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BELLSOUTH TELECOMMUNICATIONS, INC.  
DIRECT TESTIMONY OF PAMELA A. TIPTON  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NOs ~~98155-TP~~ and ~~98154-TP~~  
FEBRUARY 12, 1999

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

A. My name is Pamela A. Tipton. I am currently Manager, Interconnection Services, BellSouth Telecommunications. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE GIVE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND EXPERIENCE.

A. My education includes a Bachelor of Arts in Economics from Agnes Scott College, Decatur Georgia in June of 1986 and a Master's Certification in Project Management from George Washington University School of Business and Public Management in August of 1996. My professional career spans over 10 years and includes experience in interdepartmental operations procedures development, operations center planning, project implementation, product development, and contract negotiations. I have extensive experience

1 with dedicated access services, including over four years of experience  
2 with BellSouth's collocation offerings.

3

4 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

5

6 A. My testimony provides BellSouth's position on a number of collocation  
7 issues raised by e.spire Communications, Inc. ("e.spire") and Intermedia  
8 Communications, Inc. ("ICI") in their Petitions for Arbitration filed with  
9 the Florida Public Service Commission ("Commission") on November  
10 25, 1998 and November 19, 1998, respectively. Specifically, I respond  
11 to the following issues: A7, A8, A9(A), A9(B), and A10. Both e.spire  
12 and Intermedia have raised other issues relating to collocation which  
13 the parties have agreed to settle. My testimony does not address  
14 these issues.

15

16

17 *Issue: What should be the rates, terms and conditions for physical*  
18 *collocation? [Issue A7]*

19

20 Q: SHOULD E.SPIRE BE REQUIRED TO UTILIZE A BELLSOUTH-  
21 CERTIFIED VENDOR FOR PURPOSES OF INSTALLATION,  
22 PROVISIONING AND MAINTENANCE WORK IN ITS OWN  
23 COLLOCATION SPACE? [E.SPIRE ATT 4-3]

24

25

1 A. BellSouth requires the use of BellSouth certified vendors to perform  
2 engineering and installation work in both physical and virtual collocation  
3 in order to protect its own, as well as other interconnectors' network  
4 security, safety and reliability. BellSouth utilizes BellSouth-certified  
5 vendors when installing equipment for itself. Once installed, e.s.pire  
6 may perform its own provisioning and maintenance work within the  
7 physical collocation arrangements.

8  
9 BellSouth maintains a non-discriminatory program to certify third party  
10 vendors to perform work for both BellSouth and for ALECs in  
11 collocation space. An ALEC desiring to perform its own engineering  
12 and installation work could indeed apply for certification through  
13 BellSouth's non-discriminatory certification process. Since the parties  
14 arrange directly with their selected certified vendor, BellSouth has no  
15 reason to believe ALECs would be required to pay a premium to these  
16 vendors. Indeed BellSouth permits ALECs to arrange directly with  
17 BellSouth certified vendors and/or contractors in both the engineering  
18 and installation of equipment as well as the design and construction of  
19 the arrangement enclosure where such work is performed in  
20 accordance with BellSouth specifications. BellSouth leases virtual  
21 collocation equipment from the collocator for the sum of \$1.00 and  
22 assumes the responsibility for performing maintenance of virtual  
23 collocation arrangements at the direction of the ALEC.

24  
25

1 Q. SHOULD E.SPIRE / INTERMEDIA BE REQUIRED TO PAY  
2 BELLSOUTH FOR A SECURITY ESCORT AND/OR THE  
3 INSTALLATION OF SECURITY CAMERAS OR COMPUTERIZED  
4 TRACKING SYSTEMS TO MONITOR E.SPIRE EMPLOYEES AND  
5 VENDORS WHEN ACCESSING OR WORKING IN THE E.SPIRE  
6 COLLOCATION SPACE? (I| INTERMEDIA ATT4-4, E.SPIRE 4(A-4))  
7

8 A. BellSouth believes e.spire should be required to pay their reasonable  
9 share of the security cost at BellSouth facilities. Under section 47 CFR  
10 §51.323, BellSouth is permitted to impose reasonable security  
11 arrangements in connection with physical collocation. The need for  
12 adequate security in any business work place hardly needs justification  
13 in our present society. BellSouth believes that its communications  
14 facilities and those of its competitors require a very high level of  
15 security to adequately protect critical equipment and to ensure privacy  
16 of communications. Nonetheless, BellSouth's intention is to make its  
17 security measures as unobtrusive as possible.

