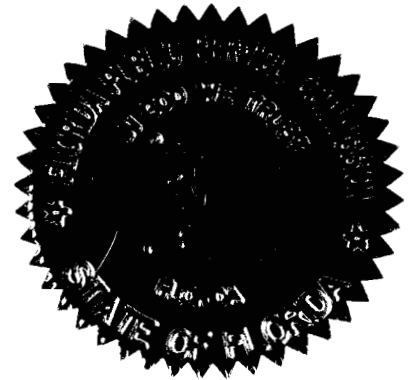


BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

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

In the Matter of :
:
Petition for temporary waiver :
of physical collocation :
requirements set forth in the :
1996 Telecommunications Act and :
the FCC's first report and :
order, for the Daytona Beach :
Port Orange central office, by :
BellSouth Telecommunications, :
Inc. :

DOCKET NO. 980946-TL



Petition for waiver of physical :
collocation requirements set :
forth in the Telecommunications :
Act of 1996 and the FCC's first :
report and order, for the Boca :
Raton Boca Teeca central :
office, by BellSouth :
Telecommunications, Inc. :

DOCKET NO. 980947-TL

Petition for waiver of physical :
collocation requirements set :
forth in the 1996 :
Telecommunications Act and the :
FCC's first report and order, :
for the Miami Palmetto central :
office, by BellSouth :
Telecommunications, Inc. :

DOCKET NO. 980948-TL

Petition for waiver of physical :
collocation requirements set :
forth in the Telecommunications :
Act of 1996 and the FCC's first :
report and order, for the West :
Palm Beach Gardens central :
office, by BellSouth :
Telecommunications, Inc. :

DOCKET NO. 981011-TL

Petition for waiver of physical :
collocation requirements set :
forth in the Telecommunications :
Act of 1996 and the FCC's first :
report and order, for the North :
Dade Golden Glades central :
office, by BellSouth :

DOCKET NO. 981012-TL

DOCUMENT NUMBER-DATE

03655 MAR 22 88

FSSC RECORDS/REPORTING

1 -----
2 **Petition for temporary waiver : DOCKET NO. 981250-TL**
3 **of physical collocation :**
4 **requirements set forth in the :**
5 **1996 Telecommunications Act and:**
6 **the FCC's first report and :**
7 **order, for the Lake Mary main :**
8 **central office, by BellSouth :**
9 **Telecommunications, Inc. :**
10 -----

6

7

8

9 **PROCEEDINGS: ORAL ARGUMENT**

9

10 **BEFORE: COMMISSIONER SUSAN F. CLARK**
11 **Prehearing Officer**

11

12 **DATE: Wednesday, March 17, 1997**

12

13 **TIME: Commenced at 1:30 p.m.**
14 **Concluded at 2:35 p.m.**

13

14

15 **PLACE: Betty Easley Conference Center**
16 **Room 148**
17 **4075 Esplanade Way**
18 **Tallahassee, Florida**

15

16

17

18 **REPORTED BY: KIMBERLY K. BERENS, CSR, RPR**
19 **FPSC Commission Reporter**

18

19

20

21

22

23

24

25

1 **APPEARANCES:**

2 **MONICA BARONE**, Sprint Communications Company
3 Limited Partnership, 3100 Cumberland Circle, Atlanta,
4 Georgia 30339, appearing on behalf of **Sprint**
5 **Communications Company and Limited Partnership.**

6 **PHILLIP J. CARVER**, BellSouth
7 Telecommunications, Inc., 4300 Southern Bell Center,
8 675 West Peachtree Street, Northeast, Atlanta, Georgia
9 30375-0001, appearing on behalf of **BellSouth**
10 **Telecommunications, Inc.**

11 **RICHARD D. MELSON**, Hopping Green Sams and
12 Smith, Post Office Box 6526, Tallahassee, Florida
13 32314, appearing on behalf of **ACI Corporation.**

14 **NORMAN H. HORTON, JR.**, Messer, Caparello, &
15 Self 215 South Monroe Street, Post Office Box 1876,
16 Tallahassee, Florida 32302-1876, appearing on behalf
17 of **e.spire Communications Company.**

18 **PATRICK WIGGINS**, Wiggins & Villacorta,
19 P. A., Post Office Drawer 1657, 2145 Delta Boulevard,
20 Tallahassee, Florida 32302, appearing on behalf of
21 **Intermedia Communications.**

22 **JOHN ELLIS**, Rutledge, Ecenia, Underwood,
23 Purnell and Hoffman, P. O. Box 551, 215 South Monroe
24 Street, Suite 420, Tallahassee, Florida 32302-0551,
25 appearing on behalf of **TCG South Florida.**

1 **DAVID V. DIMLICH**, 2620 S. W. 27th Avenue,
2 Miami, Florida, appearing on behalf of **Supra**
3 **Telecommunications and Information Systems, Inc.**

4 **FLOYD R. SELF**, Messer, Caparello & Self 215
5 South Monroe Street, Post Office Box 1876,
6 Tallahassee, Florida 32302-1876, appearing on behalf
7 of **WorldCom Technologies.**

8 **BARBARA AUGER**, Pennington, Moore, Wilkinson,
9 Bell & Dunbar, 215 South Monroe Street, 2nd Floor,
10 Tallahassee, Florida 32302, appearing on behalf of
11 **Time Warner Telecom.**

12 **BETH KEATING**, Florida Public Service Commission,
13 Division of Legal Services, 2540 Shumard Oak Boulevard,
14 Tallahassee, Florida 32399, appearing on behalf of the
15 **Commission Staff.**

16
17
18
19
20
21
22
23
24
25

P R O C E E D I N G S

(Hearing convened at 1:30 p.m.)

