

ORIGINAL

1 SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

2 REBUTTAL TESTIMONY OF DAVID A. NILSON

3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

4 DOCKET NO. 980800-TP

5 September 18, 1998

6 Q. PLEASE STATE YOUR NAME, ADDRESS AND POSITION WITH SUPRA
7 TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. ("SUPRA").

8 A. My name is David A. Nilson. My business address is 2620 SW 27th Avenue,
9 Miami, Florida 33133. I am the Vice President of System Design and
10 Interconnection of Supra.

11
12 Q. ARE YOU THE SAME DAVID A. NILSON WHO FILED DIRECT
13 TESTIMONY IN THIS DOCKET ON SEPTEMBER 10, 1998?

14 A. Yes.

15

16 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY BEING
17 FILED TODAY?

18 A. My testimony is filed in rebuttal to direct testimony filed in this proceeding by
19 Mr. James D. Bloomer, Mrs. David Thierry, and Mr. T. Wayne Mayes of

20 BellSouth Telecommunications, Inc.

21 In his prefiled testimony, Mr. James D. Bloomer of BellSouth

22 Telecommunications testified that "there are 4035 square feet of reserved space"

23 in the North Dade Golden Glades Central Office. In his testimony on West Palm

24 Beach Gardens, Mr. Bloomer states "There are 3197 sq. ft. of reserved space."

25 [Supra maintains that there is actually 5235 sq. ft. and 3687 sq. ft. available,

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1 respectively.] Supra has requested 200 square feet in each of the North Dade
2 Golden Glades and West Palm Beach Gardens Central Offices. This represents
3 5.4% of the reserved space in the West Palm Beach Gardens Central Office and
4 3.8% of the reserved space in the North Dade Golden Glades Central Office.
5 Additionally, the Collocation Agreement includes very specific requirements that
6 Supra actually use the space requested for physical collocation.

7 ***Interconnector must place operational telecommunications***
8 ***equipment in the Collocation Space and connect with***
9 ***BellSouth's network within one hundred eighty (180) days after***
10 ***the receipt of such notice.*** ¹

11 And

12 ***If Interconnector fails to place operational telecommunications***
13 ***equipment in the Collocation Space and the failure continues***
14 ***for an additional thirty (30) days after receipt of written notice***
15 ***from BellSouth, then in that event Interconnector's right to***
16 ***occupy the collocation space terminates and BellSouth will***
17 ***have no further obligations to Interconnector with respect to***
18 ***said Collocation Space.*** ²

19
20 ¹ Collocation Agreement By and Between BellSouth Telecommunications, Inc. and Supra
21 Telecommunications & Information Systems, Inc. Florida, page 3, section C. Emphasis
22 placed.

23 ² Collocation Agreement By and Between BellSouth Telecommunications Inc. and Supra
24 Telecommunications & Information Systems, Inc. Florida, page 3, section C. Emphasis
25 placed.

1 This clearly delineates that Supra must actually use the forecasted/requested
2 collocation space within one hundred eighty (180) days or relinquish its rights to
3 the space along with the costs already paid for renovation. However, BellSouth
4 is attempting to reserve space for the next five years' growth. BellSouth requires
5 Interconnectors to actually use requested Collocation Space within 6 months, but
6 BellSouth is reserving space for its own uses for periods of 60 months, or more.
7 47 CFR Section 51.323 (f) (4) states the following on this subject:

8 ***An incumbent LEC may retain a limited amount of floor space***
9 ***for its own specific future uses, provided, however, that the***
10 ***incumbent LEC may not reserve space for future use on terms***
11 ***more favorable than those that apply to other***
12 ***telecommunications carriers seeking to reserve collocation***
13 ***space for their own future use.***³

14 BellSouth is clearly trying to do just that – reserve space for future use for itself
15 on terms more favorable than those for Supra. This section clearly indicates that
16 the Interconnector's right to physical collocation takes precedence over the
17 LEC's right to reserve space for its own future use.

18 Since BellSouth has already permitted virtual collocation in the West Palm
19 Beach Gardens and the North Dade Golden Glades Central Offices, neither of
20 these two sites fails to be suitable for physical collocation due to "technical
21 feasibility". Clearly, BellSouth is trying to reserve space for its own use under
22 terms more favorable than those offered by BellSouth to Supra.

23

24 ³ Code of Federal Regulation, Part 47, Telecommunications, Section 51.323 (f) (4), page 33.