18  
19 BellSouth has not taken any unreasonable or extraordinary measures  
20 to secure its premises or monitor the activity of collocated carriers. In  
21 fact, many of our ALEC customers have requested BellSouth  
22 implement more stringent security measures, such as security access  
23 card reader systems in offices currently secured by key locks.

24 BellSouth pro-rates the cost to construct and secure collocation space  
25

1           **within the central office according to the amount of space assigned to**  
2           **the collocator.**

3

4           **While BellSouth's goal is to adapt its central offices such that separate**  
5           **and secured entrances are available for use by personnel of physically**  
6           **collocated carriers, this is not feasible in all cases. Where a building**  
7           **cannot be or has not yet been reconfigured to permit the desired**  
8           **separate entrance, security escorts are provided to accompany non-**  
9           **BellSouth personnel to the equipment spaces of collocated carriers.**  
10          **BellSouth does not require security escorts to accompany BellSouth-**  
11          **certified vendors when performing scheduled work within the central**  
12          **office.**

13

14 **Q.    SHOULD BELLSOUTH BE PERMITTED TO ESTABLISH INTERVALS**  
15 **OF 120 DAYS (PLUS TIME FOR OBTAINING GOVERNMENT**  
16 **PERMITS) UNDER "ORDINARY" CONDITIONS AND 180 DAYS**  
17 **(PLUS TIME FOR OBTAINING GOVERNMENT PERMITS) UNDER**  
18 **"EXTRAORDINARY" CONDITIONS, FOR CONSTRUCTION OF**  
19 **ENCLOSED COLLOCATION CAGES? [E.SPIRE ATT4-5]**

20

21 **A.    BellSouth has performed a thorough analysis of its processes,**  
22 **including the use of project management software to assist in**  
23 **establishing precedent tasks, the project critical path, and tasks that**  
24 **can be simultaneously performed. BellSouth believes its processes are**  
25 **efficient and ensure first come, first served, non-discriminatory access**

1 to physical collocation space. BellSouth negotiates the specific interval  
2 for a particular request on an individual case basis, completing the  
3 provisioning activities as soon as possible and using the three-month  
4 guideline established by this Commission. Further, BellSouth has  
5 committed to intervals for all activities which are within its control.  
6 Although BellSouth diligently pursues the filing of building permits, the  
7 time interval required for governmental review and approval of the  
8 permit request are neither predictable nor within BellSouth's control.  
9 Therefore, BellSouth does not include the time required to secure the  
10 required permits in its interval commitment.

11

12 Q. SHOULD E.SPIRE BE ALLOWED TO ORDER "CAGED"  
13 COLLOCATION SPACE OF ANY SIZE WITH NO MINIMUM SPACE  
14 REQUIREMENT? [E.SPIRE ATT4-8]

15

16 A. To the extent local building codes require an enclosure constructed of  
17 materials other than wire mesh/welded wire, BellSouth cannot provision  
18 the enclosure in increments smaller than 100 square feet due to heat  
19 dissipation and ventilation requirements. Without proper air circulation  
20 and ventilation to handle the equipment heat dissipation, the  
21 arrangement will overheat and cause equipment failure, causing the  
22 ALEC's customers to lose service.

