-ready  
18 work would be the only creditworthiness check that  
19 BellSouth would do for an ALEC to which it is provisioning  
20 service under an interconnection agreement, and that is  
21 not true, correct?

22       A     No. But it is true for the group that manages  
23 this kind of work. Right now there is no need for the  
24 people who manage this work on behalf of the requesting  
25 ALEC to do a credit check. We have a group that we call



1 the competitive structures provisioning center, or CSPC.  
2 Since we get the money up front, they have no need to  
3 check creditworthiness of ALECs. Should we introduce a  
4 provision like this, we would have to change that process  
5 such that they did have a means of checking  
6 creditworthiness.

7 Q One more question, Mr. Milner, on this line.  
8 But wouldn't the work be done, in effect, somewhere within  
9 BellSouth's organization and the work, quote, unquote,  
10 that these folks would have to do is to pick up the phone  
11 and call somebody and say have these folks checked out in  
12 the previous credit check that you have done in connection  
13 with providing service under the parties' interconnection  
14 agreement? Isn't it a matter of a phone call?

15 A It may or may not be. I mean, that sounds  
16 pretty simple and maybe it could be that simple of a  
17 process. My point really is that we need to be doing  
18 things to streamline the process such that we can do the  
19 make-ready work so you can attach your facilities to it so  
20 you can get into business in that part of town or that  
21 state faster, not more slowly. And at the same time, we  
22 ought to keep the administrative burden to an absolute  
23 minimum.

24 Q Let's move on to your Issue 32, Mr. Milner,  
25 justification of BellSouth reserve space. Now, in your

1 rebuttal testimony on Pages 7 and 8, you discuss a Georgia  
2 collocation order?

3 A Yes, that's right.

4 Q Do you recall whether this was a final Georgia  
5 Commission order that you are citing to here at this part  
6 in your rebuttal testimony?

7 A I'm not sure of that. I mean, as far as I know  
8 it is, but I just don't recall.

9 Q Well, let's do it this way.

10 MR. ATKINSON: Mr. Chairman, may I approach the  
11 witness?

12 CHAIRMAN JACOBS: You may approach.

13 BY MR. ATKINSON:

14 Q Mr. Milner, I am handing you the order that  
15 you -- the Georgia order that you cited in your rebuttal  
16 testimony at Pages 7 through 8, and I would like for you  
17 to read the style of that order that is in bold on the  
18 front page of the order. And for the Commission's  
19 reference it is Georgia Commission order in Docket 10429-U  
20 dated July 23rd, 1999.

21 A Okay. Now, you said the phrasing in bold, does  
22 it start order adopting, is that the part, or above that?

23 Q Yes.

24 A That? Okay. "Order adopting interim procedures  
25 for the handling of collocation waiver requests filed by

1 incumbent local exchange carriers."

2 Q And would you also turn to the last page of that  
3 order for me, Mr. Milner, and look at the second ordering  
4 paragraph on the last page where it says ordered further?

5 A Yes, sir, I see it.

6 Q Would you read that for us?

7 A Certainly. "Ordered further that these  
8 procedures shall remain in effect until further order of  
9 this Commission."

10 Q So it is evident from this order, isn't it, Mr.  
11 Milner, that the Georgia Commission didn't consider this  
12 the final word on their collocation waiver procedures,  
13 they are styled as interim procedures in the ordering  
14 paragraph, specifically contemplates that the Commission  
15 may at some later date come back and change these  
16 procedures if they see fit?

17 A Certainly that is what they said. But even had  
18 they not, I mean, the Commission always has the right to  
19 go back and amend an order that it had issued earlier if  
20 it changes its mind, has more information or whatever.

21 Q Now, as you have stated previously this evening,  
22 you were present for Ms. Closz' testimony this morning, so  
23 you heard her testimony that Sprint acknowledges that the  
24 demand and facilities forecast that it is seeking to help  
25 it determine justification for BellSouth's space

1 reservation claims should, in fact, be subject to  
2 appropriate proprietary restrictions, correct?

3 A I heard her say that, yes. BellSouth's position  
4 is really trying to strike a balance between what  
5 information is needed by the Commission to either grant or  
6 deny a waiver and for BellSouth's customer, in this case  
7 Sprint, to feel comfortable that we have, you know, done  
8 due diligence and we have come up with the right answer.

9 But we want to do that without disclosing  
10 sensitive business information, which is what we believe  
11 is found along the so-called demand and facility charts.  
12 Probably a better phrase would be demand and capacity in  
13 that it shows the history of what the demand for service  
14 has been in a given central office plus a projection of  
15 that demand forward as well as the facilities that we are  
16 going to put in place, that is, the capacity to  
17 accommodate that future demand.

18 So if you are at all familiar with how switching  
19 systems are put together and how capacity is determined  
20 and you have access to that, you pretty well know  
21 BellSouth's plans for a given central office. In fact,  
22 you can probably deduce in certain situations where  
23 BellSouth has plans to serve a large new customer at a  
24 given point in time. And it is that information that we  
25 think really doesn't have much to do with whether we have

1 met our burden of explaining our case for a waiver or not.  
2 We want to give the Commission all the information it  
3 needs to make a proper decision, we don't want to give  
4 away our sensitive business information.

5 COMMISSIONER JABER: So are you saying that you  
6 have no objection to giving the demand and forecasted  
7 information under confidentiality agreements?

8 THE WITNESS: That's right. If we can -- you  
9 know, we need to be careful who all we are required to  
10 give that to, because even in that case it may be that we  
11 are giving away information to a sizeable number of our  
12 competitors who all may be intervenors in a given waiver  
13 case.

14 BY MR. ATKINSON:

15 Q So to pick up on Commissioner Jaber's line of  
16 questioning, Mr. Milner, you were here for Ms. Closz'  
17 testimony this morning and presumably you heard her  
18 testimony that BellSouth has, in fact, provided to Sprint  
19 in connection with the Georgia collocation complaints  
20 filed earlier this year the same demand and facilities  
21 forecast information subject to a proprietary agreement  
22 that we are talking about in this arbitration, did you  
23 hear that testimony?

24 A Yes. And I was part of that process in Georgia,  
25 and I know that we provided that information under very

1 strict controls. We gave information, we expected it  
2 back. We were only dealing with Sprint, not with a number  
3 of different intervenors in a case. So in Georgia it was  
4 a very narrow subset of information that we gave, it was  
5 for only a handful of central offices. We only gave it to  
6 Sprint. There were no other parties to those discussions.  
7 We got the information back. We felt in control of the  
8 situation.

9           What we have a problem with is just, you know,  
10 anyone who intervenes in a case for whatever reason being  
11 given what BellSouth considers to be sensitive business  
12 information. That really in the final analysis we don't  
13 think is necessary to make the decision as to whether we  
14 have reserved space adequately or if we have reserved more  
15 space than we need. We just don't think it is required or  
16 necessary.

17           Q     I guess I have trouble following your last  
18 comments, Mr. Milner, because correct me if I'm wrong, but  
19 the only parties to the Sprint/BellSouth renewed  
20 interconnection agreement will be Sprint and BellSouth,  
21 correct?

22           A     That's right. But if BellSouth files for a  
23 collocation waiver in one of its central offices, other  
24 parties can intervene in that waiver who are also on a  
25 waiting list for space in that central office. In fact,

1 maybe any ALEC that thinks they have got some interest in  
2 the floor space in that central office could also  
3 intervene.

4 Q But the demand and facilities forecast  
5 information that we are talking about in connection with  
6 Issue 32 would be provided to Sprint under the terms of  
7 the arbitrated interconnection agreement that we are here  
8 talking about, not in an open Commission proceeding, isn't  
9 that correct? It would be under the terms of the  
10 agreement, wouldn't it?

11 A Well, that's right, but if we are providing that  
12 information there, my concern is that that same  
13 information be demanded in a waiver case and be spread far  
14 beyond BellSouth's control of its own information.

15 Q Are you aware or would you accept subject to  
16 check that in the Sprint/BellSouth arbitrated agreement  
17 that we have put together so far there is a provision in  
18 terms and conditions dealing with confidential information  
19 and the parties' treatment of that confidential  
20 information?

21 A Yes, sir, I am aware of that.

22 Q And that both parties have agreed that they will  
23 follow certain procedures with proprietary information and  
24 will protect that proprietary information from third  
25 parties?

1           A       Yes.  But we go back to the same -- I was going  
2 to say problem, but situation in that other ALECs can  
3 adopt that same language for their own interconnection  
4 agreements.  So my concern is, you know, how do we have an  
5 effective control over this sensitive information which,  
6 again, I will underline, we don't believe is really  
7 necessary for Sprint to have to determine the sufficiency  
8 of our request for waiver in the first place.

9                   COMMISSIONER JABER:  If you are worried about  
10 the ALECs adopting the interconnection agreement that is  
11 executed between Sprint and BellSouth, aren't those ALECs  
12 also bound by any confidentiality agreement they sign with  
13 you?

14                   THE WITNESS:  Yes, ma'am, I believe they would  
15 be.  But I think Mr. Atkinson said that they are barred  
16 from providing that to third parties.  I haven't read that  
17 section lately, but our concern is that an ALEC may choose  
18 to use that information for its own purposes.

19                   Looking at this information you may find the  
20 timing of sales that we plan to make to large customers in  
21 a given central office.  In other words, if you look at  
22 that demand line, and it has a certain slope, and then in  
23 May of 2001 there is a vertical rise, and then it assumes  
24 the slope that it had before, then you can pretty well  
25 conclude that there was a major sale, a new customer



1 moving into town and that we hope to serve that.

2           And if you saw that, then you might say, huh,  
3 that's interesting. Apparently Golden Glades is going to  
4 have a big customer that BellSouth is going to serve in  
5 May. I wonder who that could be? Let's find out and  
6 let's go market to them. So that is the kind of concern  
7 we have about using that information to what we see as a  
8 relatively unrelated issue of you have reserved space in  
9 your central office, BellSouth, have you reserved just the  
10 right amount or too much.

11           COMMISSIONER JABER: And that is precisely what  
12 a confidentiality agreement is designed to protect,  
13 correct?

14           THE WITNESS: Well, again, basically, yes, but  
15 without reviewing the exact language that Mr. Atkinson was  
16 referring to. He referred to providing it to third  
17 parties. In this case they may be using it for their own  
18 internal marketing plans.

19 BY MR. ATKINSON:

20           Q     Isn't the cure then for the concerns that you  
21 are talking about, Mr. Milner, best addressed in phrasing  
22 the proprietary provisions and terms and conditions of  
23 this interconnection agreement properly and not  
24 across-the-board prohibiting Sprint from looking at this  
25 demand and facilities forecast information to determine

1 whether BellSouth's justification for reserved space is  
2 reasonable?

3       A     No, I think the right cure is to not have to  
4 provide it to anyone, including Sprint. We looked at  
5 earlier when Ms. Cloz was over here, what BellSouth does  
6 provide. We provide the dimensions of the space that we  
7 reserved, that is, the number of square feet. We provide  
8 the use that we plan to put in that space, that is for  
9 switching equipment, for transmission equipment, or for  
10 whatever, and we also provide the year in which we will  
11 make that use.

12               Now, switching equipment for the most part comes  
13 in standard sized bays or frames. If you know what that  
14 space is, the dimensions of the space, you know about how  
15 many bays that space can accommodate. If you also couple  
16 that with the year that that is going to be used, then you  
17 have a pretty good idea of how much equipment of a given  
18 type, switching equipment, let's say, that BellSouth would  
19 place in a given central office. The amount of line  
20 capacity that you get from those bays of equipment is also  
21 fairly well known.

