

ORIGINAL

In the Matter of)
)
Petition by MEDIAONE FLORIDA)
TELECOMMUNICATIONS, INC.)
For Arbitration of an Interconnection)
Agreement With BELLSOUTH)
TELECOMMUNICATIONS, Inc.)
Pursuant to Section 252(b) of the)
Telecommunications Act of 1996.)

Docket No. 990149-TP

Filed: May 4, 1999

REBUTTAL TESTIMONY OF GREG BEVERIDGE
ON BEHALF OF MEDIAONE
FLORIDA TELECOMMUNICATIONS, INC.

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FPSC-RECORDS/REPORTING

1 Q: Please state your name.

2 A: My name is Greg Beveridge.

3 Q: Did you previously submit Direct Testimony in this proceeding.

4 A: Yes.

5 Q: What is the purpose of your Rebuttal Testimony?

6 A: I will rebut the testimony of W. Keith Milner of BellSouth Telecommunications (BST) on
7 the issue of network terminating wire (NTW).

8 Q: In his testimony, Mr. Milner takes issue with your use of the term “cross-connect facility,”
9 claiming that this item of equipment is commonly referred to as a “garden terminal.” Is
10 that correct?

11 A: A “garden terminal” is simply one type of cross-connect facility. In my Direct Testimony,
12 I used the more generic term in order to cover both “Scenarios” addressed in the
13 document entitled “Unbundled Network Terminating Wire, MediaOne Information
14 Package” (Attachment 1 to my Direct Testimony), which was provided to MediaOne by
15 BST. Pages 5 and 6 of that document depict a “Wiring Closet Scenario” and a “Garden
16 Terminal Scenario” for access to NTW. Note that both scenarios depict a number of
17 “CSX” devices; “CSX” is the standard industry abbreviation for a cross-connect facility.
18 The “Garden Terminal” and “Access Terminal” depicted in the Garden Terminal Scenario
19 are also cross-connect facilities. Thus my use of the terminology was correct.

20 Q: Are you saying Mr. Milner’s use of the terminology was incorrect?

1 A: Not at all. He apparently intended to limit his testimony to the “Garden Terminal
2 Scenario,” so using that terminology would be appropriate in that context. By doing so,
3 however, he excluded any discussion of the “Wiring Closet Scenario,” which does not
4 utilize any device called a “garden terminal.”

5 Q: What do you conclude from that?

6 A: I can only conclude that BST has no quarrel with MediaOne's proposal as to the “Wiring
7 Closet Scenario.”

8 Q: In your Direct Testimony, you indicated that MediaOne objects to the installation of an
9 Access Terminal, as proposed by BST. Has BST agreed to provide NTW to other
10 ALECs without an Access Terminal?

11 A: I am aware that BST has entered into at least one interconnection agreement with an
12 ALEC under which BST provides the ALEC access to NTW without an intervening
13 Access Terminal. Attachment 1 to my Rebuttal Testimony is a copy of the
14 Interconnection Agreement between BST and Comcast Telephony Communications of
15 Florida and Comcast MH Telephony Communications of Florida. Section 5(a) of that
16 Agreement provides for BST to furnish NTW in a “Garden Terminal Interconnection”
17 without the use of an Access Terminal. Specifically, Section 5(a)(2) of that Agreement
18 states:

19
20 “The Requesting Party will extend an interconnect cable from its cross-connect block to
21 the Provisioning Party’s Garden Terminal.”

22

1 Section 5(b)(2) of that Agreement apparently does require an Access Terminal for a
2 Wiring Closet Interconnection (though it refers to the device as a “Common Connecting
3 Block”), so I must assume that the omission of an Access Terminal from the Section on
4 Garden Terminal Interconnection was not accidental.

5 Q: Do you know of any legitimate reason to require an Access Terminal for a Wiring Closet
6 Interconnection, but not for a Garden Terminal Interconnection?

7 A: No; I do not believe that an Access Terminal is required for either situation. Because BST
8 has chosen not to address a Wiring Closet Interconnection in this proceeding, we can only
9 speculate why they required an Access Terminal only for that form of interconnection in
10 the Comcast Agreement.

11 Q: Should the Commission sustain BST's demand for an Access Terminal in a Garden
12 Terminal Interconnection?

13 A: Obviously not. As I mentioned, BST's agreement with Comcast calls for direct
14 interconnection between Comcast's cross-connect facility and BST's Garden Terminal.
15 To require MediaOne to pay for the installation of an Access Terminal would be
16 discriminatory.

17 Q: Mr. Milner claims that providing access to NTW at a garden terminal is technically
18 infeasible. Do you agree?

19 A: No. Mr. Milner rests his position on the contention that “MediaOne's technicians *could*,
20 intentionally or unintentionally, disrupt the service provided by BellSouth” (page 5, lines
21 10-11, emphasis added) because “a garden terminal is a relatively small device with no
22 means of protecting against intentional or unintentional disruption once access to the
23 interior of the garden terminal has been made.” (page 6, lines 4-7) In other words, Mr.

