

ORIGINAL

RECEIVED-FPSC

Legal Department

NANCY B. WHITE
Assistant General Counsel-Florida

93 SEP 18 PM 4:33

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5558

RECORDS AND
REPORTING

September 18, 1998

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

Re: Docket No. 980800-TP (Supra Collocation)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Rebuttal Testimony of David Thierry, James D. Bloomer, Jerome Rubin, Guy J. Ream, 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.

RECEIVED & FILED

Sincerely,

[Signature]
FPSC-BUREAU OF RECORDS

Nancy B. White
Nancy B. White *(P/W)*

cc: All parties of record
A. M. Lombardo
R. G. Beatty
William J. Ellenberg II

- ACK
- AFA
- APP
- CAF
- CMU
- CTR
- EAG
- LEG
- LIN *5+ orig*
- OPC
- RCH
- SEC
- WAS
- OTH

Thierry
DOCUMENT NUMBER-DATE
10301 SEP 18 98
FPSC-RECORDS/REPORTING

Bloomer
DOCUMENT NUMBER-DATE
10302 SEP 18 98
FPSC-RECORDS/REPORTING

Rubin
DOCUMENT NUMBER-DATE
10309 SEP 18 98
FPSC-RECORDS/REPORTING

Milner
DOCUMENT NUMBER-DATE
10304 SEP 18 98
FPSC-RECORDS/REPORTING

Ream
DOCUMENT NUMBER-DATE
10303 SEP 18 98
FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE
Docket No. 980800-TP

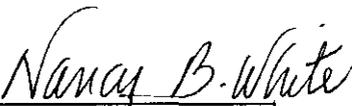
I HEREBY CERTIFY that a true and correct copy of the foregoing was served by
Federal Express this 18th day of September, 1998 to the following:

Beth Keating, Esq.
Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
(850) 413-6199

Suzanne Fannon Summerlin, Esq.
Supra Telecommunications and
Information Systems, Inc.
1311-B Paul Russell Rd., #201
Tallahassee, Florida 32301
Tel. No. (850) 656-2288
Fax. No. (850) 656-5589

Supra Telecommunications and
Information Systems, Inc.
2620 S.W. 27th Avenue
Miami, FL 33133
Tel. No. (305) 476-4220
Fax. No. (305) 476-4282

Amanda Grant
BellSouth Telecommunications, Inc.
Regulatory & External Affairs
675 West Peachtree Street, N.E.
Room 38L64
Atlanta, Georgia 30375



Nancy B. White (NW)

ORIGINAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

BELLSOUTH TELECOMMUNICATIONS, INC.
REBUTTAL TESTIMONY OF DAVID THIERRY
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET No. 980800-TP

SEPTEMBER 18, 1998

**Q. PLEASE STATE YOUR NAME, ADDRESS AND POSITION WITH
BELLSOUTH TELECOMMUNICATIONS, INC.**

**A. My name is David Thierry. My business address is 675 West Peachtree
Street, Atlanta, Georgia 30375. I am employed by BellSouth
Telecommunications, Inc. ("BellSouth" or "the Company") as Manager -
Interconnection Services Pricing.**

**Q. ARE YOU THE SAME DAVID THIERRY WHO FILED DIRECT
TESTIMONY IN THIS PROCEEDING?**

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

**A. The purpose of my testimony is to rebut the testimony of Olukayode A.
Ramos and David A. Nilson, witnesses for Supra Telecommunications
and Information Systems, Inc. ("Supra"). I will rebut their testimony**

1 relating to Issues 1, 3B, 3C, and 5 in this docket. As such, my testimony
2 will focus on BellSouth's requirement to provide for physical collocation
3 arrangements to Supra, pursuant to the terms and conditions of the
4 Collocation Agreement between BellSouth and Supra ("Agreement"),
5 specifically with regard to the North Dade Golden Glades and West Palm
6 Beach Gardens BellSouth Central Offices.

7
8 Q. ON PAGES 2 AND 3 OF HIS TESTIMONY, MR. RAMOS STATES THAT
9 SUPRA "GRUDGINGLY" SIGNED THE COLLOCATION AGREEMENT
10 WITH BELLSOUTH BECAUSE BELLSOUTH REPRESENTED THAT NO
11 CHANGES WOULD BE ALLOWED TO THE AGREEMENT. HOW DO
12 YOU RESPOND?

