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Florida Cable Telecommunications Association

Steve Wilkerson, President

February 20, 1996

ORIGINAL FILE COPY

VIA HAND DELIVERY

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

RE: DOCKET NO. 950985-TP; PETITIONS AGAINST GTEFL AND SPRINT-UNITED/CENDEL

Dear Ms. Bayo:

Enclosed for filing in the above-referenced docket are an original and fifteen (15) copies of Florida Cable Telecommunications Association, Inc.'s ("FCTA") Rebuttal Testimony of Joseph P. Cresse on behalf of FCTA. Copies have been served on the parties of record pursuant to the attached certificate of service.

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

Thank you for your assistance in processing this filing.

Yours very truly,

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Laura L. Wilson
Vice President, Regulatory Affairs &
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Enclosures
cc: All Parties of Record
Mr. Steven E. Wilkerson

[Handwritten signature and stamp]

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**CERTIFICATE OF SERVICE**  
**DOCKET NO 950985-TP**

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**REBUTTAL TESTIMONY OF JOSEPH P. CRESSE**  
**ON BEHALF OF**  
**FLORIDA CABLE TELECOMMUNICATIONS ASSOCIATION, INC.**  
**DOCKET NO. 950985-TP**  
**(PETITIONS REGARDING GTEFL AND SPRINT-UNITED/CENTEL)**

**Q. DID YOU PREVIOUSLY FILE TESTIMONY IN THIS PROCEEDING?**

A. Yes.

**Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

A. To respond to the direct testimony of Witnesses Menard and Beauvais (GTEFL) and Witness Poag (Sprint-United/Centel).

**Q. GENERALLY SPEAKING, WHAT IS WRONG WITH THEIR POSITIONS?**

A. They are asking the Commission to ignore the way that the LECs currently exchange local traffic today (on a bill and keep basis) and to establish usage sensitive local interconnection rates. Their proposals are discriminatory, will forestall competition, and represent the first step toward local measured service in Florida. They impose additional costs for interconnection that are unnecessary and wasteful.

**Q. WHY WOULD THIS FORESTALL LOCAL COMPETITION?**

A. In proposing usage sensitive rates, Sprint-United/Centel and GTEFL fail to mention the requirement under the new law that ALECs providing basic

1 local exchange service must make a flat rate option available to  
2 consumers. Section 364.337(2) states:

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There shall be a flat-rate pricing option for basic local telecommunications services (provided by ALECs), and mandatory measured service for basic local telecommunications services shall not be imposed.

10 GTEFL's and Sprint-United/Centel's basic rates are capped at current  
11 levels for three years unless the Commission determines otherwise  
12 pursuant to s. 364.051(5). Under the circumstances, it would be very  
13 difficult for ALECs to offer a competitive flat rate option for basic service if  
14 prices for interconnection are set on a per minute of use basis, even  
15 though it appears from the above language that the Legislature wanted  
16 consumers to have such a choice.

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Compensation based on switched access charges could instead result in ALECs targeting niche markets, financed solely by the payments they might receive from the other carrier. If compensation rates are high, there will be a strong financial incentive for all local service providers to seek customers with large amounts of in-bound traffic.

24 Clearly, this is not what the Legislature had in mind when it adopted its  
25 new law empowering the Commission to "exercise its exclusive jurisdiction"

1 to "ensure the widest possible range of consumer choice in the provision  
2 of all telecommunications services." Section 364.02(4)(b), Fla. Stat.