23

24

25

1 Q. WHAT FACTOR SHOULD BE APPLIED TO THE SQUARE FOOTAGE  
2 OF SPACE LEASED BY E.SPIRE TO COMPENSATE BELLSOUTH  
3 FOR USE OF THE COMMON AREA? [E.SPIRE ATT4-10,  
4 INTERMEDIA 4(C)]

5  
6 A. BellSouth utilizes a 2.5 factor that it applies only to unenclosed  
7 arrangements to allocate the portion of the common area to the  
8 collocator for dedicated aisle space in front of and behind the  
9 collocator's unenclosed equipment arrangement. This aisle space is  
10 necessary for accessing, maintaining and provisioning the collocated  
11 equipment. Specifically, the 2.5 factor allows BellSouth to recover its  
12 cost for the use of one-half of the industry standard wiring and  
13 maintenance aisle space when an arrangement is unenclosed.

14  
15 Q. HOW IS THIS 2.5 FACTOR USED?

16  
17 A. The 2.5 factor is used to calculate the monthly recurring charges for  
18 floor space assigned to the collocator. BellSouth applies the factor to  
19 the total shadow print of the racks placed in unenclosed arrangements  
20 only. (The "shadow print" of the arrangement is the footprint of the  
21 racks plus any forward or rear equipment overhang, since many  
22 equipment models do not fit flush with the racking structure.) BellSouth  
23 does not apply this factor to enclosed arrangements. With enclosed  
24 physical collocation, the collocator pays for the area enclosed, which,  
25

1 by default, includes the wiring and maintenance aisle space necessary  
2 to access the forward and rear of each equipment rack.

3

4 Q. HOW WAS THE 2.5 FACTOR DERIVED?

5

6 A. With unenclosed arrangements, the 2.5 factor assigns to the collocator  
7 one half of the industry standard forward aisle and one half of the  
8 industry standard rear wiring aisle space. The factor does not account  
9 for space at the sides of each rack, since BellSouth assumes racks  
10 would be placed in a traditional line-up configuration.

11

12 The industry standard for the forward maintenance aisle is 36" wide  
13 and the industry standard for the rear wiring aisle is 24" wide. Let's say,  
14 for example, that a collocator installs one rack, 26" wide by 12" deep, in  
15 unenclosed space. The collocator's share of aisle space is calculated  
16 by taking  $\frac{1}{2}$  of the forward aisle width times the width of the equipment  
17 bay plus  $\frac{1}{2}$  the rear aisle width times the width of the equipment bay.  
18 This calculation is the sum of the aisle area assigned to the unenclosed  
19 arrangement, as follows:

20

21 Forward aisle:  $[36" \times (50\%) \times 26" \text{ rack width}] = 468 \text{ sq in}$   
22 Rear aisle:  $[24" \times (50\%) \times 26" \text{ rack width}] = 312 \text{ sq in}$   
23 Total aisle space allocation = 780 sq in

24

25



1 For simplicity, this example assumes the shadow print of the  
2 arrangement is equal to the rack footprint, or  $26" \times 12" = 312$  sq in.  
3 When applied to the shadow print of the rack(s), BellSouth's 2.5 factor  
4 derives exactly 50% of the standard aisle space:

5

6 Rack shadow print of 312 sq in x 2.5 factor = 780 sq in

7

8 Comparing the total aisle space allocation calculated in the first  
9 equations to the aisle space calculated using the 2.5 factor immediately  
10 above, demonstrates that BellSouth's 2.5 factor correctly allocates that  
11 portion of the common area designated as aisle space for an  
12 unenclosed arrangement. The total amount of space assigned to the  
13 collocator would be the shadow print (312 square inches) plus the 2.5  
14 factor times the shadow print (780 square inches), which yields 1092  
15 square inches ( $312" + 780"$ ), or 7.5 square feet.

