

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

In re: Complaint by BellSouth Tele-)
Communications, Inc., Regarding)
The Operation of a Telecommunications)
Company by Miami-Dade County in)
Violation of Florida Statutes and)
Commission Rules)

DOCKET NO. 050257-TL

FINAL EXHIBIT NOS. 144-155

18 of 29

DOCUMENT NUMBER-DATE

06984 AUG-95

FPSC-COMMISSION CLERK

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State of Florida



Commissioners
JOSEPH P. CRESSE, CHAIRMAN
GERALD L. (JERRY) GUNTER
SUSAN WAGNER LEISNER
JOHN R. MARKS, III
KATIE NICHOLS

Communications Department
WALTER D'HAESELEER, DIRECTOR
(904) 488-1280

Public Service Commission

March 14, 1983

Mr. Robert T. King
Project Manager
Centel Business System
16400 N.W. Second Avenue
Miami, Florida 33169

Dear Mr. King:

We have reviewed your February 23, 1983 letter and it appears that your plans include offering service to a diverse group of customers. If your proposal were only to manage a long distance resale service on behalf of the Hotel, no certification would be necessary. However, offering service beyond that to other parties at the Airport would require Public Service Commission certification and regulation.

Attached is a temporary application form for the resale of message toll and wide area telephone service. Upon receipt of the completed form the staff will analyze the material and will prepare a recommendation to be presented to the Commissioners. Following their decision, you will be advised of the outcome and any further requirements.

As indicated above, this is a temporary form and the staff is in the process of developing permanent rules for resale certification. Once these rules are adopted, you will be asked for any additional information which the rules may require. We are utilizing this temporary form to expedite the granting of certificates.

FLETCHER BUILDING • 101 EAST GAINES STREET • TALLAHASSEE 32301

"An Affirmative Action/Equal Opportunity Employer"

NXT 8442

Final Exhibit
No. 144

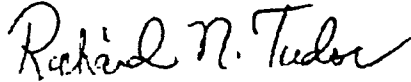
PSC 2427

Mr. Robert T. King
March 16, 1983

Page 2 of 2

We encourage your assistance as we develop rules which will apply to resellers. Until rules are adopted, you have the same statutory and rule requirements as any Florida telephone company. Failure to comply with Florida statutes, Commission rules or your tariff may result in fine or revocation of your certificate, pursuant to Section 350.127(2) F.S. If you have any questions concerning your obligations as a reseller or certification, please feel free to contact me at (904) 488-1280.

Very truly yours,



RICHARD N. TUDOR
Assistant Director
Communications Department

RNT/dek
Attachment

cc: Bruce Renard w/o atta.
Harry Boswell w/o atta.
Marvin Prestridge w/o atta.
Billy Yates w/o atta.
Commission Clerk's w/o atta.

NXT 8443

PSC 2428

FLORIDA PUBLIC SERVICE COMMISSION

VOTE SHEET

DATE 11/4/85

APR DOCKET NO. 840429-TL - Petition by SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY to initiate rulemaking regarding shared tenant services, File 75-4.04, F.A.C.

Issue: Final decision on rulemaking regarding shared tenant services.

See attached pages for decisions on supplemental issues.

COMMISSIONERS ASSIGNED: Full Commission

COMMISSIONERS' VOTES

APPROVED	DISAPPROVED	APPROVED WITH MODIFICATIONS	DEFER
		Katie Fialals	
		Arthur...	
		Michael...	

REMARKS:

TO:

Commissioner Gresse recused himself from this decision.

DOCUMENT NUMBER DATE
10001 11-5 1985
10000 11/04/85

SUPPLEMENTAL ISSUE LISTING
SHARED TENANT SERVICES (STS)

Docket NO. 840429-TL

NOVEMBER 4, 1985

Issue No 1: Generally, Shared Tenant Services (STS) is the provision of telecommunications services to a group of individuals or entities through a common switching and billing arrangement.

Shared Tenant Services, for purposes of this proceeding, is the provision by other than a certified LEC of telecommunications services, which involves the sharing and/or resale of local exchange service, to a group of individuals or entities through a common switching and billing arrangement. Is this an appropriate definition of Shared Tenant Services?

Recommendation: Yes.

APPROVED

Issue No. 15: Is there a distinction between resale of local exchange service and sharing of local exchange service?

Recommendation: Although it can be argued that sharing and resale of local exchange service are factually distinct, in Florida there is no legal distinction between resale and sharing of local service. With limited statutory exceptions, both are prohibited by other than local exchange companies as provision of local exchange service.

APPROVED

Issue No. 16: Is there a distinction between public resale of local exchange service and private resale of local exchange service? (Legal, Fact)

Recommendation: No. This issue is irrelevant in Florida due to the mandate of Section 364.335(4), Florida Statutes, that the provision of local exchange service shall be effected solely by the certificated LEC absent a showing of inadequacy of facilities or service. Prior Commission decisions hold that it is the provision of local service by other than an LEC that offends the statute and that the issue does not depend on whether such provision of local service is offered to all potential customers or a subgroup of that general public.

APPROVED

Supplemental Issue Listing
Docket No. 840429-TL
November 4, 1985

Issue No. 2: Is the provision of STS permissible under state or federal law? If yes, why? If no, why not? (Legal, Fact)

Recommendation: If STS involves the provision of local exchange service by the STS provider without accessing the certificated LEC's central office, then the Commission should hold that such provision would not be permissible under Florida law. This is so because pursuant to Section 364.335(4), Florida Statutes, this Commission "shall not grant a certificate for a proposed telephone company ... which will be in competition with or duplicate the local exchange services provided by any other telephone company unless it first determines that the existing facilities are inadequate to meet the needs of the public..."

Whether the provision of STS which involves the sharing and/or resale of local exchange service is permissible or not is a matter wholly within the jurisdiction of this Commission, and no federal law or policy would preclude this Commission from answering the question as it deems appropriate.

APPROVED

Issue No. 17: Has state jurisdiction over STS, as defined in Issue 1, been federally preempted (Legal)?

Recommendation: No. State jurisdiction over STS has not been federally preempted.

APPROVED

Issue No. 7: What problems, if any, are associated with a partitioned PBX? (Fact) (Informational Issue)

Recommendation: There are several problems related to the partitioning of a PBX: partitioned PBXs are difficult to police, some PBXs cannot be partitioned or can only be partitioned at a sizeable cost, and, PBXs which are software partitionable can easily have the partition removed. Also, requiring partitioning results in the need for more terminations in the central office.

APPROVED

Supplemental Issue Listing
Docket No. 840429-TL
November 4, 1985

Issue No. 3: If legal, should Shared Tenant Services be authorized?
Recommendation: No, in view of the potentially harmful effects of STS and in the absence of a Commission-authorized comprehensive plan for the treatment of all competition involving local exchange services, we recommend that Shared Tenant Services not be authorized. If, in the alternative, the Commission determines that STS should be authorized we recommend that its authorization be limited to use by business end-users only.

Moot Due to decision on issue no. 2,

Issue No. 5: If not legally permissible, should the Commission seek a change in the law to permit STS?
Recommendation: No. The Commission should not seek a change in the law to permit STS.

APPROVED - However the staff is to monitor any legislation proposed and brief the Commission on it at the appropriate time .

Alternative Recommendation: Yes. This Commission should seek a change in Florida Statutes which will authorize Shared Tenant Services and the provision of Local Exchange Services by certificated and regulated STS Providers.

DENIED

Issue No. 4: What should be the appropriate extent of Commission regulation of STS providers? (Policy)
Recommendation - 4a (Restriction on what provider may charge tenant): If STS is authorized, no restrictions should be placed upon the STS provider as to what he may charge tenants subscribing to STS service, provided this Commission assures that LECs will be provided access to any STS customer that desires service directly from the LEC. The provider may not charge any tenant for direct access to the LEC.

APPROVED

Supplemental Issue Listing
Docket No. 840429-TL
November 4, 1985

Recommendation - 4b (Service Standards): If STS is authorized, STS providers should be required to subscribe to trunks in sufficient number, as determined by the Company (LEC), to prevent degradation of service.

APPROVED

Recommendation - 4c (Certificate with or without tariffs): If the sharing or resale of local exchange service by STS providers is authorized then these providers should be certificated and should submit tariffs to the FPSC for approval. Tariffs should be designed for the protection of the LEC and the STS provider. Specifically, tariffs should list applicable rates to be charged the LEC for leasing any facilities (wiring and/or duct space) from the STS provider and conditions under which the LEC can have space within a STS building for the installation of their terminating equipment.

APPROVED

Alternative Recommendation - 4c (Certificate with or without tariffs): If the sharing or resale of local exchange service by STS providers is authorized, then these providers should be certificated just as private pay telephone owners are now certificated but not be required to submit tariffs.

DENIED

Recommendation - 4d (Certification criteria): If the sharing or resale of local exchange service by STS providers is authorized then those providers should be required to obtain a certificate from the Florida Public Service Commission. Certification requirements should be similar to those required of Resellers (see Table 4d-1) but with additional requirements that the STS provider must assure access to the LEC for those tenants desiring direct LEC service and must submit a proposal for granting access by the LEC to any tenant desiring service by the LEC and a statement that the provider will not charge any tenant for access to the LEC.

APPROVED

Supplemental Issue Listing
Docket No. 840429-TL
November 4, 1985

Issue No. 8: IF STS is authorized, what are the certificated Local Exchange Companies' (LECs) rights, obligations and conditions with respect to providing services to any tenant who requests them?

Recommendation: We recommend that:

1. The LEC has the right to provide services to any tenant who requests them.
2. The LEC must be able to negotiate with the STS provider to provide its own facilities.
3. If, however, the provider desires to provide his own facilities, the LEC has the right to lease facilities (and maintenance of those facilities) at the tariffed rate discussed in Issue 4, and has the right to require maintenance of those facilities.
4. The LEC has the right to lease duct space and to acquire terminating equipment space at the tariffed rates discussed in Issue 4.
5. The LEC has the right to access all facilities up to the demarcation point of a) the STS provider and b) the demarcation point of the tenant desiring direct LEC service, and is responsible for providing and maintaining the network to that point.
6. The LEC is obligated to serve all customers desiring direct LEC service at a rate not different than that provided other subscribers in non-STIS areas.
7. The LEC must provide listings in the directory for all tenants subscribing to STS service at the tariffed additional listing rate.

APPROVED with the modification ~~that~~ under item 1 that the LEC has the obligation to provide services - - - .

Issue No. 20: Should shared PBX users be treated differently for availability of service and rates by the LECs?

Recommendation: In the long run shared PBX users should not be treated differently by the LECs than are private PBX users with regard to the availability of services and rates. However, Staff recommends that if STS is authorized now, shared PBX trunk users should be afforded different treatment with respect to rates than are private PLX users. ~~until such time as Staff and the Commission have investigated the usage sensitive pricing of all multiline business offerings.~~

APPROVED with deletion of struck thru language.

Supplemental Issue Listing
Docket No. 840428-TL
November 4, 1985

Issue No. 6: If authorized, what is the appropriate rate structure and level for the sharing and/or resale of local and ancillary services?

Recommendation: The appropriate rate structure for sharing or resale of local exchange service is a usage sensitive rate. Therefore, if STS with trunk sharing is authorized, the Commission should, through Proposed Agency Action, direct that the LECs file tariffs consistent with this recommendation. Such tariffs should include cost support for usage sensitive billing of shared or resold local exchange service. The tariffed rates should also include the following:

1. Message or measured rate option for two-way and outward trunks with a per month call allowance.
2. Flat per trunk monthly charge on two way and outward only trunks commensurate with the call allowance.
3. Flat rate inward only trunks.
4. Other offerings such as DID service and additional listings should be at existing tariffed rates.

APPROVED

Issue No. 9: Southern Bell's illustrative tariff contains the following provisions:

- a. served properties must be "contiguous,"
- b. designed STS areas must be wholly within the confines of existing centers and/or exchange boundaries,
- c. limits placed on trunks.

Are these or other limitations appropriate? Why or why not?

Recommendation - 9a (Served properties must be "contiguous"): If STS is authorized, resale of local exchange service should be authorized within the confines of continuous property areas under the control of a single owner or management unit. Areas may be intersected or transversed by public thoroughfares provided that the adjacent property would be continuous in the absence of the thoroughfare.

9a, b and c

The Commission simply took the position that there should be some form of geographical and possibly other limitations but deferred a decision on these to a more appropriate time.

Recommendation - 9b (Designed STS areas must be wholly within the confines of existing centers and/or exchange boundaries): Staff believes it is not necessary or appropriate to require that an STS area be wholly within the confines of an existing wire center or within an exchange boundary. The location of the STS-owned PBX and the trunks which must be installed between the PBX and the serving central office are the only concern. The PBX will only be served by one C.O. and any conflict with existing wire center or exchange boundaries is insignificant as long as the STS area is continuous as defined in Issue 9a.

See 9a

Supplemental Issue Listing
Docket No. 840429-TL
November 4, 1985

Recommendation - 9c (Limits placed on trunks): If STS is authorized, no limitation should be placed on the number of trunks an STS provider may order.

See 9a

Issue No. 10: If STS is authorized, what is the financial impact to the LECs and their ratepayers of allowing STS?

Recommendation: The financial impact of allowing STS is impossible to quantify at this time due to the extreme uncertainty in the infantile STS market. Staff believes that the LECs have overstated the potential growth and adverse impact of allowing STS and have not recognized a number of potential benefits.

No Decision required at this time .

Issue No. 11: If STS is not authorized, what is the financial impact to the LECs and their ratepayers of not allowing STS?

Recommendation: The financial impact is impossible to estimate at this time due to the unreliable financial impact data submitted by the LECs and the lack of any significant experience to date with STS in Florida.

No Decision required at this time .

Issue No. 18: If it is held that the provision of STS is not permissible under Florida law, would such a holding have any effect on other telephone subscribers?

Recommendation: A Commission determination that the provision of STS is not permissible under Florida law could have an effect on other telephone subscribers, depending on decisions made by this Commission in Issues 12, 13, and 19.

APPROVED

Supplemental Issue Listing
Docket No. 840429-TL
November 4, 1985

Issue No. 19: Are present LEC tariffs unjustly discriminatory in application as they relate to the operation of STS? (Legal, Policy)
Recommendation: Yes. Local Exchange Company Joint User Tariff Section A3.4.2 and AIRCOM Tariffs permit sharing that is very similar to the type of sharing found in STS. However, tariffs that permit members of clubs, patients of hospitals, students living in quarters furnished by schools, colleges, or universities, persons temporarily subleasing residential premises, exhibitors in exhibition halls on a temporary basis not to exceed thirty days, and occupants of Adult Congregate Living Facilities (ACLF's) appear very different from the type of sharing found in STS. We recommend that these shared users, along with handicapped customers, be exempted from the provisions of Rule 25-4.041, if adopted.

APPROVED

Issue No. 12: If STS is authorized, should all joint use tariffs be discontinued? Why or why not?

Recommendation: If STS is approved, all joint user tariffs including Southern Bell's Aircom should be cancelled within ninety (90) days from the date of the order. This recommended cancellation addresses only joint user tariffs and does not affect other tariff provisions authorizing transient sharing of a subscriber's service. Companies should file tariffs deleting such joint user offerings.

DENIED - Joint use tariffs are to be set for further investigation and hearing. No further subscribers are to be added to these tariffs (except motels/hotels and hospitals) pending completion of this investigation

Issue No. 13. If STS is not authorized, should all joint use tariffs be discontinued? Why or why not?

Recommendation: If STS is not approved, all joint user tariffs including Southern Bell's Aircom should be ordered cancelled within ninety (90) days from the date of the order. This is because these tariffs allow the sharing of local exchange services between non-affiliated parties. This recommended cancellation addresses only joint user tariffs and does not affect other tariff provisions such as authorizing transient sharing. Companies should file tariffs deleting joint user provisions.

See issue 12.

Supplemental Issue Listing
Docket No. 840429-IL
November 4, 1985

Issue No. 21: What is the impact on STS providers and their customers of precluding STS providers from offering shared local trunks as part of their service?

Recommendation: Prohibition of trunk sharing will result in higher costs to the STS providers and to customers wishing to participate in this arena. Although Staff believes STS will exist without trunk sharing, these higher costs will place the myriad of services offered by STS providers out of the financial reach of many small and medium-sized businesses in Florida, thereby diminishing the market for shared tenant services. Thus, the growth of the STS industry in Florida will be severely hindered.

No Decision Required at this time,

Issue No. 14: If STS is not authorized, what treatment should be afforded to existing STS providers?

Recommendation: If it is held that STS is not authorized, then any STS providers currently providing service not in compliance with such decision should be required to come into compliance within 90 days.

DENIED - Person currently providing STS, sharing telephone service or who have placed orders for STS on or before 11-4-85 may continue to provide or receive such service until 10-1-86.
See attachment A.

Supplemental Issue Listing
Docket No. 840429-TL
November 4, 1985

Issue No. 22: Should the proposed rule be adopted, modified or rejected?

Recommendation: The proposed rule should be adopted with a modification of subsection 2 and elimination of subsection 3 as follows:

25-4.041 Sharing and/or Provision for Hire

- 1) The sharing and/or provision for hire of telephone service within a local calling area is prohibited by other than the certificated local exchange company except in those cases in which the Commission determines that no duplicative or competitive local exchange service is being provided.
- 2) The sharing and/or provision for hire of WATS Service shall be permitted only when the sharer or provider has been granted a certificate of public convenience and necessity by this Commission to do so.
- 3) All persons shall comply with this rule within 90 days from the effective date of this rule.

MODIFIED - Adopted rule reflected on Attachment A

Alternative Recommendation: No. The proposed rule should not be adopted at this time. To do so would create havoc in an already confused and uncertain telecommunication industry in Florida. Instead, this Commission should allow Shared Tenant Services to continue to serve a valid need which has been amply demonstrated in previous issues and in voluminous testimony. This Commission should actively and aggressively push for legislation which will authorize Shared Tenant Services.

DENIED

1 25-4.041 ~~Sharing-and/or~~ Provision of Shared Service for
2 Hire

3 (1) The ~~sharing-and/or~~ provision for hire of shared
4 telephone service within a local calling area ~~is permitted~~ by
5 other than the certificated local exchange company is prohibited
6 except in those cases in which the Commission determines that no
7 duplicative or competitive local exchange service is being
8 provided.

9 (2) The ~~sharing-and/or~~ provision for hire of shared WATS
10 Service shall be permitted only when the ~~sharee-or~~ provider has
11 been granted a certificate of public convenience and necessity by
12 this Commission to do so.

13 (3) The foregoing notwithstanding, until October 1, 1986, any
14 person who is providing snared telephone service, is sharing
15 telephone service or who has placed orders for shared telephone
16 service, on or before November 4, 1985 may continue to receive
17 that service. Persons affected by this rule shall be notified by
18 the local exchange companies of the content of the rule within 30
19 days from the effective date of this rule.

20 ~~(3)--All persons shall comply with this rule within 90 days~~
21 ~~from the effective date of this rule.~~

22 Specific Authority: 120.54, F.S.

23 Law Implemented: 364.011, 364.02, 364.33, 364.335, 364.337,

24 364.345, F.S.

25 History: New

26
27
28
29 ADOPTED under issue no. 22, 11-4-85.
30
31

CODING: Words underlined are additions; words in
struck-through type are deletions from existing law.

OFFICE COPY

J. Phillip Carver
General Attorney

Southern Bell Telephone
and Telegraph Company
c/o Marshall M. Criser III
Suite 400
150 So. Monroe Street
Tallahassee, Florida 32301
Phone (305) 530-5558

December 20, 1994

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, FL 32301

Re: Docket No. 931033-TL

Dear Ms. Bayo:

Enclosed are an original and fifteen copies of Southern Bell Telephone and Telegraph Company's Direct Testimony of Ralph De La Vega. Please file these documents in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served on the parties shown on the attached Certificate of Service.

Sincerely,

J. Phillip Carver (02)
J. Phillip Carver

Enclosures

cc: All Parties of Record
A. M. Lombardo
R. G. Beatty
R. D. Lackey

A BELLSOUTH Company

BST 16381

Final Exhibit
No. 146

PSC 2441

CERTIFICATE OF SERVICE
Docket No. 931033-TL

I HEREBY CERTIFY that a copy of the foregoing has been
furnished by United States Mail this 20th day of December, 1994
to:

J. Alan Taylor, Chief
Bureau of Service Evaluation
Florida Public Service Commission
101 East Gaines Street
Tallahassee, FL 32399-0850

John R. Marks, III, Esq.
Katz, Kutter, Haigler, Alderman
Davis, Marks & Bryant
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106 East College Avenue
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Patrick K. Wiggins
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Tallahassee, FL 32302


Phillip Carver

BST 16382

1 SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY
2 TESTIMONY OF RALPH DE LA VEGA
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 931033-TL
5 DECEMBER 20, 1994
6
7
8

9 Q. PLEASE STATE YOUR NAME, TITLE, AND BUSINESS
10 ADDRESS.

11
12 A. I AM RALPH DE LA VEGA, ASSISTANT VICE
13 PRESIDENT-NETWORK PLANNING AND PROVISIONING
14 SUPPORT. MY BUSINESS ADDRESS IS 675 WEST PEACHTREE
15 STREET, ATLANTA, GEORGIA, 30375.

16
17 Q. BY WHOM ARE YOU EMPLOYED?

18
19 A. I AM EMPLOYED BY BELLSOUTH TELECOMMUNICATIONS, INC.
20 D/B/A/ SOUTHERN BELL TELEPHONE AND TELEGRAPH
21 COMPANY (COMPANY OR SOUTHERN BELL).

22
23 Q. PLEASE GIVE A BRIEF DESCRIPTION OF YOUR BACKGROUND
24 AND EXPERIENCE.

25

1 A. I GRADUATED FROM FLORIDA ATLANTIC UNIVERSITY IN
2 1974 WITH A BACHELOR OF SCIENCE DEGREE IN
3 MECHANICAL ENGINEERING. IN 1989 I COMPLETED THE
4 EXECUTIVE M.B.A. PROGRAM AT NORTHERN ILLINOIS
5 UNIVERSITY WITH A FOCUS IN FINANCIAL CONTROLS AND
6 INFORMATION SYSTEMS. I AM A MEMBER OF THE
7 INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS
8 (IEEE) AND A MEMBER OF THE NATIONAL SOCIETY OF
9 PROFESSIONAL ENGINEERS (NSPE).

10

11 I BEGAN MY CAREER AS A MANAGEMENT ASSISTANT WITH
12 SOUTHERN BELL IN FLORIDA IN 1974. I HAVE HELD
13 ASSIGNMENTS WITH INCREASING RESPONSIBILITY AS I
14 HAVE BEEN PROMOTED WITHIN THE COMPANY AND BELLCORE.
15 I WAS RECENTLY PROMOTED TO ASSISTANT VICE
16 PRESIDENT, AND I AM CURRENTLY RESPONSIBLE FOR
17 NETWORK PLANNING AND PROVISIONING SUPPORT.

18

19 MY LAST ASSIGNMENT AS THE SENIOR DIRECTOR-NETWORK
20 IN MIAMI FLORIDA, INCLUDED THE RESPONSIBILITY FOR
21 THE NORTH DADE DISTRICT. MY RESPONSIBILITIES
22 INCLUDED OVERSIGHT OF RESIDENTIAL, BUSINESS, AND
23 SPECIAL SERVICE INSTALLATION AND MAINTENANCE AS
24 WELL AS THE ENGINEERING, PLANNING AND CONSTRUCTION
25 OF FACILITIES TO MEET SOUTHERN BELL'S SERVICE

1 REQUIREMENTS. THE MIAMI INTERNATIONAL AIRPORT
2 ("THE AIRPORT") IS LOCATED IN DADE COUNTY, WHICH IS
3 WITHIN THE DISTRICT FOR WHICH I WAS RESPONSIBLE AS
4 A SENIOR DIRECTOR IN MIAMI. I HELD THIS POSITION
5 FOR 3 1/2 YEARS, AND I AM AWARE OF THE HISTORY OF
6 SOUTHERN BELL'S EFFORTS TO SERVE OUR CUSTOMERS AT
7 THE AIRPORT DURING THIS TIME AND OF THE
8 DIFFICULTIES THAT HAVE ARISEN IN TRYING TO PROVIDE
9 TELECOMMUNICATIONS SERVICES AT THE AIRPORT.

10

11 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

12

13 A. THE PURPOSE OF MY TESTIMONY IS TO STATE SOUTHERN
14 BELL'S POSITION ON THE ISSUES THAT HAVE BEEN
15 IDENTIFIED IN THIS DOCKET.

16

17 Q. (ISSUE 1) SHOULD SOUTHERN BELL BE ALLOWED TO
18 PARTICIPATE IN THE AIRPORT PLANNING AND
19 CONSTRUCTION PROCESS IN ORDER TO HAVE AN
20 OPPORTUNITY TO FORECAST THE NEED FOR FACILITIES AND
21 INSTALL FACILITIES IN A MANNER THAT MINIMIZES
22 DISRUPTION TO ONGOING CONSTRUCTION? IF SO UNDER
23 WHAT TERMS AND CONDITIONS?

24

25 A. YES. SOUTHERN BELL MUST BE ALLOWED TO PARTICIPATE

1 IN THE AIRPORT PLANNING PROCESS SO THAT WE CAN PLAN
2 AND FORECAST CUSTOMER SERVICE DEMANDS AND ENSURE
3 THAT WE ARE ABLE TO PLACE FACILITIES TO TIMELY MEET
4 THESE DEMANDS. AS I WILL EXPLAIN MORE FULLY LATER,
5 SOUTHERN BELL CAN ONLY SERVE ITS CUSTOMERS AT THE
6 AIRPORT PROPERLY IF IT IS GIVEN DIRECT ACCESS TO
7 THESE CUSTOMERS. THE DADE COUNTY AVIATION
8 DEPARTMENT (DCAD) HAS, ON SOME OCCASIONS IN THE
9 PAST, REFUSED TO GIVE SOUTHERN BELL ADEQUATE,
10 DIRECT ACCESS. THIS HAS OSTENSIBLY BEEN BECAUSE
11 THERE WAS, IN DCAD'S JUDGMENT, INADEQUATE SPACE,
12 CONFLICTING FACILITIES, OR OTHER PROBLEMS IN THE
13 CURRENT PHYSICAL PLANT. THE BEST WAY-- IN FACT,
14 PROBABLY THE ONLY WAY-- TO AVOID THIS TYPE OF
15 PROBLEM IN THE FUTURE IS TO ENSURE THAT SOUTHERN
16 BELL IS FULLY INVOLVED IN THE PLANNING PROCESS.
17 THIS WILL BENEFIT NOT ONLY SOUTHERN BELL, BUT ALSO
18 DCAD, THIRD PARTY VENDORS AT THE AIRPORT AND, MOST
19 IMPORTANTLY, THE END USERS AT THE AIRPORT.

20

21 Q. (ISSUE 2) WHAT CONSTITUTES "DIRECT ACCESS" FOR
22 SOUTHERN BELL TO SOUTHERN BELL'S CUSTOMERS AT THE
23 AIRPORT AS REQUIRED BY SECTION 364.339(4), FLORIDA
24 STATUTES?