3

4 **Q. IS WITNESS POAG CORRECT THAT ALECs ACCEPTED A USAGE**  
5 **BASED PRICE STRUCTURE IN THE BELL SOUTH AGREEMENT THAT**  
6 **IS IDENTICAL TO THE TYPE OF STRUCTURE PROPOSED BY SPRINT-**  
7 **UNITED/CENDEL IN THIS PROCEEDING?**

8 A. No, he is not. Sprint-United/Centel's terminating switched access rates and  
9 rate elements differ from BellSouth's. Sprint-United/Centel's rates and rate  
10 elements are attached to my testimony as Exhibit JPC-2. As you can see,  
11 Sprint-United/Centel includes a line termination charge. This is a pure  
12 contribution element that is not found in the BellSouth rates which are also  
13 contained in JPC-2. This rate element was designed to allow Sprint-  
14 United/Centel recovery of contribution from toll services and is obviously  
15 not necessary to terminate a local call. By including the line termination  
16 charge, Sprint-United/Centel's local interconnection charge would be about  
17 2 cents per minute, or nearly twice as much as BellSouth's rate for the  
18 same type of local call termination. On top of that, Sprint-United/Centel is  
19 not proposing a cap on out-of-balance local traffic, among other things.  
20 So, the proposals are different, and neither is the best solution for local  
21 interconnection, in my opinion.

22

23 Even without the line termination charge, I do not believe that any usage  
24 sensitive charge is desirable or the best solution for local interconnection.

25 Notwithstanding, Witness Poag is correct that the FCTA agreed to a usage

1 sensitive rate structure with BellSouth, against my recommendation. The  
2 agreement states that it is a compromise to "avoid the uncertainty of  
3 litigation" and is a comprehensive settlement of many pending issues  
4 against BellSouth. The agreement addressed more than just local  
5 interconnection arrangements, and while I was not directly a part of those  
6 negotiations, my reading of the BellSouth agreement is that it contains  
7 certain additional terms that GTEFL and Sprint-United/Centel have not  
8 proposed in this proceeding; for example, a cap on out of balance traffic  
9 and reciprocal connectivity.

10

11 Most importantly, the BellSouth-FCTA agreement was signed at a time  
12 when FCTA was uncertain about whether federal legislation would  
13 ultimately pass into law. There is no question about that anymore.

14

15 **Q. WHAT DOES THE FEDERAL LEGISLATION SAY ABOUT THE TERMS**  
16 **OF LOCAL INTERCONNECTION?**

17 A. The Conference Report on the Telecommunications Act of 1996 makes it  
18 clear that bill and keep may be ordered by the state commissions. I am  
19 referring specifically to Section 252(d)(2) of the Conference Report which  
20 states:

21

22 (2) Charges for transport and termination of traffic.-

23 (A) In general.- For the purposes of compliance by an  
24 incumbent local exchange carrier with section 251(b)(5), a  
25 state commission shall not consider the terms and



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conditions for reciprocal compensation to be just and reasonable unless-

- (i) such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities for calls that originate on the network facilities of the other carrier; and
- (ii) such terms and conditions determine such costs on the basis of a reasonable approximation of the additional costs of terminating such calls.

(B) Rules of construction.- This paragraph shall not be construed-

- (i) to preclude arrangements that afford the mutual recovery of costs through the offsetting of reciprocal obligations, including arrangements that waive mutual recovery (such as bill-and-keep arrangements); or
- (ii) to authorize the Commission or any State commission to engage in any rate regulation proceedings to establish with particularity the additional costs of transporting or terminating calls, or to require carriers to maintain records with respect to the additional costs of such calls.

**Q. DOES THAT CHANGE THE WAY THAT INTERCONNECTION ISSUES**

1                   **SHOULD BE APPROACHED IN FLORIDA?**

2           A.       I am not a lawyer, but it appears to me that, in light of the above language,  
3                   it would be prudent for the Commission to evaluate the impact of the new  
4                   federal legislation in this proceeding to ensure consistency with the federal  
5                   law. However, I believe that bill and keep is authorized under state law  
6                   also.