16

17 Q. SHOULD BELLSOUTH CHARGE FOR POWER BASED ON THE  
18 FUSED CAPACITY ASSIGNMENT ON BELLSOUTH'S POWER  
19 DISTRIBUTION FRAME OR THE AMOUNT OF POWER USED BY  
20 INTERMEDIA'S PHYSICAL COLLOCATION ARRANGEMENT?  
21 [INTERMEDIA 4(A-4)]

22

23 A. BellSouth contends that the appropriate method to recover the cost to  
24 provision power is to base the monthly recurring charge on the fused  
25 capacity. BellSouth sizes the power plant capacity that serves

1 collocation based on the equipment power requirement specified in the  
2 ALEC's collocation application document. Electrical Engineering  
3 standards require that -48V DC power distribution cables and their  
4 associated protection devices (breakers or fuses) be sized based upon  
5 the anticipated peak drain of the served equipment. These standards  
6 require that the breakers and fuse positions for power feeders must  
7 exceed the actual drain (or expected consumption) by 25% for  
8 breakers and 50% for fuse positions. For example, power distribution  
9 cables engineered to deliver a peak load of 40 amps must be protected  
10 with a 60-amp fuse. Therefore, if an arrangement will consume 40  
11 amps of power, BellSouth is required to provide a fuse capacity of 60  
12 amps on its distribution frame. Consequently, BellSouth must also  
13 allocate 60 amps of power plant capacity to that arrangement in order  
14 to be in compliance with Electrical Engineering standards.

15  
16 The per-amp power rate utilized by BellSouth was computed to take  
17 into account the above protection device sizing requirements. In other  
18 words, billing for power delivered by a power distribution circuit  
19 protected with a 60 amp fuse is factored based upon BellSouth's costs  
20 to actually provide 40 amps of -48V DC power, which is the expected  
21 maximum power delivered to the collocated equipment.

22  
23 Q. SHOULD BELLSOUTH BE PROHIBITED FROM PLACING  
24 RESTRICTIONS ON THE NUMBER OF COLLOCATION REQUESTS

25

1 THAT CAN BE SUBMITTED WITHIN A SPECIFIED TIME PERIOD?

2 E.SPIRE [INTERMEDIA 4(A-4)]

3

4 A. BellSouth does not restrict the number of requests that may be  
5 submitted by an ALEC within a given time period.

6

7

8 *Issue: What should be the rates, terms and conditions for virtual*  
9 *collocation? [Issue A8]*

10

11 Q. SHOULD BELLSOUTH BE REQUIRED TO CREDIT  
12 NONRECURRING CHARGES (NRCS) PAID BY E.SPIRE FOR  
13 ESTABLISHING VIRTUAL COLLOCATION WHEN PHYSICAL  
14 COLLOCATION SPACE WAS ORIGINALLY UNAVAILABLE BUT  
15 SUBSEQUENTLY BECOMES AVAILABLE? [E.SPIRE ATT4-9]

16

17 A. BellSouth has agreed to credit nonrecurring charges paid for  
18 establishing virtual collocation when space for physical collocation  
19 becomes available within 180 days of e.spire's firm order for virtual  
20 collocation, provided that the parties had recently applied for and been  
21 denied physical collocation for the requested location.

22

23

24 Q. SHOULD BELLSOUTH BE REQUIRED TO PERMIT BELLSOUTH-  
25 APPROVED CONTRACTORS TO PERFORM UNE COMBINATIONS

- 1       **WITHIN VIRTUAL COLLOCATION ARRANGEMENTS. [INTERMEDIA**  
2       **4(D)]**  
3  
4   **A.   BellSouth permits the BellSouth-approved vendor that engineers and**  
5       **installs the virtual collocation equipment to perform pre-provisioning of**  
6       **cross-connect for UNE combinations at the time of equipment**  
7       **installation.**  
8  
9   **Q.   SHOULD BELLSOUTH BE ALLOWED TO REQUIRE THE USE OF A**  
10       **SECURITY ESCORT WHEN THE BELLSOUTH-CERTIFIED VENDOR**  
11       **IS PERFORMING PROVISIONING, INSTALLATION, MAINTENANCE**  
12       **OR REPAIR. [INTERMEDIA 4(D)]**  
13  
14   **A.   BellSouth does not require the use of security escorts for BellSouth-**  
15       **certified vendors performing scheduled installation, maintenance or**  
16       **repair activities.**  
17  
18   **Q.   SHOULD BELLSOUTH BE PROHIBITED FROM REQUIRING**  
19       **INTERMEDIA TO ASSIGN TO BELLSOUTH TITLE TO ITS**  
20       **VIRTUALLY COLLOCATED EQUIPMENT? [INTERMEDIA 4(D)]**  
21  
22   **A.   BellSouth offers Virtual Collocation per the terms contained in**  
23       **BellSouth's FCC #1 Access Services Tariff and the Florida Dedicated**  
24       **Access (E) Tariff. BellSouth does not require virtually collocated**  
25