13
14 A. Mr. Ramos' statements do not reflect BellSouth's policy toward
15 negotiating physical collocation agreements. On July 16, 1997, BellSouth
16 sent Mr. Ramos a copy of the standard physical collocation agreement as
17 a starting point for our negotiations. I have attached a copy of the letter
18 BellSouth sent to Mr. Ramos with the standard collocation agreement as
19 Exhibit DT-3. The letter states in part that "BellSouth [is] pleased to enter
20 into negotiations with Supra ... with the intent of developing a mutually
21 acceptable agreement." The letter is dated Wednesday, July 16, 1997.
22 Mr. Ramos signed the Agreement on the following Monday (July 21,
23 1997). I am surprised that Mr. Ramos characterizes his signing the
24 Agreement as "grudgingly" when only two business days elapsed
25 between the day BellSouth sent the draft agreement to Supra and the day

1 Mr. Ramos signed it. I am further surprised that Mr. Ramos would have
2 so readily signed any agreement that contains language he so strongly
3 opposes.

4
5 **ISSUE 1: IS BELLSOUTH REQUIRED TO PROVIDE PHYSICAL**
6 **COLLOCATION IN THE GOLDEN GLADES AND WEST PALM BEACH**
7 **GARDENS CENTRAL OFFICES PURSUANT TO THE COLLOCATION**
8 **AGREEMENT BETWEEN BELLSOUTH AND SUPRA?**

9
10 Q: SUPRA'S WITNESSES STATE THAT, PURSUANT TO THE
11 AGREEMENT, BELLSOUTH IS REQUIRED TO PROVIDE PHYSICAL
12 COLLOCATION IN THE GOLDEN GLADES AND WEST PALM BEACH
13 CENTRAL OFFICES. THEY FURTHER STATE THAT BELLSOUTH HAS
14 NOT CONTESTED THIS ISSUE. HOW DO YOU RESPOND?

15
16 A. I disagree. As Mr. Bloomer's testimony discusses, BellSouth does not
17 have space available for physical collocation in the Golden Glades or
18 West Palm Beach Gardens central offices. BellSouth is, therefore, not
19 required to provide physical collocation space to Supra at either of these
20 locations. The terms and conditions of the Collocation Agreement are
21 limited to those instances where BellSouth has adequate space available
22 to provide physical collocation. There is no provision in the Agreement
23 that imposes an obligation on BellSouth to fulfill each and every request
24 for a physical collocation arrangement requested by Supra. The
25 Agreement specifically contemplates space being available. The

1 introductory provisions of the Agreement state the conditions under which
2 the agreement is entered into, specifically "Whereas, BellSouth has
3 space available in its Central Office(s) which Interconnector desires to
4 utilize." A copy of the Agreement is attached to my direct testimony as
5 Exhibit DT-1.

6
7 **ISSUE 3: IS THERE SUFFICIENT SPACE TO PERMIT PHYSICAL**
8 **COLLOCATION FOR SUPRA IN THE GOLDEN GLADES AND WEST**
9 **PALM BEACH GARDENS CENTRAL OFFICES?**

10 **B. IF NOT, WHAT OBLIGATION, IF ANY, DOES BELLSOUTH**
11 **HAVE UNDER THE COLLOCATION AGREEMENT TO MAKE**
12 **SPACE AVAILABLE AT THESE TWO CENTRAL OFFICES TO**
13 **PERMIT PHYSICAL COLLOCATION BY SUPRA?**

14 **C. IF THERE IS AN OBLIGATION TO MAKE SPACE AVAILABLE**
15 **TO SUPRA, HOW SHOULD THE COSTS BE ALLOCATED?**

16
17 **Q. SUPRA WITNESSES, MR. RAMOS AND MR. NILSON, STATE THAT**
18 **BELLSOUTH SHOULD MAKE SPACE AVAILABLE FOR PHYSICAL**
19 **COLLOCATION IN NORTH DADE GOLDEN GLADES AND WEST PALM**
20 **BEACH GARDENS CENTRAL OFFICES EVEN THOUGH BELLSOUTH**
21 **HAS DEMONSTRATED THAT NO SUCH SPACE EXISTS. HOW DO**
22 **YOU RESPOND?**

23
24 **A. I disagree. As stated above, Mr. Bloomer's testimony establishes that**
25 **BellSouth does not have adequate space available to provide physical**

1 collocation at these central offices. BellSouth is not obligated under the
2 Agreement to renovate or add to a central office to accommodate Supra's
3 request for physical collocation where space for physical collocation is not
4 available. While Section IV.F of the Agreement speaks to renovation or
5 upgrade of Central Office space or support mechanisms to provide
6 physical collocation, this section is applicable only to those Central
7 Offices that have space available to accommodate the placement of
8 collocated equipment in a BellSouth Central Office by a party that is not
9 BellSouth. As I stated in my direct testimony, the Agreement is in
10 compliance with the FCC's First Report and Order on the issue of
11 renovation or construction of additional space:

12 ¶ 585: "We [FCC] further conclude that LECs should not be
13 required to lease or construct additional space to provide physical
14 collocation to interconnectors when existing space has been
15 exhausted."