COMMISSIONER CLARK: Would you please read the Notice.

MS. KEATING: By Notice issued March 2, 1999, this time and place has been set for emergency oral argument in the consolidated dockets regarding BellSouth's petitions for waiver of the physical collocation requirements.

COMMISSIONER CLARK: We'll take appearances. I'm sorry. I thought everyone was here.

MR. CARVER: Phillip Carver on behalf of BellSouth. 675 West Peachtree Street, Atlanta, Georgia.

COMMISSIONER CLARK: Must have been that I saw some of your people earlier that I thought you were here and I apologize and I --

MR. CARVER: No problem.

MR. ELLIS: John Ellis, for Teleport Communications Group, TCG South Florida.

MR. MELSON: Richard Melson of Hopping Green Sams and Smith, on behalf of ACI Corp and with me is Gabriel Nietto from my firm.

MR. DIMLICH: David Dimlich on behalf of Supra Telecommunications.

1 **COMMISSIONER CLARK:** I'm sorry. Give me
2 your name again.

3 **MR. DIMLICH:** David Dimlich.

4 **COMMISSIONER CLARK:** Do I have that spelled
5 somewhere?

6 **MR. DIMLICH:** D-I-M-L-I-C-H.

7 **COMMISSIONER CLARK:** Thank you.

8 **MS. BARONE:** Monica Barone representing
9 Sprint Communications Company and Limited Partnership,
10 3100 Cumberland Circle, Atlanta, Georgia.

11 **MR. SELF:** Floyd Self of the Messer,
12 Caparello & Self law firm, 215 South Monroe Street,
13 Tallahassee, Florida, representing WorldCom
14 Technologies, Inc.

15 **MR. HORTON:** Norman H. Horton, Jr., of
16 Messer, Caparello & Self, 215 South Monroe Street,
17 representing e.spire Communications.

18 **MS. AUGER:** Barbara Auger with the law firm
19 of Pennington, Moore, Wilkinson, Bell & Dunbar, 215
20 South Monroe, 2nd Floor, Tallahassee, Florida,
21 representing Time Warner Telecom.

22 **MS. KEATING:** And Beth Keating appearing for
23 Commission Staff.

24 **COMMISSIONER CLARK:** Beth, will you tell me
25 what -- we're here for an oral argument on whether or

1 not to include specific language in an issue?

2 **MS. KEATING:** That's correct. It's Issue 2
3 on the list of issues that were identified in the
4 order establishing procedure.

5 **COMMISSIONER CLARK:** Okay.

6 **MS. KEATING:** There's a specific phrase that
7 is currently in contention. It's the parenthetical
8 phrase "and/or alternative physical collocation
9 arrangement."

10 **COMMISSIONER CLARK:** Okay. So it is
11 BellSouth that objects to the inclusion of that
12 language, so would it be your view that we should
13 start with BellSouth?

14 **MS. KEATING:** I believe that would be
15 appropriate.

16 **COMMISSIONER CLARK:** Okay. Anything else we
17 have to do first?

18 **MS. KEATING:** That's it.

19 **COMMISSIONER CLARK:** How long did we give
20 for oral argument?

21 **MS. KEATING:** We didn't establish any time
22 frame.

23 **COMMISSIONER CLARK:** How long do people
24 need?

25 **MR. CARVER:** I anticipate that on behalf of

1 BellSouth I will need somewhere in the five-to-ten
2 minute range.

3 **COMMISSIONER CLARK:** Okay. All right.

4 **MR. CARVER:** What I would like to request,
5 though, is that I have the opportunity to make a brief
6 rebuttal. I think this is basically BellSouth against
7 everyone else.

8 **COMMISSIONER CLARK:** Okay. I think that
9 would be in order. And who's going to start off the
10 arguments for the opposing side? Mr. Melson?

11 **MR. MELSON:** I'll start.

12 **COMMISSIONER CLARK:** Okay. And then, I will
13 afford the opportunity for others to speak, but to the
14 extent it's covered, please don't feel a need of
15 repeating.

16 I should indicate to you, I was -- Staff has
17 talked to me about this issue and we talked about the
18 need to have oral argument, but, Mr. Carver, if you
19 would take the time to orient me to the facts. And I
20 guess what I should say is, since it's been a while
21 since I looked at this, assume I haven't read your
22 pleading and take it from there.

23 **MR. CARVER:** Okay. Thank you.

24 Essentially, the issue in each of these
25 cases or in the consolidated case, is whether there

1 should be a waiver of the collocation requirement, and
2 the fundamental question that it comes down to is
3 whether or not there is space in each respective
4 central office for collocation. And the issue without
5 the language that is in dispute, we think, captures
6 that. The difficulty is that in this particular
7 issue, it says "what factors," and then we begin the
8 part that's a problem, quote, "and/or alternative
9 physical collocation arrangements," quote, "should be
10 considered."

11 Our view is that alternative physical
12 collocation arrangements are essentially a different
13 issue than the question of whether there is space for
14 physical collocation. In effect, physical collocation
15 is one thing that's been defined by the Federal Act
16 and by the FCC and by prior orders of this Commission
17 to some extent. Alternatives to that are a different
18 matter.

19 And essentially, we don't believe that
20 alternatives should become a part of this hearing and
21 certainly not the focus of this hearing for three
22 different reasons. And I will go through each of
23 these at some length, but for now I just want to sort
24 of lay out our three reasons right up front.