22               You know, it is pretty well known who BellSouth  
23 buys its switching equipment from. So if you have that  
24 kind of information, you can already pretty well determine  
25 how much line capacity, for example, we are going to add

1 to one of our switches in a given year. And that's fine.  
2 What we don't want to do is to give all the background  
3 information that we came up with arriving at that  
4 conclusion that we needed that amount of equipment in that  
5 space. And it is pretty specific what we are talking  
6 about, we're talking a concise well-defined area of town,  
7 that is the wire center boundary, and our business plans.

8 So we will provide you the amount of space that  
9 we have reserved, the numbers of, you know, bays that will  
10 fit in there is easily calculated, and we tell you what  
11 year we are going to make use of it. We think that is  
12 sufficient for making an informed decision as to whether  
13 our request for reserved space is reasonable or not.

14 CHAIRMAN JACOBS: In that event and with that  
15 information, if someone wants to scrutinize or challenge  
16 your reservation of space, they basically have to take the  
17 position, you know, that you don't need that space and  
18 make you prove it up, don't they? I mean, they can't  
19 really come in and say that for -- at a particular point  
20 in time you don't need these bays or this switched space?

21 THE WITNESS: Well, possibly. And I say  
22 possibly because Sprint has good engineers, I know some of  
23 them, and I think they are completely capable of  
24 determining about how much capacity we are adding by the  
25 amount of bays that we have reserved. So they can fairly

1 readily turn our floor space into a gross demand of how  
2 many new lines we are going to be able to serve.

3           What we don't want to reveal is the actual  
4 timing of when that line growth is going to occur and  
5 especially if it happens in spurts where we have key  
6 customers that we are trying to market to revealing that  
7 same information to Sprint or others.

8           CHAIRMAN JACOBS: Mr. Atkinson, we have extended  
9 your time a bit, so I understand, but do you think you  
10 have much more?

11           MR. ATKINSON: Mr. Chairman, I may have ten to  
12 15 minutes more. I'm sorry, I can't be more accurate, but  
13 I do think I can finish up by the quarter of the hour.

14           CHAIRMAN JACOBS: Okay. Because I --

15           COMMISSIONER DEASON: Let me tell you, you all's  
16 credibility as to your time estimates is taking a real  
17 shot.

18           MR. ATKINSON: I apologize, Commissioner.

19           COMMISSIONER DEASON: I mean, you should be more  
20 up front if you are going to take longer. And I think  
21 that your estimate was not correct when you gave it to us  
22 to start with.

23           MR. ATKINSON: I apologize, Commissioner.

24           CHAIRMAN JACOBS: And this may give some bit of  
25 hesitance, but based on your estimate just now it

1 shouldn't be a problem, but they gave us only until 7:00  
2 for building security. Now, also do you still need to  
3 take a break? Okay. So it sounds like we are okay to go  
4 ahead and wrap it up, though. Go ahead.

5 BY MR. ATKINSON:

6 Q Mr. Milner, let's move from Issue 32 to Issue 9,  
7 multi-jurisdictional traffic.

8 A Okay.

9 Q Now, you were here for Ms. Oliver's testimony  
10 this morning, correct?

11 A Yes, sir.

12 Q I want to see what BellSouth is asking the  
13 Commission to do in light of the narrowing of the issue  
14 that Ms. Oliver represented in her testimony with regard  
15 to Issue 9.

16 A Okay.

17 Q And see if you feel the same way. Now,  
18 Ms. Oliver testified this morning that the parties have  
19 apparently agreed that Sprint's request is technically  
20 feasible with regard to combining multi-jurisdictional  
21 traffic over the same trunk, including access trunk  
22 groups. Would you agree with that?

23 A Yes, we would agree with that.

24 Q And the parties have apparently agreed that the  
25 reasonable costs of Sprint's proposal, if any, need to be

1 determined by the parties at a later date, with possibly  
2 asking the Commission to have a hand in determining those  
3 reasonable costs if the parties cannot agree, is that  
4 correct?

5       A     Yes. Now, let me clarify just one small part of  
6 that. There are really two kinds of costs that we are  
7 talking about. I read or heard your question to mean that  
8 on that day when we have fully determined the costs and we  
9 have proposed those costs to Sprint and Sprint says, yes,  
10 those costs are okay and we are ready to go forward, and  
11 you have agreed to pay those. There is those costs.  
12 There is also the cost involved for us to get to that  
13 point. BellSouth's cost, that is, to, you know, quantify  
14 more precisely than we have done so far the amount of work  
15 and how long it is going to take.

16             The bona fide request process that we talked  
17 about really has three parts to it. The first part is  
18 determining technical feasibility, that is, can you do it  
19 or not. We have done that. The second and third parts  
20 are to determine, you know, what is it going to cost and  
21 how long is it going to take you to do it. We have got  
22 order of magnitude, you know, costs and time frames, but  
23 that is about it. So we really need to do those last two  
24 parts. There is a cost for that. What we have not nailed  
25 down is how BellSouth will recover the costs of getting to

1 that final price and that final time line.

2 Q But you are okay with Ms. Oliver's statement  
3 this morning, right, that the reasonable costs, if any,  
4 can be determined by the parties at a later date?

5 A Yes, we're fine with that.

6 MR. ATKINSON: All right. One moment, Mr.  
7 Chairman. That is all the cross-examination I have, and I  
8 thank the Commission for their indulgence. I'm sorry I  
9 ran a few minutes over.

10 CHAIRMAN JACOBS: Very well.

11 MR. VACCARO: Very briefly.

12 CHAIRMAN JACOBS: Okay.

13 CROSS EXAMINATION

14 BY MR. VACCARO:

15 Q Mr. Milner, regarding the make-ready work issue,  
16 you mentioned a concern about the administrative burden of  
17 handling two checks under a 50/50 payment arrangement, is  
18 that correct?

19 A Yes, sir. Or really under any other, 80 percent  
20 now, 20 percent, or 15 percent now. Any arrangement where  
21 there is more than one check. Not only the 50/50 sort of  
22 proposition.

23 Q Could an electronic funds transfer solve that  
24 problem, some provision for that?

25 A Well, I hadn't thought about that until now, but

1 possibly. But even there, there has got to be some  
2 tracking of the fact that those funds were received and  
3 deposited by the people whose responsibility it is to make  
4 sure not only that BellSouth does the work satisfactorily  
5 for Sprint and others, but also gets paid for doing it.  
6 That is possible, yes.

7 MR. VACCARO: Thank you. No further questions.

8 CHAIRMAN JACOBS: Any other questions,  
9 Commissioners? Redirect.

10 MR. MEZA: No redirect.

11 CHAIRMAN JACOBS: And no exhibits? Very well.  
12 You are excused, Mr. Milner.

13 THE WITNESS: Thank you, sir.

14 CHAIRMAN JACOBS: Mr. Wahlen.

15 MR. WAHLEN: I have two items, Commissioner,  
16 briefly. Late-filed Exhibit Number 3 was Sprint's  
17 petition for reconsideration and clarification. I have  
18 that here and we will be glad to hand it out now or we can  
19 file it tomorrow with the Division of Records and  
20 Reporting and have it go through. Whichever the  
21 Commission prefers.

22 CHAIRMAN JACOBS: Unless the Commissioners need  
23 it, why don't you just go ahead and file it tomorrow.

24 MR. WAHLEN: That will be fine. Also, I have  
25 talked with Mr. Edenfield, the order on prehearing



1 procedures and the prehearing order talk about a 40-page  
2 brief limit. Since we need to be now dealing with some of  
3 the orders that are out there and the implications for the  
4 Commission's decision, I think we would like to get 50  
5 pages for the brief if that is okay with the Commission.

6 CHAIRMAN JACOBS: Staff.

7 MR. VACCARO: That's fine.

8 CHAIRMAN JACOBS: That is approved.

9 MR. WAHLEN: But we always know that it is  
10 better, less is more, so --

11 CHAIRMAN JACOBS: Yes, it is. Less is always  
12 more.

13 MR. EDENFIELD: Do we have a date that the brief  
14 is due?

15 MR. VACCARO: Yes. The brief is due on February  
16 2nd.

17 MR. EDENFIELD: I haven't talked to Mr. Wahlen  
18 about this, but I have three consecutive hearings in a row  
19 that are going to be almost a week long each starting the  
20 last two weeks of January and the first week of February.  
21 Is there any way we could get two additional weeks or  
22 would that throw it off track?

23 MR. VACCARO: Well, it would throw it off track  
24 to a certain degree.

25 MR. EDENFIELD: I'm begging. I will take

1 whatever I can get.

2 MR. VACCARO: Well, let me explain just very  
3 briefly. This was originally scheduled to go to the March  
4 27th agenda conference, which was canceled. Staff had  
5 moved that to April 3rd, which we can try and make.  
6 That's only a week.

7 CHAIRMAN JACOBS: Let's do it this way, I can go  
8 ahead and okay tentatively an extension, and then you guys  
9 get together on what is a reasonable date. Two weeks  
10 sounds long to me and I would not be willing to throw the  
11 schedule off track. But let me ask you all to sit down  
12 and come up with what you think would be the most  
13 reasonable date, okay?

14 MR. EDENFIELD: And I don't want to throw it off  
15 track, as well. I'm just trying to figure out -- again,  
16 I'm begging, so I will take as much as I can get.

17 CHAIRMAN JACOBS: Okay.

18 MR. VACCARO: I don't know if it is much of an  
19 issue so long as the parties agree to a waiver under the  
20 9-month clock, but --

21 CHAIRMAN JACOBS: Well, if that occurs then that  
22 will be fine with me. But I don't want to take up time  
23 here to resolve it. It doesn't sound like it would be  
24 easy to resolve today --

25 MR. WAHLEN: We can get together with them and

1 work out something.

2 MR. EDENFIELD: I will talk to Mr. Wahlen.

3 CHAIRMAN JACOBS: And you clarify with the  
4 Commissioners what that winds up being.

5 MR. VACCARO: Okay, yes.

6 CHAIRMAN JACOBS: Anything else, staff?

7 MR. VACCARO: Nothing further.

8 CHAIRMAN JACOBS: Anything else from the  
9 parties?

10 MR. WAHLEN: Just thank you for sticking with  
11 us. I appreciate you staying late.

12 CHAIRMAN JACOBS: Very well. Thank you all.  
13 This hearing is adjourned.

14 (The hearing concluded at 6:40 p.m.)

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1 STATE OF FLORIDA)

2 : CERTIFICATE OF REPORTER

3 COUNTY OF LEON )

4

5 I, JANE FAUROT, RPR, Chief, FPSC Bureau of Reporting  
6 FPSC Commission Reporter, do hereby certify that the  
7 Hearing in Docket No. 000828-TP was heard by the Florida  
8 Public Service Commission at the time and place herein  
9 stated.

7

8 It is further certified that I stenographically  
9 reported the said proceedings; that the same has been  
10 transcribed under my direct supervision; and that this  
11 transcript, consisting of 124 pages, Volume 4 constitutes a  
12 true transcription of my notes of said proceedings and the  
13 and the insertion of the prescribed prefiled testimony of  
14 the witness(s).

11

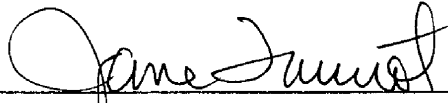
12 I FURTHER CERTIFY that I am not a relative, employee,  
13 attorney or counsel of any of the parties, nor am I a  
14 relative or employee of any of the parties' attorney or  
15 counsel connected with the action, nor am I financially  
16 interested in the action.

