



Susan S. Masterton
Attorney

ORIGINAL

Law/External Affairs

Post Office Box 2214
1313 Blair Stone Road
Tallahassee, FL 32316-2214
Mailstop FTLH00107
Voice 850 599 1560
Fax 850 878 0777
susan.masterton@mail.sprint.com

Via Hand Delivery

June 28, 2002

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Ms. Blanca S Bayó, Director
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

Re: Docket No 020099-TP Rebuttal Testimony of Jeffrey P. Caswell &
Talmage O Cox, III

Dear Ms. Bayó

Enclosed for filing on behalf of Sprint-Florida, Incorporated (Sprint) is the original and 15 copies of Rebuttal Testimony of:

- 1 Jeffrey P. Caswell
- 2. Talmage O Cox, III

Copies have been served pursuant to the attached Certificate of Service.

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

Sincerely,

Susan S. Masterton

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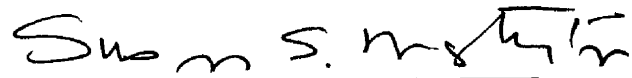
I HEREBY CERTIFY that a true and correct copy of the foregoing was served by hand delivery*, overnight mail** or U.S. Mail this 28th day of June 2002 to the following:

Cole, Raywid & Braverman, L.L.P. **
John C.Dodge/David N. Tobenkin
1919 Pennsylvania Avenue, N.W., #200
Washington, DC 20006

Moyle Law Firm (Tall)
Jon Moyle/Cathy Sellers
118 North Gadsden Street
Tallahassee, FL 32301

Volaris Telecom, Inc. **
Ms. Judy B. Tinsley
% DURO Communications, Inc.
3640 Valley Hill Road, N W.
Kennesaw, GA 30152-3238

Linda Dodson *
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850



Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

REBUTTAL TESTIMONY

OF

TALMAGE O. COX, III

ORIGINAL

1
2
3
4
5
6 **Q. Please state your name, business address, employer and current**
7 **position.**

8
9 A. My name is Talmage O. Cox, III. My business address is 6450 Sprint
10 Parkway, Overland Park, Kansas, 66251. I am employed as Senior
11 Manager Network Costing for Sprint/United Management Company.

12
13 **Q. What is your educational background?**

14
15 A. I received an Associate in Arts Degree from National Business College,
16 Roanoke, Virginia, in 1977 with a major in Business Administration --
17 Accounting. Subsequently, I received a Bachelor of Science Degree
18 from Tusculum College – Greeneville, Tennessee, in 1986 with a major
19 in Business Administration.

20
21 **Q. What is your work experience?**

22
23 A. I have worked for Sprint since 1978. Prior to my current position, I have
24 held several positions with Sprint in costing. I developed cost studies
25 and methodology associated with various services and special projects

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1 for state jurisdictional filings in Tennessee and Virginia. While working
2 in this position, I was the Telecordia Switching Cost Information System
3 (SCIS) Administrator for ten years responsible for coordinating model
4 questions with Telecordia and assisting other users when needed. For
5 the past five years, in my current position I have primary responsibility,
6 for developing the costing methodology and the module for interoffice
7 transport associated with Sprint's Unbundled Network Element (UNE)
8 transport cost. In addition to transport, I also currently have
9 responsibility for developing the costing methodology and the module
10 for switching associated with Sprint's UNE switching cost.

11

12 **Q. On whose behalf are you testifying?**

13

14 A. I am testifying on behalf of Sprint-Florida, Inc. ("Sprint").

15

16 **Q. Have you previously testified before other Public Utility**
17 **Commissions?**

18

19 A. Yes. I have previously testified before state regulatory commissions in
20 Kansas, Texas, and Florida.

21

22 **Q. What is the purpose of your Testimony?**

23

1 A. The purpose of my testimony is to rebut the assertions made by ALEC
2 witness D. Richard McDaniel concerning the recurring and non-
3 recurring charges billed by ALEC to Sprint for transport services.

4

5 **Q. ALEC witness Mr. McDaniel testifies on Page 6, Line 13-14, that**
6 **Sprint did not pay invoices for DS3 facilities. Should Sprint pay**
7 **the invoiced amounts related to these DS3 facilities?**

8

9 A. No. This would result in Sprint paying twice for the same network
10 circuit, once at a DS3 level and again at the DS1 level times 28.

11

12 **Q. Would Sprint pay for the transport network twice associated with**
13 **ALEC's duplicative billing of DS1's and DS3's for equivalent**
14 **bandwidth?**

15

16 A. Yes. For example 28 DS1's of bandwidth would consume the same
17 portion of the SONET terminal and the fiber facilities as a single DS3 of
18 bandwidth. The DS1 rates agreed upon in the interconnection
19 agreement cover the cost of the SONET terminals and the fiber
20 facilities. The DS3 rates agreed upon in the interconnection agreement
21 cover the cost of the SONET terminals and the fiber facilities.