25 Emphasis placed.

1 Q. BELLSOUTH WITNESS THIERRY STATES THAT BELLSOUTH'S DENIAL
2 OF SUPRA'S REQUEST FOR COLLOCATION IS BASED ON PARAGRAPH
3 575 OF THE FCC'S FIRST REPORT AND ORDER. IS THIS CORRECT?

4 A. No. Paragraph 575 reads as follows:

5 ***We also address the impact on small incumbent LECs. For***
6 ***example, the Rural Telephone or Telecommunications***
7 ***Coalition asks that interconnection and collocation points be***
8 ***established in a flexible manner. We have considered the***
9 ***economic impact of our rules in this section on small***
10 ***incumbent LECs. For example, we do not adopt rigid***
11 ***requirements for locations where collocation must be***
12 ***provided. Incumbent LECs are not required to physically***
13 ***collocation equipment in locations where not practical for***
14 ***technical reasons or because of space limitations, and virtual***
15 ***collocation is required only where technically feasible. We***
16 ***also note, however, that Section 251 (f) of the 1996 Act***
17 ***provides relief to certain small LECs from our regulations***
18 ***implementing Section 251.***⁴

19 It is very apparent from the above that the intent of paragraph 575 is to address
20 collocation issues for small incumbent LECs. BellSouth is not a "small incumbent
21 LEC." Consequently, Mr. Thierry's citation of this paragraph in his testimony and
22 the context in which it was used is misleading.

23

24 ⁴ FCC 96-325, First Report and Order released August 8, 1996, paragraph 575, page 284.

25 Emphasis placed.

1 Q. MR. THEIRRY STATES IN HIS TESTIMONY THAT BELL SOUTH DOES
2 NOT HAVE AN OBLIGATION TO RENOVATE OR ADD TO THE CENTRAL
3 OFFICE TO MAKE SPACE AVAILABLE TO PERMIT PHYSICAL
4 COLLOCATION BY SUPRA. HOW DO YOU RESPOND TO THIS
5 STATEMENT?

6 A. Mr. Thierry is answering the question of whether or not the Collocation
7 Agreement itself requires BellSouth to renovate or add to the central office, and
8 tries to reinforce his assertion by using the previously discussed quotation from
9 the FCC's First Report and Order regarding the LEC's obligations after space
10 exhaustion. It is important to note that there are still 5235 square feet of
11 "reserved" space in the North Dade Golden Glades Central Office and 3687
12 square feet of "reserved" space in the West Palm Beach Gardens Central Office.
13 This is, therefore, not a situation in which the space is exhausted. Paragraph
14 585 of the FCC's First Report and Order provides:

15 ***We believe that incumbent LECs have the incentive and***
16 ***capability to impede competitive entry by minimizing the***
17 ***amount of space that is available for collocation by***
18 ***competitors. Accordingly, we adopt our Expanded***
19 ***Interconnection Space Allocation Rules for purposes of***
20 ***Section 251, except as indicated herein. LECs will thus be***
21 ***required to make space available to requesting carriers on a***
22 ***first-come, first-served basis. We also conclude that***
23 ***collocators seeking to expand their collocated space should***
24 ***be allowed to use contiguous space where available. We***
25 ***further conclude that LECs should not be required to lease or***

1 **construct additional space to provide physical collocation to**
2 **interconnectors when existing space has been exhausted. We**
3 **find such a requirement unnecessary because Section 251 (c)**
4 **(6) allows incumbent LECs to provide virtual collocation where**
5 **physical collocation is not practical for technical reasons or**
6 **because of space limitations. Consistent with the requirement**
7 **and findings of the Expanded Interconnection proceeding, we**
8 **conclude that incumbent LECs should be required to take**
9 **collocator demand into account when renovating existing**
10 **facilities and constructing or leasing new facilities, just s they**
11 **consider demand for other services when undertaking such**
12 **projects. We find that this requirement is necessary in order**
13 **to ensure that sufficient collocation space will be available in**
14 **the future. We decline, however, to adopt a general rule**
15 **requiring LECs to file reports on the status and planned**
16 **increase and use of space. State commissions will determine**
17 **whether sufficient space is available for physical collocation,**
18 **and we conclude that they have authority under the 1996 Act**
19 **to require incumbent LECs to file such reports. We expect**
20 **individual state commissions to determine whether the filing**
21 **of such reports is warranted.** ⁵

22 In Section IV (F) "Ordering and preparation of Collocation Space," the Collocation
23 Agreement addresses this issue as follows:

24 ⁵ FCC 96-325, First Report and Order released August 8, 1996, paragraph 585, pages
25 289/290. Emphasis placed.

