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ORIGINAL

January 21, 2003

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Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket Nos. 981834-TP and 990321-TP (Generic Collocation)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Rebuttal Testimony of A. Wayne Gray and W. Keith Milner, which we ask that you file 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 to the parties shown on the attached Certificate of Service.

Sincerely,

J. Phillip Carver
J. Phillip Carver (24)

cc: All Parties of Record
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R. Douglas Lackey
Nancy B. White

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CERTIFICATE OF SERVICE
Docket No. 981834-TP and 990321-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and First Class U. S. Mail this 21st day of January, 2003 to the following:

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BELLSOUTH TELECOMMUNICATIONS, INC.
REBUTTAL TESTIMONY OF A. WAYNE GRAY
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NOS. 981834-TP/990321-TP
JANUARY 21, 2003

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH").

A. My name is A. Wayne Gray. I am Director - Regional Planning and Engineering Center in the Network Planning and Support organization for BellSouth. My business address is 675 West Peachtree Street, Atlanta, Georgia, 30375.

Q. ARE YOU THE SAME A. WAYNE GRAY WHO FILED DIRECT TESTIMONY IN THIS PROCEEDING?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. My rebuttal testimony responds to the direct testimony of Jeffrey A. King on behalf of AT&T Communications of the Southern States, LLC and TCG South Florida, Inc. ("AT&T") regarding issues 1A, 1B, 1C, 2A, 2B, 2C, 2D, and 3 in this docket. These issues include the billing and payment of non-recurring and

1 recurring charges, cancellation charges, justification of space reservation needs,
2 reclaimed unused space, the contractual obligations for ALECs (Alternative Local
3 Exchange Carriers), and the transfer of space from one ALEC to another.

4

5 **Issue 1A: When should an ALEC be required to remit payment for non-recurring**
6 **charges for collocation space?**

7 Q. ON PAGE 4 OF HIS DIRECT TESTIMONY, MR. KING INDICATES THAT
8 THERE ARE GENERALLY THREE CATEGORIES OF NON-RECURRING
9 CHARGES ASSOCIATED WITH COLLOCATION SPACE: (1)
10 APPLICATION FEE, (2) SPACE PREPARATION – FIRM ORDER
11 PROCESSING AND (3) OTHER. DOES BELLSOUTH AGREE WITH MR.
12 KING’S STATEMENTS, ON LINES 9 THROUGH 19, REGARDING THE
13 BILLING FOR EACH CATEGORY?

14

15 A. Not entirely. BellSouth does concur with Mr. King’s statements on Lines 9
16 through 15, which address the billing of the non-recurring charges associated with
17 the Application Fee (Item 1) and the Space Preparation – Firm Order Processing
18 Fee (Item 2). However, BellSouth does not agree with Mr. King’s comments on
19 Lines 16 through 19, regarding the non-recurring charges associated with Other
20 activities, such as Cable Installation and Cross-Connects (Item 3). On Lines 16
21 through 19, Mr. King states, “the non-recurring charges for other (e.g., cable
22 installation, cross-connects, etc.) are billed within a 30-day billing cycle of the
23 date that the ALEC has accepted the requested collocation UNE (i.e., the date the
24 ALEC has tested and interconnected its facilities to the ILEC).” This statement
25 does not accurately reflect when BellSouth actually bills these other nonrecurring

1 charges. As stated in my direct testimony, non-recurring fees for cable
2 installation, cable records, and security administration are billed at the time the
3 ALEC submits its Bona Fide Firm Order to BellSouth. This is because the
4 activities associated with installing cable, building cable records in BellSouth's
5 central office databases, and setting up the appropriate security access records in
6 BellSouth's security access database for the ALEC's employees and vendors
7 would begin at the time the ALEC submits the Bona Fide Firm Order. In other
8 words, while BellSouth is provisioning the space for the ALEC's occupancy, it is
9 also installing cable, building the cable records in BellSouth's central office
10 databases, and setting up the appropriate security access records in BellSouth's
11 security access database for the ALEC's employees and vendors.

12

13 The assessment of the non-recurring fees for the replacement of a security access
14 card or key, the provision of a space availability report and/or security escort
15 service occurs after BellSouth has provided the ALEC with the requested product
16 or service and would appear on the ALEC's next billing statement. In regard to
17 security escort service, it may be two billing cycles after the actual escort service
18 was performed before the associated fees would appear on the ALEC's billing
19 statement. In any case, BellSouth bills these non-recurring activities at or
20 immediately after the activity generating the non-recurring cost has been
21 performed.

22

23 Q. HOW ARE CROSS-CONNECT FEES ASSESSED BY BELLSOUTH?

24

25

1 Cross-connect fees, not to be confused with co-carrier cross-connect fees, are assessed by
2 BellSouth on both a non-recurring and a monthly recurring basis. An ALEC would
3 submit its request for cross-connects to BellSouth on a Local Service Request (“LSR”) or
4 Access Service Request (“ASR”). BellSouth would not begin billing the non-recurring
5 charges or monthly recurring charges until after the LSR or ASR had been completed and
6 the requested cross-connects installed as requested. BellSouth would determine the
7 appropriate non-recurring and monthly recurring charges based on the type (2-wire, 4-
8 wire, DS-1, DS-3, 2-fiber, or 4-fiber) and number of cross-connects ordered by the
9 ALEC. The ALEC’s billing statement that immediately follows the completion of the
10 LSR or ASR would reflect the non-recurring charges and any partial month’s billing for
11 the current month’s recurring charges, plus the following month’s recurring charges
12 (since BellSouth bills for one month of service in advance), for the installed cross-
13 connects. Once the initial monthly billing has commenced, the ALEC would be billed
14 the monthly recurring charges (one month in advance), associated with the installed
15 cross-connects on its normal monthly billing statement.