1           ALECs to assign title of their virtually collocated equipment to  
2           BellSouth.

3  
4

5 **Issue: Should BellSouth be required to provide the following collocation**  
6 **arrangement? if so, what should be the rates, terms and**  
7 **conditions? [Issue 9]**

8           **A. Shared cages collocation**

9           **B. Cageless collocation**

10          **C. Remote Terminal**

11          **D. Adjacent collocation**

12

13 **Q. SHOULD BELLSOUTH BE REQUIRED TO PROVIDE SHARED**  
14 **COLLOCATION SPACE? [E.SPIRE 4(A-1)]**

15

16 **A. BellSouth has offered to negotiate a shared cage collocation**  
17 **arrangement for central offices where space for physical collocation**  
18 **has been exhausted. When physical collocation is not available due to**  
19 **space limitations, BellSouth has agreed to poll existing collocators to**  
20 **determine if an existing collocator would forfeit the use of a portion of**  
21 **their space in order to share the space with a requesting carrier. If the**  
22 **existing collocator agrees to forfeit the use of space, BellSouth will**  
23 **administer the sharing of space and the billing of charges associated**  
24 **with the shared space accordingly.**

25

1 Q. WHAT RATES, TERMS AND CONDITIONS SHOULD APPLY TO THE  
2 SHARED SPACE ARRANGEMENTS?

3

4 A. BellSouth believes the rates, terms and conditions for physical  
5 collocation negotiated between the parties should also apply to shared  
6 space arrangements. In the event an existing collocator agrees to  
7 share a portion of their space with another ALEC when space has  
8 become exhausted, BellSouth will reimburse the existing collocator a  
9 pro-rated share of the applicable non-recurring fees paid (e.g. space  
10 preparation fee and enclosure construction fee) based upon the  
11 amount of space forfeited. BellSouth will, in turn, bill these pro-rated  
12 charges to the ALEC sharing the space. Similarly, BellSouth will adjust  
13 the monthly recurring charges for the existing collocator on a going  
14 forward basis beginning with the date the existing collocator forfeits the  
15 agreed upon space. BellSouth must adhere to local building code  
16 requirements regarding the separation between individual tenants.  
17 Where local building code requires a separation between tenants,  
18 BellSouth will bill the charges associated with constructing such  
19 separation to the new ALEC sharing the space as a part of the space  
20 preparation fee.

21

22 Q. SHOULD E.SPIRE / INTERMEDIA BE PERMITTED TO SUBLEASE  
23 ITS EXISTING AND FUTURE PHYSICAL COLLOCATION SPACE TO  
24 THIRD PARTY TELECOMMUNICATIONS CARRIERS? [INTERMEDIA  
25 ATT4-1(A) AND (B), E.SPIRE 4(A-1)]

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A. BellSouth opposes e.spire and Intermedia's proposal to allow ALECs to sublease a portion of their existing or future physical collocation space. BellSouth has an obligation to provide physical collocation space in a non-discriminatory manner to any requesting telecommunications service provider on a first come, first served basis. BellSouth does not permit subleasing in order to ensure all carriers have first come, first served access to available space and to prevent carriers from requesting large amounts of space, subleasing portions of the space to carriers of their choosing, and profiting from the sublease of space to a third party.