14

15 DATED THIS 23RD DAY OF JANUARY, 2001.

15

16



17

JANE FAUROT, RPR  
FPSC Division of Records & Reporting  
Chief, Bureau of Reporting  
(850) 413-6732

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EXHIBIT NO. \_\_\_\_\_

DOCKET NO.: 000828-TP

WITNESS: Stip-1

PARTY: Staff

DESCRIPTION:

1. Official recognition List

PROFFERING PARTY: STAFF

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 000828-TP EXHIBIT NO. 1  
COMPANY/  
WITNESS: FPSC Staff  
DATE: 1-10-01

I.D. # Stip-1

**DOCKET NO. 000828-TP**  
**OFFICIAL RECOGNITION LIST**

**FLORIDA COMMISSION ORDERS**

1. Consolidated Docket No. 960833-TP
  - a. Order No. PSC-96-1579-FOF-TP
  - b. Order No. PSC-98-0604-FOF-TP
  - c. Order No. PSC-98-0844-FOF-TP
  - d. Order No. PSC-98-0595-PCO-TP
2. Docket No. 960838-TP
  - a. Order No. PSC-96-1532-FOF-TP
3. Docket No. 961230-TP
  - a. Order No. PSC-97-0294-FOF-TP
4. Docket No. 970804-TP
  - a. Order No. PSC-97-1265-FOF-TP
5. Consolidated Docket No. 971140-TP
  - a. Order No. PSC-98-0810-FOF-TP
  - b. Order No. PSC-99-1989-FOF-TP
6. Consolidated Docket No. 971478-TP
  - a. Order No. PSC-98-1216-FOF-TP
7. Docket No. 980281-TP
  - a. Order No. PSC-98-1484-FOF-TP
8. Docket No. 980986-TP
  - a. Order No. PSC-99-1477-FOF-TP
9. Docket No. 981008-TP
  - a. Order No. PSC-99-0658-FOF-TP
10. Docket No. 981121-TP
  - a. Order No. PSC-99-1089-FOF-TP
11. Consolidated Docket No. 981834-TP
  - a. Order No. PSC-99-1744-PAA-TP
  - b. Order No. PSC-99-1991-PCO-TP
  - c. Order No. PSC-00-0941-FOF-TP
  - d. Order No. PSC-00-2190-PCO-TP
12. Docket No. 990149-TP
  - a. Order No. PSC-99-2009-FOF-TP

13. Docket No. 990649-TP
  - a. Order No. PSC-00-0479-PCO-TP
  - b. Order No. PSC-00-0540-PCO-TP
  - c. Order No. PSC-00-0380-S-TP
14. Docket No. 990691-TP
  - a. Order No. PSC-00-0128-FOF-TP
15. Docket No. 990750-TP
  - a. Order No. PSC-00-0537-FOF-TP
16. Docket No. 991854-TP
  - a. Order No. PSC-00-1519-FOF-TP
17. Docket No. 991220-TP
  - a. Order No. PSC-00-1680-FOF-TP
  - b. Order No. PSC-00-1680A-FOF-TP
18. Docket No. 991755-TP
  - a. Order No. PSC-00-2471-FOF-TP
19. Docket No. 991946-TP
  - a. Order No. PSC-00-1540-FOF-TP

**OTHER STATE COMMISSION DECISIONS**

1. Proceeding to Examine Reciprocal Compensation Pursuant to Section 252 of the Federal Communications Act of 1996, Docket No. 21982, 2000 Tex. PUC Lexis 95 (Texas PUC, July 14, 2000)
2. Order Establishing a Method for Pricing Reciprocal Compensation in Interconnection Agreements, Investigation of the Compensation Arrangements for the Exchange of Traffic Directed to Internet Service Providers, Docket No. 05-TI-283 (PSC of Wisconsin, November 2000)

**FCC ORDERS AND RULES**

1. FCC DN 96-98
 

<ol style="list-style-type: none"> <li>a. Order No. 96-325</li> <li>b. Order No. 96-333</li> <li>c. Order No. 96-394</li> <li>d. Order No. 99-38</li> <li>e. Order No. 99-238</li> <li>f. Order No. 99-355</li> </ol>	First Report and Order Second Report and Order Order on Reconsideration Declaratory Ruling- Inter-Carrier Compensation for ISP-Bound Traffic Third Report and Order (UNE Remand Order) Fourth Report and Order
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- |                     |                                  |
|---------------------|----------------------------------|
| g. Order No. 99-370 | Supplemental Order               |
| h. Order No. 00-183 | Supplemental Order Clarification |
2. FCC DN 98-147
 

a. Order No. 99-48	Deployment of Wireline Services Offering Advanced Telecommunications Capability
b. Order No. 99-330	Second Report and Order
c. Order No. 99-355	Third Report and Order
d. Order No. 99-413	Order on Remand
e. Order No. 00-26	Fourth Report and Order
f. Order No. 00-297	Order on Reconsideration
  3. FCC DN 99-295
 

a. Order No. 99-404	Memorandum Opinion and Order
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  4. FCC Order No. 00-194
 

	Memorandum Opinion and Order
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  5. FCC Rules
 

	47 C.F.R. Ch. 1
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## **COURT DECISIONS**

1. Iowa Utils. Bd. v. Federal Communications Commission, 109 F.3d 418 (8th Cir. 1996)
2. Iowa Utils. Bd. v. Federal Communications Commission, 120 F.3d 753 (8th Cir. 1997)
3. AT&T Corp. v. Iowa Utils. Bd., 525 U.S. 366 (1999)
4. Iowa Utils. Bd. v. Federal Communications Commission, 219 F. 3d 744 (8th Cir. 2000)
5. GTE Service Corporation v. Federal Communications Commission, 205 F. 3d. 416 (D.C. Cir. 2000)
6. Bell Atlantic Telephone Companies v. Federal Communications Commission, 206 F. 3d. 1 (D.C. Cir. 2000)
7. Southwestern Bell Tel. Co. v. PUC of Texas, 208 F. 3d. 475 (5th Cir. 2000)
8. MCI Telecommunications Corp. v. Illinois Bell Telephone, 1999 U.S. Dist. Lexis 11418 (N.D. Ill June 22, 1999)
9. U.S. West Communications v. MFS Intelenet, Inc. et. al, 193 F. 3d 1112, 1124 (9th Cir. 1999)
10. MCI Telecommunications Corp. v. BellSouth Telecommunication, Inc., Order on Merits, in Case No. 4:97cv141-RH (N.D. Fla June 6, 2000)
11. AT&T Corp. v. BellSouth and Florida Public Service Commission, Order on Merits, Case No 4:97 CV 262-RH (N.D. Fla September 29, 2000)

## **FEDERAL ACT**

1. The Telecommunications Act of 1996



## **FCC REPORTS**

1. FCC DN 96-45, FCC 98-97 Federal-State Joint Board on Universal Service  
Released April 10, 1998 (Report to Congress)

## **OTHER**

1. Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008, January 10, 2000)
2. NPA Allocation Plan and Assignment Guidelines (INC 96-0308-011), Reissued August 30, 1999)
3. FPSC Comments, FCC Docket No. 99-69, Inter-Carrier Compensation for ISP-Bound Traffic, April 9, 1999 and July 21, 2000.

Revised 01/09/2001



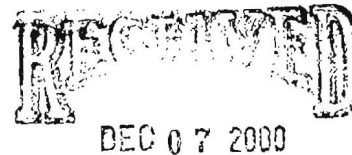
William R. Atkinson  
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Atlanta, GA 30339  
Voice 404 649 6221  
Fax 404 649 5174  
bill.atkinson@mail.sprint.com

December 6, 2000

VIA HAND DELIVERY

Ms. Helen O'Leary  
Executive Secretary  
Georgia Public Service Commission  
244 Washington Street, Room 127  
Atlanta, GA 30334



GENERAL COUNSEL-  
GEORGIA

Re: Notice of upcoming action involving Sprint local resale customers and BellSouth

Dear Ms. O'Leary:

In accordance with Commission Rule 515-3-1-.07, the purpose of this letter is to apprise the Commission of an action involving Sprint's Georgia local resale customers and BellSouth. Within the next few days, Sprint intends to send by U.S. mail a notice letter to its current local resale customers in Georgia requesting that they choose an alternate local exchange carrier by January 29, 2001. A copy of the letter is attached hereto. The notice letter goes on to state that if the customer does not choose another local carrier within the period indicated, the customer's account will be moved to the underlying local carrier, BellSouth. Sprint's notice letter clearly indicates that this action was initiated by Sprint and is not the local resale customer's fault. The service quality experienced by Sprint's local resale customers will not be affected by this action since the underlying local carrier, BellSouth, will continue to provide local service to those customers who have not selected an alternate local carrier by January 29, 2001.

The attached notice letter has been reviewed by the Commission Staff, and provides the local resale customer with a Sprint toll-free number for further information, as well as clear directions on where to obtain information regarding alternate local providers. The exact number of Sprint local resale customers affected by this action is included in the "trade secret" version of Sprint's Local Service Indicators response for November, 2000 filed with the Commission in Docket No. 5778-U.

Enclosed are an original on a 3.5" diskette, a hard copy original, and fifteen (15) copies of this letter. Please call Tony Key at (404) 649-5144, or me if you should have any questions regarding this matter.

Sincerely,

William R. Atkinson

WRA/al  
Enclosures

cc: All Commissioners  
Mr. Leon Bowles

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 000828-P EXHIBIT NO. 2  
COMPANY/ BellSouth  
WITNESS: \_\_\_\_\_  
DATE 1-10-01

December 14, 2000

Customer  
Address  
Address, GA

**Please Choose a New Provider of  
Local Telephone Service by  
January 29, 2001**

Dear Customer:

We are contacting current residential customers of Sprint local telephone services in Georgia to make them aware that, as of February 1, 2001, Sprint will no longer be providing their local telephone services. Our decision to discontinue providing local telephone service will not impact any long distance services or rates that you currently receive from Sprint.\*

### **Your Action is Required!**

**You must select a new local telephone service provider as quickly as possible, but no later than January 29, 2001.** It will be necessary for you to contact another carrier in order to change local service provider. Generally, you can find a list of local service providers along with contact telephone numbers in your local telephone directory. If you incur any tariffed switching charges as a result of choosing a new local telephone service provider, please call us at 800-425-0982 (English) or 877-818-8426 (Spanish). Sprint will credit your account for the charges incurred on your next Sprint billing statement.

If you do not contact and select a new local telephone service provider on or before January 29, 2001, BellSouth will automatically become your local telephone service provider. Your local telephone number will remain the same and your existing local service and calling features will transfer to BellSouth. If you wish to make changes in your service after February 1, 2001, please contact BellSouth, or your new local carrier of choice.

If you have any questions regarding the discontinuance of your current Sprint local telephone services please call 800-425-0982 (English) or 877-818-8426 (Spanish).

Sprint regrets any inconvenience this change may cause you.

Sincerely,

*\* If you pay a monthly recurring fee for your bundled local and long distance service, that fee will be waived from the termination of your local service until April 1, 2001. At that time your monthly recurring fee will be reduced to reflect the discontinuance of local service and you will be notified of the new monthly recurring fee before it appears on your invoice. You will then have the opportunity to select a different plan if you wish. If you are an international customer with a Mexico calling plan that includes an MRC of \$21.95 per month, that charge will continue to be billed to your account.*

Exhibit No. 3 (LF)  
Docket No. 000828-TP  
Sprint  
Witness: Felton  
January 1, 2001

**Petition for Reconsideration and Clarification**

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 000828-TP EXHIBIT NO. 3  
COMPANY/ Sprint  
WITNESS: \_\_\_\_\_  
DATE: 1-10-01

View: **CC 96-98 Petition for Reconsideration**

Go to...