1 **Space Preparation. BellSouth shall prorate the costs of any**
2 **renovation or upgrade to central office space or support**
3 **mechanisms which is required to accommodate physical**
4 **collocation. Interconnector's pro rated share will be**
5 **calculated by multiplying such cost by a percentage equal to**
6 **the amount of square footage occupied by Interconnector**
7 **divided by the total central office square footage receiving**
8 **renovation or upgrade. For this section, support mechanisms**
9 **provided by BellSouth may include, but are not limited to,**
10 **heating/ventilation/air conditioning (HVAC) equipment, HVAC**
11 **duct work, cable support structure, fire wall(s), mechanical**
12 **upgrade, asbestos abatement, ground plane addition, or**
13 **separate ingress/egress construction.**

14 Thus Supra's Collocation Agreement delineates support mechanisms as
15 separate from the central office space, walls, roof, etc. However, Supra's
16 Collocation Agreement clearly provides for the upgrade of central office space.
17 In order to define "upgrade," it is useful to consider the plain meaning provided in
18 the Oxford Desk Dictionary, where the term is defined as:

19 **Upgrade: v. 1) Raise in rank, etc.; 2) improve (equipment,**
20 **etc.); 3) upward grade or slope; 4) improvement.**

21 Since only options 2 and 4 apply in this circumstance, it becomes necessary to
22 explore the meaning of the words "improve" and "improvement." Again from the
23 Oxford Desk Dictionary:

24 **Improve: v. 1) make or become better; 2) develop, e.g. real**
25 **estate.**

1 So an “upgrade” to the central office space is an “improvement” to the central
2 office space. An “improvement” to the central office space means to make or
3 become better in addition to develop, in a real estate context which is what we
4 are discussing here. Further, Oxford defines “develop” as:

5 ***Develop: v. 1a) make or become bigger, fuller, etc.; b) bring or***
6 ***come to an active, visible or mature state; 2) begin to exhibit***
7 ***or suffer from; 3a) build on (land); 3b) convert (land) to new***
8 ***use; 4) treat (film, etc.) to make the image visible.***

9 Meaning 1b clearly does not apply, nor do meanings 2 or 4 have relevance to
10 this wording. This phrase from the Collocation Agreement specifically refers to
11 make or become bigger, to build on, the BellSouth central office. This was
12 Supra’s understanding and interpretation of the language used in the Collocation
13 Agreement when it was signed. BellSouth has entered into a contractual
14 agreement with Supra to provide this space on a prorated cost basis in addition
15 to the various obligations imposed on it by the TA, the CFR and the FCC’s First
16 Report and Order. Thus, the Collocation Agreement between BellSouth and
17 Supra provides for renovations or additions to the central office to make space
18 available to permit physical collocation.

19

20 Q. HOW DO YOU RESPOND TO MR. THIERRY’S ANSWER TO THE
21 QUESTION “HOW DO YOU RESPOND TO ISSUE 4 REGARDING PHYSICAL
22 COLLOCATION PROVISIONING TIME FRAMES PURSUANT TO THE
23 AGREEMENT?”

24 A. I am encouraged to hear Mr. Thierry’s statement that “BellSouth uses its best
25 efforts to complete Supra’s collocation installations, and indeed all collocation

1 installations in Florida, as soon as possible and, when feasible, within the three
2 month interval prescribed in the Florida Commission's Order." This issue would
3 not have arisen, except that during the BellSouth/Supra joint interconnection
4 planning meetings, Supra was informed that this process would "take six to eight
5 months, for the first switch" of 17 switches. There was no clarification of how
6 much longer it would take to install 16 additional switches after the first was
7 installed.

8 Supra cannot conduct its business with these completely uncertain time
9 frames over which it has no control or expectation of even being able to
10 accurately estimate. Supra asks the Commission to determine what is
11 reasonable here as it has previously done. Three months is a reasonable time
12 frame for the provision of physical collocation. BellSouth must have the impetus
13 to complete these projects and only the Commission can provide this. Neither
14 Supra nor any ALEC can force or even substantially affect BellSouth's processes
15 or decisions. Supra desires that BellSouth employees work diligently to achieve
16 the three month time frame, and that time estimates start with three months, not
17 "six to eight" months.