25 The first one is, is that dealing with this

1 prospectively and generically, we believe, is
2 fundamentally at odds with the structure of the Act
3 and with the intention of the Act.

4 Secondly, we are opposed to it because we
5 believe that opening the door for any party to
6 essentially make a proposal for alternative physical
7 collocation in the context of this docket will
8 hopelessly complicate the docket and will raise a very
9 wide variety of issues that really don't have to do
10 with the central issue.

11 And the third reason that we're opposed is
12 because, in effect, parties would have the opportunity
13 under this language to make generic proposals for
14 alternatives to physical collocation. And we believe
15 that generic proposals should be considered in the
16 generic docket, not in one that is very specific and
17 it is based on specific facts and it is for a
18 fundamentally different purpose.

19 Now, before turning to each of those three
20 arguments, what I would like to do briefly is just
21 talk through the way that BellSouth believes that this
22 process should work.

23 Basically, the waiver comes down to a
24 question of whether the Commission believes that there
25 is space in the central office for collocation. And

1 that determination is to be made according to a number
2 of factors.

3 About six weeks ago we had a final order
4 entered in the most recent collocation case and the
5 Commission set forth, very thoroughly and in great
6 length, the type of factors that should be considered
7 and how they apply.

8 Rather than go through that entire analysis,
9 though, I'll say that it really comes down to just
10 three things.

11 First of all, what is BellSouth doing with
12 the existing space? Is it an efficient use? Could
13 some other use be better? Is it an appropriate use?

14 Secondly, what are the projections for the
15 space that is not currently occupied? What does
16 BellSouth intend to do with it in the future, and
17 whether the Commission deems that to be acceptable and
18 appropriate.

19 And the third is any legal requirements that
20 may apply. For example, if there is, say, a
21 regulatory requirement, a State Fire Code, a Health
22 Code, a Safety Code, something that requires that
23 space be made available or that there be particular
24 exits or something that has to do with the
25 configuration of the central office, that should also

1 be considered.

2 The task of the Commission in these cases is
3 really to take those three factors that the Commission
4 has already promulgated and, of course, any additional
5 ones the Commission wants to consider or any
6 additional ones the parties may raise, and decide
7 whether there is space for collocation or not.

8 If you decide that there is no space for
9 collocation and you grant the waivers, then to some
10 extent, that really preempts everything else because
11 there's not -- there's not a lot of point in
12 discussing what someone would do with collocation
13 space if there is no space to collocate.

14 Now, some parties may argue that you may
15 decide there's no space for physical collocation in
16 the traditional sense that has been defined, but that
17 there may be space for alternate arrangements. And if
18 that's the case, that's something that could be
19 argued. But again, for reasons I'll detail, I don't
20 believe that this is the place to make that argument.

21 The other possibility is that you would look
22 at the waiver application and decide that there is
23 space for physical collocation. And we anticipate
24 that, much as you did in the previous order, you would
25 tell us how much space there is.

1 And at that point -- let's say, for example,
2 the Commission decides that there are 300 feet
3 available. Then at that point, using the "first come
4 first serve" principles that apply, we would go back
5 to each central office and we would go back to the
6 party that has requested collocation in those
7 particular central offices, and we would ask them, you
8 know, if they want the space and what they intend to
9 do with it. And we would try to negotiate with them,
10 basically, a suitable arrangement.

11 If there is that much space, if there's, you
12 know, 300, 400, 500 feet, I think it's reasonable to
13 anticipate that, for the most part, parties are going
14 to want traditional collocation arrangements where
15 their equipment is separated, where it's enclosed by
16 walls, where it's not mixed up with BellSouth's or any
17 other carrier's, and in that case, a lot of these
18 issues about alternatives won't come up.

19 Now, let's say, on the other hand, you make
20 a determination that the space is very limited in a
21 central office. Let's say it's only 50 feet. Well,
22 whoever is in line first for that space still has the
23 opportunity to come to BellSouth and to try to
24 negotiate what would be done with that 50 feet.

25 If that negotiation doesn't work, then I

1 think, under the Act, the appropriate time at that
2 point -- excuse me. The appropriate time would be
3 then to bring the dispute back to the Commission and
4 to have an arbitration to determine what's the
5 appropriate thing to do.

6 I believe that's the procedure that applies
7 under the Act because the Act, again and again and
8 again, stresses the importance of having parties to
9 attempt to negotiate arrangements. Whether it's
10 collocation, whether it's interconnection, whether
11 it's the terms and conditions of UNEs or resale, the
12 Act is very clear that parties are to negotiate first
13 and then the Commission should get involved in trying
14 to sort things out later.

15 I think some parties in this docket, and in
16 other dockets, have made a strategic decision to try
17 to bring things to the Commission and to have the
18 Commission, in effect, sort of prejudge what should
19 be done before there's been any opportunity to talk
20 about it.

21 I don't believe that's appropriate. I don't
22 think the Commission should do that, and I also think
23 it's unnecessary. And my support for that is that the
24 general history of the interconnection agreements.

25 At this point in Florida we have more than

1 100 approved interconnection agreements. We've had, I
2 believe, somewhere in the neighborhood of 10 or 12
3 arbitrations between BellSouth and ALECs over the last
4 three years. So what that means is about 90% of the
5 agreements are arrived at by negotiation between the
6 parties, and we believe that that's what the Act
7 contemplates and we believe that that process should
8 be allowed to play out.