Before the

**FEDERAL COMMUNICATIONS COMMISSION**

Washington, D.C. 20554

**In the Matter of** )

)

Implementation of the ) CC Docket No. 96-98

**Local Competition Provisions in the** )

Telecommunications Act of 1996 )

**PETITION FOR RECONSIDERATION AND CLARIFICATION**

Sprint Corporation, on behalf of its operating subsidiaries, hereby seeks reconsideration or clarification of certain aspects of the Commission's Third Report and Order in the above-captioned proceeding (FCC 99-238, released November 5, 1999, hereinafter referred to as "UNE Remand Order").

**I. INTRODUCTION AND SUMMARY**

In general, Sprint believes the UNE Remand Order is an exemplary work product of the Commission: It gives careful and thoughtful content to the "necessary" and "impair" clauses of §251(d)(2) that was found lacking in the Commission's First Report and Order, and for the most part, correctly applies those criteria in determining when elements must be provided by the ILECs. However, in a few respects, Sprint believes that clarification and/or reconsideration are necessary.

The Commission's discussion of ILEC recovery of the costs of conditioning loops needs elaboration in two respects. First, in order to avoid conflict with the TELRIC methodology used to develop prices for the UNE loops, ILECs should not be allowed to recover loop conditioning costs when the network design on which the loop rates are based excludes bridged tap, load coils and repeaters. Second, in circumstances where loop conditioning cost recovery is permitted, such cost recovery should be predicated on TELRIC principles, including an efficient approach to loop conditioning. For example, rather than assuming the ILECs will dispatch technicians to remove load coils from just one loop at a time, the Commission should assume that load coils will be removed from a minimum of 25 loops at a time.

For purposes of determining when ILECs do not need to make the local switching element available in high density offices in the top fifty MSAs, the Commission needs to redraw the line separating "medium and large business customers" from the rest of the market. Sprint offers two alternative definitions of "medium and large business": (1) any business that utilizes more than 39 local business lines; or (2) any business that uses more than 15 key trunks or more than 50 Centrex lines.

The Commission's packet switching determinations need to be modified in two respects. First, packet switching should be available as a UNE in any ILEC end office (where the ILEC itself has deployed packet switching capability) that serves fewer than 5,000 access lines. In such offices, the high cost of collocation precludes requesting carriers from a realistic opportunity to recover their costs. Second, the "remote terminal" exception to the general rule that packet switching does not need to be made available as a UNE needs to be modified by eliminating the "spare copper" condition. Otherwise, ILECs could defeat the purpose of the exception simply by having an uneconomically small number of copper loops available at each remote terminal.

Assuming such action would be consistent with the forthcoming decision of the Eighth Circuit, the Commission should promptly rule that combinations of elements must be made available when such elements are ordinarily combined in the ILEC's network, even if those elements are not already combined for a specific end user.

Finally, the calling name database should be removed from the list of mandatory UNEs. ILECs are not the sole source of such information and thus, as in the case of operator services and directory assistance, ILECs should not be required to provide such access as a UNE.

## II. LOOP CONDITIONING COSTS

Among the types of loops the Commission required to be provided by ILECs are loops "conditioned" to permit their use for high-speed data services (§190). In the embedded network that exists today, such conditioning may include the removal of bridged tap, load coils, and repeaters. Such devices, however, are not reflective of forward-looking network designs. Rather, forward-looking networks use Carrier Serving Area design concepts that involve the use of feeder cable terminating to a feeder distribution interface and/or fiber-fed digital loop carrier (DLC), with extra capacity built into the distribution plant to accommodate new customers and multiple lines per customer. The Commission acknowledged in §193 (footnote omitted) that "networks built today normally should not require voice-transmission enhancing devices on loops of 18,000 feet or shorter."<sup>1</sup> However, the Commission went on to observe (*id.*, footnote omitted):

Nevertheless, the devices are sometimes present on such loops, and the incumbent LEC may incur costs in removing them. Thus, under our rules, the incumbent should be able to charge for conditioning such loops.

As discussed below, Sprint is concerned that this language may be used by ILECs in an attempt to recover loop conditioning costs in a fashion that is inconsistent with the

TELRIC approach to unbundled network element pricing adopted both by this Commission in its First Report and Order herein and the overwhelming majority of state regulatory commissions.

First, as the Commission itself acknowledged in §193, forward-looking networks – *i.e.*, "networks built today" – are free of the devices that require line conditioning. By paying TELRIC prices for the loop, requesting carriers are already reimbursing ILECs for the full costs of a network built free of such devices and using the Carrier Serving Area concept discussed above. Thus, requesting carriers – whether they need loops for high-speed data services or not – are paying extra for a network designed, from the ground up, to accommodate high-speed data needs. To the extent that the TELRIC price of loops is based on such a network design, it is wholly inconsistent with TELRIC also to require

requesting carriers to pay costs related to removal of embedded devices from the embedded network in place and creates a disconnect between the methodology for computing monthly recurring charges and the methodology for computing non-recurring charges. Furthermore, the very purpose of TELRIC pricing is defeated if ILECs can

charge extra for cost functions simply because those cost functions exist in the embedded network. Thus, the Commission should make clear that such loop conditioning costs may be recovered only to the extent that such recovery is consistent with the plant design on which the UNE prices for loops are based.

Moreover, to the extent that ILECs are allowed *any* recovery of loop conditioning costs, the Commission must re-emphasize that the charges for such loop conditioning costs must be based on TELRIC principles. That TELRIC governs should already be clear: §51.319(a)(3)(iii) cross-references §51.507(e), which requires that “forward-looking economic cost” be used to establish nonrecurring charges. However, in view of the conduct of some ILECs, the Commission would do state commissions and the competitive industry a favor by reiterating that TELRIC principles, including the recognition of logical economies of scale and least-cost methodologies, apply to any permissible recovery of loop conditioning costs. Some ILECs have proposed non-recurring charges for loop conditioning that are simply astronomical – for example, SBC has proposed an NRC of more than \$900 for the removal of a single load coil. These proposed charges are based on the wholly unrealistic assumption that an ILEC would dispatch technicians to condition only one loop at a time. In the real world, an ILEC would behave this way only if its primary goal were to artificially increase the costs of its potential competitors. In fact, it is far more efficient to remove load coils from entire bundles of loops at a single time. Based on the practices of Sprint’s ILEC operations, it is reasonable and efficient to assume that ILECs can remove load coils from at least 25 loops at a time.

The one-at-a-time cost basis some ILECs seek to impose is not only an inefficient and anti-competitive approach to loop conditioning, it also flies in the face of the substantial, ongoing efforts the ILECs themselves are undertaking to prepare their plant for their own offerings of DSL services. SBC, for example, reports that it is embarking on a \$6-billion initiative to equip 77 million customers in 35 million locations – 80% of its total customer base – with DSL services, and that this project will “decrease future capital requirements” and “reduce network operating expenses” as well “generate \$3.5 billion in new revenues by 2004.”<sup>2</sup> It may be noted that this initiative includes far more than merely conditioning its loop plant. However, even the \$6 billion total cost, divided by 35 million locations, equates to \$171 per location, less than a fifth of the non-recurring charge SBC has sought to impose for loop conditioning costs alone. Similarly, in a November 11, 1999 press release,<sup>3</sup> Bell South claimed that 7 million of its access lines were DSL-ready by the end of 1999 and that this total would increase to 11.5 million lines by the end of this year. Bell Atlantic also announced last fall that 17 million of its lines would be DSL-capable by the end of 1999.<sup>4</sup> And last July, GTE announced that, by year-end, 6.1 million of its access lines would be DSL-capable.<sup>5</sup> Any recovery of loop conditioning costs must give full recognition to the efforts the ILECs are already undertaking, on their own initiative, to groom their loop plant to make it DSL-capable. CLECs should not be artificially forced to bear in costs that ILECs are, in fact, already

incurring (or have already incurred) for themselves. By the same token, CLECs are entitled to fully share the economies of scale and scope realized by the ILECs’ own mass network rehabilitation efforts.

In short, the Commission should clarify ¶193 to make clear that there should be no recovery of loop conditioning costs in circumstances where the TELRIC costs for the loops themselves have been based on a network free of bridged taps, load coils and repeaters and reiterate that, in any event, the charges for loop conditioning should be based on TELRIC principles recognizing logical economies of scale and least-cost methodologies, including an assumption that the ILEC will remove load coils from loops in groups of at

least 25 at a time. Such specific guidance will relieve state commissions of the necessity of dealing with clearly spurious arguments of ILECs.

### III. LOCAL SWITCHING IN ZONE ONE OFFICES

In the UNE Remand Order, the Commission determined that local switching did not need to be made available as a UNE in high-density end offices within the top 50 MSAs to enable requesting carriers to serve customers with four or more lines, so long as the ILEC provides an extended link (“EEL”) that would connect the customer’s loop from the end office serving that customer to a different end office where the competitor is already collocated. The four-line distinction was intended to differentiate between the mass market (including both residential and small business customers) on the one hand, and medium and large business customers on the other. See ¶¶291-294. The Commission found that in such offices, competing local carriers have deployed switches to serve “medium and large business customers” (¶291), and that as a result, requesting carriers are not impaired by the inability to obtain the switching element for such customers so long as the EEL is available. There is very little support given in the order for drawing the differentiating line at between three lines or less and four lines or more; the Commission simply found (¶294), without citing any record evidence, that this demarcation “reasonably captures the division between the mass market ... and the medium and large business market ....”

The Commission’s determination to exempt ILECs from having to provide the local switching UNE under the limited circumstances described above is predicated on the assumption that local switching by CLECs is self-provisioned for serving the “medium and large business” market. Sprint believes that the Commission clearly set the line too low. By doing so, it is precluding CLECs from using the switching element to market their services to customers who they are not serving today through their own switches, and thus giving the ILECs a clear competitive edge in this segment of the market. What the Commission must do on reconsideration is adopt a more realistic, fact-based dividing line between the medium and large business market and the rest of the customer base.

Although “small business” may often be defined to include businesses that employ as many as 500 people,<sup>6</sup> an often-used and conservative definition of “small business” is one that employs fewer than 100 persons. It strains credulity to believe that a typical business with as many as 99 employees would attempt to get by in today’s world with just 3 phone lines. Rather, the Yankee Group reports that the larger segment of small businesses (those with 50-99 employees) uses an average of 22 phone lines, whereas the smaller segment of medium businesses (those with 100-249 employees) uses an average of 56 lines.<sup>7</sup> The Yankee Group results are consistent with the way that Sprint’s incumbent LEC marketing organization differentiates between the small business market and the medium and large business markets: Businesses that have up to 15 key trunks or up to 50 Centrex lines are considered small business or “mass market.” Either the Yankee Group data or Sprint’s internal practice is far more reliable than the sheer guesswork that underlies the “up to three-line” criterion employed in the UNE Remand Order. Should the Commission choose to rely on the Yankee Group’s study, it should use the midpoint between the 22-line average for the larger small businesses and the 56-line average of the smaller medium businesses as reported by the Yankee Group, or 39 lines.

