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February 7, 1996

**ORIGINAL
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Ms. Blanca S. Bayo, Director
Division of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Dear Ms. Bayo:

Re: Docket No. 950984-TP
Resolution of petition(s) to establish nondiscriminatory rates, terms and conditions for resale involving local exchange companies and alternative local exchange companies pursuant to Section 364.161, Florida Statutes

DOCUMENT NUMBER-DATE
Bayo
01511 FEB-8%
FPSC-RECORDS/REPORTING

Please find enclosed for filing the original and fifteen copies of the Direct Testimonies of Beverly Y. Menard, Dennis Trimble and Dr. Greg Duncan on behalf of GTE Florida Incorporated in the above matter together with a proposed list of issues. Also enclosed is a diskette with copies of the testimonies in WordPerfect 5.0 format. Service has been made as indicated on the Certificate of Service. If there are any questions with regard to this matter, please contact me at 813-228-3087.

DOCUMENT NUMBER-DATE
Duncan
01510 FEB-8%
FPSC-RECORDS/REPORTING

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Very truly yours,
Anthony P. Gillman
Anthony P. Gillman

APG:tas
Enclosures

A part of GTE Corporation

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01508 FEB-8%
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the Direct Testimonies of Beverly Y. Menard, Dennis Trimble and Dr. Greg Duncan on behalf of GTE Florida Incorporated in Docket No. 950984-TP were either hand-delivered (*) or sent via overnight express (***) on February 7, 1996 to the parties on the attached list.


Anthony P. Gillman

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GTE FLORIDA INCORPORATED
TESTIMONY OF BEVERLY Y. MENARD
DOCKET NO. 950984-TP

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH GTE FLORIDA INCORPORATED (GTEFL).

A. My name is Beverly Y. Menard. My business address is One Tampa City Center, Tampa, Florida 33601-0110. My current position is Regional Director - Regulatory and Industry Affairs.

Q. WILL YOU BRIEFLY STATE YOUR EDUCATIONAL BACKGROUND AND BUSINESS EXPERIENCE?

A. I joined GTEFL in February 1969. I was employed in the Business Relations Department from 1969 to 1978, holding various positions of increasing responsibility, primarily in the area of cost separations studies. I graduated from the University of South Florida in June of 1973 receiving a Bachelor of Arts Degree in Business Administration with an Accounting Major. Subsequently, I received a Master of Accountancy Degree in December of 1977 from the University of South Florida. In March of 1978, I became Settlements Planning Administrator with GTE Service Corporation. In January of 1981, I was named Manager-Division of Revenues with GTE Service Corporation, where I was responsible for the administration of the GTE division of revenues procedures and the negotiation of settlement matters with AT&T. In November of

DOCUMENT NUMBER, DATE

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1 1981, I became Business Relations Director with GTEFL. In that
2 capacity, I was responsible for the preparation of separations
3 studies and connecting company matters. Effective February
4 1987, I became Revenue Planning Director. In this capacity, I
5 was responsible for revenue, capital recovery and regulatory
6 issues. On October 1, 1988, I became Area Director - Regulatory
7 and Industry Affairs. In that capacity, I was responsible for
8 regulatory filings, positions and industry affairs in eight southern
9 states plus Florida. In August 1991, I became Regional Director
10 - Regulatory and Industry Affairs for Florida. I am responsible for
11 regulatory filings, positions and industry affairs issues in Florida.

12

13 **Q. HAVE YOU EVER TESTIFIED BEFORE THE FLORIDA PUBLIC**
14 **SERVICE COMMISSION?**

15 **A. Yes. I have testified before this Commission on numerous**
16 **occasions.**

17

18

19 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**
20 **DOCKET?**

21 **A. The purpose of my testimony is to present GTEFL's position on**
22 **certain issues raised by Metropolitan Fiber Systems of Florida, Inc.**
23 **(MFS-FL) in the Direct Testimony of Mr. Devine in this proceeding.**
24 **Specifically, I will address GTEFL's proposed prices during**
25 **negotiations and associated technical and operational issues in**

1 conjunction with MFS-FL's request. The remaining issues raised
2 by MFS-FL will be addressed by Mr. Dennis Trimble and Dr. Greg
3 Duncan.