9 The second problem -- assuming that you
10 don't accept that, and that you decide that it is
11 appropriate to have parties make proposals for
12 alternate arrangements here, our fear is that it's
13 essentially just going to overwhelm the docket.
14 Because again, the question is, basically is BellSouth
15 making a use of this space that is appropriate and is
16 there any space left.

17 If you shift the focus from that to, what
18 could someone do with any space that may be available
19 or is there something that's a suitable alternative to
20 physical collocation, then you're really no longer
21 talking about the types of things that you consider in
22 a waiver application. Instead now you're considering
23 about proposals for alternatives to collocation and
24 that's a different matter.

25 Now, in terms of the concern that that's

1 going to complicate and perhaps overwhelm the entire
2 docket, there are, I believe by my count, eight or
3 nine intervenors in this case. If they each have
4 simply one proposal for an alternative, then you're
5 going to have eight or nine different things that are
6 alternatives to collocation that you're going to have
7 to consider in terms of technical feasibility,
8 practicality, safety, and all of the other things that
9 apply. If each party has multiple ones, and I think
10 it's fair to assume they will, because no one's really
11 going to want to put all their eggs in one basket,
12 then you could very easily end up with 15 or 20
13 different proposals for alternatives.

14 What's going to happen is that the bulk of
15 the time in the docket will be shifted to that
16 analysis that's essentially irrelevant.

17 Our view is that there is really no great
18 need to do a generic proceeding. That's it's better
19 to allow the negotiation route to play out. But if
20 that's the Commission's desire to do a generic
21 proceeding, then that's what you should have. And
22 that's the third problem with this.

23 This is not a generic proceeding. This is a
24 proceeding with BellSouth on the one side and
25 potential collocators on the other, and we're talking

1 about very specific circumstances and specific
2 BellSouth central offices. I don't think it's
3 appropriate to take the facts that have to do with
4 those waiver applications and extrapolate and make
5 some general determination about the feasibility of
6 some alternative to physical collocation based on
7 that.

8 Moreover, if that's your intention, then
9 this needs to be a generic proceeding and all of the
10 parties that have a stake in this, which is
11 essentially every ILEC and every ALEC in the state,
12 should be allowed to participate.

13 So my third point really goes to the fact
14 that if you allow a generic issue to become the focus
15 of a nongeneric docket, then I think there is some
16 potential legal problems with any decision that might
17 be made.

18 And that concludes my comments. I'd be
19 happy to answer any questions you might have.

20 **COMMISSIONER CLARK:** I don't have any
21 questions right now, Mr. Carver. Thank you very much.
22 Mr. Melson.

23 **MR. MELSON:** Commissioner Clark, I represent
24 ACI Corp. and we believe that alternative physical
25 collocation arrangements or -- let me put another name

1 on it perhaps -- physical collocation options are fair
2 game in this proceeding.

3 Bell has an obligation under Section
4 251(c)(6) of the Federal Telecommunications Act and
5 the FCC's rules, to provide physical collocation at
6 its premises except if it demonstrates that that is
7 not practical because of technical considerations or
8 space limitations.

9 We're essentially here in six separate
10 dockets where BellSouth has applied, as it must under
11 the federal law, to the State Commission for a
12 determination that collocation -- physical collocation
13 in six specific central offices is not practical
14 because of space limitations.

15 So the ultimate issue you, as a Commission,
16 are going to have to decide in this case is, is there
17 space available in each of these central offices for
18 physical collocation.

19 Mr. Carver framed his argument in terms of,
20 if there is a lot of space available then he assumes
21 collocators will want the traditional defined
22 collocation arrangement, which consists of a separate
23 area for collocators and cages or walls around
24 collocation spaces.

25 I point out to you, that is not, in our

1 view, a standard definition of physical collocation in
2 any way. That is the way BellSouth has chosen to
3 implement physical collocation in its central offices,
4 but there are a variety of options available that
5 would allow for more efficient use of space that may
6 be available.

7 Some options are what is called -- what we
8 call cageless collocation, where you may still
9 locate -- put all of the collocators in a single area,
10 but not necessarily surround them with cages or walls,
11 subject, of course, to that being permissible under
12 local building codes.

13 Another alternative is what we call common
14 collocation, where collocators are not physically
15 segregated from BellSouth's equipment, but where
16 collocators' equipment could be interspersed with
17 BellSouth's equipment in available space.

18 Another option is what my client calls
19 parking lot collocation. The Act provides for
20 collocation at the premises of the local exchange
21 company. And the FCC's rule implementing that talks
22 about the space within or on the premises.

23 We don't believe that physical collocation
24 necessarily needs to be within the four walls of the
25 existing central office. It would be possible if

1 you've got -- if there is an adjacent parking lot, an
2 adjacent picnic area that is part of the BellSouth
3 premises, that a physical collocation option could be
4 offered on those premises in compliance with the Act
5 and with the FCC's rules.

6 Another option which, in fact, is in use in
7 California, is what my client calls adjacent
8 collocation where, essentially, if there is no room at
9 the inn, they lease office space in a nearby
10 building --

11 **COMMISSIONER CLARK:** Who leases it?

12 **MR. MELSON:** My client.

13 **COMMISSIONER CLARK:** Okay.

14 **MR. MELSON:** -- and interconnects with
15 BellSouth at that point. I've essentially asked
16 BellSouth to extend loop facilities out of the central
17 office into this adjacent space.

18 I think the first -- I think there probably
19 is more of a question as to whether that is on the
20 BellSouth premises, obviously, than any of the others,
21 but the other options I mentioned are all what we
22 consider to be physical collocation options that would
23 comply with the letter of the Telecom Act and the
24 rules.