### IV. PACKET SWITCHING

In ¶¶306-308 of the UNE Remand Order, the Commission declined to require ILECs to make packet switching available as a UNE as a general rule. The findings supporting this determination were contradictory. On the one hand, the Commission found that competitors are actively deploying facilities necessary to provide advanced services to medium and large businesses and thus cannot be said to be impaired because of the lack of access to the packet switching UNE (¶306). The Commission also found that CLECs and cable companies appear to be ahead of ILECs in their deployment of advanced services



(¶307) and that the equipment involved in packet switching (DSLAMs

and the packet switches themselves) are available at “comparable” prices to incumbents and requesting carriers (¶308). Finally, the Commission found (*id.*) that packet switch utilization rates are more comparable as between requesting carriers and incumbent LECs than circuit switch utilization and that it does not appear that ILECs possess significant economies of scale in packet switching. On the other hand, the Commission found (¶306) that in the residential and small business segments of the market, competitors may be impaired, absent access to ILEC facilities, because of the cost and delay of obtaining collocation in every central office. The Commission reiterated this point in ¶309, finding that because of these costs and delays, competitors “are impaired in their ability to offer advanced services without access to incumbent LEC facilities.”

The UNE Remand Order made a limited exception to the general rule that packet switching does not need to be made available. Specifically, in ¶313, the Commission found that in circumstances where an incumbent has employed digital loop carrier (DLC) systems, if a requesting carrier is unable to install its DSLAM in the remote terminal and cannot obtain spare copper loops between the central office and the end user premises, ILECs must provide access to unbundled packet switching in situations where the incumbent has placed its own DSLAM in a remote terminal. This determination was codified in §51.319(c)(5).

Sprint seeks reconsideration of these determinations in two respects. First, the Commission failed to consider adequately the effect of the collocation costs – costs which the Commission conceded resulted in an impairment to requesting carriers – in the requesting carriers’ ability to compete with the ILECs for packet switching services. As discussed below, this impairment is particularly significant in smaller central offices. Thus, Sprint requests that packet switching be available as a UNE in any end office serving fewer than 5,000 lines if the ILEC has deployed packet switched services in that end office. Second, the exception created by the Commission needs to be clarified so that it can be used in a commercially practicable fashion, by eliminating the “spare copper” condition in §51.319(c)(5)(ii).

Turning first to the broader issue, the fixed costs of collocation are so substantial that requesting carriers cannot realistically be expected to incur those costs in smaller end offices. Attached as Appendix A is an analysis of the local network costs involved in offering xDSL packet switched services to end users. (As made clear therein, this analysis does **not** include any sales, marketing, or ongoing operations costs.) These network costs increase dramatically as the number of subscribers per end office declines, due in large part to the high fixed costs of collocation itself, as well as the costs of the requesting carrier’s DSLAM. If the requesting carrier serves only 10 customers in an end office, Sprint estimates that the monthly unit costs exceed \$840, dropping to the neighborhood of \$125 when a market penetration of 80 customers per end office has been achieved. Only when the requesting carrier’s customer density per end office increases to 250 does the local network cost per customer fall to \$50 per month – roughly comparable to the ILECs’ own prices for retail xDSL services. (Again, it must be borne in mind that this cost does not include any of the substantial sales, marketing and ongoing operations costs that the requesting carrier also must recover if it is to make a profit.) Thus, it is only when the requesting carrier can realistically expect to serve at least 250 end users in an ILEC central office that the cost of collocating in that central office and installing DSLAM equipment can even begin to be economically justified.

Sprint believes that in order to achieve this subscriber density, the end office must serve at least 5,000 access lines. To begin with, collocation of DSLAMs in an ILEC central office can only work for those ILEC customers who are served without the use of intermediate DLCs or other remote terminal devices, and whose loop length is less than 18,000 feet. Sprint estimates that, on average, only 50% of ILEC customers from the typical end office can be addressable by requesting carriers through end office collocation. Under the most optimistic assumptions, it is also unreasonable to assume that any individual

requesting carrier would be able to capture more than 10% of end users for broadband services. In more than 20 years of vigorous competition in the long-distance business, Sprint has been able to attain only that level of market share. Moreover, many consumers simply lack the interest or the necessary home equipment (*e.g.*, a PC) to want to avail themselves of broadband communications services. Thus, it is difficult to envision a consistent market share penetration by the average requesting carrier of more than 10%. Under these optimistic assumptions – namely, that each requesting carrier will capture 10% of addressable end users in a central office for a broadband services and that 50% of the end users served by an end office are addressable for broadband services (*i.e.*, are within 18,000 feet of the end office and are not served through remote terminals) – 5,000 lines is the minimum size for an end office to make collocation even worth considering for a requesting carrier.<sup>8</sup> For consumers served by any end office with fewer than 5,000 lines, the cost of central office collocation would simply be cost-prohibitive for requesting carriers.

To be sure, there may be many end offices where the ILECs themselves cannot cost-justify the offering of packet switched services because of their own fixed costs and a low projected take rate from consumers. However, the ILECs have substantially lower fixed costs in this regard than do other requesting carriers. They do not face the substantial fixed costs of collocation – \$100,000 in a typical case – that requesting carriers face. Rather, their incremental costs of installing DSLAM equipment are virtually nil. Moreover, given the existing relationships they have with all of their end users, they can clearly be expected to achieve a higher penetration of the market than any new entrant could hope to obtain.

In these circumstances, the Commission can hope for competition in the provision of advanced services only by making the packet switching UNE available to requesting carriers in end offices where the ILECs themselves offer packet switching services to their subscribers. In ¶317, the Commission adopted the “overriding objective . . . [of ensuring] that advanced services are deployed on a timely basis to all Americans so that consumers across America have the full benefits of the ‘Information Age.’” Unless the Commission reconsiders its UNE Remand Order and requires packet switching to be available as a UNE in small and medium end offices, it will fore-ordain either that its “overriding objective” will not be met in suburban, small town and rural America, or it will coronate the ILECs as the FCC-sanctioned monopoly providers of such services. That, of course, is directly contrary to the entire spirit of the 1996 amendments to the Act.

In addition to this change in availability of packet switching, the Commission also needs to modify the exception adopted in the UNE Remand Order that permits requesting carriers to obtain the packet switching element where the ILEC has deployed packet switching capability for its own use, the end user is served via a DLC or other remote terminal and the ILEC has not permitted the requesting carrier to deploy a DSLAM at the remote terminal location. In those circumstances, §51.319(c)(5)(ii) permits the requesting carrier to obtain packet switching as a UNE if, in addition to the above conditions, “there are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer.” In many instances, this condition, read literally, would be of no use to requesting carriers. For example, if there is just one spare copper loop available at the remote terminal that could be used to connect the end user to the end office, the ILEC could argue that the conditions for the packet switching exception are not met and the requesting carrier should be able to serve the end user by collocating at the central office, installing its DSLAM, and using this one available copper loop to connect with the end user customer. Obviously, it would be grossly uneconomic for a requesting carrier to collocate at the central office under these circumstances. But the rule, read literally, would require it to do so until the available copper loops at the remote terminal were all utilized, after which the requesting carrier – or some other requesting carrier – would qualify for the exception. But since no carrier is likely to interconnect in the central office when the number of copper loops available to reach end users is uneconomically small, requesting carriers will stay out of that portion of the market altogether. Indeed, by wording the rule in this fashion, the Commission gives ILECs an incentive to install a single spare copper wire pair at every remote terminal just to preclude

requesting carriers from being able to avail themselves of the packet switching UNE to reach customers served via that remote terminal. Such a result – which Sprint believes obviously was unintended by the Commission – would again contravene the Commission’s “overriding objective” of maximizing the deployment of advanced services.

Because of the wide variability in the number of remote terminals that can subtend an end office, and the number of subscribers served by each remote terminal (which can range from 50 to as many as 1,000), there is no single number of spare copper loops per remote terminal that can be prescribed as a commercially realistic minimum that could reasonably justify collocation at the central office by the requesting carrier. Thus, Sprint believes that the “spare copper” condition in §51.319(c)(5)(ii) should simply be eliminated.

## V. COMBINATIONS OF ELEMENTS

In ¶479 of the UNE Remand Order, the Commission declined to settle a controversy that has arisen between requesting carriers and ILECs concerning when combinations of elements must be made available. As the Commission noted (*id.*), it had concluded in the First Report and Order that the requirement in §51.315(b), that incumbent LECs may not separate elements that the incumbent LEC “currently” combines, meant that those elements are “ordinarily combined within their network, in the manner in which they are typically combined” (internal quotations and footnote omitted). Some incumbent LECs had argued that this rule comes into play only with respect to elements that are “currently” combined and not to elements that are “normally” combined within their networks. Because the Commission viewed this matter as currently pending before the Eighth Circuit, it declined to address this issue.

Sprint requests the Commission to address this issue on reconsideration and to rule that ILECs must combine separate elements needed to serve a particular customer so long as such elements are ordinarily combined by the ILEC. This issue is important because many of the RBOCs argue that “currently combined” must be applied on a customer-by-customer basis. The RBOC approach means that, for example, a CLEC cannot provide local service through the UNE-P to a customer that has just moved into an area, because the elements needed to serve that particular customer have not yet been combined by the ILEC. Such a result gives the ILEC a clear competitive advantage over CLECs and imposes additional and unnecessary costs on the CLECs. Sprint respectfully submits that this issue of interpretation falls under §51.315(b), which is not pending before the Eighth Circuit, rather than paragraphs (c)-(f), which are before the Court. In either case, it may be expected that the Eighth Circuit will rule before the Commission acts on this petition. Thus, should the Eighth Circuit’s decision permit it to do so, the Commission should rule promptly that the requirements to leave combined elements unseparated applies not on a customer-by-customer basis, but rather applies in any instance in which ILECs ordinarily combine these elements within their networks.

## VI. CALLING NAME DATABASE

In ¶¶402-417, the Commission determined that the calling name (CNAM) database should be classified as a call-related database and made available to requesting carriers as an unbundled network element. Sprint respectfully requests reconsideration of this determination.

To begin with, the Commission’s findings as to the impairment that would be suffered if CNAM were unavailable as a UNE are internally contradictory. In ¶415, the Commission considered the costs a requesting carrier would incur to replicate the ILECs’ call-related databases or obtain such services from all credited vendors (referring specifically to LIDB and CNAM), and concluded that “the cost incurred by a requesting carrier to self-provision or use alternative databases does not appear to materially diminish the carrier’s ability to provide the services it seeks to offer.” This clearly suggests that the Commission

believed that alternatives to CNAM exist or that requesting carriers could themselves replicate the ILECs' databases. Yet in the very next paragraph, the Commission ruled that switched based local competitors "must have access to the incumbent LEC's CNAM database" because "incumbent LECs are the only providers of CNAM database information" (footnote omitted).

The short answer is that the Commission had it right in ¶415: There are indeed alternative providers of the CNAM database. One such vendor is Targus Information Services. Targus advertises that its Caller Name Express™ service provides nationwide calling name delivery with over 140 million names, from a simple database accessible through SS7.<sup>2</sup> Thus, the CNAM database is no different from operator and directory assistance services which, because of their availability from alternative vendors, were not required to be offered as unbundled network elements (see §VH of the UNE Remand Order), and should be removed from the required list of UNES.

## **VII. CONCLUSION**

Sprint respectfully requests that the Commission reconsider and clarify the UNE Remand Order as requested above.

Respectfully submitted,

### **SPRINT CORPORATION**

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February 17, 2000

<sup>1</sup> It may be noted that loops greater than 18,000 feet in length are generally not suitable for DSL-based broadband services, in any case.