1 Milner argues that this point of access is technically infeasible because MediaOne's
2 technicians *could* disrupt BST's service, either intentionally or unintentionally. He thus
3 implies that MediaOne's technicians are either dishonest or incompetent, though he
4 presents no evidence to support this implicit contention, and it is certainly not true. In any
5 event, his claims do not meet the FCC's standard for "technical infeasibility."

6 Q: What is that standard?

7 A: Mr. Milner quotes a portion of paragraph 203 of the FCC's First Report and Order in CC
8 Docket No. 96-98 (August 8, 1996) for the proposition that network reliability and
9 security are legitimate factors in assessing technical feasibility. He omitted the following,
10 which appears in the same paragraph.

11
12 "Thus, with regard to network reliability and security, to justify a refusal to provide
13 interconnection or access at a point requested by another carrier, incumbent LECs must
14 prove to the state commission, with clear and convincing evidence, that specific and
15 significant adverse impacts *would* result from the requested interconnection or access."

16 (emphasis added)

17
18 Mr. Milner has not even claimed that providing MediaOne access to NTW at the garden
19 terminal *would* produce "specific and significant adverse impacts" to BST's service, and he
20 provides no evidence, let alone "clear and convincing evidence," to support such a
21 contention.

22 Q: Do other incumbents allow competitive LECs access to NTW in the manner proposed by
23 MediaOne?

1 A: I do not know the interconnection practices of all the incumbents, but I do know that
2 U S WEST allows competitive LECs direct access to cross connect devices that are
3 virtually identical to BST's garden terminals. This enables the competitors to have easy
4 access to the inside wire in MDUs.

5 Q: Is that inside wire part of U S WEST's network?

6 A: No. U S WEST typically establishes the demarcation point at a minimum point of entry
7 into the building, so the facilities that BST calls "NTW" are simply inside wire to
8 U S WEST.

9 Q: Does that matter?

10 A: No; it is a "distinction without a difference." The facilities are virtually identical;
11 functionally, they are identical. Granting access to them raises the same risks (or the lack
12 thereof) in either case. In the First Report and Order, paragraph 198 (another paragraph
13 quoted in part by Mr. Milner), the FCC stated:

14
15 "We also conclude that preexisting interconnection or access at a particular point
16 evidences the technical feasibility of interconnection or access at substantially similar
17 points."

18
19 U S WEST's experience demonstrates the technical feasibility of granting access to NTW
20 at the garden terminal.

21 Q: Mr. Milner claims that BST offers MediaOne a reasonable method of access to NTW. Do
22 you agree?

1 A: No. In my direct testimony, I noted the operational difficulties with BST's proposal that
2 make it unworkable for MediaOne, in particular, the need to coordinate (and pay for) the
3 presence of a BST technician every time MediaOne wants access to an NTW pair. Mr.
4 Milner notes (at page 7, lines 6-8) that BST will pre-wire NTW pairs for MediaOne, thus
5 obviating the need to have a BST technician present when MediaOne wishes to provision
6 service. He does not mention that BST will then charge MediaOne for every pre-wired
7 pair, whether MediaOne has a customer for that pair, or not. That makes pre-wiring
8 uneconomic. I should note that, under BST's Interconnection Agreement with Comcast,
9 BST will terminate spare pairs on the Access Terminal ("Common Connecting Block") in
10 a Wiring Closet Interconnection, but BST charges Comcast for the pre-wired pairs only
11 after Comcast begins to use them to provide service (Attachment 1, Section 5(b)(2) and
12 Attachment A1, note 2). BST has declined to make that arrangement available to
13 MediaOne.

14 Q: Mr. Milner claims that MediaOne is asking the Commission to redefine the demarcation
15 point, so that NTW will become inside wire. Is that true?

16 A: No. MediaOne is not asking this Commission to move BST's demarcation point in this
17 proceeding. We may choose to seek that remedy, either here or before the FCC, but it is
18 not an issue here.

19 Q: Should the Florida PSC treat NTW as an unbundled network element?

1 A: As long as BST claims NTW as part of its network, the PSC should definitely categorize
2 NTW as an unbundled network element (UNE). The PSC should take note of Mr.
3 Varner's testimony (page 15, lines 7-9), in which he states that BST will "reconsider"
4 whether to continue offering NTW to MediaOne and other ALECs in light of the FCC's
5 proceeding on the remand of its rule defining UNEs. To me, that says BST will likely
6 refuse to provide NTW to its competitors, unless it is required to do so. This would be an
7 intolerable development; it would require MediaOne to purchase an entire unbundled loop
8 from BST, rather just the NTW, which would make MediaOne's service uneconomic. Mr.
9 Varner implies (at page 15, lines 4-6) that only the FCC can define specific UNEs. As I
10 understand it, the FCC's list of UNEs is only a *minimum*; the states are free to require the
11 incumbents to provide additional UNEs. The PSC can and should require BST to provide
12 NTW as a UNE. If it does not, Florida citizens who reside in MDUs are unlikely ever to
13 have a competitive alternative to BST.

14 Q: Does this conclude your testimony?

15 A: Yes.