7

8           **Q.       HOW DOES THAT SQUARE WITH WITNESS POAG'S ASSERTION THAT**  
9                   **THE COMMISSION MUST ORDER A "CHARGE" FOR LOCAL**  
10                  **INTERCONNECTION?**

11          A.       As I sated in my direct testimony, pursuant to Florida law, the Commission  
12                  can and should order a bill and keep "local interconnection arrangement."  
13                  This will promote competition as required by Florida law and avoid  
14                  inefficient billing and measurement costs. Also, as I stated in my direct  
15                  testimony, this arrangement will prevent discrimination among local  
16                  providers for the termination of local calls as required by Section 364.16(3).  
17                  Mr. Poag entirely ignores the discrimination issue between local providers.  
18                  I stand by my previously stated positions on these points. But, I further  
19                  believe that Mr. Poag's position may well be inconsistent with the federal  
20                  law. I am simply suggesting that the Commission should also consider the  
21                  federal law concerning local interconnection "arrangements" when deciding  
22                  this proceeding and not be influenced by LEC arguments that bill and keep  
23                  is not an authorized solution.

24

25          **Q.       DOESN'T WITNESS MENARD SOLVE THE DISCRIMINATION PROBLEM**

1           **YOU RAISE THROUGH HER RECOMMENDATION TO CONVERT**  
2           **INCUMBENT LEC EAS ROUTES TO THE SAME USAGE BASED**  
3           **FINANCIAL ARRANGEMENTS USED FOR ALECs?**

4           A.     Perhaps it would prevent discrimination, but her recommendation would  
5           not, in my opinion, make good public policy as it would only raise the costs  
6           of doing business for all local providers. The goals of competition are to  
7           force greater efficiencies and lower prices for consumers. Witness  
8           Menard's recommendation would not have that effect. It is, however,  
9           consistent with the goal of most LECs which is to have as much Local  
10          Measured Service as the Commission will permit.

11

12          **Q.     DO YOU FIND WITNESS POAG'S PROPOSAL FOR A FLAT RATE PORT**  
13          **CHARGE PREFERABLE TO A USAGE SENSITIVE STRUCTURE?**

14          A.     At first glance this proposal appears reasonable but it is not. The flat rate  
15          port option is based upon Sprint-United/Centel's switched access rate  
16          elements which differ at the tandem versus end office and include, again,  
17          the pure contribution line termination charge. Of course, in one sense a  
18          flat rate charge is what I am recommending, but my recommendation is  
19          that each party pay the same one time flat rate which amounts to bill and  
20          keep.

21

22          **Q.     COULDN'T THE LINE TERMINATION CHARGE BE REDUCED OR**  
23          **ELIMINATED AS PART OF SPRINT-UNITED/CENTEL'S STATUTORY**  
24          **ACCESS CHARGE REDUCTIONS IN OCTOBER?**

25          A.     Yes, but the decision to do so appears to be entirely at Sprint-

1 United/Centel's discretion. This contribution element should never be part  
2 of local interconnection to begin with especially in light of the Commission's  
3 decision to quantify the amount of any ALEC contributions necessary under  
4 the interim universal service mechanism. Further, the statutory 5% access  
5 charge reduction may be insufficient to cover the entire line termination  
6 charge.

7

8 **Q. DOES GTEFL ALSO PROPOSE SETTING LOCAL INTERCONNECTION**  
9 **CHARGES BASED UPON TERMINATING SWITCHED ACCESS RATE**  
10 **ELEMENTS?**

11 A. Yes, Witness Beauvais recommends a local interconnection arrangement  
12 "charge" based upon GTEFL's terminating switched access rate elements  
13 less the Residual Interconnection Charge and the Common Carrier Line  
14 elements.

15

16 **Q. WHAT IS WRONG WITH THAT?**

17 A. I have already commented in my direct testimony and above why such per  
18 minute charges are not workable. I would also take this opportunity to  
19 state my objections to the specific assumptions that Witness Beauvais uses  
20 to support his position.