25 BellSouth tells you that you shouldn't

1 consider those first, I guess, because it's got a
2 notion that there's only really one form of physical
3 collocation, which is the segregated area with the
4 cage. And also because that would turn this into a
5 generic docket and you'd be deciding generic issues
6 that would involve a lot of other parties.

7 Well, Commissioner, every time you consider
8 an issue for the first time in a fact-specific case
9 you end up making decisions that do have precedential
10 effect. You've been through at least one collocation
11 complaint and in that identified a number of factors
12 that are considered in determining whether space is
13 available. As Mr. Carver said, parties in this docket
14 will be able to suggest additional factors, but
15 there's already a base of factors that are set out as
16 things the Commission may want to consider.

17 If you were to consider collocation options
18 in this docket in the context of these six specific
19 end offices, you might find that there are two or
20 three options that are suitable and that should be
21 considered. That would not bind the parties in future
22 proceedings, but in the same way that you've
23 identified factors that have some precedential value,
24 you'd be identifying options that have some
25 precedential value.

1 The bottom line is that collocation space is
2 an essential input to a lot of the competitors. It is
3 also a scarce resource. BellSouth wants you to look
4 at traditional BellSouth planning criteria to
5 determine what space is available, and to assume the
6 space is going to have to be constructed and
7 configured in a particular way that is not necessarily
8 the most efficient.

9 If you don't consider options, you're
10 potentially -- if you determine, for example, there
11 were 200 square feet of space available in the central
12 office, but that the only option you're going to
13 consider is a segregated caged collocation, you may be
14 providing space for one or two competitors. Whereas,
15 if you consider physical collocation options, you
16 might be able to accommodate a much greater number of
17 competitors in that central office.

18 **COMMISSIONER CLARK:** Well, Mr. Melson, let
19 me ask you why it can't work like this: That we use
20 the notion of traditional collocation, at least to
21 deal with these waivers, in the sense that what we're
22 presented as evidence on what has been -- similar
23 evidence to what we had in the Supra case in terms of
24 parties indicating how much space they needed. And we
25 make a determination of whether it's needed or not

1 with respect to a specific -- that specific type of
2 collocation. But we make it clear that we may come
3 out and say, "we see this much room available, and
4 therefore, you don't have a waiver," or, "we see this
5 much room available, you don't have a waiver," and
6 then, you all know sort of the parameters and then you
7 can negotiate. And when you can't agree, you can come
8 back and then you can explore interspersed
9 collocation, cageless collocation.

10 **MR. MELSON:** I guess, Commissioner, the
11 problem with that is two-fold. First, it sort of
12 accepts as a going-in assumption that Bell's
13 definition of traditional segregated caged-in location
14 is the appropriate starting point.

15 **COMMISSIONER CLARK:** Sure.

16 **MR. MELSON:** And if you were, for example,
17 to determine there is 100 square feet available in a
18 central office, and assume my client was first in line
19 for that central office, at that point I may be
20 perfectly happy to accept that traditional caged-in
21 collocation because it means none of my other
22 competitors are going to be able to find space in that
23 office. I think leaving it to negotiation --

24 **COMMISSIONER CLARK:** Well, that's the idea
25 of first in time, though. I mean --

1 **MR. MELSON:** First in time to use the
2 available space and the available -- I believe you've
3 got the responsibility and the ability to decide
4 parameters for the use of space to ensure that it is
5 used in the most efficient manner possible. And if
6 you don't do that up-front in this proceeding, you're
7 running the risk that you then get one or two
8 collocators using very traditional options, occupying
9 the entire available space, and shutting out two or
10 three other entrants who could have shared in that
11 space if you'd given the direction that the parties
12 had to consider options.

13 **COMMISSIONER CLARK:** I guess, here's my
14 concern. I sat through that Supra. It's hard enough
15 as Commissioners to look at those floor plans and try
16 to decide just how much is available. Let alone,
17 going into details about whether a particular type of
18 collocation, such as cageless, is available. I mean,
19 do we have to then look at the local codes and things
20 like that? And with respect to intersperse, then we
21 look at what are some of the concerns about
22 interspersed in terms of securities for both the
23 companies' equipment.

24 Let me be very frank. I'm not looking
25 forward to that kind of proceeding. I'd rather see it

1 negotiated first. I kind of would like to say,
2 "here's the amount of square footage we think is
3 available in these offices. They've either made their
4 case or haven't made their case that they need it
5 currently, they need it prospectively or they need it
6 to meet some other legal requirements." We kind of
7 say, "here's what is out there. Now you guys go back,
8 and starting with the first person who came in, start
9 negotiating."

10 And I appreciate the notion that if you're
11 first in line you may have the ability to use all the
12 space when it could have been used for others. But I
13 don't see that as something that we're supposed to get
14 into at this point. It's supposed to be negotiation
15 and the FCC said, or the law said first in time. I
16 mean, that's -- that's the sequence of events.

17 I guess I'm concerned about us getting into
18 the -- arbitrating what is the most efficient way to
19 accomplish this.

20 **MR. MELSON:** And I guess, Commissioner, I'm
21 concerned that unless you address that at least at a
22 level to say that cageless collocation is or is not an
23 option, common collocation is or is not an option,
24 that you're really creating a situation in which space
25 can be and likely will be used inefficiently. And

1 yes, first in time, first in right. But if I
2 negotiate with Bell that because of my security
3 concerns I want to put 10-foot concrete block walls in
4 the central office and they say, "gosh, that's a good
5 idea," that is not an appropriate use of space.