18

19 **Q. MR. THIERRY MAKES SEVERAL STATEMENTS REGARDING THE TYPES**
20 **OF EQUIPMENT THAT SUPRA IS AUTHORIZED TO PLACE IN ITS PHYSICAL**
21 **COLLOCATION ARRANGEMENTS PURSUANT TO THE COLLOCATION**
22 **AGREEMENT. WILL YOU PLEASE COMMENT ON HIS STATEMENTS?**

23 **A. Mr. Thierry's response echoes the correspondence between Supra and**
24 **BellSouth on this issue.**

25 Section III (G) of the Collocation Agreement specifies that:

1 ***Personalty and its Removal. Subject to the requirements of***
2 ***this agreement, Interconnector may place or install in or on the***
3 ***collocation space such facilities and equipment, as it deems***
4 ***desirable for the conduct of business.***

5 Clearly, Supra has the right to install any equipment Supra deems desirable for
6 the conduct of business. All the equipment that was included in Supra's
7 application is contained in the BellSouth document "BSTEI-1-P". This is the form
8 used by ALECs to apply to BellSouth for physical collocation space. Once
9 BellSouth accepts the application, this document is used to execute a Firm Order
10 Commitment which is then submitted to BellSouth. A copy of the final page of
11 this document BSTEI-1-P is attached as exhibit DAN-RT1. On the final page of
12 this document, in section 17, BellSouth uses the word "arrangement," which has
13 been discussed in Mr. Ramos' rebuttal testimony. By using BellSouth's own
14 definition and usage of the word "arrangement", we conclude that if Supra is
15 providing telecommunications services within a BellSouth central office, 47 CFR
16 Section 51.100 (b) gives Supra the right to offer information services from the
17 same central office. Supra contends that this entire area of law was originally
18 defined to maintain a precise distinction between common carriers and
19 information service providers. The distinction was meant to limit the rights of
20 information service providers that are not common carriers and to stabilize the
21 revenues and tariffs that must be applied by all common carriers, but not by
22 information service providers. As such, BellSouth may be correct in applying this
23 distinction to an information service provider, but Supra is a common carrier and
24 fully entitled to the rights granted under 47 CFR Section 51.100 (b).

25

1 Q. IN HIS PREFILED TESTIMONY, MR. JAMES D. BLOOMER DISCUSSED
2 FACTORS THAT SHOULD BE CONSIDERED IN DETERMINING IF THERE IS
3 ADEQUATE SPACE FOR SUPRA IN THE NORTH DATE GOLDEN GLADES
4 AND WEST PALM BEACH GARDENS CENTRAL OFFICES. DO YOU AGREE
5 WITH HIS ANALYSIS AND CONCLUSION THAT THERE IS NO SPACE TO
6 ALLOW PHYSICAL COLLOCATION IN THOSE CENTRAL OFFICES FOR
7 SUPRA?

8 A. I do not agree with his analysis or his conclusion. Mr. Bloomer describes the
9 steps by which BellSouth determines if there is physical collocation space
10 available, as follows:

- 11 A. Determine Gross space
- 12 B. Subtract Unavailable space
- 13 C. Subtract Occupied space
- 14 D. Subtract space reserved for all future BellSouth uses. Then adjust
15 space available for various types of specialized installation
16 requirements.
- 17 E. Subtract Vacant/Unusable space
- 18 F. Determine if there is any space left for collocation.

19 While most of this procedure is fairly self-explanatory, the determination whether
20 collocation space is available is made as the last step. All possible future needs
21 of BellSouth, for an unspecified time in the future, are subtracted before the first
22 square foot is allocated for collocation. According to the Collocation Agreement
23 between BellSouth and Supra:

24 ***Interconnector must place operational telecommunications***
25 ***equipment in the collocation space and connect with***

1 **BellSouth's network within one hundred eighty (180) days after**
2 **the receipt of such notice.**

3 And

4 **If Interconnector fails to place operational telecommunications**
5 **equipment in the collocation space and the failure continues**
6 **for an additional thirty (30) days after receipt of written notice**
7 **from BellSouth, then in that event Interconnector's right to**
8 **occupy the collocation space terminates and BellSouth will**
9 **have no further obligations to Interconnector with respect to**
10 **said collocation space.**

11 Thus Mr. Bloomer's formula requires that all future needs of BellSouth be
12 subtracted from the available pool of space before the immediate needs of an
13 interconnector can be considered or approved. This practice is not consistent
14 with the Telecommunications Act of 1996 and 47 CFR Section 51.323 (f) (4) and,
15 even more significant, is totally within BellSouth's control. There is no attempt to
16 evaluate the space needs of BellSouth and Supra over the same time frame. In
17 our walk-through of the West Palm Beach Gardens Central Office, the office
18 foreman concluded that, at the current rate of growth, the expansion space
19 available for the tandem switch was approximately eight years. BellSouth is
20 reserving eight years of space while it is telling Supra that its immediate, six
21 months needs cannot be met. BellSouth does not contest that there is space
22 available for use in the future. BellSouth does not deny that the space
23 exhaustion BellSouth projected in 1993/1994 has not occurred. BellSouth does
24 not deny that there is several times MORE space available now than what
25 BellSouth claimed was available in 1993/1994 in spite of yearly growth.