21

22 **Q. WHAT ARE THOSE ASSUMPTIONS?**

23 A. First, Witness Beauvais wants the Commission to evaluate the local  
24 interconnection "charge" in connection with an evaluation of the prices of  
25 "all" the interstate and intrastate access services provided by GTEFL. I do

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not agree that a monetary "charge" is required, nor do I agree that prices for local interconnection arrangements should be examined on an "integrated" basis as Witness Beauvais suggests.

Mr. Beauvais is treating "local interconnection arrangements" as though they are "network access services." I do not believe that the two terms are intended to be synonymous or considered together. For example s. 364.163 defines "network access services" to exclude "local interconnection arrangements:"

For purposes of this section, "network access service" is defined as any service provided by a local exchange company to a telecommunications company certificated under this chapter or licensed by the Federal Communications Commission to access the local exchange telecommunications network, excluding the local interconnection arrangements in s. 364.16 and the resale arrangements in s. 364.161.

This proceeding involves the establishment of non-discriminatory terms of local interconnection between only local service providers pursuant to s. 364.161. The Commission is given authority to ensure that:

Each local exchange telecommunications company

1 shall provide access to , and interconnection with, its  
2 telecommunications facilities to any other provider of  
3 local exchange telecommunications services  
4 requesting such access and interconnection at  
5 nondiscriminatory prices, rates, terms, and  
6 conditions

7 Section 364.16(3), Fla. Stat.

8  
9 If the Legislature wanted local interconnection arrangements to be priced  
10 according to switched access rate elements, it could have placed the local  
11 interconnection arrangements in the network access section of the law.  
12 Instead, local interconnection arrangements are treated separately in the  
13 law and there must be no discrimination among local providers.

14

15 **Q. MR. BEAUVAIS LEADS INTO THIS RATE REBALANCING DISCUSSION**  
16 **BY STATING THAT MFS WANTS GTEFL TO PRICE "ALL" ACCESS**  
17 **SERVICES SIMULTANEOUSLY EQUAL TO INCREMENTAL COST AND**  
18 **THAT GTEFL "WILL NOT BREAK EVEN FINANCIALLY" UNDER THIS**  
19 **SCENARIO. IS THAT WHAT FCTA IS REQUESTING IN THIS**  
20 **PROCEEDING - THAT ALL NETWORK ACCESS SERVICES BE PRICED**  
21 **AT INCREMENTAL COST?**

22

23 **A.** No. FCTA is simply asking the Commission to treat ALECs like any  
24 incumbent LEC for the exchange of local traffic today. The Commission  
25 should order an arrangement that mirrors the longstanding LEC to LEC

1 interconnection model for the exchange of local traffic. The existing EAS  
2 model has proven efficient, workable and reliable. This recommendation  
3 ensures that ALECs are treated no less favorably than the other LECs.

4

5 If GTEFL needs rate rebalancing so badly, GTEFL should have remained  
6 under rate of return regulation and sought approval to rebalance rates or  
7 should do so now pursuant to s. 364.051(5). I do not object to rate  
8 rebalancing, but I do object to local measured rates for interconnection.

9

10 **Q. WHY DOES MR. BEAUVAIS SUPPORT NETWORK ACCESS RATE**  
11 **REBALANCING?**

12 A. Out of concern that services subject to competition will no longer generate  
13 enough revenues to cover the firm's common costs, i.e. loop costs.

14

15 **Q. DO YOU CONCUR IN THIS CONCERN AT THIS TIME?**

16 A. His testimony seems to me to suggest that there should be a plan to  
17 ensure that today's contribution level toward common cost is maintained  
18 even in a competitive environment. Nowhere in his testimony does he  
19 attempt to quantify the cost of furnishing interconnection. He simply  
20 requests contribution because GTEFL gets contribution today from certain  
21 services that are usage sensitive priced to end users.

