

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 DIRECT TESTIMONY OF JOHN A. RUSCILLI
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

4 DOCKET NO. 010098-TP

5 JUNE 8, 2001

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

10
11 A. My name is John A. Ruscilli. I am employed by BellSouth as Senior Director for
12 State Regulatory for the nine-state BellSouth region. My business address is 675
13 West Peachtree Street, Atlanta, Georgia 30375.

14
15 Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND
16 AND EXPERIENCE.

17
18 A. I attended the University of Alabama in Birmingham where I earned a Bachelor
19 of Science Degree in 1979 and a Master of Business Administration in 1982.
20 After graduation I began employment with South Central Bell as an Account
21 Executive in Marketing, transferring to AT&T in 1983. I joined BellSouth in late
22 1984 as an analyst in Market Research, and in late 1985 moved into the Pricing
23 and Economics organization with various responsibilities for business case
24 analysis, tariffing, demand analysis and price regulation. I served as a subject
25 matter expert on ISDN tariffing in various commission and public service

1 commission (“PSC”) staff meetings in Tennessee, Florida, North Carolina and
2 Georgia. I later moved into the State Regulatory and External Affairs
3 organization with responsibility for implementing both state price regulation
4 requirements and the provisions of the Telecommunications Act of 1996, through
5 arbitration and 271 hearing support. In July 1997, I became Director of
6 Regulatory and Legislative Affairs for BellSouth Long Distance, Inc., with
7 responsibilities that included obtaining the necessary certificates of public
8 convenience and necessity, testifying, Federal Communications Commission
9 (“FCC”) and PSC support, federal and state compliance reporting and tariffing for
10 all 50 states and the FCC. I assumed my current position in July 2000.

11

12 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

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14 A. The purpose of my testimony is to present BellSouth’s policy positions on two
15 issues raised by Florida Digital Network, Inc. (“FDN”) in its Petition for
16 Arbitration (“Petition”) filed with the Florida Public Service Commission
17 (“Commission”) on January 23, 2001. Specifically, I respond to issues 4 and 8 as
18 contained in Appendix A of the Commission’s Order Establishing Procedure,
19 dated June 7, 2001. In addition to my testimony, BellSouth is filing the testimony
20 of Mr. Tommy Williams who will address issue 1 and Mr. Jerry Kephart who will
21 address issues 3, and 10. The parties have reached agreement on Issues 2 and 9,
22 and FDN has withdrawn Issues 5, 6, and 7 from this arbitration.

23

1 *Issue 4A: Is the issue regarding due dates for move orders as stated in 4(B) below, a*
2 *performance measure issue? If so, is it appropriate to arbitrate the issue in this*
3 *proceeding?*

4
5 Q. WHAT IS BELL SOUTH'S POSITION REGARDING THIS ISSUE?

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7 A. In Issue 4(B) below, FDN is seeking a specific remedy that would apply if
8 BellSouth misses a due date for an FDN move order. What FDN is seeking,
9 therefore, is the establishment of a performance measurement and the imposition
10 of a penalty if BellSouth fails to meet that measurement.

11
12 The Commission has convened a generic docket in which it is considering the
13 establishment of permanent performance measurements and a penalty plan.
14 (Docket No. 000121-TP). All alternative local exchange carriers ("ALECs") that
15 may be affected by performance problems (including FDN) had the opportunity to
16 participate in that docket and offer input into the appropriate performance
17 measurements to be established and the appropriate penalties to impose when
18 these measurements are not met. The outcome of the generic performance
19 measurements docket will properly and adequately resolve this issue as raised by
20 FDN.