4

5 **Q. DOES GTEFL AGREE WITH MFS-FL'S REQUEST FOR UNBUNDLED**
6 **LINKS TO BE INTERCONNECTED VIA ITS COLOCATION**
7 **ARRANGEMENTS?**

8 **A. Yes, GTEFL fully supports this arrangement. However, GTEFL**
9 **cannot agree to MFS-FL designating the hand-offs in a manner**
10 **that GTEFL may not currently provide. GTEFL's standard hand-off**
11 **is on a two-wire basis for basic exchange service. However,**
12 **GTEFL is willing to consider other tariffed arrangements.**

13

14 **Q. WHAT IS GTEFL'S POSITION ON MFS-FL'S REQUEST TO**
15 **COLOCATE DIGITAL LOOP CARRIER SYSTEMS IN**
16 **CONJUNCTION WITH COLOCATION ARRANGEMENTS MFS-FL**
17 **MAINTAINS AT A GTEFL WIRE CENTER?**

18 **A. In MFS-FL's Co-Carrier Agreement (Exhibit 2 to Mr. Devine's**
19 **Direct Testimony), MFS-FL referred to this type equipment as**
20 **remote switching modules. GTEFL responded that its colocation**
21 **tariffs did not permit the colocation of remote switching modules.**
22 **However, GTEFL's colocation tariffs do allow for NGDLC (Next**
23 **Generation Digital Loop Carrier) equipment. GTEFL will work with**
24 **MFS-FL to determine if their request is covered under the**
25 **Company's tariff and to determine if it is standard equipment**

1 within the GTEFL colocated central office. If the equipment is not
2 tariffed, then GTEFL will modify its tariff based on the bona fide
3 request process. If the equipment is not standard, GTEFL will
4 charge the customer for training costs.

5

6 **Q. DOES GTEFL AGREE WITH MFS-FL'S REQUEST THAT ANY**
7 **CUSTOMER SHOULD BE PERMITTED TO CONVERT ITS BUNDLED**
8 **SERVICE TO AN UNBUNDLED SERVICE AND ASSIGN SUCH**
9 **SERVICE TO MFS-FL WITH NO PENALTIES, ROLLOVER,**
10 **TERMINATION OR CONVERSION CHARGES TO MFS-FL OR THE**
11 **CUSTOMER?**

12 **A. No, GTEFL cannot agree with this proposal, for which Mr. Devine**
13 **offers no rationale. Any applicable termination charges, as**
14 **specified in GTEFL's existing tariffs, would apply in this instance.**
15 **In addition, GTEFL cannot agree to do all the work to discontinue**
16 **billing GTEFL's customer and institute billing to MFS-FL at no**
17 **charge. It is patently unfair to force GTEFL to bear the costs of**
18 **these changes simply to hold down MFS' costs of entry. The**
19 **interests of all carriers--both incumbents and new entrants--must**
20 **be balanced if open and effective competition is to develop.**

21

22 **Q. DOES GTEFL AGREE WITH MFS-FL'S REQUEST TO BILL ALL**
23 **UNBUNDLED FACILITIES ON A SINGLE CONSOLIDATED**
24 **STATEMENT PER WIRE CENTER?**

25 **A. Not necessarily. GTEFL's billing for unbundled loops will be**

1 accomplished using its existing CBSS (Customer Billing Services
2 System) billing system (which is currently used for end user
3 customers). This system bills on a basis of ten cycles per month.
4 With the number of colocation arrangements MFS-FL currently
5 has, GTEFL may be able to accommodate its request and will
6 make every effort to do so. However, to the extent that GTEFL
7 is unable to accommodate MFS-FL's request if it expands the
8 number of colocation arrangements, GTEFL should not be
9 mandated to do so. Again, GTEFL should not have to bear the
10 costs of any interconnector request simply because it might
11 benefit that party.