22

23 **Q. WHY DOES THIS SOUND SO FAMILIAR?**

24 A. Because this concern about erosion of contribution was raised by GTEFL  
25 in the interim universal mechanism service Docket No. 950696-TP. It was

1 GTEFL's position in that docket that all of GTEFL's common costs were  
2 assignable to the provision of basic local exchange telecommunications  
3 services and should be recovered through the interim mechanism. GTEFL  
4 has simply repackaged the concepts for this docket to recover immediate  
5 contribution from competitors through a usage sensitive charge. If  
6 competition erodes GTEFL's ability to recover contribution to provide US  
7 as a COLR, GTEFL can petition the Commission and demonstrate the  
8 need for assistance in maintaining its service requirements. The days of  
9 guaranteeing contribution levels to GTEFL are over.

10

11 **Q. DO YOU FIND ANY MORE PROBLEMS WITH GTEFL'S POSITION?**

12 A. Yes. It appears to me to be the first step toward implementing local  
13 measured service, or at the very least, a solid step toward preventing basic  
14 residential local service competition. Mr. Beauvais candidly admits that his  
15 plan looks very much like the traditional local measured service structure.

16

17 **Q. DO YOU AGREE WITH WITNESS BEAUVAIS' PROPOSAL THAT LOCAL  
18 AND TOLL TRAFFIC SHOULD BE PHYSICALLY SEGREGATED OVER  
19 DIFFERENT TRUNKS AND AUDITS?**

20 A. No I do not. Besides the inefficiencies that would create, it is an approach  
21 that was rejected by the Legislature.

22

23 First, separate trunk groups are not an express requirement. GTEFL's  
24 concerns about distinguishing local and toll traffic are specifically  
25 addressed in Section 364.162(3)(a) which states:



1 (a) No alternative local exchange telecommunications company  
2 or local exchange telecommunications company or local  
3 exchange telecommunications company shall knowingly  
4 deliver traffic, for which terminating access service charges  
5 would otherwise apply, through a local interconnection  
6 arrangement.

7  
8 The above language addresses GTEFL's concern that local carriers should  
9 not be allowed to knowingly "deliver switched access services to each  
10 other as if (the services) were local terminating traffic to which a lower  
11 charge applies." See JPC-3, Transcript of March 22, 1995 House  
12 Subcommittee on Telecommunications Meeting, Discussion of Amendment  
13 No. 62, at p. 50. However, far from requiring separate trunk groups, the  
14 new law appears to account for an environment where local and toll traffic  
15 is being carried over the same trunk group and expressly provides a  
16 complaint process in the event that one carrier "knowingly" misrepresents  
17 the nature of the traffic carried.

18  
19 Second, the audit procedures recommended by Witness Beauvais were  
20 specifically rejected by the Legislature. The first draft of the revised  
21 Chapter 364 released on or about March 14, 1995 stated as follows:

22  
23 (a) No local exchange telecommunications company or  
24 alternative local exchange telecommunications company  
25 shall knowingly deliver traffic to another local exchange

1 telecommunications company or alternative local exchange  
2 telecommunications company to which a local  
3 interconnection price or rate would apply, if the traffic is in  
4 fact terminating traffic for which terminating access service  
5 charges would otherwise have been payable to the local  
6 exchange telecommunications company or alternative local  
7 exchange telecommunications company.

8 (b) Any party with a substantial interest may petition the  
9 commission for an investigation of any suspected violation  
10 of paragraph (a) above, and any telecommunications  
11 company found by the Commission to have violated this  
12 provision, shall, after an opportunity for a hearing, be  
13 subject to the penalties provided in this chapter. For  
14 purposes of determining whether this provision is being  
15 violated, the Commission shall have access to and shall  
16 review annually all relevant accounts of any alternative local  
17 exchange telecommunications company or local exchange  
18 telecommunications company.

19  
20 The annual audit language was deleted in later Subcommittee drafts.  
21 Instead, the Legislature has given the parties an express remedy in the  
22 event that GTEFL's concerns come to fruition - a complaint must be filed  
23 with the Commission. Requiring separate trunk groups and annual audits  
24 would only add to the cost of doing business and create network  
25 inefficiency. The proposal unnecessarily burdens new entrants in ways

1           that the Legislature did not intend.