1 However, BellSouth has adopted a policy that allows it to subtract space, up to
2 eight years' worth in the case of the West Palm Beach Gardens Central Office,
3 from the pool of available space BEFORE evaluating Supra's needs. Clearly,
4 BellSouth is reserving space for its own future use on terms more favorable than
5 those granted to Supra. This cannot be the intention of the Telecommunications
6 Act of 1996.

7 Q. ARE THERE ANY OTHER ISSUES REGARDING THE SPACE
8 ALLOCATION PROCESS MR. BLOOMER DESCRIBES?

9 A. Yes. At no point in the process is there any mention made of evaluating
10 surplus space. Surplus space would be that space where BellSouth currently
11 has installed equipment in the central office, but that equipment is no longer
12 being used to provide telecommunications services. In our first walk-through of
13 the North Dade Golden Glades central office, about six feet into the central office
14 I discovered that in a particular location there was a switch installed directly
15 behind a brand new switch. We were initially told that both switches were
16 currently in operation, but when Supra pressed BellSouth to show us at the
17 circuit breaker panel that the equipment was still in operation, the central office
18 foreman initially stated he did not know the location of the circuit breaker panel.
19 On further questioning the foreman revealed that the 25 frames of the older
20 switch had been removed from service, were unpowered, but would not be
21 removed from the central office for six months or more due to "paperwork
22 delays". Since 25 bays of unpowered, out of service equipment represents more
23 floor space than Supra has requested, this issue is very significant. If BellSouth
24 can be allowed to call unpowered, out of service "waiting for paperwork to
25 remove" equipment to be considered as occupied space, it is a great disservice

1 to Supra and all other interconnectors. Additionally Mr. Bloomer does not take
2 into consideration fragmented space. At no point in the process is the real world
3 issue of service disconnections taken into consideration. When new equipment
4 is installed, there is every attempt to wire the equipment for maximum density.
5 Over time the switch grows, but there have also been customers that have had
6 their service disconnected. At some point there are many frames of partially
7 used, fully populated equipment on the floor. At no point in the process does Mr.
8 Bloomer assess the floor space that might have been made available if the
9 switches were maintained in a more densely wired configuration. At no point
10 does BellSouth disclose the number of lines and trunks provisioned in these
11 central offices versus the actual number of lines and trunks in service. These
12 figures would be significant in evaluating the reliability of the BellSouth growth
13 figures previously challenged.

14

15 Q. DID MR. BLOOMER'S TESTIMONY ADDRESS THE QUESTION OF THE
16 APPROPRIATE AMOUNT OF ADMINISTRATIVE SPACE FOR BELL SOUTH
17 TO RESERVE FOR ITS OWN USE?

18 A. No. During the walk-through, Supra asked for an accounting of the square
19 footage allocated by BellSouth for administrative space. This request appeared
20 to have been agreed to at the walk-through. However, no BellSouth witness has
21 addressed this question. BellSouth's floor plans of these two central offices
22 properly indicate all administrative space as "occupied". BellSouth promised to
23 document the actual space reserved as "administrative space" for the purposes
24 of this hearing, but has failed to do so. BellSouth is using administrative space
25 designs that are inefficient and outdated. BellSouth is effectively "warehousing"

1 space for its own future use while eliminating the availability of this space for
2 physical collocation by ALECs or other telecommunications carriers. BellSouth
3 has reserved excessive space for its maintenance and administrative positions
4 as discussed in Supra's Witness Dillon's rebuttal testimony.

5

6 Q. ARE THE AVAILABLE SPACE FIGURES QUOTED BY MR. BLOOMER
7 ACCURATE?

8 A. No. Mr. Bloomer's testimony has overlooked a number of facts. In the North
9 Dade Golden Glades office, Mr. Bloomer states that there are 4,035 sq. ft. of
10 available space for switchroom, power, and HVAC space. However, Mr. Bloomer
11 failed to take into consideration an estimated 1,200 sq. ft. of space currently
12 unused in the power room. On his exhibit JDB-3, this space is shown as 2,901
13 sq. ft. occupied, but by my observations during the walk-through, there is still
14 1,200 sq. ft. available for power expansion within that space. Additionally, in the
15 West Palm Beach Gardens central office, Mr. Bloomer does not take into
16 consideration the turnaround space to be recovered by removing a portion of the
17 main distribution frame. While the exact space is not documented, I estimate this
18 space at 490 sq. ft. being removed from the 900 sq. ft. expansion requested from
19 the FCC in 1994. Also, in exhibit JDB-5, there are 416 sq. ft. marked as
20 occupied in the expansion area for the tandem switch. Corresponding to two
21 rows of bays, this figure is not consistent with what was witnessed during the
22 walk-through. At that time there was just one row of frames installed, and it was
23 represented by BellSouth's employee that the growth of the switch was seven
24 frames a year. At 14 frames per row, this additional space shown on the drawing
25 represents in excess of two years' growth on that switch since the first walk-