6 So, I understand your concern that it will
7 make the proceeding more difficult. I think it will
8 make it slightly more difficult. I don't think, as
9 Mr. Carver suggested, that each party would have two
10 or three different suggestions. There are ultimately
11 only so many ways you can put equipment in space and I
12 think I've touched probably on most or all of them.
13 It would make your job a little tougher, but I think
14 it's a job that you need to do if you want to
15 encourage competition in Florida.

16 **COMMISSIONER CLARK:** Okay. Mr. Dimlich.
17 Did I pronounce it correct?

18 **MR. DIMLICH:** Yes.

19 **COMMISSIONER CLARK:** Go ahead.

20 **MR. DIMLICH:** Good afternoon. David Dimlich
21 on behalf of Supra Telecom. We would like to include
22 the words, "alternative physical collocation
23 arrangements."

24 By contesting the use of the words,
25 "alternative physical collocation arrangements,"

1 BellSouth has ignored logic, previous Commission
2 orders, and the words in their very own collocation
3 handbook.

4 First, I would like to address the clear
5 logic beyond the Staffs' inclusion of the words
6 "alternative physical collocation arrangements." On a
7 very basic level, in this docket the Commission is
8 trying to match up needs and availability.
9 Collocators need space. Bell South has space at
10 issue. Obviously, a threshold issue to be determined
11 is, what is the minimum amount of space needed for
12 physical collocation.

13 To determine the minimum amount of space
14 needed for physical collocation the Commission must
15 acknowledge and take into account the fact that
16 physical collocation can be achieved through
17 alternative combinations of equipment. Some
18 alternatives requiring more space; some alternatives
19 requiring less.

20 Second, I would like to point out how a
21 previous Commission order supports inclusion of the
22 words, "alternative physical collocation
23 arrangements."

24 In Order 990060, where the Commission
25 required BellSouth to allocate office space to Supra,

1 the language of the order clearly indicates that the
2 Commission took alternative arrangements into
3 consideration. Super identified 970 square feet in
4 the Golden Glades central office. But it also
5 identified an alternative arrangement that would use
6 795 square feet, a second alternative, as well as a
7 third alternative arrangement that would use divided
8 locations on the first and second floor of the central
9 office.

10 Based on these and other considerations, the
11 Commission required BellSouth to allocate space to
12 Supra. By doing so the Commission established
13 precedence that when determining the availability of
14 central office space for collocation the Commission
15 will consider evidence and arguments related to
16 alternative physical collocation arrangements. By
17 bringing us here today, BellSouth is ignoring this
18 established precedence.

19 Third, I would like to point out how
20 BellSouth's position contradicts the very language in
21 their own collocation handbook. In BellSouth's letter
22 to the Commission stating their position on this
23 issue, Ms. Nancy White writes, "There are two forms of
24 collocation: Physical and virtual." This is
25 imprecise. There might be only two distinct varieties

1 of collocation, physical and virtual, however, within
2 the physical variety, collocation can take many forms.

3 One only need look at BellSouth's own
4 collocation handbook to support that proposition. In
5 Chapter One, Service Descriptions, there is a page
6 titled "Physical Collocation." And I will read from
7 it the sentence. "The equipment complement may
8 include transmission equipment, terminating equipment,
9 switching equipment, power and battery equipment, PCs
10 and test access modems."

11 According to this statement, collocation can
12 be achieved through any combination of this equipment.
13 For example, physical collocation can be achieved with
14 or without switching equipment. In other words, there
15 are alternative methods of physical collocation to be
16 considered by the Commission.

17 Before I conclude, I would like to address
18 another statement written by Ms. White in BellSouth's
19 letter to the Commission. She writes, "If the
20 Commission agrees with BellSouth that no space is
21 available for collocation, it is irrelevant what
22 collocation arrangements are desired by an ALEC."

23 Ms. White fails to explore the logical
24 contrapositive of her statement, which would be, if
25 the Commission does not know whether it agrees with

1 BellSouth that no space is available, it is entirely
2 relevant to examine physical -- alternative physical
3 collocation arrangement potential. Thank you.

4 **COMMISSIONER CLARK:** Ms. Barone, you're
5 not --

6 **MR. SELF:** I'm going to go next and then
7 Ms. Barone will follow me.

8 Commissioner Clark, I want to return to the
9 question that you posed Mr. Melson. And I think part
10 of your problem is, is that we may be skipping the
11 first step in the process. Fundamentally you can't
12 determine -- no pun intended -- but you can't
13 determine whether space is available in a vacuum. You
14 have to look at the use to which the space is going to
15 be applied.

16 If you take, for example, the area between
17 the bench where you're sitting and the table where
18 we're sitting, that area that's there may be perfectly
19 suitable for the, quote, "traditional" physical
20 collocation-type arrangement that Mr. Carver talked
21 about in terms of building fire-rated walls and those
22 sorts of things.

23 But what do you do if the -- and let's say,
24 just for argument's sake, that that's 100 square feet.
25 And so you would follow through, as Mr. Melson has

1 suggested, in terms of going to the first person in
2 line and seeing how that space might be dealt with and
3 it would be, as Mr. Melson said, they may decide to
4 build fire-rated walls and that's the end of it, and
5 there is no more space.

6 But what do you do if the only space that's
7 available in the office corresponds to the area of
8 this table and the one that the Staff is sitting at?
9 Let's say that also is 100 square feet.