2

3           **Q.     PLEASE SUMMARIZE YOUR OBJECTIONS TO GTEFL'S AND SPRINT-**  
4           **UNITED/CENTEL'S POSITIONS.**

5           A.     Both companies are requesting usage sensitive rates for recovery of what  
6           is essentially a fixed cost. Costs of switching do not vary off-peak, but vary  
7           based on peak local when new peak local is added. A one-time payment  
8           for increased capacity in the switch is adequate to cover the cost of local  
9           interconnection. However, the ALEC must also provide for terminating  
10          traffic from the LEC, and thus mutual compensation is fair. Since both  
11          ALEC and LEC have to provide for increased capacity to terminate the  
12          other calls, bill and keep is the fairest and most efficient interconnection  
13          arrangement. Furthermore, it's the best arrangement to promote  
14          competition, as the Commission is charged by the Legislature to  
15          accomplish.

16

17          **Q.     DOES THIS CONCLUDE YOUR TESTIMONY?**

18          A.     Yes it does, except I would like to thank Mr. Poag for recognizing that I  
19          have not lost my sense of humor, as I am sure he has not lost his.

**JOSEPH P. CRESSE**

Presently employed as a non-lawyer Special Consultant with the law firm of Messer, Caparello, Madsen, Goldman & Metz P.A. in Tallahassee, Florida; former Chairman of the Public Service Commission having served seven years on the Commission; former State Budget Director for State of Florida under Governor Reubin Askew, and former Assistant Secretary for the Department of Administration, State of Florida.

Resides in Tallahassee, Florida, with wife, Beverly; has two children; born in Indiana, and attended public schools in Frostproof, Florida; attended University of Florida - graduated in 1950 B. S. B. A. Major in Accounting; served in the U. S. Army as Staff Sergeant; member of Beta Alpha PSI Fraternity.

Career accomplishments include recipient of Florida Senate and House Resolution of Commendation; Administrator of the year in 1975; recipient of University of Florida Distinguished Alumnus Award; served on the Executive Committee of National Assn. of State Budget Officers, National Assn. of Regulatory Utility Commissioners, and President of the Southeastern Assn. of Regulatory Utility Commissioners; assisted in passage and implementation of the Career Service System, State of Florida; assisted in the implementation the Governmental Reorganization Act; implementation of program budgeting and computerizing substantial budgeting information; assisted in development of Education funding program for the State of Florida; assisted in development of financial plan to reduce appropriations to operate within available funds when revenue of the State was approximately 10% less than anticipated; assisted the Governor and Legislature during Special 1978 Legislative Session in drafting and passing legislation protecting title to state sovereign lands; served as member of the Florida Advisory Council on Intergovernmental Relations; appointed by Governor as member of the Deferred Compensation Advisory Committee and elected chairman; chaired a Task Force which developed financial and organizational plans to dismantle the Inter-American Center Authority with real estate assets of the Authority preserved for public use; appointed by Governor to state team which successfully negotiated a major settlement involving oil, gas and mineral rights on state-owned submerged lands; appointed to task force overseeing litigation, State v. Mobil Oil, Sovereign Lands; member Growth Management Committee; appointed by Governor and co-chaired Telecommunications Task Force. In 1985 received the National Governor's Association award for Distinguished Service to State Government. Retired from State Government December 1985 to assume present position with Messer, law firm. Since 1985 he has been engaged in regulatory consulting work with both utilities and non-utilities. He lectures at Indiana University once a year, and has testified before the Georgia, Florida, South Carolina and Virginia Regulatory Commissions.