1 through. Accordingly, this represents a significant *inaccuracy* in Mr. Bloomer's
2 calculation of available space. I estimate there are 5,235 sq. ft. available in the
3 North Dade Golden Glades central office, and in excess of 3,687 sq. ft. available
4 in the West Palm Beach Gardens central office.

5

6 Q. MR. BLOOMER STATES, RELATIVE TO THE MIAMI DADE AND PALM
7 BEACH BUILDING CODES, THAT THE REQUIRED FIRE-RATED
8 CONSTRUCTION CANNOT BE BUILT INSIDE AN EQUIPMENT AREA. HE
9 FURTHER STATES THAT "IN REALITY YOU JUST CANNOT BUILD THE
10 WALL TO MEET THE CODE REQUIREMENT." HOW DO YOU RESPOND TO
11 THOSE STATEMENTS?

12 A. To read these two statements together, one would begin to believe that the
13 county governments have created such a restrictive code requirement that there
14 would be no possibility of ever collocating any Interconnector at any BellSouth
15 central office in either of these two counties. The reality is, of course, much
16 different. BellSouth has offered Supra collocation in the Palmetto central office.
17 Wholly contained within Miami Dade County, the collocation space offered Supra
18 *in the Palmetto central office was originally constructed for another*
19 Interconnector who declined to collocate after the space was constructed. In
20 fact, we were told, this is the last space of several such spaces currently
21 occupied by other Interconnectors. The space offered is caged by chain link
22 fence. There is no "full fire-rated wall from floor to ceiling" separating Supra's
23 space from those of other common carriers or BellSouth. Why BellSouth has
24 chosen to make the fire wall an issue in the two central offices in this case, where
25 it has not mentioned it in the remaining 15 offices, also mainly located in South

1 Florida municipalities, for which Supra has submitted Firm Order Commitments
2 with the required fees remains a mystery to Supra. If this is really an issue, and
3 not an attempt to block Supra's access to these offices, BellSouth could never
4 have offered to physically collocate Supra within a chain link fence enclosure
5 within Miami Dade County. In the North Dade Golden Glades central office, we
6 were shown an area where two companies would be collocating. This area is
7 clearly marked on Mr. Bloomer's exhibit JDB-3. There is not, and will not be, "full
8 fire rated walls floor to ceiling" installed for either of these collocators in the
9 North Dade Golden Glades central office. It appears that BellSouth is trying to
10 apply additional restrictions to Supra alone. Taking into consideration the Palm
11 Beach County requirements, on our walk-through we witnessed two collocations
12 in that office, one currently operational, and one being prepared for occupation.
13 In neither case was a "full fire rated wall from floor to ceiling" installed, or being
14 planned for installation. In fact, in reviewing the installation in the West Palm
15 Beach Gardens central office, it would appear that it would be impossible to ever
16 build such a wall around the collocations currently operational.

17

18 Q. IN MR. MAYES' PREFILED DIRECT TESTIMONY HE DESCRIBED THE
19 PROCESS THAT BELLSOUTH IS REQUIRED TO FOLLOW IN PROVIDING
20 SPACE FOR PHYSICAL COLLOCATION. WHAT CONCERNS DO YOU HAVE
21 REGARDING THIS PROCESS?

22 A. My primary concern is that there is no mention of oversight by BellSouth.
23 Once plans are taken to a municipal or county Building Department, there is no
24 mention of follow-up, status reporting or any other oversight activity by BellSouth.
25 Apparently an ALEC is simply expected to just wait for however long it takes. We

1 all know the old adage "The squeaky wheel gets the grease." Certainly some
2 form of project management and follow-up could be established by BellSouth that
3 would shorten the process.

4

5 Q. MR. MAYES STATES THAT THE PERMITTING INTERVAL SHOULD BE
6 EXCLUDED FROM THE PROVISIONING TIME FRAME. WHY IS THIS
7 OBJECTIONABLE TO SUPRA?