<sup>2</sup> See SBC press release, "SBC Launches \$6 Billion Broadband Initiative," October 18, 1999 (<[http://sbc.com/News\\_Center/Article.html?query\\_type=article+query=19991018-01](http://sbc.com/News_Center/Article.html?query_type=article+query=19991018-01) >).

<sup>3</sup> "Bell South Fast Access Internet Service Deployed in 30 Target Markets," November 11, 1999 (<<http://www.bellsouthcorp.com/proactive/documents/render/30182.vtml> >).

<sup>4</sup> “Bell Atlantic, 3Com Announce Industry-First DSL Retail Alliance,” October 6, 1999 (< <http://www.ba.com/nr/1999/Oct/19991006004.html> >).

<sup>5</sup> “GTE to Offer Low-Priced, Higher-Speed Internet Access Service While Accelerating Deployment in 17 States,” July 22, 1999 (< <http://www.gte.com/AboutGTE/NewsCenter/News/Releases/ADSLBronze.html> >).

<sup>6</sup> See < [http://www.smallbiz.findlaw.com/text/P10\\_4223.stm](http://www.smallbiz.findlaw.com/text/P10_4223.stm) >.

<sup>7</sup> See Yankee Group, “What SMBs Want In Local Service: Do You Have It?,” November 1998. The relevant page (Exhibit 2) is attached as Appendix B.

<sup>8</sup> Stated differently, assuming such an end office has 2,500 access lines addressable through central office DSLAM collocation, it is the minimum size central office needed to enable the requesting carrier to achieve a subscriber density of 250 subscribers even at an optimistic 10% of market share subscriber penetration by the requesting carrier.

<sup>9</sup> See < <http://www.targusinfo.com/products/cname/index.html> >. Other information on the scope and reliability of this service is available through that web site.



BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 12  
Cancels Original Page 12

ISSUED: February 7, 2000  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

EFFECTIVE: February 22, 2000

**A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

(T)

**A13.5 (DELETED) (Cont'd)**

(D)

**A13.6 Group Emergency Alerting and Dispatching Systems - (Obsoleted, See A113.1)**

**A13.7 Reserved for Future Use**

**A13.8 Reserved for Future Use**

**A13.9 Custom Calling Services**

**A13.9.1 Description**

- A. Custom Calling services are auxiliary features provided in addition to basic telephone service. Custom Calling services consist of the following features:
  - 1. Call Forwarding Variable - This provides an arrangement for transferring incoming calls to another local service telephone number by dialing a code and the number of the service to which calls are to be transferred. In addition, calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Call Forwarding shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the station originating the call and the station to which the call is transferred.

FLORIDA PUBLIC SERVICE COMMISSION  
 DOCKET  
 NO. 000828-IT EXHIBIT NO. 4  
 COMPANY/ BellSouth  
 WITNESS: \_\_\_\_\_  
 DATE: 1-10-01

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
ISSUED: July 5, 1996  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

## GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 13  
Cancels Original Page 13

EFFECTIVE: July 26, 1996

**A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

(T)

**A13.9 Custom Calling Services (Cont'd)****A13.9.1 Description (Cont'd)**

- A. Custom Calling services are auxiliary features provided in addition to basic telephone service. Custom Calling services consist of the following features: (Cont'd)
2. Three-Way Calling - This permits an existing call to be held, and, by dialing, a second telephone call can be established and added to the connection. This service contemplates that normal transmission performance quality cannot be guaranteed on all calls.
  3. Call Waiting - By means of a tone signal a customer who is using his telephone is alerted when another caller is trying to reach that station. Permits putting first call on hold so that second call can be answered.  
In Central Offices where the capability exists and has been implemented, subscribers to Call Waiting may dial activate a Control Call Waiting feature. Before a call is initiated, the subscriber may activate the Control Call Waiting feature and Call Waiting is then made inoperative on the first call initiated by the subscriber immediately following activation of the cancel feature. The feature may also be activated after a call is established, if the customer subscribes to a service that allows flash-hook privileges such as Three-Way Calling. Call Waiting is restored automatically on termination of such a call. During the time the Control Call Waiting feature is activated, incoming callers receive a busy tone.
  4. Speed Calling - This provides for the calling of a 7- or 10-digit telephone number by dialing an abbreviated code. The two arrangements available are an eight-number capacity (8-code) and a thirty-number capacity (30-code).
  5. Call Forwarding Busy Line - This feature provides for calls terminating to a subscriber's busy directory number to be forwarded to another telephone number on a premises other than the provisioned premises. The customer selected forward-to telephone number is preprogrammed at the time service is established and can only be changed via service order.
  6. Call Forwarding Don't Answer - This feature provides for calls terminating to a subscriber's idle directory number to be forwarded, after a customer preselected interval, to another telephone number. The customer selected forward-to telephone number and specified interval are preprogrammed at the time service is established and can only be changed via service order. No service order charge is applicable if the customer requests a ring count change within 30 days from the establishment of this feature on the subscriber's line.
  7. Call Forwarding Don't Answer - Ring Control (CFDA-RC) - This feature provides for calls incoming to a subscriber's idle directory number to be forwarded to another telephone number after a customer-controlled interval expressed in either ring cycles or seconds, depending on specific technology involved. The forwarded-to telephone number is specified at the time service is established and can only be changed via service order. Such change is subject to normal service order charges. CFDA-RC is available only where facilities permit, and provides the customer with the capability to change the interval after which forwarding occurs. Such change is made at the convenience of the customer, and is not subject to service order charges. After establishment of service, the interval cannot be changed via service order.

(C)

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

## GENERAL SUBSCRIBER SERVICE TARIFF

Original Page 14

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BY: Joseph P. Lacher, President - FL  
Miami, Florida

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**A13. MISCELLANEOUS SERVICE ARRANGEMENTS<sup>1</sup>**

(N)

**A13.9 Custom Calling Services (Cont'd)****A13.9.1 Description (Cont'd)**

A. Custom Calling services are auxiliary features provided in addition to basic telephone service. Custom Calling services consist of the following features: (Cont'd)

8. Customer Control of Call Forwarding Busy Line - This feature provides a customer the Call Forwarding Busy Line feature and the capability to control from his base station line the activation and deactivation of the service by using dialing codes. The destination telephone number is specified by the customer at the time this feature is ordered and can only be changed via service order.
9. Customer Control of Call Forwarding Don't Answer - This feature provides a customer the Call Forwarding Don't Answer feature and the capability to control from his base station line the activation and deactivation of the service by using dialing codes. The destination telephone number and forwarding interval are specified by the customer at the time this feature is ordered and can only be changed via service order.
10. Call Forwarding Multipath - This feature provides customers who subscribe to Call Forwarding Busy Line, Call Forwarding Don't Answer, Customer Control of Call Forwarding Busy Line, Customer Control of Call Forwarding Don't Answer, Call Forwarding Variable, or Remote Access to Call Forwarding Variable the capability to specify the number of calling paths that will be forwarded to another telephone number.

Where facilities permit for a single (non-rotary) exchange line/trunk or a rotary (hunting) arrangement of 10 or less lines/trunks, 10 calling paths will be provided at no charge. For a hunting arrangement greater than 10 lines/trunks, additional paths (in excess of the 10 provided at no charge) can be purchased. The total number of calling paths cannot exceed the number of lines/trunks in the forwarding hunting arrangement. In all cases, the number of call forwarding paths is dependent upon the terminating capability of the forward-to directory number. For the Call Forwarding Don't Answer feature each call will be forwarded at the completion of each ring cycle. A service order charge will apply to requests to increase or decrease the number of calling paths. The service order charge will not apply for the first sixty (60) days following the effective date of this Tariff.

11. Remote Access - Call Forwarding Variable - This feature provides a customer the Call Forwarding Variable feature and the capability to activate and deactivate the service remotely from any line/equipment capable of Touch-Tone signaling rather than only from the base station line. This feature does not require that a courtesy call be completed to the forward-to-telephone number.
12. Call Waiting Deluxe (CWD) - This service allows a customer to control the treatment applied to incoming calls while the customer is off-hook on a call. Call Waiting Deluxe includes the functionality of the Call Waiting feature and provides several additional call disposition options.

The customer must have a Calling Identification Delivery feature, such as Caller ID-Basic or Caller ID-Deluxe for the calling identification data of the waiting call to be provided following the Call Waiting Deluxe alerting tone.

The customer must subscribe to a Call Forwarding Don't Answer feature in order to forward a waiting call to another location.

Call disposition options provided with Call Waiting Deluxe include:

- Answer the waiting call, placing the first party on hold
- Answer the waiting call, dropping the first party

**Note 1:** Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.



BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

Fourth Revised Page 15  
Cancels Third Revised Page 15

ISSUED: November 29, 1999  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

EFFECTIVE: December 14, 1999

## A13. MISCELLANEOUS SERVICE ARRANGEMENTS

### A13.9 Custom Calling Services (Cont'd)

#### A13.9.1 Description (Cont'd)

- A. Custom Calling services are auxiliary features provided in addition to basic telephone service. Custom Calling services consist of the following features: (Cont'd)

12. **Call Waiting Deluxe (CWD)** (Cont'd)

- Direct the waiting caller to hold via a recording
- Forward the waiting call to another *location* (e.g., a voice mailbox or Telephone Answering Service)
- Conference the waiting call with the existing, stable call and, if desired, subsequently drop either leg of the "conferenced" call.

(T)

Utilization of the full capabilities of Call Waiting Deluxe requires the use of an Analog Display Services Interface (ADSI) - compatible telephone at the customer's premises. The installation and maintenance of the ADSI-compatible CPE and its technical capability to function in conjunction with the features specified herein is the responsibility of the customer. The Company assumes no liability, and will be held harmless, for any incompatibility between this equipment and the network features described herein.

All terms and conditions, including rates, for the other features associated with the line are as described in the feature-specific sections of this Tariff. Such features must be ordered separate from Call Waiting Deluxe.

13. Three-Way Calling with Transfer - This feature allows a user to hold an in-progress call and complete a second call while maintaining privacy from the first call, or to add on the previously held call for a three-way conference. Incoming calls may be transferred to another access arrangement on an inter- or intra-switch basis. Where the subscriber originates both legs of a three-way call, those legs will remain bridged together when the subscriber goes on hook when at least one of the legs is an intra-switch call. Where the subscriber originates two inter-switch legs of a three-way call, both legs remain bridged when the subscriber goes on hook where the serving switch is not a 5ESS switch. For such calls in a 5ESS switch, both inter-switch legs are disconnected when the subscriber goes on hook. This feature shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part of message charges, toll or otherwise, that would regularly be applicable between the stations bridged together by the subscriber.
14. Star 98 Access - This feature allows a subscriber to dial \*98 to access a service such as their voice mail service.

(N)

#### A13.9.2 Provision of Service

- A. Custom Calling Services are furnished only from central offices which have been arranged to provide these services. The services are provided subject to the availability of facilities.
- B. Except where provided otherwise in this Tariff, Custom Calling Services are furnished only in connection with individual line residence and business main service. The features are not available in connection with Prestige<sup>®</sup> Communications Service, Centrex-type Service or Access Line Service for Payphone Service Provider Telephones and SmartLine<sup>®</sup> service. Except where specifically provided otherwise in this Tariff, Call Waiting-Deluxe is furnished only to single line residence customers.
- C. Custom Calling Services as itemized in A13.9.3.B. following are offered for use with PBX Trunk Service or Outward WATS Service subject to the following limitations:
1. May be provided when compatible with the equipment configuration at the customer's premises.
  2. Available only in certain types of central offices.
  3. Not available with Direct Inward Dial type trunks.
  4. Available only with two types of hunting arrangements, multiline and series completion, and subject to the limitations of these hunting arrangements.
- D. Subscribers to Call Waiting Deluxe must have Touch-Tone service.
- E. Service charges for establishment of Call Waiting Deluxe on a customer's line do not apply.