16

17 Q. YOU HAVE EXPLAINED HOW BELLSOUTH BILLS THE ALECS FOR
18 WHAT MR. KING REFERS TO AS “OTHER” NON-RECURRING FEES,
19 SUCH AS CABLE INSTALLATION AND CROSS-CONNECTS. WHY IS
20 THIS APPROPRIATE?

21

22 A. As I stated in my direct testimony, it is appropriate to apply nonrecurring charges
23 to recover work activities that are one-time in nature. FCC Rule 51.507(a) states:

24

25

26

27

Element rates shall be structured consistently with the manner in
which the costs of providing the elements are incurred.

1 These items recover the nonrecurring charges for certain collocation elements
2 based on the fact that the work required to comply with an ALEC's request is
3 one-time or nonrecurring. The nonrecurring charge allows BellSouth to recover
4 costs which are not recovered anywhere else.

5
6 BellSouth expects payment from the ALECs for "other" non-recurring charges,
7 such as those associated with cable installation fees and cross-connect charges,
8 within thirty (30) calendar days of the billing date for these charges. This is an
9 appropriate period of time for the ALECs to remit payment, because it reflects the
10 industry standard of time permitted for carriers to submit payment of their
11 outstanding accounts. (It also reflects the normal length of time most businesses
12 allow for payment of all outstanding invoices by their customers/creditors.)

13

14 **Issue 1B: When should billing of monthly recurring charges begin?**

15 Q. MR. KING IN HIS DIRECT TESTIMONY AT THE BOTTOM OF PAGE 4
16 STATES, "THE ILEC SHOULD BILL THE ALEC WITHIN A THIRTY (30)
17 DAY BILLING CYCLE FOR THE FLOOR SPACE" AFTER THE ALEC HAS
18 ACCEPTED THE SPACE. PLEASE RESPOND.

19

20 A. As stated in my direct testimony, if an ALEC conducts an acceptance
21 walkthrough of the collocation space within fifteen (15) calendar days of the
22 Space Ready Date (the date BellSouth completes the space and notifies the
23 ALEC), then BellSouth agrees with AT&T that the monthly recurring charges for
24 floor space (as well as all of the other monthly recurring charges associated with
25 the requested collocation space) should begin on the date that the ALEC accepts

1 the space (“Space Acceptance Date”). However, if the ALEC fails to conduct an
2 acceptance walkthrough within this fifteen-calendar day period, BellSouth would
3 begin assessing the monthly recurring charges on the Space Ready Date.
4 Furthermore, if BellSouth permits the ALEC to occupy its collocation space prior
5 to the Space Ready Date, BellSouth will begin billing the monthly recurring
6 charges on the date the ALEC occupies the space, which would then become the
7 Space Acceptance Date.

8

9 Q. AT THE TOP OF PAGE 5 OF HIS DIRECT TESTIMONY, MR. KING
10 CONTENDS THAT THE ILECS SHOULD NOT BE PERMITTED TO ASSESS
11 ALL OF THE MONTHLY RECURRING CHARGES FOR THE REQUESTED
12 COLLOCATION SPACE, EXCLUDING FLOOR SPACE, UNTIL AFTER THE
13 ALEC HAS ACTUALLY INSTALLED, TESTED AND INTERCONNECTED
14 ITS EQUIPMENT TO THE ILEC’S INTEROFFICE FACILITIES AND
15 POWERED UP ITS EQUIPMENT. DO YOU AGREE?

16

17 A. Absolutely not. Apparently, Mr. King’s argument is based on his belief that
18 AT&T’s requested collocation space is not “Ready” until AT&T has completed
19 the installation of its equipment, turned up its power, and interconnected with
20 BellSouth’s network or ordered access to BellSouth unbundled network elements
21 (“UNEs”) in the provision of its telecommunications services. This assumption is
22 incorrect. As soon as the space is available for the ALEC’s occupancy and
23 installation of equipment, the ALEC should have to pay for the provisioned
24 collocation space, which has been prepared by the ILEC in accordance with the
25 ALEC’s individual specifications. This space, and the power requirements

1 associated with this space, cannot be used for any other purpose by any other
2 entity, including the ILEC. It is dedicated to the ALEC's exclusive use.
3 Therefore, it is appropriate for an ILEC to immediately begin billing the
4 appropriate monthly recurring charges for the space that it has provisioned in
5 accordance with the ALEC's request.