SPRINT UNITED TELEPHONE-FLORIDA/CENDEL-FLORIDA  
INTRASTATE SWITCHED ACCESS  
RATE ELEMENTS AND RATE LEVELS

Rate Elements	Rate Levels as of <sup>2</sup> February 6, 1996	
	<u>UTF</u>	<u>CF</u>
Carrier Common Line		
Originating	\$0.02580	\$0.030400
Terminating	\$0.33600	\$0.038200
Transport <sup>1</sup>		
DSI Local Channel - Entrance Facility	\$0.000970	\$0.000970
Residual Interconnection	\$0.013997	\$0.021037
Switched Common Transport per minute of use per mile	\$0.00004	\$0.000040
Facilities Termination per MOU	\$0.000200	\$0.000200
Access Tandem Switching Premium	\$0.000880	\$0.000880
Transitional	\$0.000877	\$0.000877
Local Switching	\$0.009800	\$0.009800
Line Termination	\$0.007900	\$0.007900

<sup>1</sup> Assumptions:

- Tandem Connection with Common Transport
- No Collocation
- DSI local channel (@) 9000 minutes per month and 24 voice grade equivalents

<sup>2</sup>S-UTF/CF's switched access rates, reflecting local transport restructure, have been approved with a February 6, 1996 effective date.

**BELLSOUTH FLORIDA - INTRASTATE  
SWITCHED ACCESS**

Rate Elements	Rates as of January 1, 1996
Carrier Common Line	
Originating	\$0.01061
Terminating	\$0.02927
Transport <sup>1</sup>	
DS1 Local Channel - Entrance Facility	\$0.00062
Residual Interconnection	\$0.005159
Switched Common Transport per minute of use per mile	\$0.00004
Facilities Termination per MOU	\$0.00036
Access Tandem Switching	\$0.00074
Local Switching 2	\$0.00876

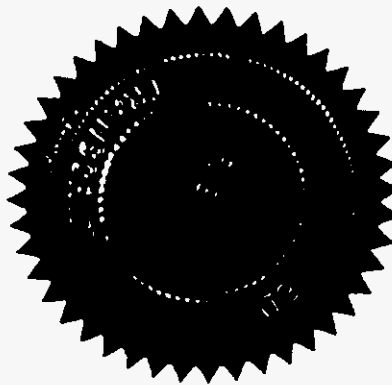
<sup>1</sup> Assumptions:

- Tandem Connection with Common Transport
- No Collocation
- DS1 local channel @ 9000 minutes per month and 24 voice grade equivalents

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MEETING OF  
  
THE HOUSE OF REPRESENTATIVES  
SUBCOMMITTEE ON TELECOMMUNICATIONS

Wednesday  
March 22, 1995



1           Okay. Let's go back to the big packet, Amendment  
2 No. 62, by Representative Boyd and company. On Page 20,  
3 Lines 25 through 31, and on Page 21, Lines 1 through 3,  
4 strike all of said lines and insert a new (a).  
5 Representative Boyd.

6           REPRESENTATIVE BOYD: Mr. Chairman, this amendment  
7 revises language ensuring that neither alternative LECs nor  
8 ILECs deliver switched access services to each other as if  
9 it were local terminating traffic to which a lower charge  
10 applies. This revised language is simpler and clearer than  
11 originally included in this bill.

12           MR. CHAIRMAN: Any questions on the amendment? Is  
13 there any discussion on the amendment? Debate? Any  
14 objection to the amendment? Amendment No. 62 passes.

15           Amendment No. 63 by Boyd and company. On Page 20,  
16 Line 2, after the word "more," insert "local exchange."  
17 Representative Boyd.

18           REPRESENTATIVE BOYD: A technical amendment.

19           MR. CHAIRMAN: Any questions on the amendment?  
20 Discussion?

21           Representative Safley.

22           REPRESENTATIVE SAFLEY: We just need to catch up  
23 here, Mr. Chairman.

24           MR. CHAIRMAN: Okay. It's on Page 20, Line 2,  
25 after the word "more," insert "local exchange." "Two or