As stated previously, BellSouth is willing to permit e.spire and Intermedia to share collocation space with another ALEC when space has become exhausted in the central office in which either party seeks to physically collocate. In such cases, BellSouth will poll existing collocators and determine if any will share a portion of their collocation space. If an existing collocator agrees, BellSouth will then agree to handle the administrative functions associated with implementing the sharing arrangement. To the extent ALECs desire space in increments smaller than 100 square feet, the parties may avail themselves of unenclosed physical collocation. Equipment security can be ensured through the use of lockable cabinets.

1 Q. SHOULD BELLSOUTH BE REQUIRED TO OFFER CAGELESS  
2 COLLOCATION?

3

4 A. BellSouth offers cageless collocation as unenclosed arrangements  
5 located within the area designated for physical collocation in its central  
6 offices.

7

8 Q. WHAT ARE THE RATES, TERMS, AND CONDITIONS FOR  
9 CAGELESS COLLOCATION THAT SHOULD BE INCORPORATED  
10 INTO THE PARTY'S AGREEMENT? [INTERMEDIA 4(A-3)

11

12 A. BellSouth believes the terms, conditions and prices that apply to  
13 enclosed physical collocation also should apply to cageless, or  
14 unenclosed collocation, with the exception of the enclosure  
15 construction fee and the methodology for assignment of floor space.

16

17 BellSouth defines cageless collocation as non-enclosed or unenclosed  
18 space. Where local building code permits the placement of unenclosed  
19 arrangements, these unenclosed arrangements will be located in the  
20 area designated for physical collocation within the BellSouth premises,  
21 commonly called the "common area". Upon receipt of an initial request  
22 for physical collocation space at a BellSouth premises, BellSouth  
23 constructs a common area for physical collocation which is separated  
24 from BellSouth's equipment areas. A collocator may designate a  
25 specific amount of unenclosed space, given that such designation is



1       adequate to accommodate the requested equipment installation per  
2       industry standards. Alternatively, if a square footage amount is not  
3       designated, floor space will be assigned to accommodate for wiring and  
4       maintenance aisle space based on the shadow print of the equipment  
5       and racking plus a factor of 2.5 times the shadow print. As previously  
6       stated, this factor equates to one-half of the width for industry standard  
7       forward and rear wiring aisle space required for an equipment bay.

8  
9       There is no minimum square footage requirement for unenclosed  
10      collocation space, permitting the collocater to use space in smaller  
11      increments. However, space preparation may be required to  
12      accommodate unenclosed space just as with enclosed physical  
13      collocation arrangements, and may include, but not be limited to, such  
14      activities as common area construction and network infrastructure  
15      build-out. The space preparation charge for unenclosed space will be  
16      pro-rated based on the amount of square feet designated for the  
17      collocator.

18  
19      BellSouth evaluates its ability to provide physical collocation and  
20      assesses the local building code requirements and/or restrictions  
21      regarding the placement of unenclosed (cageless) collocation on a per  
22      request basis. Because BellSouth has not processed requests for  
23      collocation in every municipality within its region, BellSouth cannot  
24      predict with certainty where the local code officials will allow  
25      unenclosed physical collocation space. Based on the requests for

1 unenclosed physical collocation received to date, BellSouth has  
2 identified certain locations where the code officials have required fire-  
3 rated walls separating individual arrangements. For example, fire-rated  
4 enclosures have been required in all South Florida LATA central offices  
5 requested to date and most Southeast Florida LATA offices requested  
6 to date. BellSouth continues to proactively work with local code  
7 officials throughout its region to overcome building code restrictions  
8 regarding the construction of physical collocation space.

9  
10 When the term "cageless collocation" is used in these proceedings,  
11 BellSouth's responses are pursuant to the definition provided above.  
12 For network reliability and safety reasons, BellSouth does not permit  
13 physical collocation of equipment that is co-mingled with its own  
14 equipment. Under 47 C.F.R. §51.323, BellSouth is permitted to  
15 impose reasonable security measures in association with its physical  
16 collocation offering. BellSouth witness Mr. Milner further addresses  
17 BellSouth's position on co-mingling in his testimony. BellSouth locates  
18 all physical collocation arrangements in an area designed for such  
19 purpose as described above. BellSouth provides access to these  
20 areas on a 24 hour a day, 7 day a week basis. With the exception of  
21 the enclosure construction fee, all other rates and charges which are  
22 applicable to enclosed physical collocation are also applicable to  
23 unenclosed or cageless collocation.