6
7 Not only has BellSouth acted in good faith to provision the ALEC's requested
8 space requirements in the central office pursuant to the ALEC's individual
9 specifications, but BellSouth has completed its required work activities in
10 accordance with the provisioning intervals established by this Commission in the
11 FPSC September 1999 Collocation Order (physical caged interval) and the FPSC
12 May 2000 Collocation Order (physical cageless, virtual and augment intervals)¹.
13 During the proceeding leading up to the FPSC May 2000 Collocation Order, the
14 ALECs argued for the shortened provisioning intervals that this Commission has
15 ordered, and BellSouth is in full compliance with these intervals. If BellSouth
16 must complete its infrastructure provisioning work to meet these shortened
17 intervals, then the CLECs should also be expected to install their equipment and
18 begin operations as soon as possible. In other words, they should be held to a
19 standard similar to that applied to the ILECs.

20
21 Furthermore, the difficulty to administer such a plan would place an undue burden
22 on the ILEC. In addition, there would be costs associated with administering this
23 type of cumbersome plan. These costs would need to be passed on to the ALECs,

¹ Florida Public Service Commission Order No. PSC-99-1744-PAA-TP, issued September 7, 1999, in Docket Nos. 981834-TP/990321-TP ("FPSC September 1999 Collocation Order") and Florida Public Service Commission Order No. PSC-00-0941-FOF-TP, issued May 11, 2000, in Docket Nos. 981834-TP/990321-TP ("FPSC May 2000 Collocation Order").

1 since they would be the cost-causers of the additional costs that would be incurred
2 by the ILECs to administer this type of plan. The burden of continuously
3 monitoring each collocation space it has provisioned and turned over to an ALEC
4 to determine when the ALEC has completed its equipment installation and
5 interconnected with BellSouth's network or ordered access to UNEs for the
6 provision of its telecommunications services would fall to the ILEC. In addition,
7 the ILEC would have to verify that the ALEC had turned up its operations from
8 its collocation space, before billing could commence.

9
10 BellSouth should not be penalized for an ALEC's lack of planning for its
11 equipment installation or a change in its initial business plans. BellSouth
12 provisioned the collocation space in accordance with the ALEC's request and
13 should be compensated accordingly when the space is turned over to the ALEC
14 for its use. If AT&T or any other ALEC wants to begin its equipment installation
15 concurrent with the ILEC's provisioning of the collocation space, then the ALEC
16 may request an early space acceptance from BellSouth, prior to the Space Ready
17 Date. In this instance, BellSouth would begin billing the ALEC for the monthly
18 recurring charges associated with the early space acceptance, but this would give
19 the ALEC the ability to turn up its equipment and interconnect with BellSouth's
20 network or access BellSouth's UNEs as soon as the provisioning of the space has
21 been completed and turned over to the ALEC (Space Ready Date).

22
23 To illustrate my point, let's assume I decide to lease a 2-bedroom apartment. I
24 tour all of the available 2-bedroom apartments in the complex, pick out the one I
25 want, negotiate my "move-in" date with the landlord, and sign a twelve-month

1 lease. After I have signed the lease and given the landlord a deposit, I am
2 expected to pay my rent every month on the rental due date, regardless of whether
3 I choose to move in or not. I may decide to wait a few months before I move in.
4 This is obviously my choice. The landlord doesn't care when I move in, as long
5 as I continue to pay my rent each month on the due date. It's no different with
6 collocation. The choice of whether to "move-in" to the collocation space
7 immediately is a decision that must be made by the ALEC. As long as the ALEC
8 continues to pay for the leased space, the ALEC can choose to delay its plans to
9 move in until it's ready to do so. BellSouth is just the landlord of the space. The
10 space will be there, ready and waiting, and will remain so, unless or until the
11 ALEC terminates its collocation arrangement.

12

13 **Issue 1C: What cancellation charges should apply if an ALEC cancels its request for**
14 **collocation space?**

15 Q. DO YOU AGREE WITH MR. KING'S COMMENT ON PAGE 5, LINES 11
16 AND 12, THAT THERE SHOULD BE NO SEPARATE CANCELLATION
17 CHARGE IMPOSED ON THE ALEC WHEN COLLOCATION SPACE IS
18 CANCELED?

19

20 A. Yes. BellSouth agrees with AT&T that there should be no separate cancellation
21 charge (i.e., a separate fee for cancellation) imposed upon the ALEC when the
22 ALEC cancels its request for collocation space. However, BellSouth should be
23 able to recover any costs that BellSouth's current cost/rate structure would not
24 permit it to recover if an ALEC cancels a collocation request during the period
25 from the Bona Fide Firm Order to the date the monthly recurring charges would

1 commence (either at the Space Acceptance or Space Ready Date). It is
2 appropriate for an ILEC to recover such costs, since an ILEC should not be
3 penalized just because an ALEC changes its mind about collocating in a central
4 office. One example of a non-recoverable cost would be a cancellation fee that a
5 vendor may charge an ILEC for canceling a project that is associated with an
6 ALEC's canceled collocation request. Due to the nature of non-recoverable costs,
7 each cancellation request would have to be reviewed individually and any non-
8 recoverable charges determined on a case-by-case basis.