10 Now, clearly, if you have what amounts to an
11 aisle here, you can't build fire-rated walls around
12 that. You can't segregate that space in the way that
13 a lot of the physical collocation arrangements have
14 been segregated in some of the offices that we've
15 visited. But nevertheless, there's this 100 square
16 feet that's represented by this table here that's
17 perfectly suitable for a rack which two or five or ten
18 different carriers may be able to utilize.

19 If you look just at that traditional
20 definition of caged fire-rated walls collocation that
21 BellSouth wants you to accept, you would say, in the
22 office the only thing that's available is this floor
23 space represented by this table, there is zero square
24 footage available for physical collocation. When, in
25 fact, you could put a rack down this table or this

1 aisle and indeed serve one or two or five or however
2 many ALECs would get into that office. And indeed, to
3 the extent that you're building a rack here, you
4 would, as Mr. Melson suggested, go first in line and
5 maybe the first ALEC only wants to put a box that's
6 2 X 2.

7 **COMMISSIONER CLARK:** What if the first ALEC
8 wants the fire walls, wants it segregated --

9 **MR. SELF:** Well, and in the example that I'm
10 posing by this -- the area represented by this table,
11 you can't do that. You couldn't build fire-rated
12 walls. You couldn't get in this space. This is only
13 24 or 30 inches wide.

14 **COMMISSIONER CLARK:** What I'm getting to is,
15 do we determine the space and let the first in line --
16 first in line and BellSouth negotiate. Are you
17 suggesting that we should say, "here's this space and
18 here's how we think it should be utilized and the
19 first in line can't have all of it"?

20 **MR. SELF:** No, I'm not saying that. What
21 I'm saying is, in order to get to the very first
22 question, how many square feet of available space
23 exists in each of the six offices, you have to not be
24 restrained by a single definition of physical
25 collocation.

1 **COMMISSIONER CLARK:** Let me put it this way.
2 Isn't our task to determine what they need currently
3 and what they need in the future, identify the square
4 foot and say, "have at it. Here it is. You guys
5 decide how you're going to do it. First in line
6 negotiates."

7 **MR. SELF:** Yes. That's true. But what I'm
8 saying is --

9 **COMMISSIONER CLARK:** So why do we have to
10 get into deciding what kind of collocation takes
11 place?

12 **MR. SELF:** Because that's going to determine
13 whether there's any space that's available. That is
14 the threshold problem. Go ahead.

15 **COMMISSIONER CLARK:** I'm not going to
16 determine what you need for collocation.

17 **MR. SELF:** That's correct.

18 **COMMISSIONER CLARK:** I'm just going to say
19 what the square footage is available.

20 **MR. SELF:** But my point is, is if BellSouth
21 says to you, in the Lake Mary office there is zero
22 square feet available -- that is, of course, their
23 position.

24 **COMMISSIONER CLARK:** What is that going to
25 be based on? That's going to be based on what they

1 need to meet their current and future needs. That's
2 the estimate we're gonna make.

3 **MR. SELF:** And it's also based upon their
4 definition of physical collocation, which is this
5 caged --

6 **COMMISSIONER CLARK:** No. I'm not even going
7 to consider that. I'm just going to say, "here's what
8 I think you need now and in the reasonable future and
9 here's the square footage. Start with your first
10 person."

11 **MR. SELF:** I concur with the start with the
12 first person. But I'm saying, you can't get to that
13 question unless you know how -- what kind of space
14 exists and the kind of use that it can be put to.

15 **COMMISSIONER CLARK:** Well, what I'm
16 suggesting to you, Mr. Self, is I don't need to
17 concern myself with the way you want to use it. I
18 just want to be concerned with how they're using it,
19 if it's efficient, what they need in the future. And
20 then I take the whole building and I say, "Here's what
21 you need. I subtract out what you don't need and
22 here's what you guys can negotiate on."

23 **MR. SELF:** And all I'm suggesting is, is
24 with the language that we want to retain in here, my
25 witness, for example, wants to be able to say,

1 "There's 'x' number of square feet in this corner
2 that's available for some kind of physical collocation
3 arrangement." And I want to help you get to that
4 point, but I can only do that if I'm -- if I'm allowed
5 to say, "This area over here might be susceptible to
6 this kind of physical collocation arrangement only."

7 This big area here might be susceptible to
8 three or four different kinds of collocation. I don't
9 know. And I don't want you to resolve specific uses
10 of it. All I'm trying to say is in order for me to
11 convince you that there is, indeed, space left in the
12 office, I have to be able to tell you that I can put a
13 rack here and that fulfills the requirements of the
14 Act.

15 **COMMISSIONER CLARK:** Okay. Thank you,
16 Mr. Self.

17 **MR. SELF:** Thank you.

18 **MS. BARONE:** Monica Barone, representing
19 Sprint.

20 Commissioner Clark, I just would point out
21 that the FCC's First Report and Order at Paragraph 585
22 indicates that State Commission's will determine
23 whether sufficient space is available for physical
24 collocation. And I don't know if this is a matter of
25 terminology or just the way we're viewing this, but it

1 appears that BellSouth believes the Commission should
2 only consider how much space is available. But the
3 inquiry does not end there. The Commission is first
4 to determine how much space is available, and then the
5 second inquiry is, is there sufficient space for
6 physical collocation.

7 So the inquiry doesn't just end with how
8 much space there is. The Commission is to take the
9 second step and determine whether there is sufficient
10 space for physical collocation.

11 And when you get to the second step, this
12 will lead to analysis of the different types of
13 physical collocation arrangements available. And then
14 consideration of alternative physical collocation
15 arrangements may, in fact, lead to a different
16 conclusion as to whether there is space available, and
17 therefore, should be part of the consideration.