16
17 Q. ISSUE 3(C) IS CONCERNED WITH HOW COSTS SHOULD BE
18 ALLOCATED IF BELLSOUTH WERE OBLIGATED UNDER THE
19 AGREEMENT TO MAKE SPACE AVAILABLE TO SUPRA IN CENTRAL
20 OFFICES WHERE NO SUCH SPACE EXISTS. SUPRA CONTENDS
21 THAT BELLSOUTH SHOULD MAKE SPACE AVAILABLE AND
22 ALLOCATE THE COSTS AS RECOMMENDED BY THE FLORIDA
23 PUBLIC SERVICE COMMISSION IN THEIR FINAL ORDERS ON THE
24 FLORIDA PUBLIC SERVICE COMMISSION DOCKETS 960757-TP,
25 960833-TP, 960846-TP. HOW DO YOU RESPOND?

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A. As stated above, BellSouth has no obligation under the Agreement to provide space for physical collocation arrangements where no such space is available. Therefore, the question of cost allocation is not relevant. However, in those central offices where space for physical collocation is available, BellSouth will provide physical collocation to Supra at either the Regional rates listed in the Agreement, or work with Supra to amend the Agreement to provide physical collocation in Florida at Florida specific rates.

ISSUE 4: IN WHAT TIME FRAME IS BELLSOUTH REQUIRED TO PROVIDE PHYSICAL COLLOCATION TO SUPRA PURSUANT TO THE COLLOCATION AGREEMENT?

Q. IN THEIR TESTIMONY, SUPRA WITNESSES MR. RAMOS AND MR. NILSON STATE THAT BELLSOUTH IS REQUIRED BY THE AGREEMENT TO PROVIDE PHYSICAL COLLOCATION TO SUPRA WITHIN THREE (3) MONTHS, AS MANDATED BY THE FLORIDA PUBLIC SERVICE COMMISSION. HOW DO YOU RESPOND?

A. BellSouth is only bound by the Agreement to "make reasonable efforts to provide for occupancy of the collocation space on the negotiated date and will advise Interconnector of delays" (Section IV.F of Exhibit DT-1). As cited by Supra's witnesses Mr. Ramos and Mr. Nilson, the Florida Public Service Commission issued guidelines regarding the time frames

1 BellSouth should provide physical collocation space in Florida (Order No.
2 PSC-96-1579-FOFTP, issued December 31, 1996). What Mr. Ramos and
3 Mr. Nilson do not recognize is that the Florida Public Service Commission
4 further clarified this Order on April 27, 1998 (Order No. PSC-98-0595-
5 PCO-TP):

6 "As stated in the Order, the parties may reach an agreement as to
7 the time for a particular request. The purpose of the three month
8 time frame is to serve as a guideline of what we consider
9 reasonable. We find that our Order is clear as to our intent that the
10 parties to a request for collocation would attempt to resolve any
11 problems with that time frame on a case by case basis, and would
12 only come to us if they were unable to resolve their problems."

13
14 BellSouth is operating within the parameters of the Florida Public Service
15 Commission's guidelines by negotiating time periods on a per request
16 basis. Furthermore, as I stated in my direct testimony, the Commission's
17 Order was an arbitration order between parties that did not include Supra.
18 However, BellSouth uses the Commission's Order as a guideline when
19 providing physical collocation space to all collocators in Florida, including
20 Supra. BellSouth will use best efforts to complete Supra's physical
21 collocation installations in Florida as soon as possible and, when feasible,
22 within the three month interval outlined in the Commission's Order. There
23 are, however, circumstances over which BellSouth has no control. This is
24 discussed in Mr. Mayes' direct testimony.