9
10 Q. ON PAGE 5, LINES 12 THROUGH 15, MR. KING STATES, "IF A
11 COLLOCATION REQUEST IS CANCELLED BEFORE THE PREPARATION
12 OF THE SPACE IS COMPLETE, THE ALEC SHOULD BE ENTITLED TO A
13 RETURN OF THE PORTION OF THE AMOUNTS ALREADY PAID
14 ATTRIBUTABLE TO WORK THAT WILL NOT BE DONE AS A RESULT
15 OF THE CANCELLATION." PLEASE RESPOND.

16
17 A. To the extent there is any provisioning work that has not yet been performed by
18 BellSouth when the ALEC cancels its order during the period from BellSouth's
19 receipt of the Bona Fide Firm Order up to the date monthly recurring charges
20 would commence (either at the Space Acceptance Date or the Space Ready Date),
21 then BellSouth agrees with AT&T that the ALEC should be reimbursed for any
22 portion of the provisioning work for which it has already paid that has not yet
23 been performed and/or completed by BellSouth. In most cases, the only non-
24 recurring charges that would likely have been paid by an ALEC during this period
25 would be those associated with Firm Order Processing, Cable Installation, Cable

1 Records, and Security Access Administration.

2
3 The ILECs should reimburse the ALEC for the applicable portion of the non-
4 recurring fees that it has already paid, based on the percentage of the work activity
5 performed and/or completed for each of these items. In other words, if an ILEC
6 has completed 50% of the work activities associated with each of the non-
7 recurring charges noted above, as of the cancellation date, then the ALEC would
8 be entitled to a reimbursement of 50% of the non-recurring charges already paid
9 to the ILEC for these activities. The non-recurring charges and their associated
10 work activities would have to be reviewed individually, as of the cancellation
11 date, to determine if any portion of the non-recurring fees should be reimbursed to
12 the ALEC. If so, the ILEC should be given at least sixty (60) calendar days to
13 determine what percentage of the non-recurring charges already paid by the
14 ALEC should be reimbursed to the ALEC for those activities that have not yet
15 been performed and/or completed by the ILEC.

16
17 Q. WHY SHOULD THE ILECS BE PERMITTED TO RECOVER A PORTION OF
18 THESE NON-RECURRING COSTS?

19
20 A. The ILECs should be permitted to recover a portion of these non-recurring costs,
21 because the ILEC would have already begun and completed some measure of the
22 associated work activities required to meet the Commission's provisioning
23 intervals for the ALEC's requested collocation space. Moreover, these costs were
24 incurred to meet the exact specifications required by the ALEC in its Bona Fide
25 Firm Order and should be recovered from the party that initiated the request to

1 begin the provisioning process. Of course, the ALEC should be reimbursed for
2 any portion of the non-recurring provisioning work for which it has already paid
3 that has not yet been performed and/or completed by BellSouth.

4
5 Q. ON PAGE 5, LINES 16 THROUGH 18 OF HIS DIRECT TESTIMONY, MR.
6 KING ARGUES THAT IF THE ALEC CANCELS ITS REQUEST FOR
7 COLLOCATION SPACE WITHIN 20 DAYS AFTER THE SUBMISSION OF
8 THE APPLICATION, THE APPLICATION FEES SHOULD BE FULLY
9 REFUNDABLE TO THE ALEC. DO YOU AGREE?

10
11 A. If it is AT&T's contention that an ALEC should not have to pay an application
12 fee if the request for collocation is canceled prior to the fifteen (15) day
13 Application Response interval (fifteen calendar days from the receipt of a Bona
14 Fide Application, which means that the application is complete and accurate)
15 ordered by this Commission in its May 2000 Collocation Order, then BellSouth
16 would agree with AT&T's position, as long as BellSouth has not provided the
17 Application Response prior to the fifteenth day following the receipt of the Bona
18 Fide Application. However, if BellSouth has provided the Application Response
19 within the required fifteen (15) day interval and an ALEC decides to cancel its
20 Bona Fide Application after the receipt of the Application Response, then the
21 ALEC should be required to remit the entire application fee. This is appropriate,
22 because BellSouth has already completed all of the work associated with
23 determining space availability, evaluating the work necessary to provision the
24 space according to the ALEC's specifications, and preparing the firm price quote
25 for the space requested by the ALEC.

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Q. MR. KING STATES ON PAGE 5, LINES 18 THROUGH 22 OF HIS DIRECT TESTIMONY, THAT THE ILEC WOULD RECEIVE THE BENEFIT OF THE INVESTMENT THAT THE ALEC HAS ALREADY MADE IN THE PREPARATION OF THE SPACE AND COULD USE THE READY MADE COLLOCATION SPACE FOR THE NEXT ALEC THAT ORDERS SPACE. DO YOU AGREE?

A. To the extent that BellSouth can fully recover its costs for any work performed to provision the space up to the date of cancellation, then the ALEC should not be compelled to reimburse BellSouth for these costs. However, as I have already stated, any non-recoverable costs (such as a cancellation fee imposed on BellSouth by a vendor for canceling a project associated with an ALEC's canceled collocation request) that have been incurred by the ILEC to provision the requested collocation space should be borne by the ALEC.