21
22 It would be an inefficient use of the Commission's resources to address the same
23 issues in a two-party arbitration decision that it currently is addressing in a
24 generic docket. Additionally, it would be inappropriate if one outcome is reached
25 on this issue in this two-party arbitration and another outcome is reached on this

1 issue in the generic docket. Finally, adopting FDN’s position in this docket could
2 improperly result in a double-penalty for BellSouth. Assume, for example, that in
3 the generic docket the Commission adopts a performance measurement and
4 corresponding penalties that would apply to missed move orders. If BellSouth
5 subsequently misses an FDN move order, it could suffer two penalties – having to
6 provide free retail service to FDN’s end user and having to comply with the
7 penalty established in the generic docket – for one incident. This is an improper
8 result that should be avoided.

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10
11 Q. HOW DOES BELLSOUTH RECOMMEND THAT THE COMMISSION RULE
12 ON THIS ISSUE?

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14 A. The Commission should rule that Issue 4(B) below is a performance measure
15 issue, and it should refer that issue to Docket No. 000121-TP.

16
17 ***Issue 4B: For purposes of the new BellSouth/FDN interconnection agreement, in the***
18 ***event BellSouth misses a due date for a customer move order, should BellSouth be***
19 ***required to provide retail phone service to FDN at the new address at no charge until***
20 ***the move order is completed?***

21
22 Q. PLEASE RESPOND TO FDN’S REQUEST FOR “FREE RETAIL SERVICE”
23 WHEN BELLSOUTH CANNOT MEET THE REQUIRED DUE DATE ON
24 MOVE ORDERS FOR FDN’S END USERS.
25

4

1 A. BellSouth is not obligated by the Act, by the FCC's rules, or by this
2 Commission's rules to provide free service to an ALEC or to an ALEC's
3 customers. Moreover, FDN's proposal is impractical and unrealistic. If
4 BellSouth is unable to establish a new UNE loop at the customer's new location
5 by the due date, it is highly unlikely that BellSouth would be able to establish
6 retail service at the same new location any sooner because the same facilities
7 would most likely be used to provide either service. This is nothing more than an
8 attempt by FDN to obtain an unwarranted and, as noted above, possibly
9 duplicative penalty from BellSouth.

10

11 Q. PLEASE RESPOND TO FDN'S ALLEGATION IN ITS PETITION THAT "IN
12 MOST CASES" BELLSOUTH MISSES A DUE DATE FOR ESTABLISHING
13 A NEW UNE LOOP AT THE CUSTOMER'S NEW LOCATON.

14

15 A. BellSouth attempts to execute all orders in a timely fashion. While there are
16 occasions when it is unable to do so, BellSouth denies that "in most cases" it
17 misses a due date for an FDN move order. In fact, a review of BellSouth's
18 performance data from January through April 2001 indicates that BellSouth met
19 the installation appointment date on 87.5% of all of FDN's orders. Additionally,
20 the vast majority (77%) of the appointments that BellSouth did not meet were
21 missed due to a situation caused by FDN's end user, not by BellSouth.

22

23 Q. HOW SHOULD THE COMMISSION DECIDE THIS ISSUE?

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1 A. The Commission should not require BellSouth to provide free retail service when
2 it misses a due date for an FDN move order.

3

4 ***Issue 8A: Is the issue regarding due dates for move orders as stated in 8(B) below, a***
5 ***performance measure issue? If so, is it appropriate to arbitrate the issue in this***
6 ***proceeding?***

7

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

9

10 A. In Issue 8(B) below, FDN is seeking a specific remedy for what it apparently
11 perceives to be a problem regarding the time it takes BellSouth to fill FDN's work
12 orders. For all of the reasons I mentioned in support of BellSouth's position on
13 Issue 4(A), the Commission should refer this issue to Docket No. 000121-TP.

14

15 ***Issue 8B: For the purposes of the new BellSouth/FDN interconnection agreement,***
16 ***should BellSouth be required to allow FDN the option of a BellSouth frame attendant***
17 ***who works exclusively on FDN orders, if FDN agrees to fully fund this frame***
18 ***attendant?***

19

20 Q. PLEASE RESPOND TO FDN'S REQUEST THAT THE COMMISSION
21 ORDER BELLSOUTH TO PROVIDE FDN THE OPTION OF HAVING A
22 BELLSOUTH FRAME ATTENDANT WHO WORKS EXCLUSIVELY ON
23 FDN ORDERS.