25

1 A. THE STATUTORY REQUIREMENT OF "DIRECT ACCESS" MEANS
2 THAT SOUTHERN BELL MUST BE ALLOWED TO PLACE ITS OWN
3 CABLE AND NETWORK TERMINATING WIRE IN DEDICATED
4 CONDUIT THAT IS PROVIDED BY THE LANDLORD (IN THIS
5 CASE DCAD) AT NO CHARGE TO THE LOCAL EXCHANGE
6 COMPANY ("LEC"). SOUTHERN BELL MUST ALSO BE
7 ALLOWED TO EXTEND ITS FACILITIES TO THE END USERS'
8 PREMISES IN ORDER TO COMPLY WITH THIS COMMISSION'S
9 DEMARCATION RULE (RULE 25-4.035, F.A.C.)
10
11 BECAUSE DCAD RESELLS "DIAL TONE" TO END USERS AT
12 THE AIRPORT, IT IS BOTH A LANDLORD TO SOUTHERN
13 BELL'S CUSTOMERS AND A COMPETITOR OF SOUTHERN BELL
14 IN THE PROVISION OF LOCAL SERVICE. ESSENTIALLY,
15 DCAD FUNCTIONS AS A PROVIDER OF SHARED TENANT
16 SERVICE (STS). GENERALLY, A LANDLORD THAT IS ALSO
17 AN STS PROVIDER IS OBLIGATED TO PROVIDE TO THE
18 LEC CONDUIT, RACEWAYS, HAND HOLES, ETC. THIS
19 REQUIREMENT IS NEEDED SO THAT THE LEC WILL HAVE
20 ADEQUATE ACCESS TO ITS CUSTOMERS' PREMISES IN ORDER
21 TO PROVIDE END TO END LOCAL SERVICE.
22
23 FURTHER, THE RESPONSIBILITY OF THE LANDLORD TO
24 PROVIDE CONDUIT AND SUPPORT STRUCTURES INCLUDES THE
25 REQUIREMENT THAT THESE STRUCTURES BE PROVIDED TO

1 THE LEC AT NO CHARGE. SECTION 364.339(4), FLORIDA
2 STATUTES STATES THAT AN STS PROVIDER SHALL NOT
3 INTERFERE WITH A COMMERCIAL TENANT'S ABILITY TO
4 OBTAIN SERVICE FROM THE LEC UNDER "THE TERMS AND
5 CONDITIONS OF THE COMMISSION-APPROVED TARIFFS".
6 THE APPLICABLE TARIFF STATES THAT THE LANDLORD IS
7 REQUIRED TO PROVIDE "SUPPORT FACILITIES" NECESSARY
8 TO GIVE THE LEC DIRECT ACCESS TO THE END USER.
9 (A23.1.2.B, GENERAL SUBSCRIBER SERVICE TARIFF).

10
11 ALL OF THE REASONS THAT A TYPICAL STS PROVIDER IS
12 REQUIRED TO PROVIDE DIRECT ACCESS IN THIS MANNER
13 APPLY EQUALLY TO AN AIRPORT CAMPUS ENVIRONMENT. IN
14 THE TYPICAL SITUATION, IF A LANDLORD/STS PROVIDER
15 IS ABLE TO DEFINE "DIRECT ACCESS" IN SOME WAY THAT
16 MAKES IT DIFFICULT OR EVEN IMPOSSIBLE FOR THE LEC
17 TO PROVIDE QUALITY SERVICE ON A TIMELY BASIS, THEN
18 THAT LANDLORD CAN, FOR ALL PRACTICAL PURPOSES,
19 DEPRIVE THE CUSTOMER OF THE OPTION OF RECEIVING
20 SERVICE FROM THE LEC. DCAD SHOULD NOT BE ABLE TO
21 DEPRIVE TENANTS AT THE AIRPORT OF THIS SERVICE
22 OPTION ANY MORE THAN SHOULD THE TYPICAL LANDLORD.

23
24 IN FACT, THE REASONS THAT DCAD SHOULD BE BOUND TO
25 PROVIDE ADEQUATE DIRECT ACCESS ARE EVEN MORE

1 COMPELLING THAN IN THE TYPICAL SITUATION. A TENANT
2 WHOSE ONLY SERVICE OPTION IS TO RECEIVE STS SERVICE
3 FROM HIS LANDLORD WOULD AT LEAST NORMALLY HAVE THE
4 ABILITY TO MOVE TO ANOTHER LOCATION. AN AIR
5 CARRIER AT THE MIAMI AIRPORT OBVIOUSLY DOES NOT
6 HAVE THE OPTION OF REROUTING AIR TRAFFIC TO ANOTHER
7 CITY. INSTEAD, ITS ONLY OPTION FOR FUNCTIONING AS
8 AN AIR CARRIER WITH MIAMI AS A DESTINATION IS TO
9 HAVE A PRESENCE AT THE AIRPORT. THEREFORE, DCAD
10 HAS A TREMENDOUS AMOUNT OF POWER OVER THESE
11 TENANT/CARRIERS. IT IS CRITICALLY IMPORTANT TO
12 ENSURE THAT DCAD IS NOT ALLOWED TO USE THIS POWER
13 TO DEPRIVE TENANTS OF THE OPTION OF RECEIVING
14 TELECOMMUNICATIONS SERVICE FROM THE LOCAL EXCHANGE
15 COMPANY.

16

17 THE ONLY WAY IN WHICH SOUTHERN BELL CAN BE CERTAIN
18 THAT WE ARE ABLE TO PROVIDE TO TENANTS AT THE
19 AIRPORT THE QUALITY OF SERVICE THAT OUR CUSTOMERS
20 ARE ENTITLED TO EXPECT-- AND THE ONLY WAY THAT WE
21 CAN CONTINUE TO BE A SERVICE OPTION FOR CUSTOMERS
22 AT THE AIRPORT-- IS TO HAVE DIRECT ACCESS BY
23 EXTENDING OUR CABLE ALL THE WAY TO EACH OF OUR
24 CUSTOMER'S PREMISES.

25

1 Q. (ISSUE 3) SHOULD DCAD BE GRANTED A WAIVER OF RULE
2 25-4.0345(1)(B), FLORIDA ADMINISTRATIVE CODE, TO
3 ALLOW IT TO ESTABLISH DEMARCATION POINTS AT AND
4 ABOUT EACH OF ITS AIRPORTS?
5
6 A. DCAD SHOULD NOT BE GRANTED A WAIVER OF THIS
7 COMMISSION'S DEMARCATION RULE. DCAD HAS THE
8 AUTHORITY TO DESIGNATE DEMARCATION POINTS FOR THE
9 SERVICE IT RECEIVES. HOWEVER, WHEN DCAD RESELLS
10 SERVICE TO TENANTS AT THE AIRPORT, THOSE TENANTS
11 ARE ENTITLED TO THE OPTION OF HAVING THEIR SERVICE
12 PROVIDED DIRECTLY FROM THE LEC, SOUTHERN BELL.
13 WHEN THE CUSTOMER MAKES THIS CHOICE, SOUTHERN BELL
14 ESTABLISHES THE DEMARCATION POINT AT THE CUSTOMER'S
15 PREMISES AS REQUIRED BY RULE 25-4.0345(1)(B).
16
17 THERE IS ABSOLUTELY NO REASON TO ALLOW DCAD TO
18 FORCE UPON AIRPORT TENANTS AND SOUTHERN BELL A
19 DEVIATION FROM THIS RULE. TO THE CONTRARY, IF DCAD
20 WERE ALLOWED TO DICTATE A REMOTE DEMARCATION POINT,
21 THEN THIS WOULD COMPROMISE THE ABILITY OF THESE
22 CUSTOMERS TO RECEIVE QUALITY SERVICE FROM THEIR
23 PROVIDER OF CHOICE BECAUSE THE LEC-PROVIDED SERVICE
24 WOULD OBVIOUSLY END AT SOME REMOTE POINT. BEYOND
25 THIS POINT, CUSTOMERS WOULD BE SOLELY DEPENDENT

1 UPON AN UNREGULATED, INTERMEDIATE PROVIDER/LANDLORD
2 TO SUPPLY THE REMAINDER OF THEIR LINKAGE TO THE
3 LOCAL NETWORK BY WAY OF UNREGULATED CABLE AND WIRE.
4 IN OTHER WORDS, IF DCAD WERE ALLOWED TO SET A
5 REMOTE DEMARCATION POINT, THEN THE RESULT WOULD BE
6 EXACTLY THE SAME AS IF DCAD WERE ALLOWED TO VIOLATE
7 THE RULES THAT APPLY TO STS TYPE PROVIDERS. IN
8 BOTH CASES, CUSTOMERS AT THE AIRPORT WOULD, FOR ALL
9 PRACTICAL PURPOSES, BE DENIED THE OPTION OF
10 OBTAINING SERVICE DIRECTLY FROM THE LEC.

11

12 Q. (ISSUE 4) SHOULD SOUTHERN BELL BE REQUIRED TO
13 UTILIZE DCAD CABLE TO SERVE ITS CUSTOMERS WHEN
14 SOUTHERN BELL'S CABLE IS NOT AVAILABLE? IF SO,
15 UNDER WHAT TERMS AND CONDITIONS?

16

17 A. FIRST OF ALL, IT IS IMPORTANT TO UNDERSTAND THAT IF
18 SOUTHERN BELL IS FULLY INVOLVED IN THE PLANNING OF
19 FUTURE CONSTRUCTION AT THE AIRPORT, THEN THERE
20 SHOULD NEVER BE A CIRCUMSTANCE THAT ARISES IN THE
21 ORDINARY COURSE OF BUSINESS IN WHICH SOUTHERN BELL'S
22 CABLE IS NOT AVAILABLE. IN OTHER WORDS, IF DCAD
23 INCLUDES SOUTHERN BELL IN THE PLANNING PROCESS,
24 THEN SOUTHERN BELL CAN ENSURE THAT ADEQUATE CONDUIT
25 WILL BE AVAILABLE NOW OR IN THE FUTURE TO

1 ACCOMMODATE SOUTHERN BELL'S CABLE. GIVEN THIS, THE
2 QUESTION OF WHETHER SOUTHERN BELL SHOULD USE DCAD'S
3 CABLE WHEN IT IS NECESSARY TO DO SO, SHOULD BE MOOT
4 IN ALL BUT EXTREMELY RARE, EMERGENCY SITUATIONS.

5

6 IN THOSE RARE CIRCUMSTANCES WHEN USE OF DCAD'S
7 CABLE TO REACH CUSTOMERS IS THE ONLY OPTION
8 AVAILABLE TO SOUTHERN BELL, THEN DCAD SHOULD BE
9 REQUIRED TO ENSURE THAT THE CABLE IS DEDICATED TO
10 SOUTHERN BELL'S USE, THAT IT MEETS THE APPROPRIATE
11 TECHNICAL STANDARDS, AND THAT ANY COMPENSATION THAT
12 SOUTHERN BELL IS REQUIRED TO PAY DCAD DOES NOT
13 EXCEED THE COST THAT SOUTHERN BELL WOULD OTHERWISE
14 HAVE TO PAY TO INSTALL ITS OWN CABLE. HOWEVER, I
15 MUST REITERATE THAT THE CIRCUMSTANCES IN WHICH THE
16 USE OF DCAD'S CABLE WOULD BE TRULY NECESSARY (I.E.,
17 EMERGENCY SITUATIONS) ARE EXCEEDINGLY RARE.

18

19 Q. (ISSUE 5) SHOULD DCAD BE REQUIRED TO PROVIDE
20 SOUTHERN BELL FULL ACCESS TO SOUTHERN BELL'S OWN
21 NETWORK CABLE AND FOR DCAD CABLE TO SERVE ITS
22 CUSTOMERS WHEN SOUTHERN BELL CABLE IS NOT
23 AVAILABLE? IF SO, UNDER WHAT TERMS AND CONDITIONS?

24

25 A. YES. DCAD SHOULD BE HELD TO THE SAME STANDARDS FOR

1 PROVIDING LEC ACCESS THAT WOULD APPLY TO ANY OTHER
2 LANDLORD/STS PROVIDER. SOUTHERN BELL IS DIRECTLY
3 RESPONSIBLE FOR THE PROVISION OF SERVICE TO ITS
4 CUSTOMERS. SOUTHERN BELL IS ALSO REQUIRED TO MEET
5 SPECIFIC SERVICE REQUIREMENTS AND STANDARDS OF THIS
6 COMMISSION, INCLUDING THE REQUIREMENT TO RESTORE
7 SERVICE WITHIN 24 HOURS.

8
9 IF SOUTHERN BELL IS NOT ALLOWED COMPLETE,
10 UNFETTERED ACCESS TO THE CABLE THAT IT USES TO
11 SERVE ITS CUSTOMERS, THEN IT WILL BE UNABLE TO MEET
12 THE NEEDS AND EXPECTATIONS OF ITS CUSTOMERS AND ITS
13 OBLIGATIONS UNDER THE RULES OF THIS COMMISSION. I
14 WILL SAY AGAIN, HOWEVER, THAT ALTHOUGH SOUTHERN
15 BELL MUST HAVE COMPLETE ACCESS TO WHATEVER CABLE IT
16 USES TO PROVIDE SERVICE, IN ALL BUT EMERGENCY
17 CIRCUMSTANCES, THIS CABLE SHOULD BE SOUTHERN
18 BELL'S, NOT DCAD'S.

19
20 Q. (ISSUE 6) SHOULD THE TERMS AND CONDITIONS FOR THE
21 PROVISION OF TELECOMMUNICATIONS SERVICES AT THE
22 AIRPORT BY SOUTHERN BELL BE DIFFERENT WHERE THERE
23 ARE ALTERNATIVE PROVIDERS OF SUCH SERVICES AT THE
24 AIRPORT? IF SO, WHAT SHOULD BE THE TERMS AND
25 CONDITIONS?

1
2 A. NO. THE CURRENT RULES REGARDING PROVIDERS OF STS
3 TYPE SERVICE FUNCTION TO PREVENT LANDLORDS FROM
4 "LEVERAGING" THEIR POWER OVER TENANTS TO FORCE THEM
5 TO PURCHASE LOCAL TELEPHONE SERVICE FROM THEM AS
6 RESELLERS OF THAT SERVICE. THESE RULES MUST BE
7 APPLIED UNIFORMLY TO GIVE CUSTOMERS THE TRUE OPTION
8 OF PURCHASING SERVICE EITHER FROM THE LANDLORD OR
9 FROM THE LEC. THERE IS NO REASON TO DEVIATE FROM
10 THESE RULES IN A SITUATION IN WHICH THERE ARE
11 ALTERNATE PROVIDERS OF SOME OR ALL OF THE SERVICES
12 PROVIDED BY THE LEC.

13
14 MOREOVER, WHEN A LANDLORD BECOMES AN STS-PROVIDER,
15 IT NECESSARILY BECOMES AN ALTERNATIVE PROVIDER OF
16 LOCAL SERVICE TO THOSE TENANTS. IN OTHER WORDS,
17 EVERY INSTANCE IN WHICH STS SERVICE IS AVAILABLE
18 IS, BY DEFINITION, ONE IN WHICH A TENANT HAS THE
19 ALTERNATIVE OF BUYING SERVICE FROM SOMEONE OTHER
20 THAN THE LOCAL EXCHANGE COMPANY. THEREFORE,
21 WAIVING THESE RULES WHEN THERE IS AN "ALTERNATE
22 PROVIDER" WOULD BE TANTAMOUNT TO DOING AWAY WITH
23 THEM ALTOGETHER.

24
25 SOUTHERN BELL HAS PROVIDED SERVICE AT THE DADE

1 COUNTY AIRPORT FOR DECADES. THIS PROVISION OF
2 SERVICE RESULTED IN FEW CONFLICTS WITH THE COUNTY
3 AUTHORITY THAT HISTORICALLY RAN THE AIRPORT
4 THROUGHOUT THIS TIME, AND VIRTUALLY ALL PROBLEMS
5 WERE RESOLVED AMICABLY. THIS AMICABLE ENVIRONMENT,
6 HOWEVER, CHANGED DRASTICALLY A FEW YEARS AGO, WHEN
7 DCAD BEGAN TO PROVIDE STS-TYPE SERVICE TO ITS
8 TENANTS. WITHOUT MINIMIZING THE DIFFICULTIES OF
9 RUNNING A MAJOR AIRPORT, I MUST SAY THAT SOUTHERN
10 BELL BELIEVES THAT AT LEAST SOME OF THE PROBLEMS
11 THAT SOUTHERN BELL HAS EXPERIENCED WITH DCAD OVER
12 THE LAST FEW YEARS ARE DUE TO THE FACT THAT DCAD
13 WOULD PREFER TO PROVIDE DIAL TONE TO THE TENANTS AT
14 THE AIRPORT AND THAT IT VIEWS SOUTHERN BELL AS
15 COMPETITION IN THIS REGARD. AGAIN, THE STS RULES
16 OPERATE TO PREVENT A LANDLORD FROM TAKING UNDUE
17 ADVANTAGE OF PRECISELY THIS SORT OF SITUATION.
18 THEREFORE, IT IS OF CRUCIAL IMPORTANCE THAT THESE
19 RULES NOT BE WAIVED IN THIS INSTANCE.

20

21 Q. WOULD YOU PLEASE SUMMARIZE YOUR TESTIMONY?

22

23 A. ALTHOUGH DCAD IS IN CHARGE OF ADMINISTERING THE
24 AIRPORT, ITS SITUATION IS THE SAME IN ALL RELEVANT
25 ASPECTS AS ANY OTHER STS PROVIDER/LANDLORD. FOR

1 THIS REASON THE RULES THAT APPLY TO ENSURE THAT AN
2 STS PROVIDER DOES NOT TAKE UNFAIR ADVANTAGE OF ITS
3 POSITION AS A LANDLORD SHOULD ALSO APPLY TO DCAD.

4

5 SPECIFICALLY, DCAD MUST BE REQUIRED TO PROVIDE
6 SUPPORT STRUCTURES TO ALLOW SOUTHERN BELL TO PLACE
7 ITS OWN CABLE TO THE PREMISES OF ITS CUSTOMERS. IF
8 DCAD IS ALLOWED TO DENY SOUTHERN BELL ACCESS TO ITS
9 OWN CABLE, TO FORCE SOUTHERN BELL TO UTILIZE DCAD
10 CABLE TO REACH ITS CUSTOMERS, OR TO FORCE SOUTHERN
11 BELL TO REMOTELY DEMARCAT E ITS SERVICES, THEN THIS
12 WILL HAVE AN OBVIOUS IMPACT ON THE QUALITY OF
13 SERVICE THAT SOUTHERN BELL WILL BE ABLE TO PROVIDE
14 TO ITS CUSTOMERS AT THE AIRPORT. IF ANY OF THESE
15 THREE THINGS OCCUR, THEN, PRACTICALLY SPEAKING,
16 AIRLINES AND OTHER TENANTS AT THE AIRPORT WILL BE
17 EFFECTIVELY DEPRIVED OF THE OPTION OF OBTAINING
18 QUALITY, TIMELY SERVICE FROM THE LEC. TO PREVENT
19 THIS RESULT, SOUTHERN BELL MUST BE ALLOWED TO
20 OPERATE AT THE AIRPORT IN A WAY THAT WILL ALLOW IT
21 TO CONTINUE TO BE A VIABLE SERVICE OPTION FOR THE
22 MANY CUSTOMERS THAT IT HAS THERE.

23

24 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

25

EST 16396

1 A. YES.

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BST 16397

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Dispute between Dade
County Aviation Department and
BELLSOUTH TELECOMMUNICATIONS,
INC., d/b/a SOUTHERN BELL
TELEPHONE AND TELEGRAPH COMPANY
related to telephone serving
arrangements at airports in
Dade County.

Docket No. 931033-TL

PREFILED DIRECT TESTIMONY OF JAMES A. NABORS

DIRECT EXAMINATION

Q Would you please give us your full name and
address.

A James A. Nabors, Dade County Aviation Department
(DCAD), Miami International Airport (MIA), Miami, Florida,
33159.

Q Mr. Nabors, would you tell us what Public Service
Commission matter your testimony pertains to.

A I am providing testimony in the PSC Docket No.
931033-TL entitled, Dispute between Dade County Aviation
Department and BellSouth Telecommunications, Incorporated
doing business as Southern Bell Telephone and Telegraph
Company related to telephone serving arrangements at
airports in Dade County.

Q Please give us the name of your employer and your

1 job title.

2 A My employer is the Dade County Aviation
3 Department. My job title is Chief of the Telecommunications
4 Division.

5 Q What is your educational background and
6 experience?

7 A I have a bachelor of science degree in
8 Professional Studies from Barry University, Miami, Florida,
9 with a major in telecommunications.

10 My experience includes twelve years active duty in
11 the United States Air Force working on airborne electronic
12 weapons systems, four years as electronic technician on the
13 staff at the Georgia Institute of Technology, twenty years
14 with the Dade County Aviation Department performing duties
15 as the electronic systems supervisor, electronic systems
16 manager and chief of telecommunications.

17 Q What are your job and work responsibilities with
18 DCAD?

19 A The Chief of the Telecommunications Division is
20 responsible for a Department Division engaged in the
21 development, design, operation and maintenance of the Dade
22 County Aviation Department's telecommunications networks.

23 This includes management of the operations of the
24 Department's telephone switching centers, cable plant and
25 network support equipment; management of the airport's

BST 16251

1 public telephone operations; development, operation and
2 maintenance of the fiber optic based local area network and
3 management of the airport's radio networks and other
4 electronic based services.

5 Q How long have you been with DCAD?

6 A Twenty years.

7 Q Who owns and operates Miami International Airport?

8 A Dade County, a political subdivision of the State
9 of Florida, owns and operates Miami International Airport
10 through its aviation department. The department is referred
11 to as DCAD.

12 Q Does DCAD supervise the operations of other
13 airports in Dade County?

14 A Yes. There are a total of six airports: Miami
15 International, Opa Locka, Opa Locka West, Kendall-Tamiami,
16 Executive, Homestead General and the Training and Transition
17 Airport.

18 Q How large an airport is Miami International?

19 A Miami is currently handling more than thirty
20 million passengers a year. It is number seven in the entire
21 country and it is number one in terms of international
22 passengers having just passed JFK Airport last year in this
23 regard. MIA is number two in terms of international cargo
24 and will soon become number one in international cargo.

25 Q Give us a brief description of MIA and its

BST 16252

1 operations.

2 A MIA operates on approximately thirty-two hundred
3 acres, about seven miles west of downtown Miami. We have
4 more than fifteen hundred employees and serve more than one
5 hundred thirty scheduled and non-scheduled air carriers,
6 more than any other airport in the U.S. Serving such a
7 large number of air carriers requires constant moving of the
8 carriers between ticket counters and from position to
9 position within the terminal building and concourse.

10 The Terminal Building that now handles more than
11 thirty million passengers per year was designed and built in
12 1959 to handle twelve million passengers. To accommodate
13 the explosive growth in passengers and cargo, DCAD is
14 constantly building new facilities or renovating existing
15 ones. At the present time DCAD has a two billion dollar
16 capital development program under way in order to construct
17 facilities and meet the needs of the air carriers and
18 traveling public.

19 DCAD's primary obligation under federal, state and
20 local law is to provide safe and efficient facilities for
21 these carriers and air passengers.

22 Q Please describe the evolution of
23 telecommunications services at Miami International.

24 A Prior to 1983 Miami International Airport
25 telecommunication services were supplied solely by Southern

BST 16253

1 Bell. An early version of Centrex called Aircom Service was
2 used to provide this service. Then in the mid 1980's, DCAD
3 studied the MIA's need for telecommunication services. As
4 a result of that study and as a result of the Florida
5 legislation that permitted Shared Tenant Services (STS), MIA
6 began providing STS services through two separate Northern
7 Telecom switches, one for the airport hotel and one for all
8 other users.

9 Currently DCAD and airport tenants use a variety
10 of services provided by several vendors of
11 telecommunications services. Local access is, of course,
12 still the monopoly of the Local Exchange Company (LEC)
13 Southern Bell. Private line and special access service are
14 available from the alternate access vendors. Some of the
15 pay telephone service is provided by an alternative
16 telecommunications provider. DCAD itself and many airport
17 tenants use a combination of services supplied by Southern
18 Bell and DCAD's STS vendor, WilTel.

19 Given the need of the air carriers, DCAD, the
20 passengers and airport tenants, Miami International Airport
21 wants to provide a completely open system for the airport
22 community so as to allow access to alternative
23 telecommunication services consistent with Florida Statutes
24 and FPSC rules and regulations.

25 Q Generally describe the telecommunications

BST 16254

1 equipment and systems installed and used at MIA?

2 A We have two Northern Telecom Meridian private
3 branch exchanges, (PBX) using a fiber optic backbone system
4 for delivery of the signals.

5 Q Can you estimate the percentage of cabling and
6 conduit coverage DCAD has at the Miami International
7 Airport?

8 A We can access approximately eighty-five to ninety
9 percent of the airport by way of copper and/or fiber.

10 Q How is access provided to the remaining ten to
11 fifteen percent?

12 A We use what are called off premises exchange
13 circuits from the local operating company, Southern Bell.

14 Q Give me an example of what that would be?

15 A An example would be at a remote guard gate where
16 it is not economical to construct duplicate facilities to
17 that gate, e.g. parallel facilities requiring one telephone
18 and perhaps one card reader.

19 Q Please define and distinguish between the terms
20 ramp, taxiway and runway?

21 A A ramp is a paved surface used for the parking of
22 aircraft.

23 Taxiway is a paved surface used to provide access
24 to and from the runways to other parts of the airport,
25 including the terminal area.

BST 16255

1 Runways are paved surfaces intended solely for the
2 purpose of aircraft takeoff and landing operations.

3 Q Is it fair to say that a significant amount of the
4 airport is covered with either ramp, taxiway or runway
5 areas?

6 A Yes.

7 Q When your cabling needs to run to facilities on
8 opposite sides of those ramps, taxiways or runways, how is
9 that done?

10 A Normally it is done via existing underground
11 ductbanks, or via new ductbanks constructed by
12 subcontractors of our vendor.

13 Q Who is your primary telecommunications vendor at
14 MIA?

15 A Wiltel.

16 Q Are there any overhead lines at the airport?

17 A There are a few aerial feeds from Southern Bell in
18 the Northwest cargo area, but for the most part, all
19 telecommunications cabling are either underground or inside
20 a structure.

21 Q To the best of your recollection, what were the
22 circumstance that led to this dispute between DCAD and
23 Southern Bell?

24 A To the best of my recollection, the relations
25 between Southern Bell and the DCAD began deteriorating

BST 16256

1 following the award of a contract by DCAD to a private PBX
2 vendor in 1983. This was in the early days following
3 changes in the ATT/Bell regulatory structure and there were
4 new options for large users of telecommunications services
5 to realize economies of scale. One was to aggregate a large
6 concentration of end-users, such as those associated with
7 airports, college campuses or hospitals, through a central
8 switching system. This was not a new concept. What was new
9 was that the savings were now to be had by the STS provider
10 rather than by the Local Exchange Company.

11 Following the investigation of Shared Tenant
12 Services, the Florida Public Service Commission in Order No.
13 17111 provided a special provision for Florida airports to
14 operate telecommunication systems on a shared basis. It is
15 the interpretation of this order and FPSC rules related to
16 STS that I believe has led to the difficulties between DCAD
17 and Southern Bell.