In reference to Mr. King's statement that the ILEC would inherit a ready made collocation space that can be used by the next ALEC ordering space in the central office, it has been BellSouth's experience that the chances of another ALEC ordering exactly the same size or type of collocation arrangement, with the very same specifications, as that ordered by another ALEC is highly unlikely. There are so many variables in what the ALECs order for collocation that any so-called "ready made" collocation space would probably have to be re-provisioned to meet the specifications required by the next ALEC requesting space in the office. It would be extremely rare for the next ALEC's specifications to mirror exactly the

1 specifications of the former ALEC that canceled its request.

2

3 Q. FINALLY, AT THE BOTTOM OF PAGE 5 AND TOP OF PAGE 6 OF HIS
4 DIRECT TESTIMONY, MR. KING CONTENDS, "TO THE EXTENT THAT
5 THE COLLOCATION SPACE IS NOT COMPLETE, THE ILEC STILL WILL
6 RECOUP ITS COSTS FOR THE WORK PERFORMED AS WELL AS THE
7 BENEFIT OF THE PREPARATION OF THE SPACE ALREADY
8 ACCOMPLISHED." PLEASE RESPOND.

9

10 A. Again, if BellSouth can fully recover its costs for any work performed to
11 provision the space, then the ALEC should not have to reimburse BellSouth for
12 any of these costs. However, the ILEC should be reimbursed in full by the ALEC
13 for any non-recoverable costs that have been incurred in provisioning the
14 requested collocation space. However, Mr. King appears to assume that the ILEC
15 will always recover these costs. Therefore, he advocates that the ALECs should
16 have no responsibility to reimburse those costs it has caused the ILEC to incur.
17 As explained above, this assumption is incorrect.

18

19 **Issue 2A: Should an ALEC be required to justify its space reservation needs to the**
20 **ILEC when an ILEC is forced to consider a building addition to accommodate**
21 **future space requirements?**

22 Q. ON PAGE 6, LINES 10 AND 11 OF HIS DIRECT TESTIMONY, MR. KING
23 PROPOSES THAT AN ALEC SHOULD BE PERMITTED TO VERIFY THE
24 ILEC'S NEED FOR UNUSED SPACE THROUGH A SITE SURVEY OR
25 OTHER REASONABLE MEANS. DO YOU AGREE?

1

2 A. Yes. If Mr. King is assuming that BellSouth is trying to reclaim unused reserved
3 space to avoid a building addition, then BellSouth would agree that an ALEC
4 should be permitted the opportunity to review a site survey or other reasonable
5 means, which may include a detailed floor plan or diagram of the central office, to
6 verify the ILEC's need to reclaim unused reserved space. As I stated in my direct
7 testimony, the ILEC and ALECs should endeavor to work together in a mutually
8 cooperative manner to efficiently utilize all available central office space in order
9 to delay or avoid, if possible, an unnecessary building addition, when a central
10 office is at or near space exhaust.

11

12 Q. SHOULD THE ALECS BE PERMITTED TO REVIEW A SITE SURVEY OR
13 DETAILED FLOOR PLAN IF BELLSOUTH HAS ALREADY MADE A
14 DECISION TO CONSTRUCT A BUILDING ADDITION?

15

16 A. No. BellSouth is under no obligation or commission mandate to provide the
17 ALECs with a site survey or detailed floor plan to support a decision to construct
18 a building addition in the central office. Additionally, a site survey or detailed
19 floor plan may not have been developed if the decision to move forward with a
20 building addition is in the very early planning stage. When BellSouth makes a
21 decision to construct a building addition in a particular central office, BellSouth
22 has to consider in its space planning efforts, the amount of projected demand for
23 collocation space by the ALECs that would need to be allocated in the building
24 addition for collocation purposes. This is an FCC requirement (See *47 U.S.C.*
25 *§51.323(f)(3)*) Therefore, when an ILEC has already determined the need for a

1 building addition to accommodate its future space requirements (and the needs of
2 the ALECs) for a particular central office, the currently collocated ALECs would
3 have a responsibility to provide, upon reasonable request from BellSouth,
4 justification for their current and future collocation needs for a period of at least
5 two years from the scheduled completion date of the central office building
6 addition.

7
8 Q. WHAT PROOF SHOULD BELLSOUTH BE REQUIRED TO PROVIDE TO
9 AN ALEC TO JUSTIFY ITS NEED TO RECLAIM UNUSED RESERVED
10 SPACE IN A CENTRAL OFFICE THAT IS AT SPACE EXHAUST?

11
12 A. BellSouth should make available, pursuant to a nondisclosure agreement signed
13 by the ALEC, the same documentation that BellSouth would have filed in support
14 of its Petition for Waiver with the Florida Public Service Commission ("FPSC")
15 when it denied space to an ALEC because the central office had reached space
16 exhaust, pursuant to the requirements established by the FPSC in Order No. PSC-
17 99-1744-PAA-TP, issued September 7, 1999 and Order No. PSC-99-2393-FOF-
18 TP, issued December 7, 1999, in these same dockets. In addition to a review of
19 the above documentation, the ALEC should be permitted to participate in the
20 central office tour requested by the ALEC that was denied space in the central
21 office or by the FPSC Staff. If neither of these parties has requested a central
22 office tour or if the FPSC has already granted BellSouth's Waiver Petition, then
23 the ALEC may request that BellSouth provide it with a tour of the central office,
24 so that it may evaluate for itself the fact that no available collocation space exists
25 in the central office.

