

ORIGINAL

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 Closz 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.

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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?**

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

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

Q. HAVE OTHER STATE COMMISSIONS CONSIDERED THIS ISSUE?

A. Yes. The Georgia Public Service Commission in its Order dated July 23, 1999, in Docket No. 10429-U resolved this issue in a manner similar to that of this Commission. The Georgia docket was conducted for the express purpose of establishing procedures for the handling of collocation waiver requests filed by ILECs. Sprint participated in that docket. The 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 BELLSOUTH'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 BELLSOUTH'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, BELLCORE
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 BELLSOUTH, 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.