18 Q What are DCAD's objectives regarding the future of
19 telecommunications at Miami International?

20 A Our overall objective is to establish an airport
21 wide telecommunications network to allow cost efficient
22 operations and equal access and opportunity to all providers
23 of alternative telecommunications services. The
24 aeronautical activities at MIA are strictly commercial in
25 nature and other alternative telecommunication providers

BST 16257

1 should be able to compete on an equal basis with Southern
2 Bell for those services.

3 Q What does DCAD hope to accomplish through this
4 proceeding?

5 A DCAD's desire in this proceeding consists of at
6 least four objectives.

7 Item one, DCAD believes that its obligation under
8 section 364.339(4) to allow a commercial tenant to have
9 direct access to Southern Bell's lines does not require
10 Southern Bell to have demarcation points at each customer's
11 physical premises.

12 Q Let me interrupt your answer and ask you about the
13 issue of the customer's physical premises.

14 In the context of an airport, what are DCAD's
15 views as to what a customer's physical premises should be?

16 A Typical premises of a major air carrier would
17 consist of back office space, ticket counter space, baggage
18 processing space, cargo processing space and perhaps
19 maintenance space. All of those spaces can be in different
20 buildings at widely differing locations on the airport
21 campus and in some cases different physical structures at
22 the same location.

23 Q So, what is your concern about the location of a
24 customer's premises?

25 A In order to define the demarcation point for

BST 16258

1 monopoly local exchange service, we first have to determine
2 what constitutes a premise.

3 Q What would be DCAD's desire regarding the
4 definition of a customer's premises?

5 A Since it is a difficult task to determine a major
6 carrier's premises, we would propose locating centralized
7 demarcation points to serve several of a customer's premises
8 throughout the airport. DCAD would request the PSC to
9 revise or waive the demark rules for airports in Florida,
10 particularly MIA, so that the demark points are established
11 at central locations about the airport.

12 Q What are DCAD's remaining objectives in this
13 proceeding?

14 A Item two: DCAD should be recognized by the PSC as
15 a significant telecommunication provider whose existing and
16 future telecommunications equipment, conduit and cable are
17 of equal or better quality as Southern Bell's and that,
18 therefore, DCAD should not be required to provide Southern
19 Bell with separate and duplicate facilities.

20 Item three: To the extent that Southern Bell uses
21 DCAD's conduit to provide the same services offered by
22 alternative providers of telecommunications services,
23 Southern Bell should pay a reasonable fee for such use in an
24 amount approved by the FPSC.

25 Item four: If DCAD has to provide conduit and

1 cable to Southern Bell at no cost, DCAD is subsidizing
2 Southern Bell operations, which is fundamentally unfair and
3 discriminatory. Furthermore, the development of the
4 airport's communications infrastructure and operations are
5 being subordinated to a special interest outside the
6 aviation community.

7 DCAD must insure efficient development of these
8 facilities in the interest of providing the best airport
9 services possible. It is our objective here to inform the
10 Commission of our concerns and ask for guidance.

11 Q Why is control of airport telecommunication
12 services important to DCAD and its future?

13 A DCAD has its own separate obligation to provide
14 efficient and safe facilities to the air carriers and the
15 public. Q Could you describe the current
16 telecommunications services and products provided by
17 Southern Bell at the airport?

18 A As far as I am aware, Southern Bell will provide
19 or does provide any type of telecommunication services
20 allowed through their tariff offerings, regulated or non-
21 regulated. They are not allowed to provide products such as
22 end-user devices other than those required to deliver
23 network services.

24 Q When you use the term network services, what do
25 you mean by that term?

BST 16260

1 A Network services include dial tone and/or private
2 line service.

3 Q Using examples, if you can, describe DCAD's
4 current working relationship with Southern Bell.

5 A The current working relationship with Southern
6 Bell is strained. There is a basic difference in the
7 philosophies as to how to provide telecommunication services
8 at a major airport. DCAD wishes to provide service and
9 access on an open and equally competitive basis. Southern
10 Bell wishes to monopolize the airport at the expense of the
11 host authority.

12 Q Can you give us an example of this?

13 A Concourse A is a capital development project to
14 construct a new concourse on the north end of the Miami
15 International Airport terminal. Prior to construction of
16 this facility, civil engineering work is required to build
17 an aircraft ramp through the heart of that portion of the
18 project. There is a conflict with a major feeder cable
19 coming from the Southern Bell central office on the north
20 (36th Street) side of the airport.

21 Q Do you have an exhibit that helps explain DCAD's
22 concerns?

23 A Yes, Exhibit JN-1 to my prefiled testimony.

24 Q Please explain Exhibit JN-1?

25 A This is a schematic diagram showing the layout of

BST 16261

1 the Miami International Airport. The layout shows the
2 approximate locations of the major telecommunications cable
3 distribution system. The blue lines indicate those
4 ductbanks which were constructed by Southern Bell; and the
5 pink lines indicate those built by DCAD. The two areas
6 highlighted in yellow are for emphasis on these locations
7 relating to discussions in this testimony.

8 Q Now, Mr. Nabors, you were discussing a problem
9 with a feeder cable, was that feeder cable one that ran from
10 Northwest 36th Street area due south to the terminal area?

11 A Yes, it is.

12 Q Please describe the ductbank location and length?

13 A It runs under runway 9L and that ductbank and
14 cable has been in place since the construction of the 20th
15 Street terminal sometime in the late 1950's.

16 Q When you refer to the 20th Street terminal, that
17 is the main terminal building of Miami International Airport
18 now?

19 A Yes, it is.

20 Q The ramp that is being constructed to surround
21 Concourse A, does that ramp go over the ductbank?

22 A Yes, it does. The cable and the ductbank are
23 being lowered in order to construct the ramp to support
24 aircraft loading.

25 Q Did DCAD have any alternative approaches that they

1 proposed to Southern Bell regarding that particular
2 ductbank?

3 A Yes. DCAD has suggested on several occasions that
4 service from Southern Bell be demarked at airport building
5 #100 at 5700 N.W. 36 Street, and rerouted over DCAD's fiber
6 network.

7 Q Was there another alternative that you offered to
8 Southern Bell?

9 A Yes. The second alternative was to ask Southern
10 Bell to investigate the feasibility of using their fiber
11 optic feeder cable coming from LeJeune Road, Northwest 42
12 Avenue, west along Central Boulevard into the airport
13 terminal.

14 Q What did Southern Bell say to that?

15 A They stated the time required to implement this
16 alternative would not make the schedule for the construction
17 of Concourse A.

18 Q So, your concern with Concourse A was that the
19 alternatives DCAD offered and which were rejected by SBT
20 were feasible, reasonable and less expensive than SBT's
21 final solution.

22 A Yes.

23 Q Mr. Nabors, what was the outcome of the
24 Concourse A situation regarding Southern Bell?

25 A As previously stated, both alternative suggestions

1 by DCAD were deemed not to be feasible by Southern Bell and
2 the end result was that we are lowering the ductbank and the
3 cable to meet the design of the ramp being built.

4 Q By lowering it, you mean that the ductbank in the
5 area of the ramp had to be dug up, removed, another deeper
6 trench excavated and the duct bank replaced?

7 A That is correct.

8 Q What was the original cost for dropping that
9 ductbank?

10 A The original estimate was approximately three
11 hundred thousand dollars.

12 Q What is the cost to date, if you know?

13 A To date the cost is estimated to be one million
14 five hundred thousand dollars.

15 Q Who will be paying for that?

16 A DCAD.

17 Q Is it your testimony that either of the two
18 alternatives that DCAD offered Southern Bell would have cost
19 no more than three hundred thousand dollars and certainly
20 less than \$1,500,000?

21 A Yes.

22 Q Would you please explain Exhibit JN-2?

23 A This is a letter from Southern Bell addressing the
24 estimated charges related to the rearrangement of
25 underground facilities due to construction at Concourse A.

BST 16264

1 Attached to the letter is a "revised agreement", which is
2 supposed to outline the details related to the construction
3 and related cost. The letter indicates that DCAD must pay
4 Southern Bell \$1,506,108.00 and this is an estimated cost
5 which does not include the installation charges for cable
6 and related telecommunications equipment.

7 Q Are there any changes that you would like to see
8 in the method by which Southern Bell addresses engineering
9 and construction cost at the airport?

10 A Yes, it would be extremely helpful if Southern
11 Bell would provide more details related to the estimated
12 costs. Besides allowing DCAD to determine if those costs
13 are accurate and appropriate, we would also have valuable
14 information related to the actual engineering and
15 construction to determine if it is compatible with DCAD's
16 construction plans.

17 Q Is this construction issue related to Concourse A
18 an isolated incident involving Southern Bell and DCAD?

19 A No, it is not. The Concourse A matter along with
20 the E Remote location issue discussed later in my testimony
21 are but two examples of problems DCAD has had with Southern
22 Bell throughout the years. DCAD would be more than happy to
23 provide the Commission with the details of other problems
24 DCAD has had with Southern Bell.

25 Q Can these problems be resolved with Southern Bell?

1 A Yes, and in my testimony I have outlined what I
2 believe to be appropriate methods to resolve these problems
3 and I honestly believe the suggested resolutions would
4 benefit Southern Bell, DCAD and the end-user tenants at the
5 airport.

6 Q Please explain what has been marked Exhibit JN-3?

7 A This is an enlargement of the area highlighted on
8 Exhibit JN-1 just north of the Concourse E. This diagram
9 shows the cable route between the Main Terminal and the
10 Airport building we refer to as Concourse E Remote Terminal.

11 Q Mr. Nabors, referring to Exhibit JN-3, is there
12 another incident regarding Southern Bell that you would like
13 to address?

14 A Yes, the E Remote Terminal and the major tenant at
15 that terminal, American Eagle.

16 Q Where is E Remote Terminal?

17 A E Remote Terminal is in approximately the center
18 of the airport just west of what would be 57th Avenue if it
19 were extended across the airport.

20 Q Is the E Remote facility a separate facility from
21 the Main Terminal Building?

22 A Yes, it is.

23 Q Between the nearest concourse and the E Remote
24 facility itself, I gather there is nothing but ramp and
25 taxiways?

1 A Yes. Ramp and taxiways of approximately fifteen
2 hundred to two thousand feet.

3 Q Back to your concern and American Eagle, please
4 explain what happened?

5 A American Eagle is installing a temporary facility
6 just east of the E Remote and had requested additional
7 telephone cabling to that facility. Southern bell submitted
8 two engineering packages for our approval to install a three
9 hundred pair cable out to serve that trailer.

10 Q Did DCAD propose to install the cable?

11 A No, there was no need to do so. There was
12 existing ductbank in place and also existing cable in place.

13 Q You mentioned that Southern Bell submitted two
14 engineering proposals. Please explain those proposals?

15 A They submitted two proposals in sequence. The
16 first one was to extend the cable from the main terminal all
17 the way to the new temporary facility. The second one was
18 to simply construct the support facilities at the E Remote
19 Building.

20 Q What did the construction of support facilities
21 consist of?

22 A A new grounding system, new backboards,
23 modification to and the removal of some cabinets,
24 modification to the Telco room and installation of some
25 underground conduits between the E Remote structure and the

BST 16267

1 temporary trailer facilities.

2 Q Would the facilities room that you are talking
3 about have required dedication of new space within the
4 E Remote facility?

5 A Yes, it would.

6 Q As a result of your receiving these two
7 engineering proposals, what position did DCAD take?

8 A Since there was ample existing cable going to that
9 facility, we suggested to American Eagle that they use that
10 cable to provide the service to the E Remote facility.

11 Q What was Southern Bell's response to that?

12 A Essentially there was no response until American
13 Eagle instructed Southern Bell to use the existing cable and
14 demark Southern Bell service in the main Terminal Building.

15 Q But what was Southern Bell's response to your
16 suggestion that they make use of your cable already in
17 place?

18 A Southern Bell insisted on installing their own
19 cable to that facility.

20 Q What would it have cost Southern Bell to construct
21 the support facilities at the Remote E terminal and the
22 ductbank going from the main terminal to the E Remote
23 facility?

24 A Based on our estimates, it would have cost
25 Southern Bell approximately ninety-eight thousand dollars.

BST 16268

1 Q How much do you estimate it would have cost
2 Southern Bell just to install cable in the existing DCAD
3 ductbank?

4 A Based on our estimates, it would have cost
5 Southern Bell approximately \$20,000.00 just to install
6 cable. This is \$20,000.00 that need not be spent, since
7 DCAD had in place cable that could have been used. However,
8 Southern Bell insisted on having its own cable in DCAD's
9 ductbank to run out to the E Remote location.

10 Q Did Southern Bell propose to compensate you for
11 the use of DCAD ductbanks to install their own cable when
12 DCAD cable is available in the same ductbank?

13 A No.

14 Q Where would that cable have started from?

15 A It would have started from the main Terminal
16 Building.

17 Q Approximately how far is it from the main Terminal
18 Building to the location of the E Remote facility?

19 A It is approximately two thousand feet.

20 Q In order for them to put their cable in the
21 ductbank between the Terminal Building and the E Remote
22 facility, could they have just pulled a line in there
23 without disrupting the airport operations?

24 A No. It is not that simple. The layout of the
25 underground ductbanks to reach from the main terminal to the

BST 16269

1 E Remote facility traverses aircraft parking and taxiways
2 west along the north side of Concourse E approaching the
3 International Terminal at Gate 30, then north to the E
4 Remote facility. The existing ductbank is entirely under
5 the ramp that is just north of Concourse E. There are
6 manholes approximately every three to four hundred feet
7 along that run. In order for Southern Bell to pull the
8 cable they have to go into the manholes.

9 Q What disruption does that cause to airport
10 operations?

11 A Aircraft gate assignments have to be modified in
12 order to keep those areas, where the manholes are located,
13 clear of aircraft while the men are there working. So the
14 gate has to be closed and no aircraft can be parked there
15 until they are finished. Likewise, the taxiway between the
16 International Terminal and the E Remote facility would have
17 to be closed for a period of time to allow them to get in
18 there and pull the cable in that area. Once the cable was
19 pulled up to the parking area designated as Gate 30, at the
20 E Remote facility, the cable then would leave that area and
21 go into the building itself and then back out north to the
22 E Remote facility. Then there are additional manholes that
23 would have to be utilized in order to pull the cable to
24 reach the ultimate location. Those ductbanks and those
25 manholes are also located under the ramp.

1 Q The ultimate facility to be reached would have
2 been the trailer facility that you are talking about?

3 A Yes.

4 Q DCAD already had ductbanks to reach all of these
5 areas?

6 A That's correct.

7 Q You also had cable to reach all of these areas?

8 A That is also correct.

9 Q Did you have cable within those ductbanks that
10 would have been sufficient for Southern Bell's use?

11 A Yes.

12 Q Did Southern Bell decline to make use of your
13 cable?

14 A Southern Bell declined to make use of the cable
15 until they were notified by the customer, American Eagle,
16 that they wished for Southern Bell to use those cables.

17 Q How was it that American Eagle got involved in
18 this project?

19 A I notified American Eagle that there was cabling
20 already in place and that Southern Bell was requesting
21 installation of additional cable and asked them to consider
22 utilizing the cable that was in place.

23 Q What was the concern that you were raising with
24 American Eagle?

25 A My concern was that it was costing DCAD money to

BST 16271

1 support Southern Bell's demanded installations to that
2 facility. It was an unnecessary installation and those
3 costs eventually would be passed on to the tenants of the
4 airport because the air carrier tenants ultimately pay for
5 the airport operational expenses.

6 Q Does the airport receive any tax dollars?

7 A No, tax dollars are not used to support airport
8 operations.

9 Q So if there is an increased expense in pulling
10 cable through ductbanks from the Main Terminal Building all
11 the way to the remote facility, the air carriers ultimately
12 have to pay for it?

13 A Ultimately that cost is recovered from the users
14 of the airport facilities.

15 Q Mr. Nabors, what was your concern about Southern
16 Bell's insistence that it run its own cable through the duct
17 work out to the E Remote facility?

18 A My primary concern was that it would cause an
19 unwarranted safety hazard and unnecessary disruption to the
20 operation of the airport. It was an unneeded and
21 duplicative activity since there was existing cable.
22 Obviously, the other concern is the unnecessary cost.

23 Q Did it come to your attention, Mr. Nabors, that
24 American Eagle had been thinking about requesting Southern
25 Bell to make use of DCAD cable anyway?

1 A Yes. They told me that Southern Bell was not
2 going to be able to make their schedule and that they,
3 American Eagle, were looking for alternative ways to provide
4 service to that facility.

5 Q As a result of their own thinking in that regard,
6 did they make contact with you about that?

7 A Yes, they did.

8 Q What was the outcome of all of this?

9 A American Eagle requested that Southern Bell
10 terminate their service in the main Terminal Building and
11 asked me to coordinate with our vendor to extend that
12 service to the E Remote facility.

13 Q Is that what happened?

14 A That is what happened.

15 Q Is that system in place now?

16 A It is either in place or it is ready to be
17 utilized as soon as the E Remote facilities are completed.

18 Q So from the standpoint of Southern Bell's
19 increased service to the E Remote facility, the demark for
20 that increased service is back at the main terminal
21 building?

22 A Yes. Technically and physically the demark point
23 is at the main Terminal Building. For administrative
24 purposes the demarcation point would be at the E Remote
25 facility. For repair and/or maintenance to those cables we

BST 16273

1 are allowing Southern Bell to designate the demarcation
2 point at the E Remote facility, which obligates Southern
3 Bell to maintain that cable from end to end.

4 Q So there is no misunderstanding, if something does
5 go wrong that requires repair or maintenance of the cabling
6 running from the main terminal building out to the E Remote
7 facility at some point in the future, will Southern Bell
8 take care of that maintenance or repair?

9 A Yes. Southern Bell will take care of the
10 maintenance or repair of that cable.

11 Q Is that any particular problem?

12 A It is no problem as far as I am concerned.

13 Q Is there any particular problem to Southern Bell
14 in doing that?

15 A Not to my knowledge.

16 Q In other words, their repair of the dedicated
17 cable that DCAD has made available is the same as if they
18 were repairing or maintaining their own cable?

19 A Yes, that is correct. It is my understanding that
20 it was Southern Bell that asked that the demarcation point
21 be designated at the E Remote facility.

22 Q Mr. Nabors, if the demark points for all of
23 Southern Bell's customers throughout the terminal facility
24 were back at centralized locations, such as the 3000X
25 location, and if something went wrong with the cables from

BST 16274

1 those points out to the ultimate customer's facilities, who
2 would you propose would repair these cables?

3 A I would propose that they be maintained by DCAD.

4 Q That then would be different from the current
5 situation that exists with the American Airlines Remote E
6 facility situation?

7 A That's correct. The cable belongs to DCAD and
8 designation of that demarcation point at the E Remote
9 facility was at the request of Southern Bell and Southern
10 Bell is maintaining that cable.

11 Q Southern Bell has made a point of saying that
12 their uninterrupted service to a customer's actual telephone
13 should be kept intact because otherwise if they didn't have
14 maintenance and repair control over the lines leading up to
15 that end-user instrument, then there would be a degradation
16 of service. In your opinion is that correct?

17 A No.

18 Q Why is that?

19 A The facilities installed at the airport are equal
20 to or exceed those of the Local Exchange Company.

21 Q Do you agree with past Southern Bell statements to
22 the effect that analyzing a customer's telephone problems by
23 having a telephone line operated by DCAD between the end-
24 user instrument and Southern Bell makes it awkward,
25 difficult, inconvenient and inefficient for repair and

1 maintenance purposes?

2 A No. These types of situations exist and have
3 existed for years at the airport where vendors come to a
4 designated location and utilize DCAD's cable or transmission
5 facilities. Service and repair is a combined effort. The
6 various entities troubleshoot to their point of
7 responsibility and take care of the problem. In my opinion,
8 too much has been made of the problems related to the
9 maintenance and repair function.

10 Q. What is the degree of frequency of service or
11 repair to one of your high-tech phone lines?

12 A It obviously varies depending on the level of
13 activity, such as construction activity in the area and
14 whether cabling exists. Cables generally just don't go bad
15 by themselves. I would say on average a cable would not
16 have to be serviced more frequently than every two to three
17 years. And it is unreasonable to believe that only Southern
18 Bell personnel can maintain and service a telephone line.

19 Q What is the most frequent cause of needing a cable
20 serviced or repaired at the airport?

21 A The most frequent is construction activity.
22 Second to that would be water damage.

23 Q When you say construction activity, what do you
24 mean? A Construction activity that actually damages
25 a line or requires relocation.

BST 16276

1 Q To your knowledge does Southern Bell have repair
2 personnel or service personnel located at the airport?

3 A They do have several personnel at the airport.

4 Q Are they permanently assigned dedicated to the
5 airport?

6 A Some of them are.

7 Q Would you describe the current services offered
8 and provided by other telecommunications vendors at the
9 airport.

10 A Other alternative telecommunications vendors doing
11 business at the airport are able to provide all types of
12 telecommunication services except local and Intralata toll
13 service.

14 Q What about the quality of service and products
15 provided by the other alternative telecommunications
16 vendors?

17 A To my knowledge the quality of products and
18 services provided by alternative telecommunications vendors
19 is acceptable to the users, otherwise they would become
20 victims of the marketplace. Speaking specifically about the
21 vendors used by DCAD, I can assure you that the quality of
22 services and products either meet or exceed those of the
23 Local Exchange Company, otherwise Southern Bell would get my
24 orders.. DCAD is, by the way, a large user of Southern Bell
25 services.

BST 16277

1 Q When you say "they become victims of the market,"
2 what do you mean?

3 A That means that if the alternative
4 telecommunication vendors do not provide a product or a
5 service that is equal to or better than Southern Bell's,
6 then those alternative providers would lose business to
7 Southern Bell. The users would seek the quality of service
8 that would be acceptable to their needs.

9 Q Could you describe DCAD's current working
10 relationship with your other alternative telecommunications
11 vendors?

12 A DCAD's current working relationships with
13 alternative telecommunication vendors at the airport are
14 quite good. Their activities at MIA are approved and
15 controlled by DCAD. They either lease airport facilities or
16 bear the cost of constructing new facilities for access to
17 their end users. They operate under contract, DCAD permit
18 or license agreement. Therefore, the terms and conditions
19 are clearly established. This fosters good working
20 relationships.

21 Q I direct your attention to Southern Bell's need
22 for support facilities, does Southern Bell need to have a
23 separate room or service space or location in every building
24 to which Southern Bell has provided cabling?

25 A No, they do not need such facilities. However,

BST 16278

1 they require space in each of the facilities where they
2 provide service, not necessarily separate rooms.

3 Q What is involved with that space?

4 A It is what is commonly referred to as a telco
5 equipment room or we share space with other electrical
6 equipment in those rooms. It requires that the room be
7 properly lighted, air conditioned, power provided, space on
8 the walls to mount backboards, punch blocks and cable
9 splices and those sorts of things.

10 Q To the extent that you already have those rooms
11 available and Southern Bell wants to make use of one wall of
12 that room and that wall is empty, then I gather there is not
13 a particular problem?

14 A There is not a particular problem, as long as
15 adequate space remains for other vendors to come in and
16 place their equipment there as well.

17 Q Have there been occasions where Southern Bell
18 required its own support facility area?

19 A Yes, there are cases where Southern Bell has
20 required separate dedicated space of their own. This, of
21 course, would be a duplicate and unnecessary space.

22 Q For that kind of space, what is involved in terms
23 of the security and the required electrical and air
24 conditioning service?

25 A It requires additional separate systems for air

1 conditioning, lighting, power, electrical grounding systems,
2 security and so forth.

3 Q How about the availability of space at the airport
4 in general?

5 A Space in general is at a premium. All of the
6 various vendors are competing for space in these equipment
7 rooms.

8 Q Since MIA has been engaged in a continuous
9 construction program, describe how telecommunications
10 providers, specifically Southern Bell, are informed of and
11 allowed to participate in the airport's planning and
12 construction program?

13 A Southern Bell has been consistently informed as to
14 the proper DCAD staff and department consultants to see
15 regarding plan reviews and construction programs.
16 Participation by concerned parties in the planning review
17 process is always encouraged.

18 Q Is it true that DCAD has invited Southern Bell to
19 designate an on-airport Southern Bell representative to
20 specifically address telecommunications issues and enhance
21 relationships between SBT and DCAD?

22 A Yes, on several occasions.

23 Q What has Southern Bell's response to that been?

24 A They claim to have two engineers assigned to the
25 airport.

BST 16280

1 Q Does this address DCAD's concerns?

2 A No.

3 Q Why not?

4 A There is no pro-active effort on their part to
5 gain an appreciation of DCAD's airport development programs.
6 The attitude seems to be that the DCAD is subordinate to
7 Southern Bell in matters relating to their operations on the
8 airport; and that DCAD must react to their needs regardless
9 of the impact on other airport activity.

10 Q In your view if they had an appropriate site
11 representative, would that improve communications and
12 Southern Bell's ability to participate in the planning
13 process?

14 A It certainly would.

15 Q Mr. Nabors, the Commission states in its Proposed
16 Agency Action Order at pages 4-5 the following: "The
17 scenario implicit in rule 25-24.575(11) is different from
18 the airport situation in that when a building is constructed
19 and wired, tenants are not yet identified and facilities
20 requirements to meet demands for LEC service are unknown.
21 However, with airports, LEC's already have substantial
22 investments in facilities. LEC's also have an obligation to
23 serve their customers."

24 First of all, is that a clear and accurate
25 statement?

BST 16281

1 A No, it is not. In my opinion, the
2 telecommunications needs are fairly well identified for the
3 probable users of a typical office building. So once that
4 building is constructed and wired for those services, it
5 doesn't really make any difference who the tenants are.

6 Q How does this statement from the PAA Order relate
7 to airport facilities that are about to be constructed?

8 A Depending on the facility, we may or may not know
9 the type or who the tenant is going to be. So wiring of an
10 airport facility cannot be determined before it is
11 completed. It is DCAD's practice to provide ductbanks to
12 new facilities and do the cabling later.

13 Q Mr. Nabors, turning your attention to the concept
14 of direct access, would you define the term direct access to
15 the end-user customers in your view?

16 A In the airport environment, my definition of
17 direct access to end-user customers would be access by the
18 vendor to an end-user customer by the most direct means
19 possible allowing for the best interests of the airport
20 community as a whole.

21 Q Based on that definition, is DCAD currently
22 allowing Southern Bell direct access to end-user customers
23 at its airports?

24 A Yes. The current "tentative" policy goes well
25 beyond this definition in supplying Southern Bell with

BST 16282

1 facilities to serve their customers. It is now standard
2 practice to give Southern Bell anything they request
3 regardless of need or cost.

4 Q You mention the word "tentative". What do you
5 mean by the comment that the "tentative policy goes well
6 beyond this definition?"

7 A We are currently operating under a letter of
8 understanding issued by our airport director pending the
9 outcome of these proceedings.

10 Q Do you know of any way DCAD can improve Southern
11 Bell's access to end-user customers?

12 A From a DCAD standpoint it would be an improvement
13 and advantage to both DCAD and Southern Bell if a minimum
14 number of demarcation points could be established at the
15 airport and access provided by a single network throughout
16 the airport campus. It would reduce the cost and simplify
17 the development, planning, design and construction process
18 for providing the airport infrastructure. Southern Bell
19 would be spared the investment costs and maintenance
20 expenses of building and supporting a parallel network at
21 Miami International Airport.

22 Q How does the airport provide access to end-user
23 customers for other alternative telecommunications vendors
24 at the airport?