24  
25

1 Q. SHOULD BELLSOUTH BE REQUIRED TO MAKE CAGELESS  
2 COLLOCATION SPACE AVAILABLE WITHIN 30 DAYS OF RECEIPT  
3 BY BELLSOUTH OF A BONA FIDE REQUEST FROM E.SPIRE?  
4 [E.SPIRE ATT4-6]

5  
6 A. BellSouth opposes e.spire's proposal because BellSouth's provisioning  
7 interval is not controlled by the time required to construct an  
8 arrangement enclosure. BellSouth provides a turn key collocation  
9 solution for physical collocation. BellSouth's provisioning interval  
10 includes the time required to construct and condition the common area  
11 for collocation, the interval for the engineering, ordering and installation  
12 of network infrastructure components and the design and construction  
13 of the arrangement enclosure, when an enclosure is elected. Every  
14 project has a critical path, or a set of interrelated activities which  
15 establish the longest time to complete the project. A delay of any  
16 activity considered to be on the critical path will slip or delay the overall  
17 project timeline. The activities required to design and construct an  
18 enclosure are only a small part of the overall time required to make  
19 space and infrastructure components available for physical collocation  
20 in most central offices.

21  
22 When an ALEC does not require an enclosure, all other common area  
23 and network infrastructure work must still take place. Because the  
24 enclosure construction does not take the longest time in any given  
25 project, excluding enclosure construction from the provisioning interval

1 would not impact the provisioning interval for that particular  
2 arrangement. Therefore, BellSouth includes unenclosed (cageless)  
3 physical collocation as well as enclosed physical collocation in its  
4 interval commitments.

5  
6  
7 **Issue: Is BellSouth required to allow Intermedia/e.spire to interconnect**  
8 **with other ALECs also collocated in a BellSouth central office? If**  
9 **so, what should be the rates, terms and conditions? [Issue 10]**

10  
11 **Q. SHOULD BELLSOUTH BE REQUIRED TO ALLOW ALLOW**  
12 **INTERMEDI/AE.SPIRE TO INTERCONNECT WITH OTHER ALECS**  
13 **ALSO COLLOCATED IN A BELLSOUTH CENTRAL OFFICE?**

14  
15 **A. BellSouth permits ALECs to directly connect to other collocators**  
16 **located within the same BellSouth central office. As stated in**  
17 **Attachment 4 of BellSouth's proposed agreement, such connection**  
18 **may be accomplished by either arranging with a BellSouth certified**  
19 **vendor for the placement of direct cabling or through the purchase of**  
20 **BellSouth cross-connects.**

21  
22 **Q. SHOULD E.SPIRE BE PERMITTED TO SELF-SUPPLY A DIRECT**  
23 **CROSS-CONNECTION TO ANOTHER TELECOMMUNICATIONS**  
24 **CARRIER COLLOCATED IN THE SAME BELLSOUTH CENTRAL**  
25 **OFFICE? [ATT4-13]**

1

2 **A. BellSouth requires that a certified vendor place any required cable**  
3 **facilities between two locations in a central office when such cable**  
4 **facilities traverse working equipment areas. This requirement applies**  
5 **to both BellSouth and another interconnector. The requirement is**  
6 **meant to insure network reliability and security for both BellSouth and**  
7 **other interconnectors located within the BellSouth premises. Once the**  
8 **cable facility is in place, the parties may provision cross-connects to**  
9 **their respective equipment as necessary. BellSouth has agreed to**  
10 **permit the parties to install the cabling themselves when the connection**  
11 **occurs between collocation arrangements occupying contiguous**  
12 **spaces, provided the cabling will not traverse an area occupied by the**  
13 **equipment of another interconnector or BellSouth.**

14

15

16

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

18

19 **A. Yes**

20

21

22

23

24

25