22 Duplicative billing of DS1 and DS3 rates for the same route and the
23 same bandwidth would recover the SONET terminals and fiber facilities
24 twice.

25

1 **Q. ALEC witness Mr. McDaniel testifies on page 8, lines 2-3, to the**
2 **provisioning functions associated with dedicated DS1 transport.**
3 **Does the non-recurring charge for DS1 dedicated transport of**
4 **\$79.80 as specified in the interconnection agreement include the**
5 **same provisioning work as that just referenced in Mr. McDaniels,**
6 **testimony?**

7
8 **A. Yes. The non-recurring charge for DS1 dedicated transport of \$79.80**
9 **as specified in ALEC's signed interconnection agreement includes all**
10 **transport provisioning costs associated with the connection of DS1**
11 **dedicated transport. This would include the "set up for the same**
12 **framing and coding at each end" as described in Mr. McDaniel's Direct**
13 **Testimony.**

14
15 **Q. ALEC's witness Mr. McDaniel testifies on Page 7, line 22, that an**
16 **additional non-recurring charge for DS0's is warranted as well as a**
17 **non-recurring charge for the DS1. As further clarified in Mr.**
18 **McDaniels response to Sprint's Interrogatory No. 2 (Attached**
19 **hereto as Exhibit No. ____, TOC-1) this charge is alleged to be**
20 **necessary to recover trunk provisioning costs on ALEC's switch.**
21 **"For DS0's, ALEC bills only a one-time install charge that covers**
22 **testing the voice path and signaling and identification in ALEC's**
23 **switch." Does the reciprocal compensation minute of use rate per**
24 **the signed interconnection agreement recover the referenced work**

1 **activities associated with setting up DSO trunks on the switch**
2 **port?**

3
4 A. Yes. The function referenced by Mr. McDaniel is recovered in the
5 agreed upon reciprocal compensation per minute of use charge
6 associated with switching. Switch translation personnel perform this
7 activity associated with the initial setup of the trunks and the expense is
8 reported to a Network Administration expense account. This account is
9 included in the development of Sprint's annual charge factor, which is
10 utilized in the development of the agreed upon reciprocal compensation
11 per minute of use rate associated with switching.

12
13 **Q. ALEC witness Mr. McDaniel testifies on page 3, line 5-8, that the**
14 **minute of use charge has been resolved between the parties.**
15 **Therefore, is Sprint compensating ALEC for, "....testing the voice**
16 **path and signaling and identification in ALEC's switch?" (ALEC**
17 **Response to Interrogatory No. 2)**

18
19 A. Yes. As explained above the agreed upon reciprocal compensation per
20 minute of use rate that Sprint pays ALEC recovers the cost of "...testing
21 the voice path and signaling and identification in ALEC's switch."
22 Therefore, Sprint is compensating ALEC for the function specified by
23 Mr. McDaniel and no other charges are warranted.

24
25 **Q. ALEC witness Mr. McDaniel testifies on page 12, line 10, that Sprint**

1 **should pay something for DS0 installation. Does Sprint agree that**
2 **Sprint should pay ALEC for testing the voice path and signaling**
3 **and identification in ALEC's switch?**

4
5 A. Yes. As explained above, Sprint's minute of use rate includes the cost
6 recovery associated with setting up the switch trunks. Sprint is
7 currently being billed for and is paying the minute of use rate. This
8 means that Sprint is paying ALEC, Inc "something for DSO (FGD)
9 installation" as sought by Mr. McDaniel in his Direct Testimony. No
10 additional compensation (i.e. DS0 level NRCs) for switch trunk
11 activation is necessary or warranted.

12
13 **Q. Does this conclude your testimony?**

14
15 A. Yes.

16
17
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24
25

ALEC, INC.
RESPONSE TO SPRINT-FLORIDA, INC.
INTERROGATORIES NOS. 1-15
DOCKET NO. 020099-TP

2. On page 8, lines 19-23 and again on pages 11, lines 1-7 of Mr. McDaniel's corrected direct testimony, he states that ALEC charges Sprint for each DS0 based on ALEC's Florida price list access rates. Is Time Warner (the third party from whom ALEC is acquiring the facilities provided to Sprint) charging a rate equivalent to ALEC's access price rate for the facilities provided to ALEC?

RESPONSE:

No. ALEC purchases the DS3 facilities from Time Warner. ALEC also purchases multiplexing from Time Warner to multiplex the DS1s handed off from Sprint to upgrade to the DS3 level. For DS0s, ALEC bills only a one-time install charge that covers testing the voice path and signaling and identification in ALEC's switch. Time Warner's basic DS3 billing rate per circuit is \$2,934.00 per month, which does not include associated costs described in Response 1. Time Warner has billed a lesser amount to ALEC on certain invoices and Time Warner has indicated that it is considering a retroactive charge to recoup its shortfall.

RESPONSIBLE WITNESS: RICHARD MCDANIEL

DATE PREPARED: June 20, 2002