25 A First, DCAD provides access to alternative

1 telecommunication vendors by leasing facilities or support
2 structures on the airport network, and, secondly, issuing
3 permits for vendors to construct facilities at their own
4 expense. Under either of these approaches the vendor pays
5 DCAD a rent or a use charge.

6 Q Would they sometimes use DCAD's facilities or
7 cable?

8 A Yes.

9 Q Does DCAD believe it is reasonable to provide
10 Southern Bell with access to end-user customers, for
11 alternative telecommunications services in the same manner
12 that it provides such access to other alternative
13 telecommunication providers?

14 A Yes. Otherwise the alternative telecommunications
15 services providers lose its meaning. When DCAD makes
16 special concessions to the local exchange operating company,
17 the other vendors are put at a disadvantage. Very simply
18 put, alternative competitive services must be cost based.

19 Q What is your understanding of the PSC rule which
20 defines the term demarcation point?

21 A My understanding is that the current definition
22 was promulgated before the divestiture of the ATT monopoly
23 and that the intent was to define a point agreeable to the
24 owner to which the LEC was required to extend regulated
25 local exchange service, thereby protecting the owner from an

BST 16284

1 unreasonable requirement to build out to the nearest Bell
2 service point.

3 Q Is the definition of demarcation point adequate to
4 allow DCAD to meet its obligations to provide safe, secure
5 and efficient telecommunications services at its airports?

6 A No, this definition is obsolete. I believe the
7 current definition was purposely made somewhat vague in
8 order to allow for some flexibility in establishing a
9 demarcation point which would be acceptable to both the
10 property owner and the LEC. Again, when the rule was
11 codified with this definition, I believe the issue being
12 addressed was much different than the one being discussed
13 today.

14 In a competitive telecommunication environment
15 with a wide array of alternative telecommunication services
16 and vendors, the obligation of the airport management
17 requires strict control of the provision of
18 telecommunication services. The definition of demarcation
19 point needs to be more specific to meet the needs of
20 airports.

21 Q Your prior answer implied that the definition
22 contained in the Commission's rule was inadequate. How
23 should it be revised?

24 A In my opinion, the definition can possibly be
25 modified to address specific types of installations such as

1 airports.

2 Q Are you suggesting a generic revision to the
3 definition in the rule which would address telecommunication
4 services provided by all STS providers or are your suggested
5 revisions specific to airports only?

6 A My suggestion would be a revision to address
7 airports specifically. Other providers with differing
8 topologies seeking revision to the definition should be
9 considered on their own merits.

10 Q Why should a definition related to airports be
11 different from the definition of demarcation point
12 applicable to other entities?

13 A If you consider requirements of a typical
14 vertical, high-rise commercial building versus those of an
15 airport, it should become readily apparent the current
16 definition is not adequate. The vertical building's
17 distribution is simplistic; a feeder from the LEC can be
18 terminated or demarked at the basement of the street level
19 and the building owner's cable extended vertically to the
20 uppermost floor with service points along the way; then
21 individual distribution cables run to the station equipment
22 devices.

23 A major airport, however, is a sprawling,
24 horizontal, layout much like a small city, with structures
25 of varying sizes, heights and configurations such as

BST 16286

1 aircraft maintenance hangers, decompression chambers, FAA
2 control towers, federal inspection facilities, a fire rescue
3 station, a police station, et cetera. The cable
4 distribution system to meet the varying needs is complex.
5 Adding to the complexity at MIA is the fact that the airport
6 operations, both cargo and passenger, are increasing and the
7 development program to provide facilities is accelerating to
8 meet the demands of the air carriers and other businesses
9 supporting their operations. This type of facility
10 development cannot happen if the communication
11 infrastructure is under the control of outside special
12 interests.

13 Q Are you familiar with the FCC's rule/definition
14 regarding demarcation points?

15 A Yes.

16 Q Could you briefly explain that rule/definition?

17 A Basically, this rule requires that the regulated
18 telephone service from the local utility be terminated at a
19 point just inside the line of the property being served. It
20 is my understanding that the rule also gives the property
21 owner the right to designate an alternate demarcation point,
22 if he so desires.

23 Q Do you recall that Southern Bell at one time
24 requested the FPSC to revise its rule to be consistent with
25 the FCC rule?

BST 16287

1 A Yes.

2 Q Do you believe that the FCC rule would be an
3 appropriate rule for airport operations?

4 A Yes.

5 Q At one part of the PSC's proposed agency action
6 order the PSC stated that Southern Bell shall utilize DCAD
7 cable when Southern Bell cable is not available. Does the
8 DCAD cable, dedicated to Southern Bell's use meet
9 appropriate technical standards?

10 A Yes.

11 Q Would reasonable compensation to DCAD exceed
12 Southern Bell's cost of installing its own cable?

13 A No.

14 Q What is your understanding of the Commission's
15 mandate regarding the use of DCAD cable?

16 A My understanding is that Southern Bell is being
17 instructed to utilize airport network cable in cases where
18 Southern Bell does not have its own cable in place. And, I
19 agree with that.

20 Q The proposed agency action order also states that
21 when Southern Bell utilizes DCAD's cable the cable should be
22 fully dedicated to Southern Bell's use. What is your
23 understanding of the term "fully dedicated" as stated in
24 that order?

25 A My understanding is that the cables requested and

BST 16288

1 reserved by Southern Bell are to be used exclusively by
2 Southern Bell.

3 Q In your experience is dedication of DCAD cable for
4 Southern Bell's use easily accomplished?

5 A Yes. No problem.

6 Q Is it reasonable and appropriate for DCAD to fully
7 dedicate its cable when such cable is utilized by Southern
8 Bell?

9 A That depends entirely on the definition of fully
10 dedicated cable. If it means exclusive use of the capacity
11 required to provide the service, then, yes, it is reasonable
12 and appropriate. However, if it means anything else, I
13 cannot make a judgment without more details.

14 Q The PSC's order also indicates that DCAD should
15 provide Southern Bell full access to its own network cable.
16 What is your understanding of this term and is DCAD
17 currently allowing Southern Bell such access?

18 A This means that Southern Bell should be able to
19 physically reach their network cable at any time without any
20 undue restrictions. Southern Bell is currently allowed full
21 access to its cables.

22 Q Is it reasonable and necessary for DCAD to provide
23 full access to Southern Bell when DCAD cable is utilized to
24 complete Southern Bell's network connections to its
25 customers?

BST 16289

1 A No. However, I would not be opposed to Southern
2 Bell accessing those cables in the company of an airport
3 representative, if it is in the best interests of the end-
4 user.

5 Q The PSC order also notes that there is currently
6 no provision in statute or rule that allows a third party
7 such as DCAD to provide and be responsible for any portion
8 of the LEC's network. Likewise, there are no provisions for
9 terminating a LEC service at the location of a third party
10 to be subsequently extended by that third party through non-
11 network facilities to the LEC's customer. However, there is
12 precedent for the LEC using a building owner's cable to gain
13 access to tenants and to pay compensation to the building
14 owner for use of its cable.

15 What is your understanding of the distinction the
16 Commission is attempting to make by the foregoing comment
17 and how does it address efficient telecommunications
18 operation at the airport?

19 A The distinction seems to be that in the case of
20 Southern Bell utilizing a building owner's cable, that cable
21 is considered to be Southern Bell's network cable and it is
22 their responsibility; and in the other case, the cable is
23 considered to be the responsibility of the third party.
24 This comment by the Commission has not affected operations
25 at Miami International Airport.

BST 16290

1 Q Mr. Nabors, referring to that quoted provision
2 again where the PSC indicates that there are no provisions
3 for terminating an LEC service at the location of a third
4 party, which would be DCAD, to be subsequently extended by
5 DCAD through non- SBT network facilities to the LEC's
6 customer; in the context of your existing cabling at the
7 airport is this a problem?

8 A It is not a problem and it is happening at the
9 airport now. It has happened in the past and we have not
10 experienced any of the perceived maintenance or service
11 problems.

12 Q Does Southern Bell presently utilize DCAD cable to
13 gain access to any of its end-user customers at the airport?

14 A Yes, they do. Sometimes with our knowledge and
15 concurrence and sometimes without.

16 Q Would you explain further what you mean by
17 sometimes without your knowledge and concurrence?

18 A Various reports inform me of use of our cable
19 without permit.

20 Q How are you compensated for Southern Bell's use of
21 your cable?

22 A Southern Bell provides no compensation for the use
23 of airport cable.

24 Q Does DCAD provide alternative providers of
25 telecommunications services with cable in order to gain

BST 16291

1 access to end-user customers?

2 A Yes. Alternative telecommunication service
3 providers lease cable through DCAD's primary vendor, Wiltel.

4 Q Do these providers make payment for the use of the
5 DCAD equipment?

6 A Yes, they do.

7 Q You already indicated that DCAD provides Southern
8 Bell direct access to end-user customers who desire local
9 service. Describe the support facilities provided by DCAD
10 and is the provision of such facilities consistent with the
11 PSC's rule 25-24.575(1)?

12 A Consistent with PSC Rule 25-24.575(1), support
13 facilities provided by DCAD include underground ductbanks,
14 conduits, cable trays, equipment room space, electrical
15 power, lighting, air conditioning, electrical grounding
16 systems and other miscellaneous construction as required,
17 such as plywood backboards, security fencing and so forth.
18 Further DCAD provides the appropriate support facilities to
19 allow Southern Bell to gain access up to the demarcation
20 point of the end-user premises and those facilities are
21 provided consistent with FPSC Rule 25-24-575.

22 Q Does DCAD provide alternative providers of
23 telecommunications services with support facilities?

24 A Yes. Support structures are constructed to extend
25 the airport Local Area Network which provides access to

BST 16292

1 alternative telecommunications vendors.

2 Q Describe the compensation arrangement between DCAD
3 and the alternative providers and does the compensation
4 arrangement include payments for support facilities?

5 A DCAD's vendors lease access and DCAD is
6 compensated based on the vendor's revenue gained from these
7 leases. Construction of additional support structures is
8 either borne by the customer requesting the service or
9 subcontracted through DCAD's STS vendor, WilTel, and the
10 cost recovered is part of the lease arrangement.

11 Q Does DCAD believe it is reasonable and appropriate
12 to require Southern Bell to pay the cost for separate
13 duplicate support facilities when Southern Bell utilizes
14 such facilities to provide alternative telecommunications
15 services?

16 A Yes. DCAD has an investment in the construction
17 and maintenance of these support facilities and the costs
18 need to be recovered. Southern Bell should not be provided
19 special privileges in this regard, especially if so-called
20 alternative telecommunications or essentially competitive
21 services are being delivered using these facilities.

22 Q Can the airport reasonably determine when Southern
23 Bell is utilizing support facilities to provide alternative
24 telecommunication services?

25 A No. Southern Bell's activities are classified as

1 privileged information and not made available to DCAD.

2 Q Does DCAD believe it is reasonable for Southern
3 Bell to inform DCAD of support facilities and cable utilized
4 to provide alternative telecommunication services?

5 A Yes. DCAD has an obligation to provide equal
6 opportunity to the service providers to access the airport
7 user base. Southern Bell should be subject to the same
8 requirements as those placed on other alternative
9 telecommunications providers.

10 Q Does DCAD believe the Commission's proposed agency
11 action order effectively avoids the unnecessary duplication
12 of telecommunication services and facilities at the airport?

13 A No. The order states, "We find Southern Bell
14 should be informed and allowed by DCAD to participate in the
15 airport planning and construction process to ensure Southern
16 Bell has a reasonable opportunity to forecast the need for
17 facilities and to install them in an orderly fashion that is
18 not disruptive to ongoing construction."

19 In my opinion, this implies that Southern Bell
20 should install parallel cables to all airport facilities
21 whether or not there is a need for Southern Bell service.
22 If the order's reference to participation in the
23 construction process means participating in the funding of
24 the construction, then perhaps it would temper Southern
25 Bell's eagerness to install massive amounts of cabling to

BST 16294

1 all venues of the airports. Otherwise, the order does
2 nothing to change Southern Bell's current operating policy
3 of unnecessarily duplicating facilities at Miami
4 International Airport.

5 Q Does DCAD believe that the Commission's proposed
6 agency action order imposes unnecessary and unwarranted
7 increased cost on Southern Bell and its general body of rate
8 payers?

9 A Yes. There is no question Southern Bell could
10 avoid additional costs by efficiently utilizing airport-
11 provided facilities. The cost of leasing facilities,
12 especially in the ever changing requirements of Miami
13 International Airport, is minuscule in comparison to
14 purchasing, installing, maintaining and documenting cable
15 plant, which is in some cases only partially utilized, and
16 for short periods of time.

17 Q Does DCAD believe the Commission's proposed agency
18 action order is consistent with section 364.01(3)(c) of the
19 Florida statutes by encouraging cost-effective technological
20 innovation and competition at Dade County's airport?

21 A No. This order does nothing to require Southern
22 Bell to do anything on an equitable and competitive basis,
23 notwithstanding a clarification of the participation in the
24 construction issue mentioned previously.

25 Q Does DCAD believe the Commission's order is

1 consistent with section 364.01(3)(d) by ensuring that all
2 providers of telecommunication services at Dade County's
3 airport are treated fairly by preventing anti-competitive
4 behavior and eliminating unnecessary regulatory restraints?

5 A No. This proposed agency action order does not
6 adequately address the needs and concerns of DCAD or
7 alternative telecommunications providers. It does not
8 encourage competitive behavior and makes little, if any
9 progress toward eliminating regulatory constraints.

10 Q Does DCAD believe the Commission's order is
11 consistent with section 364.01(3)(e) by effectively
12 recognizing the continuing emergence of a competitive
13 telecommunications environment through the flexible
14 regulatory treatment of competitive telecommunications
15 services?

16 A No. On the contrary. The order seems to
17 discourage competition even for alternative
18 telecommunications services by requiring DCAD to support
19 Southern Bell's operations at MIA.

20 Q Does DCAD believe the Commission's order is
21 consistent with PSC's rule 25-24.580 which exempts airports
22 from other STS rules due to the necessity to ensure the safe
23 and efficient transportation of passengers and freight
24 through airport facilities?

25 A No. This order is detrimental to efficient

BST 16296

1 operations of the MIA telecommunication system. DCAD must
2 fund the development, design, construction and eventual
3 maintenance of parallel cable plant on the airport.

4 Q In your opinion, should PSC Rules 25-24.580 and
5 25-4.0345 be revised or can the FPSC issue an order without
6 revising the rules to allow a more flexible regulatory
7 treatment of airport telecommunication services?

8 A I am not in a position to determine if the
9 Commission needs to revise its rule or merely issue an
10 order, but it is my opinion that neither the proposed agency
11 action order nor the existing rule addresses the issue of
12 cost to provide special support structures for Southern
13 Bell's use. While it is being suggested that DCAD make
14 special efforts to accommodate Southern Bell in the airport
15 planning program, there are no provisions requiring Southern
16 Bell to provide information to DCAD about the existing
17 and/or planned installations at the airport. For instance,
18 the Commission should question the reasonableness of what
19 Southern Bell does at the expense of DCAD in preparation for
20 possible entry into competitive multi-media services. The
21 Commission should question the Southern Bell order for DCAD
22 to approve the recent construction of support facilities and
23 the installation of three hundred pair of cable to an
24 installation with a requirement for no more than ten single
25 line phones.

BST 16297

1 Q Was that cost matter an actual situation that
2 recently occurred?

3 A Yes. That refers to the American Eagle E Remote
4 facility discussed earlier.

5 Q Whether by order or revisions to its rules, what
6 are the issues related to PSC Rules 25-24.580 and 24-4.0345
7 DCAD believes must be addressed in order to provide a more
8 flexible treatment of airport telecommunication services?

9 A The following issues need to be addressed: One,
10 the definition of demarcation point as it relates to
11 airports needs to be clarified. A typical customer premises
12 at Miami International Airport consists of airline back
13 office space in one location, ticket counter space in
14 another location, baggage processing space in another,
15 aircraft loading space in another, cargo processing space in
16 another, maintenance space in still another location. The
17 location of the demarcation point and who should be involved
18 in determining that location must be addressed. When these
19 spaces are rearranged and must accommodate three smaller
20 carriers instead of one, the demarcation point and who is
21 responsible for the work to establish these new points are
22 the kinds of practical issues which must be addressed.

23 Two, the cost to build separate support structures
24 for the exclusive use of Southern Bell needs to be
25 addressed. Requiring DCAD to provide this type of financial

BST 16298

1 support to Southern Bell with no provisions for recovering
2 the cost is inefficient, anti-competitive and not a good
3 business practice.

4 Three, at the very best the rules should be
5 modified to establish some type of monitoring and control
6 measures to quantify, justify and regulate, on a continuing
7 basis, the requirements for Local Exchange Companies service
8 at the Miami International Airport. If it is deemed that
9 DCAD is to continue to subsidize Southern Bell operations at
10 the airport, then surely DCAD is entitled to some level of
11 limitation on this subsidy.

12 Q Does this conclude your testimony?

13 A Yes.

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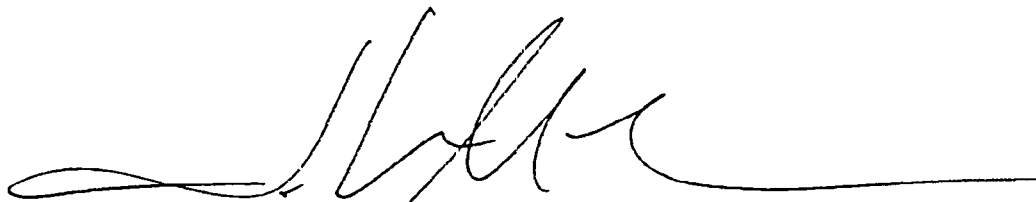
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25

BST 16299

CERTIFICATE OF SERVICE

I **HEREBY** certify that a true and correct copy of the foregoing has been furnished by U.S. Mail to Phillip Carver, General Attorney, BellSouth Telecommunications, Inc., 150 West Flagler Street, Suite 1910, Miami, Florida 33130, Tracy Hatch, Division of Legal Services, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0850, Patrick K. Wiggins and Marsha E. Rule, Wiggins & Villacorta, P.A., Post Office Drawer 1657, Tallahassee, Florida 32302, this 20th day of December, 1994.

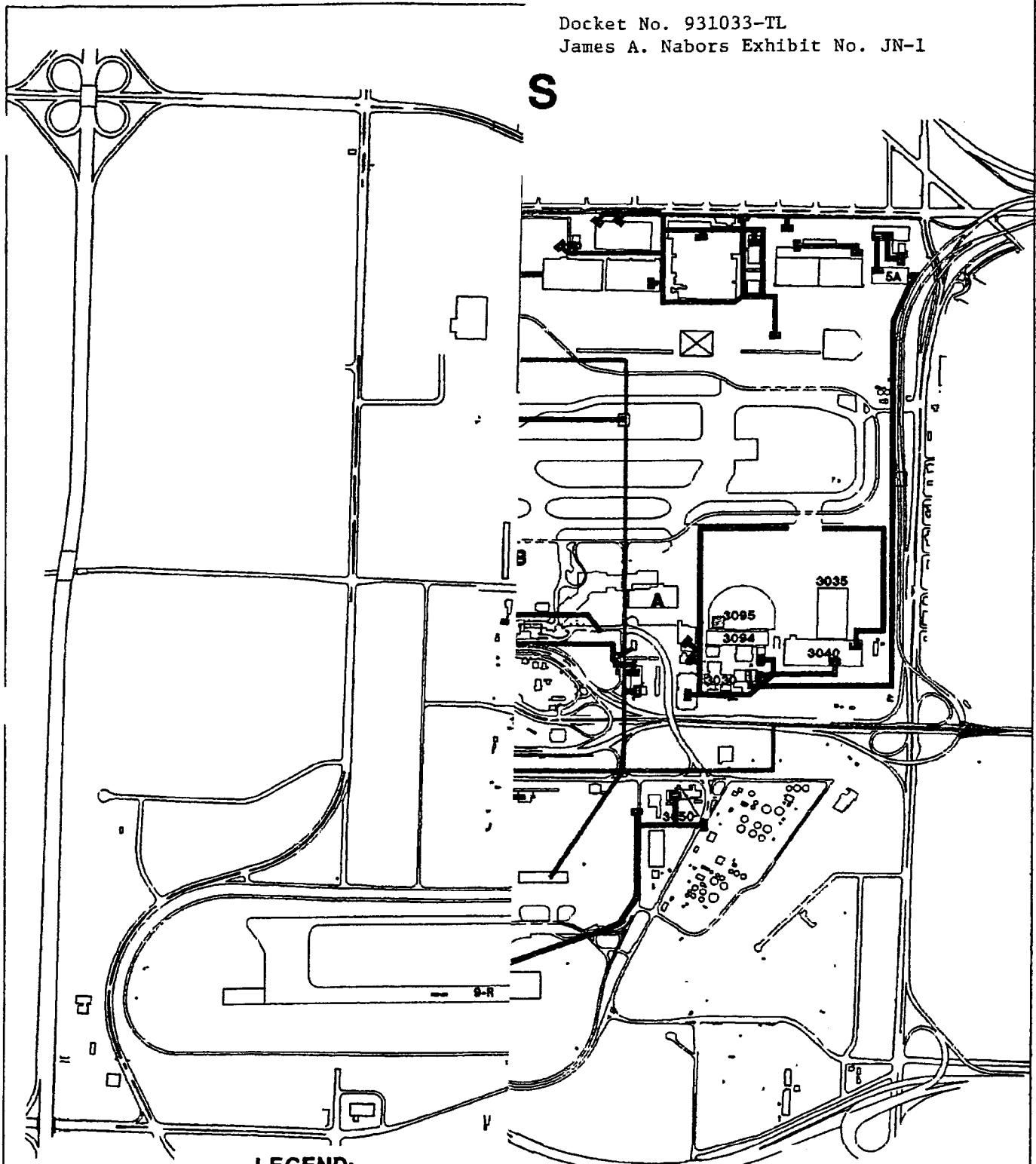
A handwritten signature in black ink, appearing to read "John R. Marks, III", written over a horizontal line.

John R. Marks, III

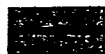
BST 16300

Docket No. 931033-TL
James A. Nabors Exhibit No. JN-1

S



LEGEND:



SOUTHERN B



COMM. DUCT

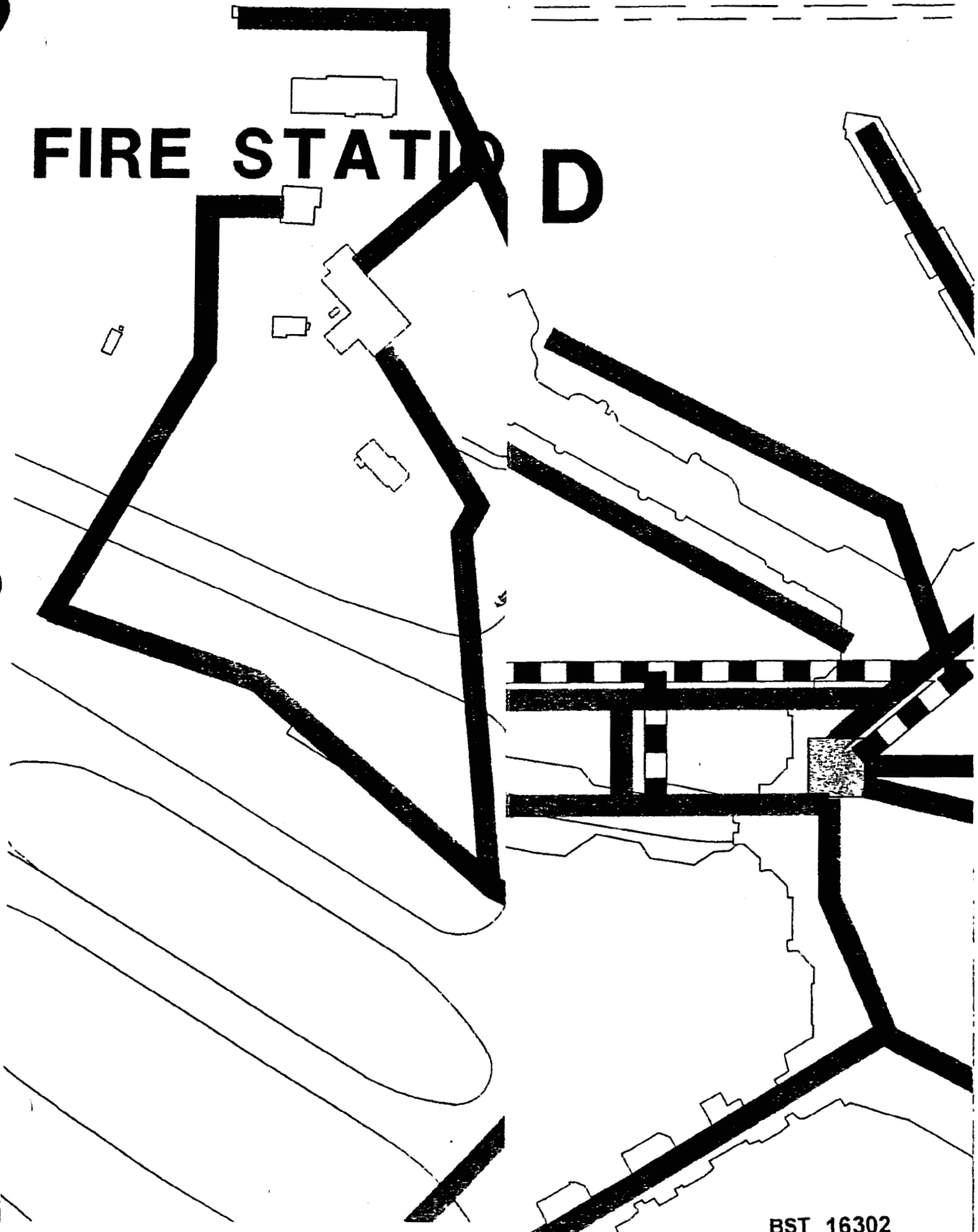


PROPOSED D

INFO. SYSTEMS DIVISION
MIAMI INTERNATIONAL AIRPORT
DADE COUNTY AVIATION DEPARTMENT
FILE NO. 930600096 DATE 12/18/94

BST 16301

FIRE STATION D



BST 16302

November 16, 1994



Southern Bell

TO: Southern Bell Telephone & Telegraph Company
Building Industry Consulting Services (BICS)
7757 West Flagler Street, Room 225
Miami, Florida 33144

Attn: Rey Llano
Telephone (305) 263-7770
Fax: 262-4978

Service Description: Second Revision of Agreement (due to additional de-watering costs) to rearrange underground facilities due to construction of Concourse A apron at Miami International Airport.

FOR: Dade County Aviation Department
P. O. Box 592075
Miami, FL 33159
Attn: James Nabors

TELEPHONE NUMBER: 876-7523 876-0134 (FAX)

This letter is Southern Bell's authorization to proceed with the engineering and construction of facilities necessary to provide the service referred to above.

This letter also acknowledges the following:

1. Engineering and construction will start upon receipt of this authorization letter by Southern Bell.
2. The following customer provided support facilities will be available for Southern Bell's use as negotiated by the BICS.

The construction trailer on Avenue E must be removed.
3. Service will be scheduled for completion within 60 days after receipt of this signed authorization by Southern Bell.
4. Cancellation of this letter of authority may result in incurred cost being billed to the undersigned.
5. The special construction charge to be billed is estimated to be \$ 1,506,108.00.
6. If, in the future, it is necessary for said facilities to be relocated, the subscriber does hereby agree to fully reimburse Southern Bell for any and all expense incurred by virtue of such relocation.
7. If tie cable facilities are involved, future orders for circuits should be referenced to this authorization letter.