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 TELECOMMUNICATIONS, INC.  
 FLORIDA  
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 BY: Joseph P. Lacher, President -FL  
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GENERAL SUBSCRIBER SERVICE TARIFF

Fifth Revised Page 16  
 Cancels Fourth Revised Page 16

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**A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

**A13.9 Custom Calling Services (Cont'd)**

**A13.9.3 Rates**

- A. Residence<sup>1</sup>
  - 1. Non-Package

	<b>Monthly</b>		
	<b>Rate</b>	<b>USOC</b>	
(a) Call Forwarding Variable <sup>2</sup>	\$4.00	ESM	(1)
(b) Three-Way Calling <sup>2</sup>	4.70	ESC	(1)
(c) Call Waiting <sup>2</sup>	5.15	ESX	(1)
(d) Speed Calling (8-Code) <sup>2</sup>	2.00	ESL	
(e) Speed Calling (30-Code) <sup>2</sup>	3.00	ESF	
(f) Call Forwarding Busy Line <sup>2</sup>	1.00	GCE	
(g) Call Forwarding Don't Answer <sup>2</sup>	1.00	GCJ	
(h) Customer Control of Call Forwarding Busy Line <sup>2</sup>	3.00	GJP	
(i) Customer Control of Call Forwarding Don't Answer <sup>2</sup>	3.00	GJC	
(j) Call Forwarding Busy Line Multipath or Customer Control of Call Forwarding Busy Line Multipath <sup>1</sup>	2.00	CFSBX	
(k) Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath <sup>1</sup>	2.00	CFSDX	
(l) Call Forwarding Variable Multipath or Remote Access - Call Forwarding Variable Multipath <sup>1</sup>	3.00	CFSVX	
(m) Remote Access - Call Forwarding Variable <sup>2</sup>	5.20	GCZ	

**Note 1:** A secondary service charge is applicable to all listed services except for Call Waiting Deluxe when provided on a separate order. (No service charges apply to Call Waiting Deluxe.) No other service charges are applicable.

**Note 2:** Monthly rate per central office line equipped.

**Note 3:** Monthly rate for each path in excess of ten paths.

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**A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

**A13.9 Custom Calling Services (Cont'd)**

**A13.9.3 Rates (Cont'd)**

**A. Residence<sup>1</sup> (Cont'd)**

**1. Non-Package (Cont'd)**

	<b>Monthly Rate</b>	<b>USOC</b>
(n) Call Waiting Deluxe <sup>2</sup>	\$6.00	ESXD+
(o) Call Forwarding Don't Answer - Ring Control <sup>2</sup>	1.00	GCJRC
(p) Three-Way Calling with Transfer <sup>3</sup>	4.95	ESCWT

**B. Business/Business PBX<sup>4</sup>**

**1. Non-Packages**

(a) Call Forwarding Variable <sup>2</sup>	5.00	ESM	
(b) Call Forwarding Variable <sup>5</sup>	7.00	E4O	
(c) Three-Way Calling <sup>6</sup>	5.50	ESC	(l)
(d) Call Waiting <sup>6</sup>	7.00	ESX	(l)
(e) Speed Calling (8-Code) <sup>2</sup>	5.00	ESL	(l)
(f) Speed Calling (8-Code) <sup>7</sup>	3.00	ESLWT	
(g) Speed Calling (8-Code) <sup>3</sup>	3.00	ESLTK	
(h) Speed Calling (30-Code) <sup>2</sup>	5.50	ESF	(l)
(i) Speed Calling (30-Code) <sup>7</sup>	5.00	ESFWT	
(j) Speed Calling (30-Code) <sup>5</sup>	5.00	ESFTK	
(k) Call Forwarding Busy Line <sup>6</sup>	4.75	GCE	(l)
(l) Call Forwarding Don't Answer <sup>8</sup>	4.75	GCJ	(l)
(m) Customer Control of Call Forwarding Busy Line <sup>8</sup>	8.00	GJP	(l)

**Note 1:** A secondary service charge is applicable to all listed services except for Call Waiting Deluxe when provided on a separate order. (No service charges apply to Call Waiting Deluxe.) No other service charges are applicable.

**Note 2:** Monthly rate per central office line equipped.

**Note 3:** Appropriate local or toll usage charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits the call.

**Note 4:** A secondary service charge is applicable to this service when provided on a separate order. No other service charges are applicable.

**Note 5:** Monthly rate per trunk equipped.

**Note 6:** Monthly rate per line/trunk equipped.

**Note 7:** Monthly rate per outward WATS line equipped.

**Note 8:** Monthly rate per central office line/ trunk equipped.

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**A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

**A13.9 Custom Calling Services (Cont'd)**

**A13.9.3 Rates (Cont'd)**

- B. Business/Business PBX<sup>1</sup> (Cont'd)**
- 1. Non-Packages (Cont'd)

	<b>Monthly</b>		
	<b>Rate</b>	<b>USOC</b>	
(n) Customer Control of Call Forwarding Don't Answer <sup>2</sup>	\$8.00	GJC	(I)
(o) Call Forwarding Busy Line Multipath or Customer Control of Call Forwarding Busy Line Multipath <sup>3</sup>	4.75	CFSBX	(I)
(p) Call Forwarding Don't Answer Multipath or Customer Control of Call Forwarding Don't Answer Multipath <sup>1</sup>	4.75	CFSDX	(I)
(q) Call Forwarding Variable Multipath or Remote Access - Call Forwarding Variable Multipath <sup>1</sup>	4.75	CFSVX	(I)
(r) Remote Access - Call Forwarding Variable <sup>2</sup>	10.00	GCZ	(I)
(s) Call Forwarding Don't Answer - Ring Control <sup>2</sup>	4.75	GCJRC	(I)
(t) Three-Way Calling with Transfer <sup>4</sup>	7.00	ESCWT	(I)

- C. Custom Calling Services can be suspended as specified in A2.3.16 of this Tariff. During the period of suspension, no recurring charge applies.

**A13.9.4 Per Use Three-Way Calling Service**

**A. General**

1. Per Use Three-Way Calling Service is available to all residence and business customers where facilities permit. This service permits use of the three-way calling feature on an as-needed basis, with the subscriber paying the rate shown in A13.9.4.B, for each occasion it is successfully used. Three-way calling permits the subscriber activating the feature to hold an in-progress call and originate a second call while maintaining privacy from the first call, or to add another party for a three-way conference arrangement.
2. Switch-specific technology determines how a subscriber "activates" the feature. In certain switch technology, the feature is activated by "flashing" the serving switch from the subscriber's terminating equipment. ("Flashing" is accomplished via a receiver button, switchhook, hook flash key, flash key, etc.) This technology provides the subscriber with spontaneous control of the feature. Other switch technology requires that the feature be dial-activated by the subscriber prior to establishing the first leg of a three-way call, using a Company-provided code.
3. The per use charge is applied only when a second call is completed and bridged to the first call. Completed calls include, but are not limited to, those calls terminated to telephones, voice messaging systems, answering machines, facsimile machines, modems, etc.
4. The per use charge is in addition to any tariffed switched network usage charge appropriate for the line with which the Per Use Three-Way Calling feature is associated. Such usage may include, but is not limited to, toll charges, local measured service charges, exception calling plan rates, etc. Terms and conditions of these charges are as covered in tariff sections specific to that particular call type, and are not impacted by the application of the per use charge.
5. Access to the per use capability can be restricted at the customer's request at no charge.

**Note 1:** A secondary service charge is applicable to this service when provided on a separate order. No other service charges are applicable.

**Note 2:** Monthly rate per central office line/ trunk equipped.

**Note 3:** Monthly rate per call forwarding path in excess of ten paths.

**Note 4:** Appropriate local or toll usage charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits the call.

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA  
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Fifth Revised Page 19  
Cancels Fourth Revised Page 19  
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### A13. MISCELLANEOUS SERVICE ARRANGEMENTS

#### A13.9 Custom Calling Services (Cont'd)

##### A13.9.4 Per Use Three-Way Calling Service (Cont'd)

B. Rates

1. Per Use Three-Way Calling

	<b>Residence</b>	<b>Business</b>	<b>USOC</b>
(a) Per use (requires completion and bridging of second call)	\$ .90	\$ .90	NA

##### A13.9.5 Flexible Call Forwarding (Obsoleted, See Section A113.)

(0)

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## **A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

### **A13.9 Custom Calling Services (Cont'd)**

**A13.9.5 Flexible Call Forwarding (Cont'd) (Obsoleted, See Section A113.)**

(0)

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### **A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

#### **A13.9 Custom Calling Services (Cont'd)**

A13.9.5 Flexible Call Forwarding (Cont'd) (Obsoleted, See Section A113.)

(O)

A13.9.6 (DELETED)

(D)

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GENERAL SUBSCRIBER SERVICE TARIFF

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### A13. MISCELLANEOUS SERVICE ARRANGEMENTS

#### A13.9 Custom Calling Services (Cont'd)

##### A13.9.6 (Cont'd) (DELETED)

(D)

##### A13.9.7 Star 98 Access

###### A. Applications

Star 98 Access is an optional network feature which allows subscribers to dial \*98 to access a service. Generally subscribers use this feature to access their local voice mail service from their home or business telephone line. Star 98 Access is available, where facilities permit, to individual line residence and business subscribers.

###### B. Description

Star 98 Access provides subscribers with access to a service, generally their local voice mail service, when they dial \*98 from their home or business telephone line. Star 98 Access connects the customer to the local telephone number, generally of their voice mail provider, to whom their calls are forwarded via a version of Call Forwarding Don't Answer. The appropriate auxiliary calling feature (i.e. Call Forwarding Don't Answer or Call Forwarding Don't Answer – Ring Control) is required with this service.

###### C. Regulations and Limitations of Services

1. Star 98 Access is only available to subscribers on lines which are equipped with a version of Call Forwarding Don't Answer.
2. Star 98 Access is provisioned on a per line basis and functions only from a line provisioned with this feature and the appropriate auxiliary calling features.
3. Star 98 Access is not available on ISDN, Prestige<sup>®</sup>, Foreign Central Office (FCO), Foreign Exchange (FX) lines or any Centrex type service.
4. Star 98 Access may not be compatible with all auxiliary calling features.

###### D. Rates and Charges

1. Per line equipped

		Monthly	
		Rate	USOC
(a)	Residence	\$1.00	S98AF
(b)	Business	2.00	S98AF

#### A13.10 Network Facilities for use with Public Announcement Services (Obsoleted, See Section A113.)

<sup>®</sup> Registered Service Mark of BellSouth Intellectual Property Corporation



EXHIBIT NO. 5

DOCKET NO.: 000828-TP

WITNESS: Ruscilli

PARTY: BellSouth

DESCRIPTION:

1. Errata to the testimony of John Anthony Ruscilli.
2. BellSouth Notice of Withdrawal of Testimony.

PROFFERING PARTY: BellSouth

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 000828-TP EXHIBIT NO. 5  
COMPANY/ BellSouth  
WITNESS: \_\_\_\_\_  
DATE 1-10-01

I.D. # \_\_\_\_\_

**ERRATA  
TO THE DIRECT TESTIMONY OF  
JOHN ANTHONY RUSCILLI  
FLORIDA DOCKET NO. 000828-TP  
FILED NOVEMBER 1, 2000**

- Page 11, line 2 – Change Issue No. 2 to Issue No. 3.
- Page 16, line 17 – Add, after the word such, “elements in order to provide”.
- Page 18, line 22 – Add, before the comma, “and increase their number of lines to four or more”.
- Page 35, line 21 – Change cannot to do not.
- Page 45, line 3 – After the period, begin the next sentence with “It is my understanding that”.