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As noted above, BellSouth would require the ALEC to sign a confidential agreement prior to providing this information for review.

Q. ON LINES 11 AND 12, OF PAGE 6 OF HIS DIRECT TESTIMONY, MR. KING ARGUES THAT AN ILEC MUST JUSTIFY THAT THE BUILDING ADDITION IS NEEDED TO MEET DEMAND AND NOT FOR THE CONVENIENCE OF THE ILEC. DO YOU AGREE?

A. No. BellSouth does not undertake the construction of a building addition without carefully studying the existing and future space utilization and space needs of both BellSouth and the ALECs. As this Commission is well aware, an ILEC's decision to construct additional space at a central office building is determined only after serious consideration of all available alternatives to make additional space available. Moreover, since building additions require significant capital investment and expense, appropriate funding sources must be determined and budgeted by the ILEC to ensure that once construction has been started, there will be adequate funds to complete the project as scheduled. The notion that an ILEC would decide to undertake a building addition for its own convenience is absurd. A building addition would only be considered and approved by the ILEC if there was truly a need for additional central office space.

As I stated in my direct testimony, an ILEC must provide collocation to requesting telecommunications carriers, but is not required to construct additional space to provide for physical collocation when existing space has been exhausted

1 in order to accommodate the ALECs' collocation requests. (See 47 U.S.C.
2 §51.323(a) and §51.323(f)(1)). However, if the ILEC is forced to consider a
3 building addition to accommodate future space requirements, then the ALECs
4 should be required to justify its reserved space in the office to ensure that there is
5 no unused space that should be returned to the ILEC's space inventory. This is
6 appropriate, since the ILEC must base its decision on if and when a major
7 building renovation or addition is required immediately or in the near future.

8
9 Q. BEGINNING ON LINE 13, OF PAGE 6 OF HIS DIRECT TESTIMONY, MR.
10 KING STATES, "SHOULD THE ALEC BE AFFECTED BY A BUILDING
11 ADDITION, THE ILEC AND [A]LECS SHOULD WORK COOPERATIVELY
12 TO LIMIT THE EXPENSE AND BURDEN, INCLUDING THE OPTION THAT
13 THE ILEC PAY ITS FAIR SHARE OF THE EXPENSE TO MOVE ALECS
14 FROM THEIR SPACE." WHAT IS BELLSOUTH'S POSITION?

15
16 A. BellSouth agrees with AT&T's contention that the ILEC and ALECs should work
17 in a mutually cooperative manner to ensure that the expense and burden to the
18 ALECs is minimized when a building addition directly impacts the collocation
19 space of the ALECs already located in the central office. If the ALECs are asked
20 to move from their existing collocation space into newly constructed space,
21 renovated space, or vacated space that becomes available in the original building,
22 the ILEC should be required to pay an appropriate amount of the expense incurred
23 by the ALEC to move into its newly assigned space. However, if an ALEC
24 requests to move its existing collocation space into the new building addition and
25 BellSouth grants the ALEC's request, then the ALEC should be responsible for

1 the payment of all charges associated with this move.

2

3 Q. FINALLY, ON LINES 15 THROUGH 18, OF PAGE 6 OF HIS DIRECT
4 TESTIMONY, MR. KING COMMENTS THAT AFTER AN ILEC HAS
5 DEMONSTRATED AN IMMEDIATE NEED TO RECLAIM SPACE, AN
6 ALEC SHOULD BE REQUIRED TO SHOW THAT IT HAS NEED OF THE
7 SPACE WITHIN A REASONABLE AMOUNT OF TIME. DO YOU AGREE?

8

9 A. Yes. BellSouth agrees that if it has adequately demonstrated to the ALEC that
10 there is an immediate need to reclaim reserved unused space, the ALEC should be
11 required to either justify its space needs (which must comply with this
12 Commission's eighteen (18) month space reservation period², beginning with the
13 original Space Ready Date upon which BellSouth turned the space over to the
14 ALEC) or return the unused space back to the ILEC for inclusion in the inventory
15 of available space.

16

17 Q. WHAT IS BELL SOUTH'S PROPOSAL FOR A "REASONABLE AMOUNT
18 OF TIME" WITHIN WHICH AN ALEC WOULD BE REQUIRED TO JUSTIFY
19 ITS SPACE NEEDS OR RETURN THE UNUSED SPACE?

20

21 A. BellSouth proposes that this Commission establish a period of thirty (30) calendar
22 days from the date upon which the ILEC has demonstrated its need to reclaim
23 reserved unused space as the "reasonable amount of time" within which an ALEC

² This Commission determined that an eighteen (18) month reservation period was appropriate for both the ILECs and ALECs, under the same terms and conditions, in the May 2000 Collocation Order.

1 should be required to justify its space needs or return the unused space to the
2 ILEC for inclusion in the inventory of available space. This is an appropriate
3 amount of time for the ALEC to determine its space needs, when one considers
4 the urgency of reclaiming any reserved unused space that will not be utilized by
5 the ALEC within the Commission's eighteen (18) month space reservation
6 requirement.