Signed	<u>James A. Nabors</u>	Service Order No.	N/A
Title	<u>Chief, Telecomm</u>	Job Auth. No.	PMG4994
Company	<u>Dade County Aviation</u>	Case No.	87-93-0702
Date	<u>11-22-94</u>	O.S.P. Engineer	G. Hill

*This estimated cost is only valid for a period of ninety (90) days from the date of this document.

SCC87-93.702

BST 16303

RECEIVED
COUNTY ATTORNEY
AVIATION DEPARTMENT

94 NOV 28 AM 11:15



Southern Bell

7757 West Flagler Street
Room 225
Miami, Florida 33144
(305) 263-7770

November 16, 1994

Dade County Aviation Department
P. O. Box 592075
Miami, Florida 33159
Attn: James Nabors

SUBJECT: Second Revision of Agreement (due to additional de-watering costs) to rearrange underground facilities due to construction of Concourse A apron at Miami International Airport
CASE NUMBER: 87-93-0702 - Revision II
JOB NUMBER: PMG4994

Dear Sir:

Attached is a revised agreement to be approved by you (or your client) in order for Southern Bell to proceed with the work at the above location.

Please note that the Special Construction charge is now estimated to be \$1,506,108.00 before proceeding with the required work. Service will be scheduled for completion 60 days after receipt of the stated funds. Standard installation charges are also applicable; the Business Office will furnish you the exact amount upon request.

Please forward the indicated Special Construction costs and the signed agreement letter to my office at your earliest convenience. If you require additional information, please do not hesitate to contact me at 263-7735.

Yours truly,

Rey Llano, RCDD
Building Industry Consultant

RLL/de
Attachment

cc: George Hill, Southern Bell

SCL87-93.702



EXPIRES 12/31/96
Reg. No. 96553

BST 16304

FILE COPY

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Dispute between Dade County)
Aviation Department and BellSouth)
Telecommunications, Inc., d/b/a)
Southern Bell Telephone and)
Telegraph Company related to)
telephone serving arrangements at)
airports in Dade County.)

DOCKET NO. 931033-TL

FILED: 12/20/94

DIRECT TESTIMONY OF

BYRON MOORE

ON BEHALF OF

WILTEL COMMUNICATIONS SYSTEMS, INC.

BST 16232

Final Exhibit
No. 148

PSC 2513

1 Q State your name and address.

2 A I am Byron Moore. My address is 5100 NW 33rd Avenue, Suite
3 144, Fort Lauderdale, Florida 33309.

4 Q On whose behalf are you testifying?

5 A WilTel Communications Systems, Inc. ("WilTel"), a shared
6 tenant service provider operating lawfully within the state
7 of Florida.

8 Q What is your position with Wiltel?

9 A I am a Regional Account Manager, responsible for selected
10 major accounts in Florida.

11 Q What is your background in telecommunications?

12 A I have a Bachelors of Business Administration from the
13 University of Houston. In 1969, I began work in
14 telecommunications in Houston, Texas for Southwestern Bell.
15 While I was with Southwestern Bell, I attended numerous
16 schools in telecommunications and data communications.
17 During the majority of my time with Southwestern Bell, I
18 worked with major accounts including Shell Oil, hospitals in
19 the Texas Medical Center, and Dow Chemical.
20 In 1977, I joined Fisk Telephone (Fisk) in Houston, Texas.
21 Centel acquired Fisk and Centel's premise equipment
22 subsidiary was subsequently acquired by WilTel. During the
23 last seventeen years I have primarily worked in Major
24 Accounts and I have attended schools and seminars on North
25 Telecom Systems, data communications, asynchronous transfer
26 mode, video conferencing, cabling, etc. Additionally, I

BST 16233

1 have taught training sessions on Northern Telecom Systems,
2 PBX traffic engineering, Local Area Networks, data
3 communications, etc.

4 Since 1982, I have worked on the overall design and
5 engineering of Miami International Airport's communications
6 including voice, data, video, and cabling systems. These
7 systems include both the basic and advanced communications
8 services required to meet the needs of the Airport tenants.

9 Q What is the relationship between WilTel Communications
10 Systems, Inc. and WilTel Network Services?

11 A WilTel Communications Systems, Inc. and WilTel Network
12 Services are affiliates and both are subsidiaries of the
13 Williams Companies, Inc. The williams Companies, Inc. has
14 entered into an agreement to sell WilTel Network Services to
15 LDDS. The agreement with LDDS does not include the sale of
16 WilTel Communications Systems, Inc.

17 Q What is WilTel's interest in this proceeding?

18 A WilTel provides shared tenant service to Dade County
19 Aviation Department ("DCAD") at the Dade County Airports
20 including Miami International Airport ("Airport"). WilTel
21 owns and operates at the Airport a shared tenant system
22 commonly referred to as the Airtele System. WilTel provides
23 service from this system to the Dade County Aviation
24 Department and other Airport tenants.

25 Q What is the purpose of your testimony?

1 A First and foremost, the purpose of my testimony is to give
2 the Commission the benefit of WilTel's experience in
3 providing STS service to the Airport as the Commission
4 addresses the dispute over demarcation points. In addition,
5 WilTel would like the Commission to grant it relief from
6 certain unlawful conduct of Southern Bell in its marketing
7 and delivery of services to the Airport.

8 Q. Before addressing the issues as set forth in the Order No.
9 PSC-94-1469-PCO-TL, do you have any specific recommendation
10 with respect to establishing the point of demarcation at the
11 Airport?

12 A Yes. I urge the Commission to adopt for the Airport the
13 FCC's definition of demarcation point found in its Report
14 and Order CC Docket No. 88-57 released June 14, 1990, for
15 multi-customer buildings. By adopting this approach, the
16 Commission will promote the public interest by simplifying
17 and reducing the cost of providing Southern Bell access to
18 Airport tenants (and vice versa), as well as go a long way
19 toward eliminating Southern Bell's anti-competitive and
20 unlawful behavior in both marketing its services to the
21 Airport and in delivering service to the tenants of the
22 Airport.

23 Q What unlawful conduct are you referring to?

24 A Southern Bell has engaged in several forms of unlawful
25 conduct in competing with WilTel and in providing service to

1 Airport tenants. For example, through Tito Gomez, Southern
2 Bell's Director, Corporate & External Affairs and others, it
3 has attempted to persuade DCAD to unlawfully breach its
4 contract with WilTel so that Southern Bell could eliminate
5 the STS at the Airport. I am advised that this amounts to
6 tortious interference with a business relationship. Also,
7 Southern Bell has violated this Commission's rules with
8 respect to adhering to the point of demarcation in
9 delivering service to customers. Southern Bell has
10 committed theft of WilTel services by using Airtele Systems'
11 inside wiring, without notice, contract or payment to
12 WilTel. And as an another example of Southern Bell's
13 disregard for the law, it has violated environmental
14 restrictions in its disposal of groundwater from a utility
15 hole, thereby avoiding the cost of compliance with such
16 regulations.

17 Q Please address the issues identified for this hearing.
18 Beginning with Issue 1, should Southern Bell be allowed to
19 participate in the Airport planning and construction process
20 in order to have an opportunity to forecast the need for
21 facilities and to install facilities in a manner that
22 minimizes disruption to ongoing construction? If so, under
23 what terms and conditions.

24 A Of course, the regulated monopoly provider of local
25 telecommunication service should be allowed to participate

1 in planning of construction. I do not think this is in
2 dispute. Indeed, it is my understanding that DCAD has
3 invited Southern Bell to provide input during the planning
4 phase of construction. What concerns me, however, is that
5 Southern Bell is attempting to monopolize wiring facilities
6 at the Airport, in an effort to gain an unfair competitive
7 advantage over WilTel and other competitors at the Airport.
8 DCAD is sophisticated and I have no concerns about it being
9 able to assure all competitors a fair RFP process when
10 WilTel's contract expires. However, I worry that this
11 Commission might order some right to participation by the
12 LEC, which the LEC could and would use to eliminate or
13 minimize competition at the Airport. The adoption of the
14 FCC definition of demarcation would eliminate this concern
15 and eliminate the need for the LEC to participate in DCAD's
16 construction planning. If the Commission feels compelled to
17 enter an order on LEC participation in DCAD planning, it
18 needs to be careful in its wording.

19 Q. As to Issue 2, what constitutes "direct access" for Southern
20 Bell to Southern Bell's customers at Dade County airports,
21 as required by Section 364.339(4), Florida Statutes?

22 A. First of all I am not an attorney, and I am advised by
23 counsel that this issue calls for a legal opinion. However,
24 I can provide a practical and technical description as to
25 how Southern Bell has achieved "direct access" in Florida

1 generally and at the Airport specifically.
2 Generally in Florida at the Major accounts with which I
3 work, Southern Bell has used various methods to achieve
4 direct access. Southern Bell has brought network cables to
5 the building demark and WilTel or the buildings' owners have
6 extended Southern Bell's network cables to the tenant's
7 leased space. In other locations Southern Bell demarks its
8 network cables in the tenant's leased space. In all cases,
9 Southern Bell has obtained the necessary access to provide
10 service to the various building tenants. Southern Bell's
11 use of the building's owners' inside wiring for network
12 cabling is a common practice at the major accounts which I
13 work.

14 At the Airport Southern Bell uses various methods to provide
15 direct access to the tenants. Southern Bell demarks network
16 cables in the tenant's leased space, Southern Bell demarks
17 network cables in DCAD's common wiring closets, Southern
18 Bell demarks network cables after using pairs in Airtele
19 inside wiring cables that are leased from WilTel by DCAD,
20 Southern Bell demarks network cables at the RJII into which
21 a tenant terminates a phone, and Southern Bell illegally
22 uses Airtele's inside wiring cable for network cables.

23 Q. Is there any practical problem with viewing direct access as
24 access at the Airport only at the customer's demarcation
25 point?

1 A Yes. The problem is that Southern Bell cannot easily reach
2 the customer's premise without there being a duplicate
3 system of inside wiring for both the Airport's shared tenant
4 service system and Southern Bell's system. For example, on
5 information and belief, Southern Bell has attempted to
6 impose onerous requirements on the Airport in terms of
7 providing conduit for Southern Bell to reach the customers
8 it is obligated to serve under law. Southern Bell has
9 refused in most but not all cases to share conduits or
10 inside wiring cables with WilTel or others at the Airport.
11 This has required DCAD to construct duplicate conduit
12 facilities when conduit space or existing WilTel inside
13 wiring cables were available through DCAD at no charge to
14 Southern Bell. In at least one case, Southern Bell has
15 attempted to force DCAD to provide duplicate conduit
16 facilities to a tenant's premise to support Southern Bell's
17 diverse routing to the tenant. Additionally, Southern Bell
18 is using DCAD's inside wiring closets to install both its
19 network cables and its network electronics. These practices
20 force DCAD to subsidize Southern Bell's competitive activities
21 at the Airport, particularly Southern Bell's marketing of
22 ESSEX service, which is now a non-tariff offering by
23 Southern Bell. What's needed is a simpler system that does
24 not require the Airport to fund two separate inside wiring
25 systems.

1 Q Please explain.

2 A The Airport under current Commission rules must maintain
3 duplicate inside wiring support facilities including
4 manholes. Southern Bell and WilTel share manholes and
5 wiring closets but normally Southern Bell refuses to share
6 conduit or inside wiring cables with WilTel. However, the
7 fact that Southern Bell's service from a network demark is
8 often extended over WilTel's inside wiring to the RJII at
9 the telephone instrument is not in dispute here. As a
10 practical matter, this hearing is only about where Southern
11 Bell demarks before the inside wiring is extended by WilTel
12 or other vendors to the tenant's RJII or RJ45. Southern
13 Bell under current tariffs terminates its network cable(s)
14 at the RJ21X and the tenant is then responsible for
15 extending the inside wiring to the RJII or RJ45. One set of
16 facilities is for Southern Bell's inside wiring and the
17 other set of facilities is for the technologically advanced
18 inside wiring the Airport needs to meet its requirements.
19 Thus, there are duplicate inside wiring facilities
20 throughout the Airport. Again, adopting the FCC inside
21 wiring standard would eliminate the requirement for the
22 Airport to maintain duplicate inside wiring facilities,
23 eliminate the Airport's cost related to providing these
24 duplicate facilities, and result in a clear demarcation
25 between Southern Bell and the Airport's inside wiring

1 vendor(s).

2 Q As to Issue 3, should DCAD be granted waiver of Rule 25-
3 4.0345(1)(b), Florida Administrative Code, to allow it to
4 establish demarcation points at and about each of its
5 airports?

6 A Yes. As already explained, DCAD should be allowed to set
7 demarcation points consistent with the FCC standard.

8 Q. As to Issue 4, should Southern Bell utilize DCAD cable to
9 serve its customers when Southern Bell cable is not
10 available? If so, under what terms and conditions.

11 A. WilTel owns and operates the Airtele inside wiring cable
12 system at the Airport. It is my understanding that DCAD has
13 offered to lease inside wiring from WilTel and provide the
14 inside wiring to Southern Bell. Southern Bell is presently
15 using a limited amount of WilTel's inside wiring under this
16 type of arrangement for network cabling. Please refer to
17 DCAD for the terms under which DCAD will provide Southern
18 Bell with Airtele inside wiring. The worst arrangement
19 possible is the one that presently exists at the Airport.
20 Under the present arrangement Southern Bell routinely
21 violates the rules of this Commission by using demarks of
22 convenience, illegally using Airtele inside wiring cables
23 for network cables, and pressuring DCAD to provide any and
24 all facilities Southern Bell wants without any determination
25 of need being provided to DCAD. Southern Bell's inside

1 wiring cable plans create substantial expense for DCAD.
2 First, DCAD must construct conduit facilities to support any
3 and all network cables Southern Bell wants. Secondly, DCAD
4 has the additional expense of having to pay Southern Bell to
5 relocate network cables. The Airport pays Southern Bell
6 network cable relocation fees at rates determined by
7 Southern Bell when the Airport's construction requires
8 Southern Bell to relocate network cables. Adopting the
9 FCC's demarcation point would reform the present system,
10 provide a certainty to the maintenance function, and
11 eliminate the need for Southern Bell to use Airtele or any
12 other vendor's inside wiring for network cabling.

13 Q. Aside from your objection to the unauthorized use of your
14 cable as a matter of principle, does Southern Bell's
15 approach create any problems?

16 A. Yes. Aside from the problem of violating the law and its
17 own tariffs and stealing from a competitor, Southern Bell's
18 conduct creates practical problems as well. In these cases
19 Southern Bell is providing service on both sides of WilTel's
20 distribution cable. For example, WilTel has received calls
21 for repair of Southern Bell's phones from American Airlines
22 because of cable problems on circuits connected to WilTel's
23 cable. WilTel's ability to respond to this type of repair
24 is limited and receives a low priority because WilTel's
25 primary responsibility is to the Airport tenants that are

1 legally connected to WilTel's cable plant. The maintenance
2 problems associates with the Southern Bell circuits
3 illegally connected to WilTel's cables are compounded by the
4 fact that these circuits are not included in WilTel's cable
5 records. WilTel is continually expanding, modifying, and
6 rearranging its cable plant at the Airport and circuits that
7 are not included in WilTel's records are subject to
8 interruption from this cable work. To reiterate, changing
9 to the FCC demarcation point would insure the documentation
10 of all cables that are extended from Southern Bell's demark
11 and lend a great deal of certainty to the cable maintenance
12 function at the Airport.

13 Q Are there any other problems with the Commission's current
14 inside wiring rules as applied to the Airport or similar
15 facilities?

16 A Yes. The present Commission inside wiring rules minimize
17 competition for inside wiring and provide Southern Bell with
18 a competitive advantage when competing in a campus or
19 Airport type environment against a PBX vendor. The fact
20 that a landlord such as the Airport must maintain duplicate
21 facilities for Southern Bell and for a separate inside
22 wiring vendor(s) means that the landlord will only bear the
23 cost of duplicate facilities if Southern Bell by tariff
24 cannot meet the landlord's requirements. So far this has
25 been the case. The Airport requires a sophisticated and

1 complex wiring system for the Airport's voice, data, and
2 video needs and this compels the Airport to construct
3 duplicate facilities for inside wiring because Southern Bell
4 by tariff cannot provide this type of inside wiring system.
5 Many individual Airport tenants however use Southern Bell's
6 service because Southern Bell lowers the tenant's cost by
7 demarking the tenant's service at the individual RJ11 jack
8 associated with the tenant's telephones. Bringing the ESSEX
9 demark to the RJ11 jack eliminates any opportunity for
10 inside wiring competition and it enhances Southern Bell's
11 competitive position versus PBX vendors that would have to
12 bear the cost of cabling from a centralized customer demark
13 to the telephone instrument. Adopting the FCC demark
14 standard for inside wiring would increase competition for
15 inside wiring services and it would increase competition
16 between Southern Bell's ESSEX service and a vendor's PBX
17 service.

18 Q Are there any other problems that have arisen with Southern
19 Bell maintaining an inside wiring system at the Airport?

20 A Yes. Southern Bell's maintaining an inside wiring system at
21 the Airport increases cost to the consumer because the
22 customers at the Airport do not bear the full cost of the
23 inside wiring they require from Southern Bell. The Airport
24 is an expensive environment in which to operate because of
25 the many restrictions and environmental requirements that

1 are unique to the Airport.

2 Q What unique environmental problems?

3 A The primary environmental problem is that the ground at the
4 Airport is polluted. The Airport and the Environmental
5 Protection Agency ("EPA"), in an attempt to decontaminate
6 the ground, have established strict environmental
7 requirements for all work at the Airport that disturbs the
8 dirt at the Airport. The environmental requirements at the
9 Airport include the removal and disposal of the ground water
10 from manholes. Southern Bell or any other entity requiring
11 access to a manhole filled with water must collect the water
12 and dispose of it as environmentally hazardous waste.
13 Recently, WilTel collected 14,000 gallons of water from a
14 manhole at the Airport and the cost to have a tanker truck
15 collect the water and dispose of the water in accordance
16 with the Airport's requirements was \$0.45 per gallon.
17 Southern Bell has a substantial inside wiring plant at the
18 Airport that uses the same Airport duct banks as WilTel.
19 The extraordinary cost for removing water from manholes in
20 rainy South Florida is not fully recovered under tariff
21 rates by Southern Bell from Southern Bell's Airport
22 customers. Of course, the way to avoid this cost is to
23 violate the Airport and EPA requirements and dump the
24 polluted rain water on the ground. In the past, Southern
25 Bell has adopted just such a course of action. A WilTel

1 technician observed a Southern Bell cable crew pumping out a
2 manhole and violating the Airport's environmental
3 regulations by dumping the water form the manhole onto the
4 ground. Again, adopting the FCC regulation would insure
5 that each telephone customer at the Airport bears the inside
6 wiring cost associated with their system and that Southern
7 Bell's Florida telephone subscribers do not pay the excess
8 cost associated with installing and maintaining inside
9 wiring at the Airport.

10 Q Please explain how Southern Bell has committed theft of
11 WilTel's services.

12 A Southern Bell is committing theft of WilTel's Airtele wiring
13 in a number of ways. First, Southern Bell uses Airtele
14 inside wiring for network cabling to extend Southern Bell's
15 circuits from one wiring closet to another at the Airport.
16 Secondly, Southern Bell uses Airtele inside wiring as
17 network cabling to extend Southern Bell's circuits from a
18 wiring closet to a tenant's telephone. Thirdly, Southern
19 Bell uses Airtele inside wiring as network cabling to extend
20 Southern Bell's circuits from one building to another at the
21 Airport. Southern Bell illegally uses these Airtele cables
22 as network cables in violation of the Commission's rules and
23 without notice or compensation to WilTel.

24 Q As to Issue 5, Should DCAD provide full access to Southern
25 Bell for Southern Bell's own network cable and for DCAD

1 cable that is utilized to complete Southern Bell's network
2 connections for Southern Bell's customers? If so, under
3 what terms and conditions.

4 A Southern Bell presently has full but not exclusive access to
5 WilTel's Airtele cables that Southern Bell uses for network
6 cables. Southern Bell has access to these cables either
7 through arrangements with DCAD or through theft of Airtele
8 services. Southern Bell has a history at the Airport of
9 attempting to monopolize services at the Airport through use
10 of its cable plant. Southern Bell should not have access to
11 its customers with network cables to every tenant location
12 on the Airport. Southern Bell should demark its network
13 cables at the Airport in accordance with the FCC's
14 demarcation point.

15 Q As to Issue 6, should the terms and conditions for the
16 provision of telecommunications services at the airport by
17 Southern Bell be different where there are alternative
18 providers of such services at the airport? If so, what
19 should be the terms and conditions.

20 A Yes. As already suggested, Southern Bell should demark its
21 network cables in compliance with the FCC's definition of
22 demarcation point. BellSouth's unregulated subsidiary,
23 WilTel, and other inside wiring vendors could and would
24 compete for the inside wiring at the Airport. Southern
25 Bell's monopoly position makes Southern Bell inherently

1 different from the private providers of inside wiring at the
2 Airport. Rules that force Florida ratepayers and DCAD to
3 subsidize Southern Bell's network cables at the Airport are
4 not in the public's interest. These practices force DCAD to
5 subsidize Bell's competitive activities at the Airport,
6 particularly Bell's marketing of ESSX service. In fact, the
7 Florida Public Service Commission has previously stated that
8 ESSX service is effectively competitive and the Commission
9 has ordered that the appropriate regulatory treatment for
10 ESSX is to detariff the service.

11 Q Does this conclude your testimony?

12 A Yes.

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CERTIFICATE OF SERVICE

Docket No. 931033-TL

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail this 20th day of December, 1994, to the following:

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EXECUTIVE DIRECTOR
J. ANDREW KELLER, III, C.P.A.

January 17, 1995

Mr. Phillip Carver, General Attorney
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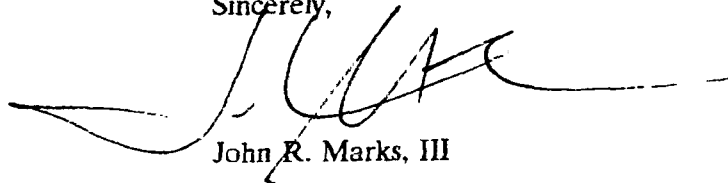
RE: Dispute Between Dade County Aviation Department and BellSouth
Telecommunications, Inc., d/b/a Southern Bell Telephone and Telegraph
Company Related to Telephone Serving Arrangements at Airports in Dade
County, Docket No. 931033-TL

Dear Mr. Carver:

Enclosed please find Dade County Aviation Department's Pre-hearing Statement
and Prefiled Rebuttal Testimony of James A. Nabors.

If additional information is needed, please do not hesitate to contact me.

Sincerely,



John R. Marks, III

JRM/lcg
Enclosure

cc: Thomas P. Abbott
Jim Nabors

BST 16413

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Final Exhibit
No. 149

PSC 2531

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Dispute between Dade)
County Aviation Department and) Docket No. 931033-TL
BellSouth Telecommunications,)
Inc., d/b/a Southern Bell)
Telephone and Telegraph Company)
related to Telephone Serving)
Arrangements at Airports in)
Dade County.)
_____)

DADE COUNTY AVIATION DEPARTMENT'S PRE-HEARING STATEMENT

Dade County Aviation Department ("DCAD") hereby files this prehearing statement for the hearing scheduled to begin on February 10, 1995 in this case.

A. WITNESSES

DCAD will present the testimony of James A. Nabors, Chief of the Telecommunications Division of the Dade County Aviation Department. Mr. Nabors will address all the issues identified in this case and will present both direct and rebuttal testimony.

B. EXHIBITS

At this time, DCAD will present three exhibits which will be sponsored by Mr. Nabors. The three exhibits are referenced in, and attached to, Mr. Nabor's prefiled direct testimony and have been identified as Exhibits Nos. JN-1, NJ-2 and JN-3.

Exhibit JN-1 is a schematic diagram of Miami International Airport showing the approximate location of the major telecommunications cable distribution system.

Exhibit NJ-2 is a letter, with attachment, from Southern Bell to DCAD setting

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forth the costs to rearrange facilities due to construction of concourse A at the airport.

Exhibit JN-3 is an enlargement of a section of Exhibit JN-1.

C. BASIC POSITION

Telecommunications Services should be provided in an environment which promotes the most cost efficient utilization of resources. This includes providing such services in a manner so as to avoid the unnecessary duplication of facilities including conduit, cable and related support facilities. DCAD believes that the provision of telecommunications services in a competitive environment promotes the efficient utilization of resources and is in the best interest of DCAD, its end users, tenants and vendors.

DCAD's basic position is that Southern Bell should use DCAD's cable to access Southern Bell's customers located in DCAD's facilities. This result eliminates the need for the duplication of facilities, promotes competition and serves the public interest by reducing the costs of providing telecommunications service at DCAD's facilities.

The Public Service Commission ("Commission") has the authority to grant the relief requested by DCAD. The Commission has recognized that airports are different from other telecommunications providers "due to the necessity to ensure the safe and efficient transportation of passengers and freight through the airport facility." Rule 25-24.580, F.A.C. Also, Rule 25-24.575, F.A.C., even though not applicable to airports, recognizes that, in some instances, the local exchange company should use a third party's

cable to gain access to a customer. Finally, Rule 25-4.0345, F.A.C., states that the Commission, for good cause shown, can order the location of a demarcation point to be a different place than those set forth in the rule. DCAD believes that the requisite good cause exists in this case.

D. ISSUES

ISSUE ONE: Whether Southern Bell should be allowed to participate in the Airport planning and construction process in order to have an opportunity to forecast the need for facilities and to install facilities in a manner that minimizes disruption to ongoing construction? If so, under what terms and conditions.

DCAD'S POSITION: No, Southern Bell should not be allowed to participate in Airport planning and construction. If the Commission agrees with DCAD, there is no need for Southern Bell to participate in planning and construction. The main reason for Southern Bell to participate in planning and construction would be for the purpose of planning and building duplicative facilities. DCAD believe Southern Bell should be involved in planning only to the extent necessary to anticipate the overall total need of the airport.

ISSUE TWO: What constitutes "direct access" for Southern Bell to Southern Bell's customers at Dade County airports, as required by Section 364.339(4), Florida Statutes?

DCAD'S POSITION: For those Southern Bell customers that are currently being

accessed through the use of Southern Bell's cable, that use constitutes direct access.

Also, Southern Bell can achieve "direct access" by the use of a third-party's cable, in this case DCAD's cable, to reach Southern Bell's customers.

ISSUE THREE: Whether, DCAD should be granted waiver of Rule 25-4.0345(1)(b), Florida Administrative Code, to allow it to establish demarcation points at and about each of its airports?

DCAD'S POSITION: Yes, good cause exists in this case to allow DCAD to establish demarcation points at locations different than those set forth in Rule 25-4.0345(1)(b), F.A.C. Allowing DCAD to establish demarcation points will avoid the unnecessary and costly duplication of facilities. Furthermore, this result will enhance the offering of competitive telecommunications services at DCAD facilities, consistent with the Florida Statutes and Commission Rules, and is in the best interest of DCAD, its end users, tenants and vendors.