8 A. It is objectionable to Supra that the permitting process be excluded from the
9 provisioning time frame because it is an open loop situation that could easily be
10 better managed to provide shorter intervals. Mr. Mayes states "The permitting
11 process is beyond the control of BellSouth." While this may be partially true, it
12 implies that BellSouth is already doing everything it can to minimize the impact of
13 the permitting process. Nothing could be further from the truth. As I stated
14 above, there is no formal means documented here for oversight of the permitting
15 process. There is no plan by BellSouth for reducing these intervals. There is,
16 apparently, no plan in place to prevent a permit application from falling behind a
17 desk and being lost for months or years at a time. Supra has been so concerned
18 about this lack of oversight, we have made a formal request of the Physical
19 Collocation coordinator Nancy Nelson. Supra has requested to be included in
20 the permitting process by being notified as each permit is filed so that Supra may
21 follow-up with the municipalities on BellSouth's behalf to provide the missing
22 oversight ourselves. I was placed in contact with Mr. T. Wayne Mayes. Mr.
23 Mayes agreed to contact me directly whenever a permit is filed, specifying the
24 municipality involved, the contractor and the permit number so that Supra can
25 "track and or push these issues forward." What amazed me the most was that

1 the coordination between Supra and BellSouth regarding permits for central
2 offices in the State of Florida is being handled by BellSouth by an individual
3 working in an office in area code "502", in the State of Tennessee. One begins to
4 see part of the reason that BellSouth believes that the permitting process is
5 "beyond the control of BellSouth." It is apparent that BellSouth's position is that it
6 has no control over anything involved with permitting. However, anyone who has
7 ever had a new home or a renovation that he wished to have permitted is aware
8 that active participation and cooperation can make a difference in how long such
9 a process takes. BellSouth simply has no motivation in this situation; this is why
10 it is a very serious concern that the Commission provide the required motivation
11 since ALECs are powerless to do so.

12

13 Q. MR. MAYES DISCUSSES "MULTI-TENANT SPACE" AS AN OBSTACLE IN
14 OBTAINING BUILDING PERMITS. CAN YOU COMMENT ON THAT ISSUE?

15 A. Mr. Mayes stated in his direct testimony that:

16 ***In short, fire rated, floor-to-ceiling walls***
17 ***must separate the individual collocation***
18 ***enclosures from each other and from***
19 ***BellSouth.***

20 One major problem with this statement is that Supra has not requested an
21 "Individual collocation enclosure" as stated in Mr. Mayes' testimony. Supra has
22 requested open space in the central office for which no construction is requested.
23 Mr. Bloomer's testimony implied that all collocation required such construction, a
24 fact that is clearly not supported by the available evidence, or by a walk-through
25 of the central office. Since Mr. Mayes' testimony is more precise on this

1 requirement, and speaks clearly of the need for fire retardant walls between the
2 collocation enclosure and BellSouth, perhaps this issue can be resolved right
3 here. Supra is not requesting collocation in an enclosed space. Supra has
4 requested BellSouth to provide physical collocation in an unenclosed collocation
5 space. Therefore, no firewalls should be necessary. Supra should not be
6 required to submit to BellSouth requirements that BellSouth has not required of
7 past, current, and planned future collocation installations.

8

9 Q. MR. MAYES MAKES VARIOUS STATEMENTS REGARDING THE
10 REASONS THAT THE TIME INTERVAL CANNOT BE SHORTENED AND THE
11 DIFFICULTY OF CENTRAL OFFICE CONSTRUCTION. CAN YOU EXPLAIN
12 SUPRA'S CONCERNS REGARDING HIS TESTIMONY?

13 A. Mr. Mayes continues to discuss concepts such as demolition, construction,
14 partitions and dust circulation. To hear this analysis, one begins to imagine a
15 full-scale construction project. Perhaps Mr. Mayes has not even read Supra's
16 physical collocation application in order to assess the applicability of his
17 statements. Supra has not requested enclosed space. Supra has requested
18 open, existing space for collocation. During the first walk-through we
19 encountered a construction project in progress on the second floor of the North
20 Dade Golden Glades central office. This project is much more like what Supra
21 has requested than the process described by Mr. Mayes. In the construction
22 project in the North Dade Golden Glades central office, no **"partition made of**
23 **anti-static, fire retardant plastic was installed, floor to ceiling, around the**
24 **construction area."** Of course, this was a BellSouth construction project, not a

25

1 collocator project, but one assumes that the requirements for construction work
2 in a central office are the same regardless of whose project is involved.