7
8 **Issue 2B: Under what conditions should an ILEC be allowed to reclaim unused**
9 **collocation space?**

10 Q. AT THE BOTTOM OF PAGE 6, BEGINNING ON LINE 21 OF HIS DIRECT
11 TESTIMONY, MR. KING ARGUES THAT AN ILEC SHOULD ONLY BE
12 PERMITTED TO RECLAIM UNUSED COLLOCATION SPACE WHEN THE
13 ILEC HAS DETERMINED THAT THEIR CENTRAL OFFICE SPACE IS
14 COMPLETELY EXHAUSTED, DETERMINED AN IMMEDIATE NEED FOR
15 THE DEPLOYMENT OF EQUIPMENT NECESSARY TO PROVIDE LOCAL
16 SERVICE, AND THE ALEC HAS NOT DEMONSTRATED A NEED FOR
17 THE SPACE. (Emphasis Added.) PLEASE RESPOND.

18
19 A. BellSouth's position, as stated in my direct testimony, is that an ILEC should be
20 permitted to reclaim reserved unused collocation space when the central office is
21 at or near space exhaust and the ALEC cannot provide sufficient justification for
22 its space reservation. There should be no requirement on the ILEC that it must
23 have determined an immediate need to deploy equipment necessary to provide
24 local service. In a space exhaust situation, if the ALEC cannot justify the
25 utilization of the reserved space within the Commission's eighteen (18) month

1 space reservation requirement, then the space should be returned to the ILEC's
2 available space inventory for reassignment. An ALEC should not be permitted to
3 hoard space in a central office that is at or near space exhaust when it has no plans
4 to build-out the space, because this could preclude other ALECs from collocating
5 in the central office and competing in the same market. In addition, this anti-
6 competitive behavior could ultimately result in space exhaust within the central
7 office, forcing the ILEC to incur the unnecessary expense of constructing a
8 building addition, which would further delay the ILEC's ability to accommodate a
9 competing ALEC's collocation request in the central office.

10
11 Moreover, as of this date, BellSouth is not aware of any ALECs that have
12 complained to this Commission about an ILEC's efforts to reclaim unused
13 reserved space in a central office at or near space exhaust. The ILECs have not
14 abused their efforts to reclaim space from those ALECs that have not built-out
15 their unused reserved space within the eighteen (18) month reservation period
16 mandated by this Commission.

17
18 To permit ALECs to retain unused, reserved space, without adequate justification,
19 in a space exhaust situation is inconsistent with the FCC's mandate that an ILEC
20 must offer collocation on rates, terms and conditions that are just, reasonable and
21 nondiscriminatory. (See *47 U.S.C. §251 (c)(6)*). The ILECs have an obligation to
22 the ALEC community to reclaim unused reserved space that an ALEC cannot
23 adequately justify in order to satisfy the needs of other ALECs that are requesting
24 collocation space in the central office.

25

1 **Issue 2C: What obligations, if any, should be placed on the ALEC that contracted**
2 **for the space?**

3 Q. ON PAGE 7, LINES 5 THROUGH 7 OF HIS DIRECT TESTIMONY, UNDER
4 ITEM (1), MR. KING STATES, "IF THE ALEC HAS FUTURE PLANS FOR
5 THEIR COLLOCATION SPACE AND PROVIDES WRITTEN
6 NOTIFICATION AS SUCH TO THE ILEC, THEN THE ILEC HAS NO
7 AUTHORITY TO RECLAIM THEIR COLLOCATION SPACE." DO YOU
8 AGREE?

9
10 A. If the ALEC can justify in writing to the ILEC that its future plans for the build-
11 out of the collocation space fall within the Commission's eighteen (18) month
12 space reservation requirements, then BellSouth would agree with AT&T that the
13 ILEC should not be permitted to reclaim the reserved unused collocation space.
14 However, if the ALEC cannot justify its future plans for the build-out of the
15 collocation space within the eighteen (18) month space reservation requirements
16 mandated by this Commission, the ALEC should be required to return this space
17 to the ILEC for inclusion in the available space inventory for this central office.

18

19 **Issue 2D: What obligations, if any, should be placed on the ILEC?**

20 Q. MR. KING COMMENTS ON PAGE 7, LINES 15 THROUGH 17 OF HIS
21 DIRECT TESTIMONY, THAT AFTER THE ILEC RECLAIMS
22 COLLOCATION SPACE FROM AN ALEC, IT MUST STOP ALL MONTHLY
23 RECURRING BILLING CHARGES AND SEND FORMAL NOTIFICATION
24 OF THE STOPPED BILL DATE. PLEASE RESPOND.

25

1 A. BellSouth agrees that once an ILEC has reclaimed unused collocation space from
2 an ALEC, it should be required to stop billing the ALEC for any monthly
3 recurring charges associated with this space. However, BellSouth should be
4 permitted to bill the ALEC for the monthly recurring charges associated with the
5 collocation space up to the date that the ILEC actually reclaims the space (returns
6 the space to the available inventory in that office). In regard to AT&T's
7 contention that the ILEC should be required to send formal notification of the
8 stopped bill date, BellSouth would not object to providing the ALEC with formal
9 notification that the billing associated with the reclaimed collocation space has
10 been stopped as of the date the space was actually reclaimed by the ILEC and
11 returned to the available space inventory for the central office.