ISSUE FOUR: Whether Southern Bell should utilize DCAD cable to serve its customers when Southern Bell cable is not available? If so, under what terms and conditions.

DCAD'S POSITION: Yes, Southern Bell should utilize DCAD cable to serve its customers at DCAD facilities in accordance with Rule 25-4.575(11), F.A.C. Southern Bell should pay DCAD reasonable compensation for the use of DCAD cable. The compensation should not exceed what it would cost Southern Bell to install its own cable.

ISSUE FIVE: Whether DCAD should provide full access to Southern Bell for Southern Bell's own network cable and for DCAD cable that is utilized to complete Southern Bell's network connections for Southern Bell's customers? If so, under what terms and conditions.

DCAD'S POSITION: DCAD has provided Southern Bell full access to Southern Bell's cable and agrees that Southern Bell should have full access to its own cable. For DCAD's cable used by Southern Bell, however, DCAD believes it is in the best position to maintain and repair its own cable. Also, if the Commission grants DCAD the right to determine the location of demarcation points, then DCAD will be responsible for the maintenance and repair of all its cable.

ISSUE SIX: Whether the terms and conditions for the provision of telecommunications services at the airport by Southern Bell should be different where there are alternative providers of such services at the airport? If so, what should be the terms and conditions.

DCAD'S POSITION: Yes, for services other than basic local service offered by Southern Bell, Southern Bell should be treated in the same manner as any other provider of services at the airport. Southern Bell should have to compensate DCAD in the same manner and amount as any other provider. For example, when Southern Bell uses its own cable to reach a customer it should pay DCAD for the cost of any duplicative facilities, such as conduit, that DCAD has to build to accommodate the Southern Bell

cable. Also, if the Southern Bell cable is used to provide a service other than basic local service, then Southern Bell should have to compensate DCAD for the use of DCAD facilities even if no duplicative facilities are needed. Finally, if Southern Bell uses DCAD's cable to provide service, it should compensate DCAD in the same amount as other providers.

RESPECTFULLY SUBMITTED this 17th day of January, 1995.

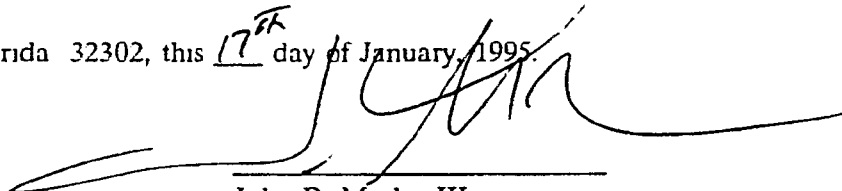


John R. Marks, III
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Attorneys for Metropolitan Dade County

CERTIFICATE OF SERVICE

I **HEREBY** certify that a true and correct copy of the foregoing has been furnished by hand delivery to Phillip Carver, General Attorney, BellSouth Telecommunications, Inc., c/o Marshall Criser, III, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301; Tracy Hatch, Division of Legal Services, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0850, Patrick K. Wiggins and Marsha E. Rule, Wiggins & Villacorta, P.A., Post Office Drawer 1657, Tallahassee, Florida 32302, this 17th day of January, 1995.



John R. Marks, III

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Dispute between Dade County Aviation Department and BellSouth Telecommunications, Inc., d/b/a Southern Bell Telephone and Telegraph Company related to Telephone Serving Arrangements at Airports in Dade County. Docket No. 931033-TL

PREFILED REBUTTAL TESTIMONY OF JAMES A. NABORS

DIRECT EXAMINATION

Q Would you please give us your full name, title and business address?

A James A. Nabors, Chief of the Telecommunications Division, Dade County Aviation Department (DCAD), Miami International Airport (MIA), Miami, Florida, 33159.

Q Are you the same James A. Nabors that testified previously in this case?

A Yes.

Q Could you briefly tell us the purpose of your rebuttal testimony?

A I will address some of the statements made by Mr. De La Vega in his direct testimony and try to clarify the relationship between WilTel and DCAD.

Q Mr. De La Vega states on page 5 at line 11 of his

1 direct testimony that, "Because DCAD resells "dial tone" to
2 end users at the airport, it is both a landlord to Southern
3 Bell's customers and a competitor of Southern Bell in the
4 provision of local service. Essentially, DCAD functions as
5 a provider of shared tenant service (STS)." Could you
6 please comment on this statement?

7 A DCAD owns several concessions at the Miami
8 Airport, and these concessions are operated under management
9 agreements. DCAD's telecommunications vendor (WilTel)
10 provides PBX service to these entities. For accounting
11 purposes, DCAD bills the management firms at cost.

12 Southern Bell is not considered a competitor of DCAD.
13 Southern Bell provides services at Miami International
14 Airport which have been determined to be "essentially
15 competitive" with PBX services provided by interconnect
16 vendors; however, competition is suppressed as long as Dade
17 County is required to subsidize Southern Bell's "essentially
18 competitive" operations. Southern Bell is viewed, not as a
19 competitor, but as a liability, in that it requires
20 substantial capital investment by DCAD to subsidize their
21 operations at MIA, with no means of recovery.

22 Q On page 7, line 11 of his direct testimony, Mr. De
23 La Vega states that "it is critically important to ensure
24 that DCAD is not allowed to use this power to deprive
25 tenants of the option of receiving telecommunications

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1 service from the local exchange company." Please respond to
2 this statement.

3 A By "this power," it appears Mr. De La Vega is
4 referring to his perception that DCAD has the power to
5 deprive an airport tenant the option of receiving service
6 from Southern Bell. Throughout the ten years that PBX
7 service has been available from WilTel at Miami
8 International Airport, to my knowledge, no one has
9 registered a complaint with this Commission, or with the
10 management of Dade County Government, or with the
11 administrators of DCAD's airports citing an inability to
12 receive service from the local exchange company.

13 Q Does DCAD intend to become the sole provider of
14 telecommunication service at the airport?

15 A No. DCAD's sole intent is to make sure that
16 DCAD's airports and its tenants have access to good quality
17 and efficient telephone service in a competitive
18 environment.

19 Q Beginning on page 8, line 24 of Mr. De La Vega's
20 testimony, he states that "Beyond this point, (referring to
21 a DCAD designated demarcation point) customers would be
22 solely dependent upon an unregulated, intermediate
23 provider/landlord to supply the remainder of their linkage
24 to the local network by way of unregulated cable and wire."
25 Does the DCAD provide "unregulated" inside wire for the

BST 16423

1 tenants of Miami International Airport? If so, who
2 maintains this wire?

3 A Yes, in many cases, especially those in which a
4 tenant relocation is at the request of DCAD.

5 As to the question of maintenance, it is handled in
6 different ways. An air carrier with a large presence at MIA
7 may choose to use their own staff to maintain the cable as
8 a first response, with assistance from DCAD and Southern
9 Bell, depending upon the type of problem. Other tenants,
10 with more limited resources, or simply by choice, depend
11 solely on DCAD for the maintenance of wiring connecting
12 their CPE with the "regulated" network.

13 The tenants of Miami International Airport receive
14 several types of services which are provided using cables
15 owned and maintained by DCAD and DCAD's vendors. These
16 services come from both regulated and unregulated providers.
17 They include Cable TV; flight information from airline
18 computers via private line; long distance telephone service
19 from IXC's; and private line services from AAV's.

20 Q On page 12, line 2, Mr. De La Vega states that,
21 "The current rules regarding providers of STS type service
22 function to prevent landlords from "leveraging" their power
23 over tenants to force them to purchase local telephone
24 service from them as resellers of that service." Do you
25 believe it to be necessary for the regulated telephone

1 company or the Commission to protect the tenants of Miami
2 International Airport from "leveraging" behavior by DCAD?

3 A No. As I mentioned earlier, DCAD has no intention
4 of becoming a monopoly provider of telecommunications
5 service. It is not in DCAD's interest to do so. Also,
6 there is a measure used in the airline industry known as EPC
7 (Enplaned Passenger Cost). This is an indicator of the cost
8 of doing business at any given airport. The EPC at Miami
9 International Airport is one of the lowest in the nation;
10 this is a reflection of the efficiency of the airport
11 operator. The cost of operating an airline at Miami
12 International Airport is adversely impacted because of the
13 rules requiring DCAD to subsidize Southern Bell's
14 operations. The rules should be changed to provide relief
15 to the tenants and/or the operator of Miami International
16 Airport. The airlines and other tenants of Miami
17 International Airport are sophisticated business people and
18 given a true competitive environment will choose what is
19 best for their particular situation.

20 Q On page 14, line 14 of his direct testimony, Mr.
21 De La Vega states that "If DCAD is allowed to deny Southern
22 Bell access to its own cable, to force Southern Bell to
23 utilize DCAD cable to reach its customers, or to force
24 Southern Bell to remotely demarcate its services, then this
25 will have an obvious impact on the quality of service that

BST 16425

1 Southern Bell will be able to provide to its customers at
2 the airport. If any of these three things occur, then,
3 practically speaking, airlines and other tenants at the
4 airport will be effectively deprived of the option of
5 obtaining quality, timely service from the LEC." These
6 statements summarize Mr. De La Vega's direct testimony.
7 Please give us your response to these statements.

8 A First, where Southern Bell cable exists on DCAD
9 property, Southern Bell has, and always has had "unfettered"
10 access to those cables.

11 Second, DCAD does not wish to force Southern Bell
12 to do anything. We wish to negotiate demarcation points for
13 telecommunications service on DCAD's airports that are
14 acceptable to both Southern Bell and DCAD in order to
15 provide quality services by the most economical means. Once
16 these demarcation points are established, cable maintenance
17 issues can be easily resolved.

18 Finally, I do not agree with Mr. De La Vega that
19 the quality of service Southern Bell will be able to provide
20 its customers will be negatively impacted as a result of any
21 of the three situations he mentions. DCAD began providing
22 telecommunications service at the airport in the mid-1980's.
23 As recognized by the Commission in its proposed Agency
24 Action Order, DCAD provides telecommunications service to
25 over 5,000 end user stations, has a multi-million dollar

BST 16426

1 optical fiber system at the airport and its annual
2 telecommunications budget exceeds \$3,000,000. DCAD's
3 facilities are of equal or better quality than Southern
4 Bell's and we provide excellent service to our tenants. If
5 anything, due to the nature of airport operations and the
6 need for fast and efficient service, we are better able than
7 Southern Bell to understand the needs of airport tenants
8 when it comes to maintaining and repairing the
9 telecommunications facilities at the airport.

10 Q Does this conclude your testimony?

11 A Yes.

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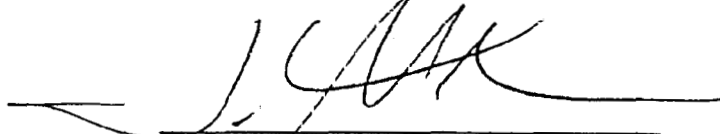
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BST 16427

CERTIFICATE OF SERVICE

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I HEREBY certify that a true and correct copy of the foregoing has been furnished by hand delivery to Phillip Carver, General Attorney, BellSouth Telecommunications, Inc., c/o Marshall Criser, III, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301; Tracy Hatch, Division of Legal Services, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0850, Patrick K. Wiggins and Marsha E. Rule, Wiggins & Villacorta, P.A., Post Office Drawer 1657, Tallahassee, Florida 32302, this 17th day of January, 1995.



John R. Marks, III

BST 16428

n/w

J. Phillip Carver
General Attorney

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January 17, 1995

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, FL 32301

Re: Docket No. 931033-TL

Dear Ms. Bayo:

Enclosed are an original and fifteen copies of Southern Bell Telephone and Telegraph Company's Prehearing Statement, which we ask that you file in the above-referenced docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served on the parties shown on the attached Certificate of Service.

Sincerely,

J. Phillip Carver (2)
J. Phillip Carver

Enclosures

cc: All Parties of Record
A. M. Lombardo
R. G. Beatty
R. D. Lackey

A BELLSOUTH Company

BST 16500

Final Exhibit
No. 150

PSC 2547

CERTIFICATE OF SERVICE
Docket No. 931033-TL

I HEREBY CERTIFY that a copy of the foregoing has been
furnished by by U.S. Mail this 17th day of January, 1995 to:

J. Alan Taylor, Chief
Bureau of Service Evaluation
Florida Public Service Commission
101 East Gaines Street
Tallahassee, FL 32399-0850

John R. Marks, III, Esq.
Katz, Kutter, Haigler, Alderman
Davis, Marks & Bryant
Suite 1200
106 East College Avenue
Tallahassee, FL 32301

Patrick K. Wiggins
Marsha E. Rule
Wiggins & Villacorta, P.A.
Post Office Drawer 1657
Tallahassee, FL 32302

J. Phillip Carver
s/ Phillip Carver (0))

BST 16501

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Dispute between Dade) Docket No. 931033-TL
County Aviation Department and)
BellSouth Telecommunications, Inc.,)
d/b/a Southern Bell Telephone and)
and Telegraph Company related to)
telephone serving arrangements at)
airports in Dade County.)
_____) Filed: January 17, 1995

**SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY'S
PREHEARING STATEMENT**

BellSouth Telecommunications, Inc., d/b/a Southern Bell Telephone and Telegraph Company ("Southern Bell" or "Company"), hereby complies with Order No. No. PSC-94-1469-PCO-TL, issued November 29, 1994, by submitting its Prehearing Statement.

A. WITNESSES

Southern Bell intends to call the following witness to offer testimony on the issues indicated below:

<u>Witness</u>	<u>Issues Addressed</u>
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Ralph De La Vega	1 through 6
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Ralph De La Vega will also offer rebuttal testimony to address certain aspects of the testimony of Dade County Aviation Department's ("DCAD") witness, James A. Nabors and WilTel Communications Systems, Inc.'s ("WilTel") witness, Byron Moore.

Southern Bell reserves the right to call other rebuttal witnesses, witnesses to respond to Commission inquiries not addressed through direct testimony and witnesses to address

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issues not presently designated, which may be designated at the Prehearing Conference to be held on January 20, 1995 or thereafter by the Prehearing Officer.

B. EXHIBITS

Southern Bell has no exhibits to the prefiled testimony of its witness or other known exhibits at this time. Southern Bell, however, reserves the right to file exhibits to any additional testimony that may be filed under the circumstances identified in Section "A" above. Southern Bell also reserves the right to introduce exhibits for cross examination, impeachment, or any other purpose authorized by the applicable Florida Rules of Evidence and the Rules of this Commission.

C. STATEMENT OF BASIC POSITION

Under the applicable rules and statutory requirements, DCAD must allow Southern Bell to have direct access to its customers at the airport, i.e., DCAD must provide conduit that Southern Bell can use to place its facilities to the end users' premises. This requirement is necessary to allow these customers a meaningful choice of receiving basic service (dial tone) from either the STS provider or from the local exchange company, Southern Bell.

Also, there is no reason to allow DCAD to force upon Southern Bell and its customers a remote demarcation point for Southern Bell's facilities at Miami International Airport.

D. SOUTHERN BELL'S POSITIONS ON THE ISSUES

Issue No. 2 listed below is a question of both law and fact. Issue No. 3 is a question of law, fact and policy. All remaining issues primarily involve policy, although a consideration of the pertinent facts is certainly relevant.

Issue 1: Whether Southern Bell should be allowed to participate in the Airport planning and construction process in order to have an opportunity to forecast the need for facilities and to install facilities in a manner that minimizes disruption to ongoing construction? If so, under what terms and conditions.

Position: Yes. Southern Bell must be allowed to participate fully in the airport planning process so that we can plan and forecast customer service demands and ensure that we are able to place facilities to timely meet these demands.

Issue 2: What constitutes "direct access" for Southern Bell to Southern Bell's customers at Dade County airports, as required by Section 364.339(4), Florida Statutes?

Position: The statutory requirement of direct access means that Southern Bell must be allowed to place its own cables and network terminating wire in dedicated conduit, to be provided by DCAD at no charge to Southern Bell. Southern Bell must also be allowed to extend its facilities to its customers' premises.

Issue 3: Whether, DCAD should be granted waiver of Rule 25-4.0345(1)(b), Florida Administrative Code, to allow it to establish demarcation points at and about each of its airports?

Position: No. There is no reason to allow DCAD to deviate from the current demarcation rule. To do so would only effectively deprive the end users at the airport of the option of obtaining service from the local exchange company, Southern Bell.

Issue 4: Whether Southern Bell should utilize DCAD cable to serve its customers when Southern Bell cable is not available? If so, under what terms and conditions.

Position: Southern Bell should use DCAD cable to reach its customers only in those rare (i.e., emergency) situations in which Southern Bell cable is not available. In these circumstances, the cable should be dedicated to Southern Bell's use and meet appropriate technical standards. Also, any compensation paid by Southern Bell to DCAD should not exceed the cost to Southern Bell to install its own cable.

Issue 5: Whether DCAD should provide full access to Southern Bell for Southern Bell's own network cable and for DCAD cable that is utilized to complete Southern Bell's network connections for Southern Bell's customers? If so, under what terms and conditions.

Position: Yes. Southern Bell must be allowed complete, unfettered access to the cable that it uses to serve its customers so that we will be able to meet the needs and expectations of our customers and our obligations under the rules of this Commission.

Issue 6: Whether the terms and conditions for the provision of telecommunications services at the airport by Southern Bell should be different where there are alternative providers of such services at the airport? If so, what should be the terms and conditions.

Position: No. The current rules are designed to prevent landlord/STS providers from forcing tenants to purchase dial tone from them. These rules should not be waived just because there may also be alternate providers of some of the other services that are provided by the local exchange company.

E. STIPULATIONS

There are no stipulations at this time.

F. PENDING MOTIONS FILED BY SOUTHERN BELL

There are no currently pending motions filed by Southern Bell.

G. OTHER REQUIREMENTS

Southern Bell is unaware of any requirement set forth in the Prehearing Order with which it cannot comply.

Respectfully submitted this 17th day of January, 1995.

SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

Robert A. Beatty

ROBERT G. BEATTY (cy)
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FILE COPY

J. Phillip Carver
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BellSouth Telecommunications, Inc.
Museum Tower Building
Suite 1910
150 West Flagler Street
Miami, Florida 33130
Phone (305) 347-5558

January 17, 1995

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, FL 32301

Re: Docket No. 931033-TL

Dear Ms. Bayo:

Enclosed are an original and fifteen copies of Southern Bell Telephone and Telegraph Company's Rebuttal Testimony of Ralph De La Vega, which we ask that you file in the above-referenced docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served on the parties shown on the attached Certificate of Service.

Sincerely,



J. Phillip Carver

Enclosures

cc: All Parties of Record
A. M. Lombardo
R. G. Beatty
R. D. Lackey

BST 16328

Final Exhibit
No. 151

PSC 2554

CERTIFICATE OF SERVICE
Docket No. 931033-TL

I HEREBY CERTIFY that a copy of the foregoing has been
furnished by by U.S. Mail this 17th day of January, 1995 to:

J. Alan Taylor, Chief
Bureau of Service Evaluation
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101 East Gaines Street
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Wiggins & Villacorta, P.A.
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Tallahassee, FL 32302

J. Phillip Carver
J. Phillip Carver

BST 16329

1 **Southern Bell Telephone and Telegraph Company**
2 **Rebuttal Testimony of Ralph De La Vega**
3 **Before The Florida Public Service Commission**
4 **Docket No. 931033-TL**
5 **January 17, 1995**

6
7 Q: Please state your name, title, and business address.

8

9 A: I am Ralph De La Vega, Assistant Vice President -
10 Network Planning and Provisioning Support. My
11 business address is 675 West Peachtree Street,
12 Atlanta, Georgia, 30375.

13

14 Q: By whom are you employed?

15

16 A: I am employed by BellSouth Telecommunications, Inc.
17 d/b/a/ Southern Bell Telephone and Telegraph Company
18 ("Company" or "Southern Bell").

19

20 Q: Are you the Ralph De La Vega who prefiled direct
21 testimony in this docket on behalf of Southern Bell?

22

23 A: Yes.

24 Q: What is the purpose of your testimony?

25

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1 A: The purpose of my testimony is to rebut certain
2 statements in the direct testimony of Byron Moore,
3 on behalf of WilTel Communications Systems, Inc.
4 ("WilTel"), and of James A. Nabors, on behalf of
5 Dade County Aviation Department ("DCAD").

6

7 Q: Mr. De La Vega, we will begin with Mr. Moore's
8 testimony. He claims (on page 3, at lines 12-22)
9 that it would promote the public interest to require
10 Southern Bell to demarcate its facilities at Miami
11 International Airport at remote locations rather
12 than at each customer's premise. Do you agree?

13

14 A: No, I do not. First of all, I have to note that
15 WilTel's attempt to raise this issue in this
16 proceeding is completely inappropriate. This
17 Commission considered the issue of remote
18 demarcation in Docket No. 910869-TL. After full
19 consideration (and at least one workshop attended by
20 DCAD) the Commission decided not to change the
21 current rule.

22

23 The only demarcation issue in this docket is whether
24 DCAD's situation is so different from every other
25 property owner in the state that it should be

1 granted a waiver of the demarcation requirements of
2 Rule 25-4.0345(1)(b), Florida Administrative Code.
3 WilTel and DCAD have offered nothing to support such
4 a finding. Further, if DCAD were allowed to set
5 demarcation points wherever it wishes, it would
6 simply use this power to eliminate Southern Bell as
7 a competitor of DCAD and WilTel by removing Southern
8 Bell from all except remote locations at the
9 airport. WilTel and/or DCAD would then be free to
10 leverage DCAD's power as landlord to dominate
11 telecommunications at the airport, in effect, to
12 become an unregulated monopoly.

13

14 Q: Mr. Moore states (on page 4, lines 1-5) that Mr.
15 Tito Gomez, of Southern Bell attempted to persuade
16 DCAD to unlawfully breach its contract with WilTel.
17 You have met with and discussed this accusation with
18 Mr. Gomez, have you not?

19

20 A: Yes, I have.

21

22 Q: Is Mr. Moore's version of events accurate?

23

24 A: No. In a meeting during July of 1994, Mr. Gomez
25 pointed out that DCAD had not accepted bids for

1 certain telecommunications work at the Airport in
2 twelve years. During this twelve year period,
3 WilTel's original contract has simply been renewed
4 again and again. Therefore, Mr. Gomez inquired
5 whether DCAD intended to initiate the process of
6 accepting bids for this work in the future. That
7 was the extent of Mr. Gomez' comments on this point.
8 It was also expressly stated in this meeting that
9 Southern Bell was not asking DCAD to breach any
10 current, binding contractual obligation.

11

12 Q: Mr. Moore alleges (page 4, lines 10-12) that
13 Southern Bell has committed theft of WilTel services
14 by using Airtele Systems' inside wiring without
15 notice, contract or payment to WilTel. Is this
16 true?

17

18 A: No. There have been isolated cases where Southern
19 Bell has used DCAD or WilTel facilities when DCAD
20 has refused to allow Southern Bell direct access to
21 its customers. In every case in which this has
22 occurred, however, Southern Bell has received either
23 written or oral authorization by DCAD to use the
24 particular cable.

25

1 Q: Mr. Moore also alleges (page 4, lines 13-16) that
2 Southern Bell "has violated environmental
3 restrictions in its disposal of groundwater from a
4 utility hole". Is this true?

5
6 A: No. To my knowledge Southern Bell has never
7 violated environment standards in the many years
8 that we have served customers at Miami International
9 Airport. In one instance, Southern Bell did dispose
10 of groundwater through a sediment box rather than
11 removing it from the site. However, the Dade County
12 Department of Environmental Resource Management
13 approved this procedure and granted a permit for it.

14
15 Q: Has DCAD invited Southern Bell to provide input
16 during the planning phase of construction as Mr.
17 Moore contends (page 5, lines 2-4)?

18
19 A: While DCAD has invited Southern Bell to participate
20 in the planning of some construction activities,
21 there have been other occasions when Southern Bell
22 has not been notified early enough to fully
23 participate in the process. In some instances, we
24 were only notified after damage had already occurred
25 to Southern Bell facilities. Also, Southern Bell

1 has never turned down an opportunity to participate
2 in planning activities at the airport.

3

4 Q: On page 7, lines 19-25 of his testimony, Mr. Moore
5 argues that the current Commission rules and
6 Southern Bell tariffs, which require that the
7 landlord provide support structures for conduit,
8 force DCAD to subsidize Southern Bell's competitive
9 activities. Do you agree?

10

11 A: Absolutely not. To my knowledge, this Commission
12 has always advocated the policy that local exchange
13 companies (LEC's) should not pass on the cost of
14 support structures (i.e. conduit, raceways,
15 handholes, backboards, etc.) on private property to
16 the general body of rate payers. Accordingly,
17 Section A5 of the General Subscriber Service Tariff
18 states that on private property it is the
19 responsibility of the property owner and the
20 customer to provide the necessary support structures
21 for a LEC to gain access to the customer's premises
22 to provide service. DCAD should be bound by this
23 requirement just as is every other building or
24 property owner in the state of Florida.

25

1 Also, for the reasons that I have described in other
2 portions of my testimony, the need for this
3 requirement is even more compelling where an STS
4 provider is present and attempting to compete to
5 provide dial tone to the end user.

6

7 Q: Mr. Moore also claims generally that for Southern
8 Bell to reach its customers at the airport directly
9 would require a "duplicate" system of support
10 structures (page 7, lines 1-4). Do you agree?

11

12 A: No. First, I disagree with the characterization of
13 providing support structures to meet Southern Bell's
14 needs as maintaining a "duplicate" system. I also
15 think that WilTel's answer provides a perfect
16 example of the need to apply the STS rules at Miami
17 International Airport.

18

19 Q: Please explain.

20

21 A: Prior to the time in the mid-1980's when DCAD
22 decided to go into the STS business, support
23 structures were always made available to for
24 Southern Bell to place its facilities. Since then,
25 however, Southern Bell has been refused conduit to

1 place its cable on numerous occasions, even when
2 unused conduit was available. In other words, they
3 used their position as landlord to the disadvantage
4 of Southern Bell.

5
6 Under the Commission Rules and Florida Statutes,
7 DCAD has a duty to provide Southern Bell direct
8 access to our customers. If WilTel is, in fact, a
9 legitimate STS provider, then it also has an
10 obligation under Rule 25-24.575, F.A.C. to ensure
11 that DCAD provides Southern Bell this direct access.
12 If DCAD and/or WilTel provide STS services without
13 complying with this rule, then end users at the
14 airport will obviously not have any real choice of
15 service providers. Instead, the end users will have
16 no option other than to receive their service
17 through the facilities of DCAD and/or WilTel. This
18 is, of course, what WilTel and DCAD want. The STS
19 rules prohibit this result, however, and for a very
20 good reason. Without this rule, a landlord would be
21 able to do with impunity what DCAD has attempted to
22 do, keep the support structures for its own use,
23 while refusing to provide support structures to
24 Southern Bell.

25

1 Q: Mr. Moore contends that Southern Bell has refused
2 to share conduit and cables with WilTel or others at
3 the airport. Is this true?

4

5 A: Yes. There have been occasions in which cables were
6 already occupying conduits and Southern Bell
7 requested that an alternative path be provided. In
8 some cases, pulling an additional cable into an
9 already occupied conduit is not feasible because of
10 the possibility of damaging all of the cables
11 involved. The reasons for this possible damage
12 include lack of space due to the size of the conduit
13 and the conduit having too many bends, making it
14 impossible to even rod the conduit prior to placing
15 an additional cable. In any event, providing
16 conduit as part of new construction should not be a
17 problem due to the minor cost of placing an
18 additional conduit during ongoing construction.