25

1 Q: IN HIS TESTIMONY, MR. RAMOS CLAIMS BELLSOUTH HAS NOT
2 DEMONSTRATED TO SUPRA WHY ADDITIONAL TIME IS NECESSARY
3 IN THE COMPLETION OF SUPRA'S COLLOCATION ARRANGEMENTS.
4 HOW DO YOU RESPOND?

5
6 A. I disagree with Mr. Ramos. In his statement, I assume Mr. Ramos is
7 referring to the Florida Public Service Commission's requirement from its
8 Order PSC-96-1579-FOF-TP which states, in part:

9 "If [the parties] cannot agree to the required time for a particular
10 request, BellSouth must demonstrate why additional time is
11 necessary."

12 and, as referenced above from Florida Public Service Commission Order
13 No. PSC-98-0595-PCO-TP:

14 "We find that our Order [PSC-96-1579-FOF-TP] is clear as to our
15 intent that the parties to a request for collocation would attempt to
16 resolve any problems with that time frame on a case by case basis,
17 and would only come to us if they were unable to resolve their
18 problems."

19
20 When BellSouth receives an application for physical collocation, it
21 provides to the requestor a written physical collocation application
22 response which includes estimated provisioning intervals for planning
23 purposes. When BellSouth receives a Bona Fide Firm Order, it
24 negotiates the actual provisioning time frame for each physical collocation
25 request. At the time of the joint issue identification meeting, Supra had

1 not provided Bona Fide Firm Orders for physical collocation in Florida to
2 BellSouth. BellSouth had, therefore, not made any commitments as to the
3 time required to complete work for Supra's requests. Thus, Mr. Ramos'
4 claims are baseless.

5
6 **ISSUE 5: PURSUANT TO THE COLLOCATION AGREEMENT, WHAT**
7 **TELECOMMUNICATIONS EQUIPMENT CAN BE AND WHAT**
8 **TELECOMMUNICATIONS EQUIPMENT CANNOT BE PHYSICALLY**
9 **COLLOCATED BY SUPRA IN BELLSOUTH'S CENTRAL OFFICES?**

10
11 Q. SUPRA'S WITNESS MR. RAMOS STATES THAT "BELLSOUTH HAS NO
12 RIGHT WHATSOEVER TO LIMIT THE TYPE OF EQUIPMENT THAT
13 SUPRA CAN COLLOCATE IN BELLSOUTH'S CENTRAL OFFICES..."
14 HOW DO YOU RESPOND?

15
16 A. I disagree. Mr. Ramos cites in his testimony Section III.A of the
17 Agreement, which states in part:

18 **"Nature of Use. BellSouth shall permit Interconnector [Supra] to**
19 **place, maintain and operate in the Collocation Space any**
20 **equipment that Interconnector is authorized by BellSouth and by**
21 **Federal or State regulators to place, maintain and operate in**
22 **collocation space and that is used by Interconnector to provide**
23 **services which Interconnector has the legal authority to provide."**

1 The Agreement clearly states the equipment Supra is permitted to place
2 in a physical collocation space is limited not only by Federal and State
3 regulators, but by BellSouth policy, as well. As I stated in my direct
4 testimony, BellSouth permits the placement of equipment in physical
5 collocation arrangements where such equipment is utilized for the
6 purposes of providing telecommunications services through
7 interconnection or through access to unbundled network elements. Mr.
8 Milner's direct testimony further addresses BellSouth's policy by stating,
9 in part, "Where [the] equipment can also provide information services, the
10 telecommunications carrier may offer information services through the
11 same arrangement, so long as it is also offering telecommunications
12 services through the same arrangement. ... BellSouth [does] not permit
13 the collocation of equipment that will be used only to provide enhanced
14 services or information services" (Page 11).

15
16 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

17
18 A. Yes.

July 16, 1997

Mr. Kay Ramos
Supra Telecommunications and Information Systems
269 Giralda Avenue, Suite 203
Coral Gables, FL 33134

Dear Mr. Ramos:

Thank you for your request to begin negotiations with BellSouth for Physical Collocation. BellSouth would be pleased to enter into negotiations with Supra Telecommunications and Information Systems with the intent of developing a mutually acceptable agreement. BellSouth is currently negotiating with several companies in this regard, and has successfully negotiated agreements with many carriers.

I am enclosing for your review a copy of the standard Physical Collocation contract used in negotiations.

Please call me at 404-927-7596 if you have questions relative to the enclosed documents or to schedule an initial meeting to discuss the scope of the negotiations.

Sincerely,

Gregory D. Beck
Manager, Interconnection Services

cc: Jerry Hendrix, Director