3 There was no attempt to provide any separation between the in service
4 tandem and DS0 switches, and the bundles of frames, construction equipment,
5 spools of cable, and construction tools piled in the vacant space shown on the
6 second floor diagram identified as exhibit JDB-3. Supra is requesting the
7 *installation of the same brand of switch, installed by the same installation*
8 *personnel, in the same central office, in the same type of open space*
9 *arrangement. It is my opinion that BellSouth has tried to obfuscate the process*
10 *by discussing requirements for constructing space enclosures where none have*
11 *been requested. The very issue of the delay involved in construction of space*
12 *enclosures was a primary reason for Supra's decision to seek open rather than*
13 *enclosed space.*

14

15 Q. MR. MAYES TESTIFIED THAT THE BELLSOUTH EXPERIENCE IN
16 OBTAINING PERMITS RANGES FROM 35 TO 98 DAYS. WHAT
17 CONCLUSION SHOULD THE COMMISSION REACH AS A RESULT OF THIS
18 TESTIMONY?

19 A. This range shows a statistically high deviation from the low to high ranges of
20 the permitting process. BellSouth has several opportunities to minimize these
21 intervals. As I testified earlier, oversight of the process is missing, and BellSouth
22 needs to be ordered to perform the project management required to expedite the
23 permitting process. BellSouth also has within its sole control the permit
24 application process and its level of accuracy, including the documents that are
25 submitted, that determines whether applications are rejected or processed

1 smoothly. Since this process is potentially open to abuse, Supra requests the
2 Commission to direct that delays caused by errors in BellSouth permit
3 applications be the responsibility of BellSouth and not Supra's problem unless
4 BellSouth wishes to subcontract Supra to file these permits on BellSouth's
5 behalf. Supra requests the Commission to direct BellSouth to use due diligence
6 in preparing and submitting all plans and permits to government agencies to
7 reduce the time frames involved. Supra requests the Commission to direct
8 BellSouth to add the follow-up of intermediate stages of the permitting process to
9 project management, and to maintain close oversight of the permitting process to
10 minimize the time delays in this area. Additionally, Supra requests that the
11 Commission direct BellSouth to assure the accuracy of its assessment of specific
12 permitting and construction requirements to assure that Supra is not subjected to
13 unnecessary cost, delays, or the possibility of being excluded from collocation in
14 a given central office for invalid reasons. Supra requests that the Commission
15 order BellSouth to assign oversight of this process to a defined management
16 position which will have the responsibility to document and defend the various
17 extraneous requirements that BellSouth places upon Supra to both Supra and to
18 the Commission.

19

20 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

21 A. Yes.

22

23

24

25

**EXPANDED INTERCONNECTION APPLICATION
AND FIRM ORDER DOCUMENT**BSTEI-1-P
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3/9/98**16. TECHNICAL COMPLIANCE**

Applicant certifies that equipment is in compliance with the following industry standards:

- Criteria Level 1 requirements as outlined in the Bellcore Special Report SR-3580 Issue 1.
- Equipment design spatial requirements per GR-63-CORE, Section 2.
- Thermal heat dissipation per GR-63-CORE, Section 4, Criteria 77 - 79.
- Acoustic noise per GR-63-CORE, Section 4, Criterion 128.
- Applicable National Electric Code requirements.

I hereby certify that the equipment listed on page 2 in this document meet the industry standards for safety and compatibility. For equipment which is noncompliant, attached is documentation describing the equipment, including exceptions or deviations from the above standards.

Signature _____ Date _____

Print Name David A. Nilson Title VP System Design and
InterconnectionCompany SUPRA Telecom and Information Systems INC.**Use of Space in Central Offices**

From time to time BellSouth may require access to space occupied by collocator. BellSouth retains the right to access such space for the purpose of making equipment and building modifications, e.g., running, altering or removing racking; ducts; electrical wiring; HVAC; and cables. BellSouth will give reasonable notice to collocator when access to collocation space is required and collocator may elect to be present whenever BellSouth performs work in the collocation space. It is agreed that collocator will not bear any of the expense associated with this work.

17. Dates are negotiated during the Firm Order process. For planning purposes, you may indicate your

Desired **Space Acceptance** date: 6/24/1998 andDesired **Commencement** date: 7/24/1998 for this arrangement.

The **Space Acceptance** date will be the date that BellSouth's floor space and infrastructure construction are complete.

The **Commencement** date will be the date that the collocator's transmission and/or switch equipment are operational and ready for service. Notification of the commencement date should be provided by the collocator to BellSouth in writing.

18. BSTEI-1-P PREPARATION DATEInquiry/Application Preparation Date 5/16/1998Firm Order Preparation Date 8/24/1998Docket No. 980800-TP
Exhibit No. DAN-RT1
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