19

20 As far as using cables is concerned, Southern Bell
21 has requested a path to place its own cable for
22 numerous reasons. I have already addressed some of
23 the issues, such as the need for access to cables
24 and for a certain standard of quality in the cable
25 used. Other reasons include the impact that using

1 other company's cables would have upon Southern
2 Bell's records, our ability to timely initiate
3 service and design capability for special circuits.

4
5 Q: Has Southern Bell ever tried, as Mr. Moore claims,
6 (page 7, lines 14-18) to force DCAD to provide
7 duplicate conduit to a tenant's premise to support
8 Southern Bell's diverse routing to the tenant?

9
10 A: No. In one case, however, Southern Bell did request
11 a separate conduit to provide a diverse path to
12 ensure an additional measure of safety and security
13 to the airport. In this particular case, the
14 location was the Federal Aviation Administration's
15 (FAA) control tower for all of Miami International
16 Airport. The reason for this request was that a
17 DCAD contractor had cut the cable serving the FAA in
18 June of 1993. This had a dramatic negative impact
19 on the ability of the FAA to handle air traffic.
20 The FAA and Southern Bell both believe that this
21 situation must never happen again. Therefore, we
22 have requested conduit to provide diversity to the
23 FAA, and, frankly, I am surprised that WilTel cannot
24 understand the need for diversity in this situation.

25

1 Q: Mr. Moore states (page 8, lines 10-12) that "as a
2 practical matter" this hearing is only about where
3 Southern Bell demarcates the termination of its
4 network before the inside wiring is extended by
5 WilTel or other vendors. Do you agree?

6

7 A: No. Absolutely not. Mr. Moore's answer assumes that
8 only WilTel or other unidentified vendors will
9 necessarily supply the unregulated inside wire to
10 the end user. There is no basis for this
11 assumption. Southern Bell provides non-regulated
12 CPE services to customers at the airport and it
13 provides the inside wire for these customers.
14 Therefore, WilTel and other vendors extend inside
15 wire only to the customers who chose one of them as
16 their vendor of inside wiring rather than Southern
17 Bell.

18

19 Q: Mr. De La Vega, please turn your attention now to
20 Mr. Nabors' testimony. On pages 9 and 10 of his
21 testimony, Mr. Nabors discusses what he believes to
22 be the appropriate demarcation points for Southern
23 Bell service at DCAD. Do you agree with his
24 position?

25

1 A: No. As I stated previously in response to Mr.
2 Moore, the issue of the appropriate point for
3 demarcation has previously been decided by this
4 Commission in Docket No. 910869-TL. Neither Mr.
5 Nabors nor Mr. Moore have offered testimony that
6 would support a find that providing
7 telecommunications service at an airport is unique,
8 or even significantly different than serving other
9 private properties with many tenants, such as malls,
10 multi-story/multi-tenant office buildings, and
11 governmental complexes.

12

13 Q: Mr. Nabors asserts specifically (page 9, line 5
14 through page 10, line 11) that an airport differs
15 from other commercial locations because, in some
16 cases, a single customer may have multiple
17 locations. Why do you believe that the
18 configuration of customers' premises at the airport
19 is not unique?

20

21 A: In this regard the airport is similar to a shopping
22 mall in which some stores are located around the
23 perimeter of the mall while other stores or stands
24 are located throughout the center of the mall. In
25 some cases, the same business owns two or more

1 different stores within the mall. In these cases,
2 we still demarcate network facilities at the various
3 stores, food spots and stands within the mall. This
4 is no different than what is done at the airport.

5

6 Q: Mr. Nabors believes (page 10, lines 20-24) that
7 Southern Bell should pay for the use of support
8 structures. Do you agree?

9

10 A: No. I have already addressed this contention in
11 response to Mr. Moore's testimony.

12

13 Q: Is it true, as Mr. Nabors asserts (page 10, line 17)
14 that DCAD's existing telecommunications equipment,
15 conduit and cable are of equal or better quality
16 than Southern Bell's?

17

18 A: No. WilTel's and DCAD's cables and work are
19 sometimes not up to our specifications. For
20 example, in order to comply with the National
21 Electrical Code (NEC), we place fire rated cable
22 anytime we extend more than 50 feet into a building.
23 This is not always the case with DCAD/WilTel cables.
24 An example of inferior work by WilTel and/or DCAD is
25 their practice of using open cross-connect points,

1 as opposed to our use of sealed splice cases to join
2 cables in meter rooms with and without terminals.
3 Yet another example is provided by an instance when
4 WilTel created a safety hazard to Southern Bell
5 while placing an aerial cable of theirs by literally
6 wrapping it around an existing Southern Bell cable
7 as a strand support and then placing the WilTel
8 cable too close to an FPL power conductor.

9

10 Q: How do you respond to Mr. Nabors' contention (page
11 12, line 18) that "Southern Bell wishes to
12 monopolize the airport at the expense of the host
13 authority"?

14

15 A: First of all, I have to take exception to calling
16 DCAD itself the "host authority". While this term
17 may technically be accurate, it also carries the
18 connotation that DCAD is some sort of benign
19 "authority" that is above the competitive fray. To
20 the contrary, as I have stated before, DCAD is our
21 competitor in providing dial tone to customers at
22 the Miami International Airport, and Southern Bell
23 strongly believes that DCAD's refusal to cooperate
24 with Southern Bell in the past has been influenced
25 by this fact.

-14-

BST 16343

1 Q: This point aside, is Mr. Nabors' description of this
2 situation accurate otherwise?

3

4 A: No. The situation he refers to involved a project
5 in Concourse A at the airport in which several main
6 feeder cables contained in a duct bank were in
7 conflict with the proposed ramp construction. As to
8 the two alternatives for resolving this situation
9 that Mr. Nabors mentions in his testimony, no one at
10 Southern Bell recalls the first option (i.e., a
11 remote demarc at Building 100) being offered. Even
12 if it had been offered, this option would have
13 violated this Commission's demarcation rule, and
14 would not have been acceptable. At the same time,
15 Southern Bell offered DCAD three options to resolve
16 the conflict. The final decision as to which option
17 to choose was made by DCAD. The option DCAD
18 selected involved lowering the existing duct bank
19 and rebuilding two manholes. The plans for this
20 work were drawn up by Southern Bell in close
21 coordination with Greiner Engineering, the DCAD
22 contractor.

23

24 Prior to the commencement of work, there was no
25 mention by anyone of a need to haul away and treat

1 groundwater in the work area. It was only after
2 Southern Bell started working at the site that the
3 Dade County Environmental Management set this
4 requirement. The unforeseen cost of having the
5 water hauled away and treated accounted for
6 \$1,190,850 of the \$1,500,000 charged to date for the
7 job.

8
9 Q: Mr. Nabors states (page 16, lines 7-16) that it
10 would be helpful for Southern Bell to provide DCAD
11 with a detailed cost breakdown on billing
12 authorizations. Does Southern Bell currently
13 provide this information?

14
15 A: Yes. There was a time when this type of information
16 was not requested by DCAD, but since the time Mr.
17 Nabors began to request this, Southern Bell has
18 provided this information through our Building
19 Industry Consultant (BIC) Department.

20
21 Q: Mr. Nabors discusses at length (pages 17-19) his
22 version of the planning and construction of the
23 Remote Terminal E site. Is his version accurate?

24
25

1 A: No. In mid July, 1994 we were asked by American
2 Eagle to provide service to a new, 14,000 square
3 foot modular building (not just a trailer) to be
4 built at the Remote E site. Service was requested
5 by the middle of September, 1994.

6

7 The new modular building would need to be fed from
8 the existing Remote E Building, which DCAD had
9 prohibited Southern Bell from improving since August
10 of 1990. The reason that Mr. Nabors repeatedly gave
11 for this refusal was that the taxiway could not be
12 closed long enough to pull a cable from the main
13 terminal.

14

15 Subsequently, Southern Bell was informed by Airside
16 Operations (a part of DCAD) that Southern Bell could
17 arrange to pull the cable from the main terminal
18 building to the Remote E Building during the hours
19 of 12:00 AM to 6:00 AM, provided that Southern Bell
20 gave two days advance notice before starting the
21 work.

22

23 At any rate, it was agreed that Southern Bell would
24 use its own cable from the main terminal 3000-X to a
25 room where Concourse E leaves the Main Terminal

-17-

BST 16346

1 Building. From this point, Southern Bell would use
2 the DCAD cable out to the existing Remote E Building
3 on an interim basis. At the Remote E Building
4 Southern Bell would then cross-connect back to the
5 Southern Bell cable, which extends into the modular
6 structure. When DCAD allows Southern Bell to place
7 its own cable in the future, Southern Bell cable
8 will be used for this entire path. Both now and
9 after the Southern Bell cable is placed, the
10 demarcation point will be at the terminal inside the
11 new modular building, i.e., the premise of the
12 customer, American Eagle. Southern Bell has not
13 made any agreement with DCAD to maintain the cable
14 owned by DCAD.

15

16 Q: Mr. Nabors contends in his testimony (page 21) that
17 the delays in resolving the problems you have
18 described were unavoidable because the ramp and
19 taxiway area could not be closed to allow Southern
20 Bell to perform the work required to place its
21 cable. Do you agree?

22

23 A: No. I have already stated that this conflicts with
24 what Southern Bell was told by Airside Operations.
25 Also, during this same time frame, (specifically, on

1 October 13, 1994 at 9:00 AM) Dato Electric employees
2 were observed placing pull strings in the manholes
3 that run along the north side of Concourse E. These
4 are some of the same manholes through which we would
5 have pulled our cable. Jets were pulling in right
6 up next to the Dato employees. Still, none of the
7 gates were closed for this operation. While I
8 cannot say that this procedure is a good idea, or
9 even a safe one, this event certainly highlights the
10 fact that DCAD seems to have different standards for
11 its contractors than those it imposes on Southern
12 Bell.

13

14 Q: Do you agree with Mr. Nabors (page 27) that there
15 are no special problems created by DCAD's cable
16 being placed between Southern Bell and the end user?

17

18 A: No. If we have a customer utilizing only our cable
19 it is much easier and faster for us to research,
20 locate, test and remedy a problem than if we have to
21 get DCAD and others involved and have them go
22 through this same process.

23

24 As an example, in the situation that I described
25 above concerning Remote Terminal E, the cable

1 belonging to DCAD that it originally wanted Southern
2 Bell to use was defective. Southern Bell
3 technicians tested the lines and found that the DCAD
4 pairs would not support even voice grade service.
5 DCAD was immediately informed of this problem.
6 Nevertheless, it took approximately two weeks for
7 the problem to be resolved. In fact, Southern Bell
8 technicians had to explain to WilTel employees how
9 to test the lines. Eventually, the path of the
10 cable was rerouted via a cross-connect in the E
11 Satellite Building in order to provide good pairs.

12

13 Q: If DCAD were to allow Southern Bell to use its cable
14 and to provide necessary repairs, would this cause
15 any other problems?

16

17 A: Yes. It would also cause specific problems in
18 providing special services. The provision of
19 special services to those customers who have a
20 critical need for these services would be adversely
21 affected. Southern Bell's practices and procedures
22 call for a specific type of cable, gauge of wire,
23 design gain and loss criteria, to ensure that hi-
24 capacity/digital services perform at a very low
25 error rate. Also, time intervals for restoration of

1 these services are in the range of 2-4 hours.
2 Without end to end control of the entire circuit,
3 Southern Bell cannot guarantee this level of
4 service.

5
6 Q: But, what about Mr. Nabors' point that cable needs
7 only infrequent repair and that "it is unreasonable
8 to believe that only Southern Bell personnel can
9 maintain and service a telephone line"? Page 27,
10 lines 17-18.

11
12 A: I would agree that if one assumes that once a cable
13 is placed in conduit it is not touched again for a
14 long period of time, then few repairs are needed.
15 However, most cable that is placed to serve many
16 different customers requires installation and
17 relocation activity due to re-arrangements of
18 buildings, offices, streets, runways, and water and
19 sewer placements.

20
21 Beyond this, Southern Bell would certainly not
22 suggest that only its personnel have the knowledge
23 and technical skills to repair cable. Of course,
24 this is not the point. The point is that, as I
25 stated in my direct testimony, Southern Bell should

1 not be forced to rely upon a third party to provide
2 end to end service to the customers who choose
3 Southern Bell as their telecommunications provider.
4 While cable may not malfunction frequently, it does
5 need repair from time to time, and when a repair is
6 needed at the airport, the need is often immediate
7 and extreme (e.g., the situation that I previously
8 discussed regarding the FAA). In these situations,
9 Southern Bell's customers can simply not afford to
10 have our efforts to repair and/or restore their
11 service delayed by our having to rely upon DCAD.

12

13 Q: Do you agree with Mr. Nabors (page 27, lines 21-25)
14 that construction activity is the number one cause
15 of cables needing service or repair at Miami
16 International Airport?

17

18 A: Yes, this is exactly the type of activity that Mr.
19 Nabors is supposed to coordinate, and yet it is the
20 leading cause of cable failure. Not only has
21 Southern Bell had cables cut or damaged during
22 construction at the airport, but we have had digital
23 loop carrier equipment, terminals and cable removed
24 without any prior notification or authorization from
25 Southern Bell.

-22-

BST 16351

1 Q: Is Mr. Nabors correct in stating (page 31, lines 8-
2 17) that Southern Bell has consistently been
3 notified of on-going construction projects at the
4 airport?

5
6 A: No. As I said before in response to Mr. Moore,
7 there have been numerous instances in which DCAD has
8 failed to notify Southern Bell of construction
9 projects or of their effect on Southern Bell's
10 operations or facilities.

11
12 Q: Mr. Nabors states (pages 42-44) that there are
13 alternate providers of telecommunication services at
14 the airport who "lease access" from DCAD vendors
15 (presumably WilTel) who, in turn, compensate DCAD.
16 Mr. Nabors believes that this same compensation
17 requirement should apply to Southern Bell when there
18 are alternate providers of a particular service.
19 What is your opinion of this proposal?

20
21 A: I think it is nothing more than an attempt to cloud
22 the real issue in this docket, which is ensuring
23 fair competition between the LEC and the STS
24 provider. It is true that there are alternate
25 providers at the airport of telecommunications

1 services other than dial tone, such as alternate
2 access vendors. The predominant competition at the
3 airport, however, continues to be the competition to
4 provide basic service to the customer, and this
5 competition is between Southern Bell and DCAD.

6
7 In effect, DCAD has proposed that if it uses its
8 power as landlord to impose some restriction, cost
9 or condition on, for example, an alternate access
10 vendor, then it should also be able to use this
11 power to impose the same conditions on Southern
12 Bell. This imposition would, of course, increase
13 the cost to Southern Bell to provide service to
14 customers at the airport (which presumably would be
15 borne by ratepayers) and in many instances would,
16 practically speaking, inhibit the ability of
17 Southern Bell to compete with DCAD to provide
18 service at the airport.

19
20 Put simply, I believe that customers at the airport
21 are entitled to decide whether to buy service from
22 Southern Bell or from DCAD/WilTel. They should not
23 be effectively deprived of this choice -- which they
24 would be if DCAD were allowed to ignore its
25 obligations as an STS provider -- simply because

1 there are other competitors at the airport for non-
2 basic services.

3

4 Q: Mr. Nabors asserts (page 48) that any rule change
5 must contain provisions to require Southern Bell to
6 notify DCAD about existing and/or planned facilities
7 when requested? Do you believe that Southern Bell
8 has provided this notification in the past?

9

10 A: Yes. Southern Bell has always provided information
11 about existing facilities when it has been requested
12 by DCAD. In fact, on three separate occasions when
13 formal written requests were made, detailed sketches
14 were provided for two large sections of the airport
15 (Southwest Cargo Area and Old Pan Am Base).

16

17 As far as planned facilities are concerned,
18 Southern Bell routinely issues Building Industry
19 Consultant (BIC) Packages and Permit Request Forms
20 with attached sketches of proposed work to DCAD
21 before any work is started. In addition, joint
22 meetings with representatives of DCAD and WilTel
23 have been held to discuss planned facilities in
24 recent construction projects (Southwest Cargo,
25 Concourse A, Concourse H and Concourse F).

-25-

BST 16354

1 Q: Are you aware of the situation that Mr. Nabors
2 refers to (page 48, lines 21-25) in which Southern
3 Bell placed a 300 pair cable where only 10 lines
4 were required?

5

6 A: Yes, I believe so.

7

8 Q: Is he correct in asserting that Southern Bell built
9 excess capacity to meet future competition?

10

11 A: No. I believe that Mr. Nabors is referring to the
12 new modular building being constructed for American
13 Eagle that I previously discussed. The decision as
14 to the size of the cable placed was based on two
15 factors. First, the customer stated an initial need
16 for 50 pairs with a projected future need of
17 approximately 100 additional lines (not 10, as Mr.
18 Nabors claims). The second factor was that for four
19 years DCAD refused to allow Southern Bell to cross
20 the taxiway to place these facilities. Thus, we
21 felt that we needed to take advantage of this rare
22 opportunity to place facilities that this customer
23 will need as it expands in the future.

24

25

1 Q: Would you please summarize your rebuttal testimony?

2

3 A: In his testimony, Mr. Nabors spends a great deal of
4 time making allegations against Southern Bell
5 regarding specific problems that have arisen at the
6 airport. Although I have rebutted each of these,
7 the specifics of each past skirmish between the
8 parties is not really the point. Instead, the
9 crucial point is that the STS rules and the
10 statutory requirements exist to ensure that a
11 landlord/STS provider and a LEC compete on an equal
12 footing, and that the customer has the choice to
13 obtain service from either provider. The rules
14 should apply to DCAD (and to its vendor, WilTel),
15 just as they apply to every other landlord (or its
16 subcontractor) that chooses to provide STS service.
17 There is absolutely nothing in the direct testimony
18 of Mr. Nabors or Mr. Moore that would support the
19 abandonment of these rules. Likewise, there is no
20 reason to deviate from this Commission's current
21 rule on demarcation. This Commission has already
22 considered in a previous proceeding the demarcation
23 issue and determined that the demarcation point
24 should be at the customer premise. This result
25 should hold equally when the property in question is

1 an airport.

2

3 Q: Does this conclude your testimony?

4

5 A: Yes.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Dispute between Dade)
County Aviation Department and)
BellSouth Telecommunications,)
Inc. d/b/a Southern Bell)
Telephone and Telegraph Company)
related to telephone serving)
arrangements at airports in)
Dade County.)

DOCKET NO. 931033-TL

FILED: 01/17/95

**WITEL COMMUNICATIONS SYSTEMS, INC.'S
PREHEARING STATEMENT**

WilTel Communications Systems, Inc. ("WilTel"), hereby files this prehearing statement for the hearing presently scheduled to begin on February 10, 1995.

A. Witnesses

WilTel will present the direct testimony of the following witness.

Witness: Byron Moore

Issues: All

Exhibits: None

B. Basic Position

The Commission should adopt at the Miami International Airport the definition of demarcation point for multi-customer buildings found in the FCC's Report and Order CC Docket No. 88-57 released June 14, 1990. This approach would promote the public interest by simplifying and reducing the cost of Southern Bell's access to airport tenants (and vice versa), and by limiting Southern Bell's ability to engage in anti-competitive and unlawful behavior in marketing and delivering service to the tenants of the airport.

HQ REGULATORY-ATLA
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AML

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BST 16457

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Final Exhibit
No. 152

PSC 2584

ISSUES

ISSUE 1: Whether Southern Bell should be allowed to participate in the Airport planning and construction process in order to have an opportunity to forecast the need for facilities and to install facilities in a manner that minimizes disruption to ongoing construction? If so, under what terms and conditions?

Position: Yes, Southern Bell should be allowed to participate in the planning of construction. This is not really in dispute. Southern Bell should not be allowed, however, to monopolize wiring facilities at the airport in an effort to gain an unfair competitive advantage over WilTel and other competitors at the airport. The adoption of the FCC definition of demarcation point would eliminate this concern.

ISSUE 2: What constitutes "direct access" for Southern Bell to Southern Bell's customers at Dade County airports, as required by Section 364.339(4), Florida Statutes?

Position: This is a legal issue and will be addressed in WilTel's posthearing brief.

ISSUE 3: Whether, DCAD should be granted waiver of Rule 25-4.0345(1)(b), Florida Administrative Code, to allow it to establish demarcation points at and about each of its airports?

Position: Yes. DCAD should be allowed to set demarcation points consistent with the FCC standard.

ISSUE 4: Whether Southern Bell should utilize DCAD cable to serve its customers when Southern Bell cable is not available? If so, under what terms and conditions?

Position: No. As noted above, DCAD should be allowed to set demarcation points consistent with the FCC standard. This will eliminate the necessity of Southern Bell having to use DCAD's cable to reach customers. If Southern Bell is allowed to use DCAD's cable, such use must be with express permission of DCAD and with reasonable compensation to it. In no event should Southern Bell be allowed to continue its practice of using WilTel's cable without permission and compensation; such use amounts to theft of service and this Commission should order Southern Bell to cease this practice immediately.


ISSUE 5: Whether DCAD should provide full access to Southern Bell for Southern Bell's own network cable and for DCAD cable that is utilized to complete Southern Bell's network connections for Southern Bell's customers? If so, under what terms and conditions?

Position: No. If DCAD is be allowed to set demarcation points consistent with the FCC standard, then Southern Bell's need to access cable within the airport will be minimized if not eliminated.

ISSUE 6: Whether the terms and conditions for the provision of telecommunications services at the airport by Southern Bell should be different where there are alternative providers of such services at the airport? If so, what should be the terms and conditions?

Position: Yes. As already suggested, Southern Bell should terminate its network cables in compliance with the FCC's definition of demarcation point. This approach would reduce logistical confusion at the airport and provide fair competition. For example, all competitors for the provision of inside wiring services - i.e., Southern Bell, WilTel, BellSouth's unregulated subsidiary and others - would be on equal terms in attempting to compete with each other.

Respectfully submitted this 17th day of January, 1995.


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CERTIFICATE OF SERVICE

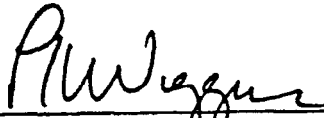
Docket No. 931033-TL

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail this 17th day of January, 1995, to the following:

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Patrick K. Wiggins

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Dispute between Dade County)
Aviation Department and BellSouth)
Telecommunications, Inc., d/b/a)
Southern Bell Telephone and)
Telegraph Company related to)
telephone serving arrangements at)
airports in Dade County.)
_____)

DOCKET NO. 931033-TL

FILED: 01/17/95

REBUTTAL TESTIMONY OF

BYRON MOORE

ON BEHALF OF

WITEL COMMUNICATIONS SYSTEMS, INC.

HQ REGULATORY-ATLA
MIAMI LEGAL
AML

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Final Exhibit
No. 153

PSC 2589

1 Q Please state your name and business address.

2 A I am Byron Moore. My address is 5100 NW 33rd Avenue, Suite
3 144, Fort Lauderdale, Florida 33309.

4 Q Are you the same Byron Moore who filed direct testimony in
5 this case?

6 A Yes.

7 Q What is the purpose of your rebuttal testimony?

8 A My specific purpose is to rebut the testimony of Southern
9 Bell's witness, Ralph DeLaVega. As I indicated in my direct
10 testimony my chief purpose for appearing before the
11 Commission remains to give it the benefit of my experience
12 on how the telecommunication infrastructure at the Miami
13 International Airport ("Airport") actually operates, so that
14 the Commission could get the benefit of the real world
15 perspective as it addresses how the point of demarcation
16 should be defined and how the other issues in this docket
17 should be answered. This perspective is particularly
18 important given the naivete reflected in the testimony of
19 Mr. DeLaVega.

20 Q What is your working knowledge of the system out at the
21 airport?

22 A Since 1983, I have worked extensively with WilTel's systems
23 at the Airport. With support from WilTel's engineers and
24 various vendors, including AT&T, Northern Telecom, and
25 others, I have set the overall direction of WilTel's
26 equipment selection at the Airport.

BST 16463

1 Q Mr. DeLaVega suggests that the Airport STS is comparable to
2 ordinary STS at commercial buildings for the purpose of
3 analyzing how to define the point of demarcation. Do you
4 agree?

5 A No. Mr. DeLaVega appears to have a naive view of the scope
6 of DCAD's operations.

7 Q Please explain.

8 A It is critical to understand that unlike a typical STS at a
9 commercial building, equipment selection at the Airport is
10 driven by the Airport's communications application, the
11 complexity of the physical facility, and the
12 interrelationship of the Airport community.

13 Q What kind of equipment and systems are used at the Airport?

14 A There are multiple communications systems required to meet
15 the Airport's communications applications. These systems
16 are designed to meet the Airport's requirement to provide
17 safe and efficient facilities for the carriers, tenants, and
18 air passengers. Presently, WilTel at the Airport is
19 involved with engineering, consulting, servicing,
20 maintaining or providing the following communications
21 networks or systems: a token ring network, an FDDI network,
22 an ethernet network, Flight Information Display System
23 (FIDS), video monitoring system for security, a Meridian One
24 PBX for voice, a point of sale system, a card reader
25 security access system, the Airport paging system

1 (approximately 10,000 speakers), environmental
2 monitoring/control system, fiber optic cable system, a card
3 reader system for payroll, bus monitoring system, an
4 advanced UTP station wiring system, cable distribution
5 system, interfaces between the radio and telecommunications
6 systems, etc. These systems serve the entire Airport
7 community and provide the advanced communications required
8 to operate the Airport in a safe and efficient manner.

9 **Q How does the complexity of the Airport's physical facility
10 affect its communications needs?**

11 **A** The complexity of the Airport's physical facility demands
12 common communications systems for the safe and efficient
13 operation of the Airport. The Airport facility which covers
14 approximately 3,200 acres is divided into two areas of
15 operation. These are landside and airside operations.

16 **Q What are the landside operations?**

17 **A** Landside operations at the Airport include the terminal, the
18 parking garages, and other support buildings. The terminal
19 is the critical landside facility building with
20 approximately 1,000,000 square feet. In the terminal, the
21 carriers, DCAD, Customs, governmental agencies, police, and
22 other tenants share common facilities including gates,
23 jetways, concourses, security check points, baggage handling
24 systems, data networks, paging systems, security systems,
25 video monitoring for security, FIDS, distribution cables,

1 fiber optic cables, cable trays, conduits, environmental
2 systems, electrical power systems, voice communications,
3 radio communications, card readers for security, etc. The
4 obvious fact is that Airport communications systems and
5 other support systems in the terminal must provide common
6 support for the terminal tenants or it would be impossible
7 for DCAD to efficiently and safely operate the Airport
8 terminal.

9 Q What are the airside operations?

10 A The airside operations include the runways, taxiways, cargo
11 areas, maintenance facilities, and other areas within the
12 airside security system. To obtain access to Airside
13 requires a person to take a security class and to obtain a
14 security picture ID. Airside drivers are required to take a
15 special driving course and obtain an airside driver's
16 license. Airside areas are secured from the general public
17 and the tenants operating in the Airside area share various
18 facilities. These shared facilities include taxiways,
19 runways, ramps, baggage support systems, security
20 checkpoints, security card readers, conduit systems,
21 manholes, raceways, radio systems, voice communications,
22 video monitoring systems, cargo clearance for customers,
23 fiber optic cable, distribution cables, etc. Once again,
24 the safe and efficient operation of the Airport requires the
25 use of share communications systems and other support

1 systems.