12

13 **Q. WILL GTEFL BE ABLE TO PROVIDE MFS-FL WITH AN**
14 **APPROPRIATE ON-LINE ELECTRONIC FILE TRANSFER**
15 **ARRANGEMENT BY WHICH MFS-FL MAY PLACE, VERIFY AND**
16 **RECEIVE CONFIRMATION ON ORDERS FOR UNBUNDLED**
17 **ELEMENTS, AND ISSUE AND TRACK TROUBLE-TICKET AND**
18 **REPAIR REQUESTS ASSOCIATED WITH UNBUNDLED**
19 **ELEMENTS?**

20 **A. GTEFL will not have any electronic systems to process this type**
21 **information in 1996. Although GTEFL would consider developing**
22 **such a system, it must be consistent with industrywide standards**
23 **as has occurred for Access Service Requests (ASRs) which are**
24 **used for IXCs. GTEFL cannot economically build multiple**
25 **electronic systems to accommodate varying ALEC requirements.**

1 It is willing to develop an electronic system only in conjunction
2 with industrywide efforts.

3

4

5 Q. HAS GTEFL AGREED TO PROVIDE LINKS TO MFS-FL?

6 A. Yes, it has.

7

8 Q. BASED ON MR. DEVINE'S TESTIMONY, IT APPEARS THAT THE
9 REAL ISSUE IS THE PRICE OF THE LINKS. IS THIS CORRECT?

10 A. Yes, it is.

11

12 Q. IS GTEFL'S PROPOSAL FOR MFS-FL TO PURCHASE A PRIVATE
13 LINE OR SPECIAL ACCESS CHANNEL FROM GTE'S EXISTING
14 TARIFF FOR LINK SERVICES?

15 A. No, it is not. However, GTEFL did propose that the price for link
16 services be the same prices as that for comparable arrangements
17 in the special access tariff.

18

19 Q. WHY DOES GTEFL PROPOSE THE SAME RATES FOR THESE LINK
20 SERVICES?

21 A. GTEFL witness, Dennis Trimble, will explain the rationale for this
22 position in his testimony.

23

24 Q. IF A CUSTOMER DECIDES TO REPLACE HIS EXISTING GTEFL
25 DIAL TONE SERVICE WITH MFS-FL DIAL TONE SERVICE, WILL

1 **GTEFL REQUIRE THE ENTIRE LINK TO BE RE-PROVISIONED OR**
2 **ENGINEERED OVER DIFFERENT FACILITIES?**

3 **A. If a customer is converting basic exchange service to an**
4 **unbundled service for MFS-FL, there should be no need to re-**
5 **provision or engineer the link to different facilities. However, if a**
6 **customer is converting basic exchange service to ISDN service,**
7 **the link may need to be re-provisioned.**

8
9 **Q. MR. DEVINE SEEMS TO INDICATE THAT GTEFL HAS SHOWN**
10 **LITTLE INTEREST IN NEGOTIATING WITH MFS-FL. (DEVINE**
11 **DIRECT TESTIMONY AT 10-11.) IS THIS TRUE?**

12
13 **A. No. GTEFL takes issue with Mr. Devine's implication that GTEFL**
14 **failed to respond to MFS-FL's overtures at negotiation. GTEFL**
15 **and MFS-FL had several discussions in the hope of reaching**
16 **agreement on some or all of the issues in this case. The fact that**
17 **GTEFL declined to formally respond in writing to certain of MFS'**
18 **written communications does not show a lack of good faith on**
19 **GTEFL's part. To the contrary, GTEFL stands ready to continue**
20 **negotiations and fully shares MFS-FL's desire to reach agreement**
21 **on as many issues as possible before hearings begin.**

22
23 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

24 **A. Yes, it does.**

25