24

1 A. BellSouth is not required under the Act, the FCC's rules, or this Commission's
2 rules to provide such option to FDN. If FDN desires such an option, it should
3 submit a request through BellSouth's Bona Fide Request ("BFR") process.
4 Through the BFR process, BellSouth can properly evaluate the feasibility of
5 FDN's request. Handling such a request through the BFR process would afford
6 BellSouth the opportunity to evaluate the many factors likely to be associated
7 with such an option, such as supervision and control, liability, union issues, wages
8 and overtime policies, and various administrative issues.

9
10 Q. IF FDN IS WILLING TO "FULLY FUND" SUCH A FRAME ATTENDANT,
11 WHY IS BELLSOUTH NOT WILLING TO OFFER THIS OPTION TO FDN?

12
13 A. The issue is whether BellSouth should be required to include such an option in the
14 new BellSouth/FDN interconnection agreement. Frame attendants simply are not
15 "network elements" that BellSouth is required to unbundle, nor are they necessary
16 on a per ALEC basis for interconnection and resale. If Congress, the FCC, or the
17 Florida Legislature felt it necessary to obligate incumbent local exchange carriers
18 ("ILECs") to dedicate personnel to individual ALECs, they would have clearly
19 expressed such a requirement. They have not done so, and BellSouth simply is
20 not obligated to offer FDN "a BellSouth employed technician dedicated to FDN
21 cutovers."

22
23 Additionally, there are numerous practical ramifications that must be considered.
24 If BellSouth provided a technician dedicated to FDN cutovers, for example, it
25 would be obligated to offer a technician dedicated to cutovers for other ALECs.

1 This could lead to significant workforce administration issues. For instance, how
2 is BellSouth supposed to handle a situation in which ALEC 1, which has not paid
3 for or authorized overtime, has more work than its dedicated technician can
4 handle, while ALEC 2's dedicated technician does not have a full workload?
5 How is BellSouth supposed to handle the union issue that could arise if the
6 technician dedicated to ALEC 2 asks for the opportunity to work overtime like his
7 coworkers? Can BellSouth assign ALEC 2's dedicated technician overtime and
8 have the technician work on ALEC 1 orders or on BellSouth's own orders?

9
10 Furthermore, requiring BellSouth to provide frame attendants dedicated to
11 particular ALECs could result in the need for expanded parking spaces and work
12 areas. Who is going to fund those expansions? Moreover, ALEC 1's technician
13 may need a vehicle to travel from a frame in one central office to a frame in
14 another central office. This leaves fewer vehicles for ALEC 2's technician and
15 for BellSouth's general body of technicians to use, and this could lead to the need
16 for more vehicles. Who is going to pay for the additional vehicles? Additionally,
17 if the technician is "employed" by BellSouth but "funded by" and "dedicate to"
18 FDN, is BellSouth or FDN going to be liable if the employee runs a red light and
19 damages a third party's car?

20
21 Clearly, the remedy sought by FDN would be administratively and financially
22 burdensome. It is also unnecessary. As I noted above, BellSouth's performance
23 data from January through April 2001 indicates that BellSouth met the installation
24 appointment date on 87.5% of FDN's orders, and the vast majority (77%) of the
25 appointments that BellSouth did not meet were missed due to a situation caused

1 by FDN's end user, not by BellSouth. Finally, the performance measurements
2 and penalties the Commission adopts in Docket No. 000121-TP will provide FDN
3 an adequate remedy for missed due dates that may occur.

4

5 Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

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7 A. The Commission should not require BellSouth to provide a BellSouth employed
8 technician dedicated to FDN cutovers.

9

10 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

11

12 A. Yes.

13

14 (#390942)