ERRATA  
TO THE REBUTTAL TESTIMONY OF  
JOHN ANTHONY RUSCILLI  
FLORIDA DOCKET NO. 000828-TP  
FILED DECEMBER 1, 2000

- Page 4, line 2 – Change page “7” to page “6”.

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In the Matter of: )  
 )  
 Petition of Sprint Communications Company L.P. for ) Docket No. 000828-TP  
 Arbitration with BellSouth Telecommunications, Inc., )  
 Pursuant to Section 252(b) of the Telecommunications )  
 Act of 1996. )  
 \_\_\_\_\_ )

**BELLSOUTH TELECOMMUNICATIONS, INC.'S  
 NOTICE OF WITHDRAWAL OF TESTIMONY**

Based on the resolution of certain issues in this proceeding subsequent to the Pre-Hearing Conference, BellSouth Telecommunications, Inc., ("BellSouth") withdraws the following testimony filed in this proceeding:

<u>WITNESS</u>	<u>TESTIMONY</u>	<u>ISSUE(S)</u>	<u>PORTIONS WITHDRAWN</u>
Daonne Caldwell	Direct	35	All testimony (Exhibit DDC-1)
Dave Coon	Direct	23 – 27	All testimony
John Ruscilli	Direct	1 5 10 11 12 23 26 27 30	page 3, line 3 – page 6, line 12 page 22, line 5 – page 27, line 2 page 46, line 4 – page 49, line 10 (Exhibit JAR-2) page 49, line 12 – page 58, line 21 page 58, line 23 – page 67, line 2 page 67, line 4 – page 71, line 6 page 71, line 8 – page 75, line 7 page 75, line 9 – page 76, line 2 page 77, line 2 – page 87, line 1 (Exhibit JAR-3)

John Ruscilli	Rebuttal	1	page 2, line 3 – page 3, line 16
		5	page 12, line 13 – page 13, line 22
		10	page 18, line 14 – page 22, line 1
		11	page 22, line 3 – page 25, line 16
		12	page 25, line 18 – page 26, line 16
		23	page 26, line 18 – page 28, line 12
		26, 27	page 28, line 14 – page 30, line 11
Keith Milner	Direct	16	page 2, line 25 – page 5, line 2
		18	page 5, line 4 – page 6, line 24
		21	page 7, line 1 – page 9, line 18
		33	page 13, line 11 – page 14, line 12
		34	page 14, line 14 – page 15, line 9
Keith Milner	Rebuttal	18	page 2, line 3 – page 3, line 8
		33	page 9, line 11 – page 9, line 18
		34	page 9, line 20 – page 11, line 4

Respectfully submitted this 10<sup>th</sup> day of January 2001.

BELLSOUTH TELECOMMUNICATIONS, INC.

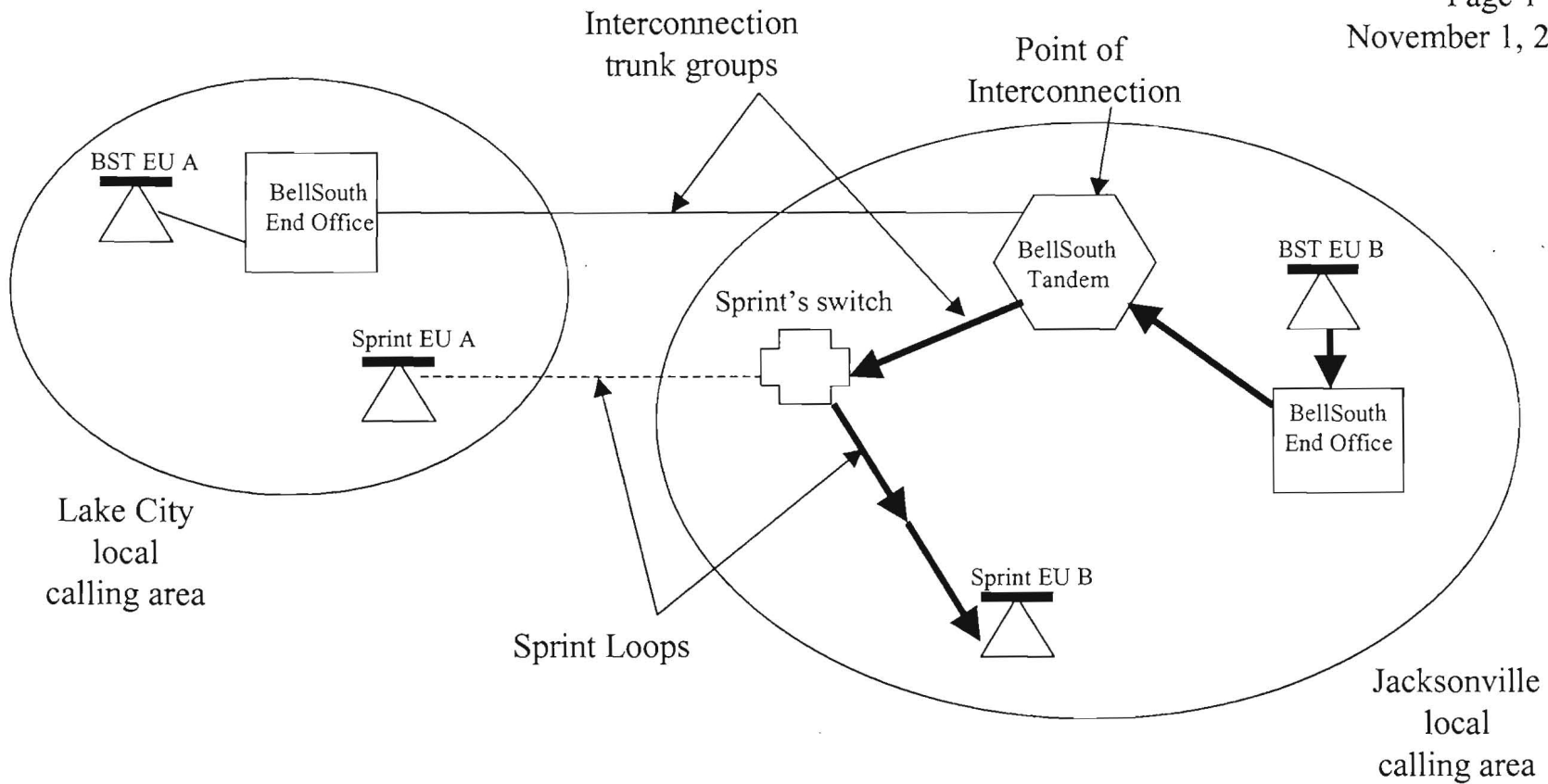
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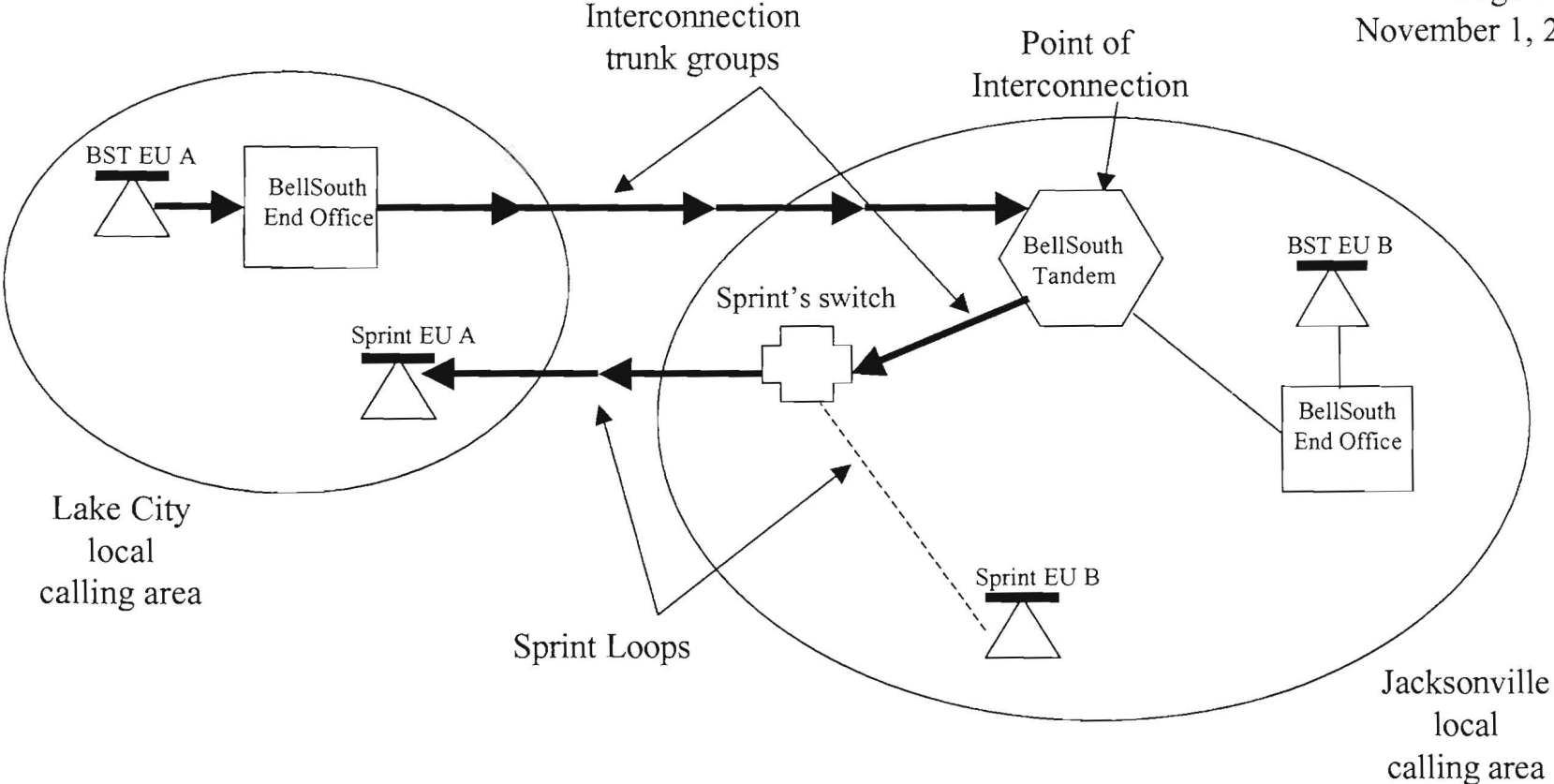
**Local Call from Jacksonville BST EU to Jacksonville Sprint EU**



#234365

FLORIDA PUBLIC SERVICE COMMISSION  
 DOCKET  
 NO. 000828-TP EXHIBIT NO. 6  
 COMPANY/ BellSouth  
 WITNESS: \_\_\_\_\_  
 DATE: 1-10-01

**Local Call from Lake City BST EU to Lake City Sprint EU**



**Local Call from Lake City BST EU to Lake City BST EU**