12

13 **Issue 3: Should an ALEC have the option to transfer accepted collocation space to**
14 **another ALEC? If so, what are the responsibilities of the ILEC and ALECs?**

15 Q. DOES BELLSOUTH AGREE WITH MR. KING'S POSITION, AT THE
16 BOTTOM OF PAGE 7 OF HIS DIRECT TESTIMONY, THAT AN ALEC
17 SHOULD BE ALLOWED TO TRANSFER ITS ACCEPTED COLLOCATION
18 SPACE TO ANOTHER ALEC THAT HAS EXPRESSED AN INTEREST IN
19 ITS SPACE?

20

21 A. Yes, as long as the central office is not in space exhaust and the transfer of the
22 collocation space is in conjunction with the ALEC's sale of in-place collocation
23 equipment to the same ALEC, then the ALEC should be allowed to transfer its
24 accepted collocation space to another ALEC that is interested in the space.
25 However, if the central office is in space exhaust, then the ALEC should only be

1 allowed to transfer collocation space if the transfer is part of a transfer of all or
2 substantially all of the transferring ALEC's assets to another ALEC **and** if the
3 Commission has approved the transfer in the space exhausted central office. This
4 would prevent an ALEC from circumventing the space exhaust waiting list by
5 assuming another ALEC's collocation space on a location-by-location basis.

6
7 Q. MR. KING INDICATES, AT THE BOTTOM OF PAGE 7 AND TOP OF PAGE
8 8 OF HIS DIRECT TESTIMONY, THAT THE CONTRACTED ALEC (THE
9 ALEC THAT HAS AGREED TO ACCEPT THE TRANSFERRED SPACE)
10 MUST SUBMIT AN APPLICATION TO CHANGE THE ILEC'S
11 COLLOCATION RECORDS. DO YOU AGREE?

12
13 A. Yes. BellSouth agrees with AT&T that the ALEC acquiring the collocation space
14 should be the party that submits the application for transfer of the collocation
15 arrangement. However, there are other responsibilities that must be completed by
16 the acquiring ALEC such as, but not limited to, satisfying all of the legal
17 requirements of its Interconnection Agreement with BellSouth, submitting a letter
18 to BellSouth for the assumption of services, entering into a Transfer Agreement
19 with the ALEC transferring the space and BellSouth, and re-stenciling all of the
20 equipment and facilities.

21
22 The ALEC transferring the collocation space to the acquiring ALEC also has
23 certain responsibilities that it must complete to consummate the transfer. These
24 responsibilities include, but are not limited to, notifying BellSouth that it will be
25 transferring ownership of some (or all) of its existing collocation arrangements to

1 the acquiring ALEC without changing the type of existing collocation
2 arrangement, submitting a Letter of Authorization to BellSouth for the transfer
3 and release of its existing facilities, entering into a Transfer Agreement with the
4 acquiring ALEC and BellSouth, and returning all access devices (keys and cards)
5 to BellSouth.

6
7 Q. ON PAGE 8, LINES 2 AND 3 OF HIS DIRECT TESTIMONY, MR. KING
8 STATES, "THE COLLOCATION PROVISIONING INTERVALS SHOULD
9 NOT APPLY AS THE SPACE HAS ALREADY BEEN COMPLETED."
10 WHAT IS BELL SOUTH'S POSITION?

11
12 A. BellSouth agrees with AT&T that the "collocation provisioning intervals" should
13 not apply to a transfer of ownership situation. However, there would be a certain
14 amount of time involved to complete the transfer process, due to all of the steps
15 required to effectuate the transfer of ownership. For instance, if the acquiring
16 ALEC does not have an existing Interconnection Agreement with BellSouth, the
17 Transfer Process cannot begin until after the acquiring ALEC has properly
18 executed either the Standard Interconnection Agreement or a negotiated
19 Interconnection Agreement with BellSouth, the Commission has approved the
20 interconnection agreement, and the acquiring ALEC has submitted the appropriate
21 application to transfer the collocation arrangement. In addition to the above, the
22 acquiring ALEC would also be required to provide the correct contact information
23 including billing information, update BellSouth's collocation database inventory
24 records, update physical records maintained on-site, update assignment records at
25 the POT frame (if applicable), and perform equipment stenciling in the collocation

1 space. The acquiring ALEC's BellSouth Certified Supplier would perform these
2 responsibilities no later than thirty (30) calendar days following the acquiring
3 ALEC's execution of the Transfer Agreement with BellSouth. The Transfer
4 Process would only be considered complete after all of the responsibilities set
5 forth above have been discharged.

6

7 Q. SHOULD THE CONTRACTED ALEC BE GRANTED IMMEDIATE ACCESS
8 TO THE DESIGNATED COLLOCATION SPACE, AS MR. KING HAS
9 SUGGESTED ON PAGE 8, LINES 3 AND 4 OF HIS DIRECT TESTIMONY?

10

11 A. No. Immediate access to the collocation space should not be granted until both
12 the acquiring ALEC and the transferring ALEC have completed all of the above
13 requirements.

14

15 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

16

17 A. Yes.

18

19

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