2 Q You also mentioned the interrelationship of the Airport
3 community. What does this mean and why is it significant to
4 the Airport's communication needs?

5 A The Airport community is an interrelated community that
6 shares the runways, terminals, baggage facilities, conduit
7 systems, cabling systems, and other facilities at the
8 Airport. These are not tenants who simply are sharing space
9 in the same building; they are tenants whose businesses are
10 interrelated and who must share common facilities and
11 services to meet the needs of the traveling public and the
12 cargo movement through the Airport. An example of this is
13 Flagship Airlines (American Eagle) who obtains dial tone
14 from Southern Bell, and simultaneously uses the following
15 Airport systems: fiber optic cable system, security check
16 points, taxiways, ramps, terminal paging system,
17 distribution cable system, radio system, runways, baggage
18 handling systems, FIDS, Meridian One PBX for some voices,
19 card reader system, etc.

20 Q. Given your description of the Airport's communications
21 needs, please summarize why the airport STS is not
22 comparable to ordinary shared tenant service at commercial
23 buildings for the purposes of analyzing how to define the
24 point of demarcation.

25 A At a normal commercial building the tenants are in unrelated

1 businesses. These businesses are only by coincidence
2 leasing space in the same building. The facilities tenants
3 share in a typical commercial building are minimal. These
4 may include hallways, elevators, restrooms, and similar
5 facilities. The Airport is dramatically different from a
6 commercial building.

7 In contrast, at the Airport the carriers, DCAD, Customs,
8 police, and others are all involved in a related enterprise
9 and share many of the Airport facilities required for the
10 operation of that enterprise. From a review of these facts
11 it is apparent that the Airport with its single purpose,
12 strict Federal regulations, security requirements, and
13 volume of activity has nothing in common with a typical
14 commercial building. Consequently, the STS for the Airport
15 must be designed to meet the unique needs of the Airport.
16 Adoption of the FCC demarcation in conjunction with the
17 present STS rule exceptions for Airports would meet the
18 Airport's unique requirements.

19 Q Given that the Airport is significantly different from the
20 traditional STS arrangement, why does this argue for the
21 adoption of the FCC definition of point of demarcation for
22 all customers.

23 A DCAD must operate numerous communications systems at the
24 Airport to provide for the safe and efficient passage of
25 passengers and cargo through the Airport. Since the typical

1 commercial building does not operate multiple communications
2 systems for the tenants, the landlord is not required to
3 maintain separate communications cable systems for the
4 facility. The Airport, however, to meet Federal Government
5 regulations, the common requirements of the tenants, to
6 provide security, and to efficiently support the movement of
7 passengers and cargo through the Airport must maintain a
8 communications cable system. Adoption of the FCC point
9 demarcation for all customers at the Airport would eliminate
10 the cost associated with duplicate cable plants, encourage
11 technological innovation, and eliminate Southern Bell's
12 attempts to use the inside wiring at the Airport to restrict
13 competition.

14 Q In his direct testimony, Mr. DeLaVega also argues that
15 Southern Bell's right to provide end-to-end service is
16 necessary to insure quality of local service to the end
17 user. Do you agree with this view?

18 A No. Mr. DeLaVega in his testimony argues that Southern Bell
19 has to have cable all the way to each customer's premise to
20 maintain quality service. Although Mr. DeLaVega makes this
21 argument, Southern Bell is currently providing service using
22 Airtele cables as part of Southern Bell's network cable
23 system. Additionally Southern Bell's existing points of
24 demarcation at the Airport are routinely in common wiring
25 closets instead of in the customer's premise. Based on Mr.

1 DeLaVega's arguments, Southern Bell is either presently
2 providing poor service to the Airport tenants or Mr.
3 DeLaVega's argument is motivated by concerns other than
4 Southern Bell's quality of service. Since Mr. DeLaVega does
5 not raise the issue of Southern Bell's providing poor
6 service at the Airport, one is forced to conclude that his
7 argument for a customer premise demarcation point is
8 motivated by concerns other than quality of service.

9 Q What are these concerns that lead Southern Bell to defend
10 the customer premise demarcation point?

11 A I believe Southern Bell is primarily attempting to use
12 inside wiring to restrict competition at the Airport. By
13 forcing the Airport to subsidize Southern Bell's cable
14 installations, Southern Bell is able to make it cost
15 prohibitive for PBX vendors to compete with Southern Bell
16 for these tenants' communications services.

17 Q Why do you believe that Southern Bell's motive is to
18 restrict competition?

19 A Southern Bell's activities at the Airport prove this point.
20 Southern Bell's executives in meeting with the Airport
21 Director have repeatedly combined meetings on the point of
22 demarcation with an attempt to interfere with WilTel's
23 contracts at the Airport. Southern Bell has even resorted
24 to falsely advising the Airport Director that Southern Bell
25 has replaced WilTel as the Meridian One maintenance vendor

1 for the Broward County Governmental Center, when in truth
2 Broward County in 1993 extended WilTel's maintenance
3 contract for the Broward County Governmental Center for five
4 additional years.

5 Additionally, Southern Bell is using inside wiring
6 installation to monopolize the space in the wiring closets
7 at the Airport. Southern Bell is installing network cables
8 and substantial amounts of network electronics in the common
9 wiring closets, Southern Bell is mounting equipment on
10 Airtele backboards, and Southern Bell is using Airtele cable
11 to provide network service to numerous customers' premises.

12 Q Mr. DeLaVega argues that although DCAD has the right to name
13 points of demarcation for itself, it does not for other
14 customers and allowing it to designate these points will
15 threaten or compromise that quality of service to the end
16 user. Do you agree?

17 A No. To reiterate, the FCC approach to demarcation results
18 in a certainty to the maintenance functions, encourages
19 technological innovation, decreases cost to the Airport
20 tenants, decreases cost to the landlord, increases
21 competition, and eliminates the need for Florida ratepayers
22 to pay the excess cost of inside wiring at the Airport.

23 Q Mr. DeLaVega has also suggested that when DCAD became an STS
24 provider, it saw itself in competition with Southern Bell.
25 Mr. DeLaVega also apparently argues that DCAD's position as

1 the STS provider gives it the ability to leverage its
2 relationship with the customer to deny the customer the
3 quality of service it is guaranteed through direct
4 connection with Southern Bell under an end-to-end
5 arrangement. Do you agree with this view?

6 A No. Again, Mr. DeLaVega's opinion is apparently grounded in
7 a naive view of the scope of DCAD's operations.

8 Importantly, DCAD operates numerous communications systems
9 as I have previously explained. DCAD does not use these
10 existing communications systems to restrict carriers or
11 tenants from installing, as needed, separate communications
12 systems. DCAD operates these communications systems to met
13 the needs of the Airport community.

14 Tenants are presently installing independent communications
15 systems and using Airtele cable systems to support these
16 communications systems. The Airport has supported these
17 tenant systems and I am not aware of any complaints from the
18 tenants that the Airport restricted or interfered with them
19 in any manner.

20 The Airport is asking the Commission to adopt the FCC
21 approach to demarcation. DCAD's concern is to support the
22 safe and efficient operation of the Airport, and it is in
23 the Airport's best interest to provide quality
24 communications throughout the Airport including extension of
25 Southern Bell service from an FCC demarcation point to the

1 customer's premise.

2 Q Given your expertise in the nature of the communications
3 infrastructure at the Airport, is it your opinion that
4 DCAD's offering of STS at the airport creates the need for
5 using the FCC's approach to demarcation?

6 A No. The need to use the FCC point of demarcation is the
7 result of the Airport's requirement for multiple
8 communications systems, the complexity of the physical
9 plant, and the interrelationship of the Airport Community.
10 Even if DCAD chose to eliminate the STS dial tone portion of
11 its Airtele system the Airport would still require an
12 advanced inside wiring system and need to control the
13 Airport's inside wiring. The problems between Southern Bell
14 and the Airport have existed since the Airport in 1983
15 replaced its 1A2 Key equipment with digital communications
16 are not related to STS service. The problems are based on
17 the Airport's growth, technological change, the Airport's
18 increased demand for communications systems, the unique
19 character of the Airport community and facility, and the
20 cost associated with supporting duplicate communications
21 cable plants at the Airport.

22 Q Does this conclude your testimony?

23 A Yes.

24

25

CERTIFICATE OF SERVICE

Docket No. 931033-TL

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail this 17th day of January, 1995, to the following:

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Patrick K. Wiggins

BST 16475

AS
WT

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Dispute between Dade) DOCKET NO. 931033-TL
County Aviation Department and)
BELLSOUTH TELECOMMUNICATIONS,) ISSUED: 1/18/95
INC. d/b/a SOUTHERN BELL)
TELEPHONE AND TELEGRAPH COMPANY)
related to telephone serving)
arrangements at airports in Dade)
County.)
_____)

STAFF'S PREHEARING STATEMENT

Pursuant to Order No. PSC-94-1469-PCO-TL, the Staff of the Florida Public Service Commission files its Prehearing Statement.

- A. All Known Witnesses: Staff does not intend to sponsor a witness at this time.
- B. All Known Exhibits: Staff has not yet identified a tentative list of exhibits which it intends to utilize in this proceeding. Staff will supply a tentative list of such exhibits at or prior to the Prehearing Conference.
- C. Staff's Statement of Basic Position:
None pending discovery.
- D.-G. Staff's Position on the Issues:

ISSUE 1: Whether Southern Bell should be allowed to participate in the Airport planning and construction process in order to have an opportunity to forecast the need for facilities and to install facilities in a manner that minimizes disruption to ongoing construction? If so, under what terms and conditions.

STAFF'S POSITION: Yes, as specified in Chapter 364, Florida Statutes, Chapter 25-4, Florida Administrative Code, and Southern Bell's tariffs applicable to installation/construction, Southern Bell should be allowed to participate in airport planning to forecast and install facilities so as to minimize disruptions to ongoing airport construction.

HQ REGULATORY-ATLA
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STAFF'S PREHEARING STATEMENT
DOCKET NO. 931033-TL
PAGE 2

ISSUE 2: What constitutes "direct access" for Southern Bell to Southern Bell's customers at Dade County airports, as required by Section 364.339(4), Florida Statutes?

STAFF'S POSITION: Direct access for Southern Bell to its customers means that Southern Bell has unfettered access for maintenance and repair and is responsible for telecommunications facilities between its wire center and its customer's subscriber service location.

ISSUE 3: Whether, DCAD should be granted waiver of Rule 25-4.0345(1)(b), Florida Administrative Code, to allow it to establish demarcation points at and about each of its airports?

STAFF'S POSITION: No position.

ISSUE 4: Whether Southern Bell should utilize DCAD cable to serve its customers when Southern Bell cable is not available? If so, under what terms and conditions.

STAFF'S POSITION: Yes, Southern Bell should utilize DCAD cable to serve its customers if Southern Bell cable is not available and when it is economically and technically feasible without diminution of service quality.

ISSUE 5: Whether DCAD should provide full access to Southern Bell for Southern Bell's own network cable and for DCAD cable that is utilized to complete Southern Bell's network connections for Southern Bell's customers? If so, under what terms and conditions.

STAFF'S POSITION: Yes, when DCAD cable is used by Southern Bell to access its subscribers, DCAD should provide full access, not constrained by day, time or availability of escort personnel, to make necessary installation and/or repairs.

ISSUE 6: Whether the terms and conditions for the provision of telecommunications services at the airport by Southern Bell should be different where there are alternative providers of such services at the airport? If so, what should be the terms and conditions.

STAFF'S POSITION: No position.

BST 16486

STAFF'S PREHEARING STATEMENT
DOCKET NO. 931033-TL
PAGE 3

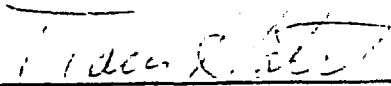
H. Stipulation

Staff is not aware of any issues that have been stipulated at this time.

I. Pending Motions:

Staff has no pending motions at this time.

RESPECTFULLY SUBMITTED,



TRACY HATCH
Staff Counsel

Florida Public Service Commission
101 E. Gaines Street
Tallahassee, Florida 32399-0863

BST 16487

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Dispute between Dade) DOCKET NO. 931033-TL
County Aviation Department and)
BELLSOUTH TELECOMMUNICATIONS,) ISSUED: 1/18/95
INC. d/b/a SOUTHERN BELL)
TELEPHONE AND TELEGRAPH COMPANY)
related to telephone serving)
arrangements at airports in Dade)
County.)

CERTIFICATE OF SERVICE

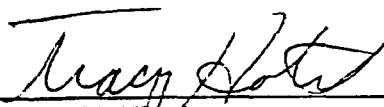
I HEREBY CERTIFY that copies of Staff's Prehearing Statement in the above referenced docket, have been furnished this 18th day of January, 1995, to the following:

Katz Law Firm
John Marks, III
Post Office Box 1877
Tallahassee, FL 32301

Witel Communications Sys., Inc.
c/o Wiggins Law Firm
Post Office Drawer 1657
Tallahassee, FL 32302

Southern Bell Telephone &
Telegraph Company
Nancy H. Sims
150 S. Monroe St., Suite 400
Tallahassee, FL 32301-1556

Metropolitan Dade County
Asst. County Attorney/Fels
Aviation Department
Post Office Box 592075 AMF
Miami, FL 33159



TRACY HATCH
Staff Counsel

FLORIDA PUBLIC SERVICE COMMISSION
101 East Gaines Street
Tallahassee, FL 32399-0863
(904) 487-2740

BST 16488

*File
Dated
2/8*

*1
Phil Coner
K. Beatty
D. Lackey
AML
m. Watson
W. Tubauh*

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

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In the Matter of

Dispute Between Dade County
Aviation Department and
**BELLSOUTH TELECOMMUNICATIONS,
INC. d/b/a SOUTHERN BELL
TELEPHONE AND TELEGRAPH COMPANY**
Related to Telephone Serving
Arrangements at Airports in
Dade County.

DOCKET NO. 931033-TL



PROCEEDINGS: PREHEARING CONFERENCE

BEFORE: COMMISSIONER JULIA L. JOHNSON
Prehearing Officer

DATE: Friday, January 20, 1995

TIME: Commenced at 1:30 p.m.
Concluded at 1:42 p.m.

PLACE: Fletcher Building
Room 122
101 East Gaines Street
Tallahassee, Florida

REPORTED BY: ROWENA NASH HACKNEY
Official Commission Reporter

BST 16565

DOCUMENT NUMBER-DATE
FLORIDA PUBLIC SERVICE COMMISSION
01300 FEB-6 95
FPC-REPORTS/REPORTING

1 APPEARANCES:

2 **JOHN R. MARKS, III, Katz, Kutter, Haigler,**
3 **Alderman, Marks and Bryant, P.A., 106 East College**
4 **Avenue, Suite 1200, Tallahassee, Florida 32301,**
5 **Telephone No. (904) 487-1082, and**

6 **THOMAS P. ABBOTT, Assistant County Attorney,**
7 **P. O. Box 592075, Miami, Florida 33159, Telephone No.**
8 **(305) 876-7040, appearing on behalf of Dade County**
9 **Aviation Department.**

10 **J. PHILLIP CARVER, c/o Nancy H. Sims, 150**
11 **South Monroe Street, Suite 400, Tallahassee, Florida**
12 **32301, Telephone No. (904) 222-1201, appearing on behalf**
13 **BellSouth Telecommunications, Inc., d/b/a Southern Bell**
14 **Telephone and**

15 **PATRICK K. WIGGINS, Wiggins & Villacorta,**
16 **P.A., Post Office Drawer 1657, Tallahassee, Florida**
17 **32302, Telephone No. (904) 222-1574, appearing on behalf**
18 **of WillTel Communications Systems, Inc.**

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BST 16566

FLORIDA PUBLIC SERVICE COMMISSION

1 APPEARANCES CONTINUED:

2 TRACY HATCH, Florida Public Service
3 Commission, Division of Legal Services, 101 East Gaines
4 Street, Tallahassee, Florida 32399-0863, Telephone No.
5 (904) 487-2740, appearing on behalf of the Commission
6 Staff.

7 PRENTICE P. FRUITT, Florida Public Service
8 Commission, Office of General Counsel, 101 East Gaines
9 Street, Tallahassee, Florida 32399-0862, Telephone No.
10 (904) 488-7463, Counsel to the Commissioners.

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BST 16567

FLORIDA PUBLIC SERVICE COMMISSION

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

2 (Hearing convened at 1:33 a.m.)

3 COMMISSIONER JOHNSON: Good afternoon. I'm
4 going to go ahead and call this hearing to order. Could
5 counsel please read the notice?

6 MR. HATCH: Yes, ma'am.

7 Pursuant to notice this time and place has
8 been set for the Prehearing Conference in Docket
9 No. 931033-TL, the dispute between Dade County Aviation
10 Department and Southern Bell Telephone and Telegraph
11 Company related to telephone serving arrangements at
12 airports in Dade County.13 COMMISSIONER JOHNSON: Thank you. Take
14 appearances.15 MR. CARVER: Phillip Carver on behalf of
16 Southern Bell, 150 West Flagler Street, Miami, Florida
17 33130.18 MR. ABBOTT: Good afternoon, Commissioner.
19 Thomas Abbott with the Dade County Attorney's Office,
20 representing Miami International Airport, P.O. Box
21 592075, Miami 33159.22 MR. MARKS: Commissioner, I'm John Marks with
23 the Law Firm of Katz, Kutter, Haigler, Alderman, Marks
24 and Bryant, 106 East College Avenue, Tallahassee,
25 Florida 33201, I think it is, on behalf of Dade County

1 Aviation Department.

2 MR. HATCH: I'm assuming WilTel is not here?

3 Tracy Hatch, 101 East Gaines Street on behalf
4 of the Commission Staff.

5 MR. PRUITT: And I'm Prentice Pruitt, counsel
6 to the Commissioners.

7 COMMISSIONER JOHNSON: I don't have here in my
8 notice where -- I'm sorry, what was your name again?

9 MR. MARKS: Mr. Abbott.

10 MR. ABBOTT: Thomas Abbott.

11 COMMISSIONER JOHNSON: -- where you filed an
12 appearance on behalf -- it's not in the order at all.

13 MR. ABBOTT: It should be there.
14 Commissioner, I think perhaps the initial petition may
15 have borne my name.

16 COMMISSIONER JOHNSON: Okay.

17 MR. ABBOTT: If not that, it's --

18 COMMISSIONER JOHNSON: Well, we'll ensure
19 that.

20 MR. HATCH: So that you will be added to the
21 file.

22 COMMISSIONER JOHNSON: Yeah. I just want to
23 make sure that you're added here for purposes of
24 appearances and the party that you represent, that we
25 have that here on our list.

BST 16569

FLORIDA PUBLIC SERVICE COMMISSION

1 MR. MARKS: I think all the notices of this
2 matter were sent, had been sent to me.

3 COMMISSIONER JOHNSON: Under you?

4 MR. MARKS: Yeah, under my name.

5 MR. HATCH: As counsel of record that we have
6 listed, yes, ma'am.

7 COMMISSIONER JOHNSON: Okay. That will be
8 fine. We'll get that added.

9 Are there any preliminary matters?

10 MR. HATCH: I guess so. There have been some
11 discussions about -- amongst the parties about whether
12 to proceed with this case at all. You probably ought to
13 open it up to that before we get too much further into
14 this.

15 COMMISSIONER JOHNSON: Certainly.

16 MR. MARKS: Yes. Commissioner, I guess this
17 is the appropriate point to address any preliminary
18 matters, and I think we can essentially come to some
19 sort of a resolution in the following fashion. After
20 some discussions with my client and other discussions,
21 DCAD has made a -- DCAD, Dade County Aviation
22 Department -- has made a determination that it will
23 withdraw its petition on proposed agency action in this
24 matter.

25 COMMISSIONER JOHNSON: Do we have it.

1 MR. MARKS: And there may be some other
2 comments by Mr. Abbott.

3 MR. ABBOTT: Commissioner, by way of
4 explanation, Dade County had the opportunity the other
5 day to meet with Southern Bell. And Dade County's
6 position in this whole case is that we needed to
7 establish some understandings at the airport as to where
8 demarcation points would be around the airport. And the
9 petition before you is a petition to do just that on a
10 very broadscale basis.

11 We concluded that since that broadscale basis
12 was generating more heat than light, it probably would
13 be better for the Commission and for the Staff to
14 approach this thing from a standpoint of if we have a
15 particular problem with a demarcation point, we should
16 first talk to Southern Bell and see whether we can work
17 it out. Failing our ability to work it out, then we
18 would come to the Commission and ask for their
19 assistance in helping us work out that particular
20 problem for that particular facility involving that
21 particular demarcation point under these particular
22 circumstances.

23 It seemed to us that that would be the better
24 way to do it. For that reason we approached Southern
25 Bell with a thought that we would be willing to withdraw

1 our petition contesting the proposed agency action if
2 Southern Bell were amenable and wouldn't object in the
3 future to our bringing on a case-by-case basis just such
4 a petition in the event, of course, that we couldn't
5 work something out with Southern Bell which, frankly, we
6 all hope that we would be able to do.

7 Southern Bell, and I'll let Mr. Carver speak
8 for Southern Bell, had no problem with that particular
9 approach. And based on that approach, we are willing
10 today to withdraw our petition contesting the proposed
11 agency action.

12 MR. MARKS: Let me add one other thing. It is
13 our belief that notwithstanding the proposed agency
14 action order and our withdrawal of our petition of
15 proposed agency action, that the Commission's current
16 rules would allow DCAD to do exactly what Mr. Abbott has
17 outlined in any future proceeding if it should find it
18 necessary to come back before the Commission to resolve
19 any future disputes.

20 COMMISSIONER JOHNSON: Okay. I'll have our
21 legal Staff comment on the legal authority for us to do
22 that after Mr. Carver has added any comments that he may
23 have.

24 MR. CARVER: Thank you, Commissioner. Just
25 one thing I'll say briefly. My understanding is that

1 the order would become final and that DCAD, across the
2 board, would follow the order.

3 And these particular instances that they're
4 talking about in the future might be situations that
5 would arise that they would want to bring back on an ad
6 hoc basis. And I think they are entitled to do that,
7 and we have no problem with that.

8 Now, originally when they brought it up, it
9 was sort of in terms of asking us to agree that they
10 would not waive anything. And I think the bottom line,
11 as I see it, is that they would be put in precisely the
12 situation they would have been had they never protested.
13 So certainly, they couldn't renew the protest; but if a
14 situation arises in the future, I think they're
15 certainly entitled to come back with that.

16 MR. MARKS: I ensure you that if the situation
17 arises in the future, we would not want to renew and
18 open this docket again. (Laughter.)

19 COMMISSIONER JOHNSON: Mr. Hatch, any
20 comments?

21 MR. HATCH: Basically, I agree with the
22 parties. Once that rule becomes final, it does, in
23 fact, establish some additional guidelines for how the
24 parties would otherwise be expected to behave and the
25 order would control between the two.

1 To the extent they have a problem, either
2 something that they believe isn't covered by the order
3 or is controversial under how they interpret that order,
4 then they can bring it to us for resolution. Nothing
5 bars that going forward.

6 COMMISSIONER JOHNSON: Okay. Mr. Pruitt,
7 would you like to add any comments?

8 MR. PRUITT: I have a little problem with the
9 procedure. I don't have any problem with the result.

10 You have an outstanding proposed agency action
11 order. It just seems to me at least we ought to have an
12 oral motion to reconsider that. And reconsider that and
13 then the dismissal thing would come along okay. But
14 it's standing out there as a final order of the
15 Commission, and it ought to be reconsidered and disposed
16 of that way, that everybody waives time limits and all
17 that stuff.

18 MR. HATCH: At this point what the Staff would
19 propose as to how to resolve this question is the
20 parties have announced their intention or DCAD's going
21 to pull its --

22 COMMISSIONER JOHNSON: Withdrawal.

23 MR. HATCH: -- withdrawal. It's going to
24 withdraw its protest. The next step would be that Staff
25 would prepare a recommendation to acknowledge the

1 withdrawal, take that back to agenda and recommend that
2 order -- it's Order No. 94-1023 with the original PAA.
3 The protest having been withdrawn, the Commission
4 declare that final, as a final order effective the date
5 of the vote and then proceed under that order.

6 COMMISSIONER JOHNSON: Is that procedure --

7 MR. PRUITT: If Staff's comfortable with that,
8 it would be all right with myself.

9 COMMISSIONER JOHNSON: Okay. Now is there a
10 certain deadline by which they must file their official
11 withdrawal?

12 MR. HATCH: Well, having announced it
13 officially on the record here, they would be hard
14 pressed to ignore the fact that it happened. But
15 something in writing would be nice.

16 MR. MARKS: I don't know that you need
17 anything; we're on the record.

18 MR. HATCH: I don't have to. But for docket
19 research purposes down the line, just a blurb saying,
20 "We withdraw the protest."

21 MR. MARKS: Well, we will furnish that.

22 COMMISSIONER JOHNSON: You can do that, John?

23 MR. MARKS: Yeah. Oh, yeah, we can do that.

24 COMMISSIONER JOHNSON: Okay.

25 MR. MARKS: It will be a one pager, one liner.

1 MR. HATCH: Yes.

2 MR. MARKS: If that's what you --

3 COMMISSIONER JOHNSON: For purposes of
4 efficiency.

5 MR. HATCH: It helps everybody down the road,
6 yes, ma'am.

7 COMMISSIONER JOHNSON: Okay. Then we will
8 have the party file their formal withdrawal, although we
9 have acknowledged that and accepted it at this
10 proceeding. But for purposes of clerical efficiency, we
11 will have that document filed.

12 I would like to compliment the parties on
13 their ability to negotiate and settle this in an
14 amicable way and hope we don't see you again any time
15 too soon. And thank Mr. Abbott and Mr. Marks and
16 Mr. Carver for their fine work.

17 With that, any other matters?

18 MR. HATCH: I think that takes care of
19 everything. There's nothing else that I am aware of.

20 COMMISSIONER JOHNSON: Okay. Show this
21 prehearing adjourned. Thank you.

22 (Thereupon, the hearing concluded at 1:42
23 p.m.)

24 - - - - -

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1 STATE OF FLORIDA)
2 COUNTY OF LEON)

CERTIFICATE OF REPORTER

3 I, ROWENA NASH HACKNEY, Commission Reporter,

4 DO HEREBY CERTIFY that the Prehearing
5 Conference in Docket No. 931033-TL was heard by the
6 Florida Public Service Commission at the time and place
7 herein stated; it is further

8 CERTIFIED that I stenographically reported the
9 said proceedings; that the same has been transcribed
10 under my direct supervision; and that this transcript,
11 consisting of 12 pages, constitutes a true transcription
12 of my notes of said proceedings.


DATED this 6th day of February, 1995.



12 ROWENA NASH HACKNEY
13 Official Commission Reporter
14 (904) 488-5981

14 STATE OF FLORIDA)
15 :
16 COUNTY OF LEON)

17 The foregoing certificate was acknowledged
18 before me this 6th day of February, 1995, by Rowena Nash
19 Hackney, who is personally known to me.

19 
20 PATRICIA A. CHURCH
21 Notary Public - State of Florida
22 My Commission No. CC-90785

23 Notary Public - State of Florida
24 My Commission No. CC-90785
25 Bonus Training Facility, Inc.

BST 16577