18 As such, we did do not believe that parties
19 should be prevented from putting on the evidence to
20 demonstrate that there's sufficient space and I would
21 encourage the Commission to keep that language in the
22 issue. This is going to allow the Commission to
23 develop the record it needs in order to determine
24 whether space is available for physical collocation.

25 We've talked about 100 square feet. We've

1 talked about 200 square feet. Mr. Self has just
2 discussed what if you're in a situation where you've
3 got a limited amount of space and we only look at a
4 traditional collocation arrangement, then the inquiry
5 is, no -- the answer to the question is no, there is
6 not space, when, in fact, there could be. And we,
7 too, have a witness that is going to get on the stand
8 and demonstrate to you that there is space in all six
9 central offices and we want that opportunity to do
10 that.

11 Should there be concerns -- BellSouth has
12 concerns, it can raise those concerns in the context
13 of this proceeding. But I'm real concerned that it
14 would be too limited by excluding this language. And
15 I think the Commission's inquiry should be extended to
16 not only how much space is available, but is there
17 sufficient space for physical collocation and an
18 analysis should extend further.

19 **COMMISSIONER CLARK:** Thank you.

20 **MR. HORTON:** Commissioner, I think on behalf
21 of e.spire we support including the language in the
22 issue, but comments that I would have made have
23 already been made so we'll adopt those.

24 **COMMISSIONER CLARK:** Okay. Ms. Auger.

25 **MS. AUGER:** We're also supportive of the

1 comments that have previously been made and I'd like
2 to -- I have one concern in relation to the questions
3 that you've asked the other parties. And it seems to
4 me that one direction that at least you're headed is,
5 if we're going to determine raw space and you all go
6 back and negotiate, my concern about that is Issue
7 No. 3, that has been agreed upon and is not in dispute
8 is, should these petitions for waiver be granted? And
9 you're -- that issue is there. You're going to have
10 to get to that. And I guess, how can we determine if
11 it can be granted? What's going to be the threshold?
12 How much space is available or not available to meet
13 the threshold for Issue No. 3?

14 So I just reemphasize that same position.
15 And I think that the alternative arrangements need to
16 be considered, or the collocation options, however we
17 want to label them, need to be considered in
18 determining whether or not you can grant the petitions
19 for waiver after you've made the determination of
20 there is this many raw square feet available in this
21 space. Other than that, I won't reiterate what's been
22 said.

23 **COMMISSIONER CLARK:** Mr. Wiggins.

24 **MR. WIGGINS:** Yes. I'd like to make an
25 appearance, too, and apologize for not being here for

1 the normal way.

2 **COMMISSIONER CLARK:** I didn't even notice.
3 It must just -- I mean, I noticed you were here. I
4 didn't really notice that --

5 **MR. WIGGINS:** I'm so sorry I mentioned it.
6 I would like to make just two simple points.

7 **COMMISSIONER CLARK:** Who are you
8 representing?

9 **MR. WIGGINS:** Intermedia Communications.

10 **COMMISSIONER CLARK:** Okay.

11 **MR. WIGGINS:** First of all, for example,
12 it's my understanding that BellSouth will not let
13 Intermedia share collocation space, for example, with
14 e.spire. That it has to be either with BellSouth or
15 not. So if we want to say to you, "we would like you
16 to share -- consider sharing arrangements in a space,"
17 and you said, "we're not going to consider that," then
18 the answer to the waiver could possibly be yes, there
19 is not space for -- there is only space for one, but
20 there's not space for more. Or it could be no, there
21 is space for -- collocation space for two people.

22 **COMMISSIONER CLARK:** I don't see us doing
23 that. I see us saying, if what we need to do -- if we
24 need to grant or deny the waiver, Ms. Auger is saying
25 that not only -- that we have to go through that

1 two-step process Ms. Barone suggests, but how that is
2 used is something subject to negotiation. And it
3 strikes me if Intermedia wants to share, you've got to
4 find out who is first in line and see if they want to
5 share with you.

6 **MR. WIGGINS:** That actually goes to my
7 second point and I will come back to my first in a
8 moment. That has to do with the process. I can well
9 understand how this Commission and BellSouth and,
10 actually, I think us, would not like this to be a
11 proceeding where you say, "okay, Intermedia, you get
12 this corner over here and e.spire, you get this and I
13 want you guys to run the jumper cable here." I don't
14 think anyone is saying that. What I do think is true
15 as a matter of process is that this is kind of like
16 the "fram man." The Commission is going to have to
17 pay --

18 **COMMISSIONER CLARK:** The what?

19 **MR. WIGGINS:** The "fram man." You know, you
20 pay him now or you pay him later.

21 **COMMISSIONER CLARK:** Oh, the "fram man."

22 **MR. WIGGINS:** In terms of -- because from my
23 perspective, if, let's say -- I'll use e.spire because
24 we've cooperated in the past -- comes in and
25 negotiates a -- is first in line and negotiates an

1 inefficient use of the space so that Intermedia's
2 precluded from using it, I would advise my client to
3 file a petition here with the Commission and a
4 complaint in order for you to address that and
5 establish that, in fact, since it is a scarce
6 resource, I think as Mr. Melson was talking about,
7 that there is an obligation under the Act to use this
8 sparse resource in an efficient way.

9 **COMMISSIONER CLARK:** Where does the Act say
10 that? What does it say specifically in that vein?

11 **MR. WIGGINS:** It says, "The duty to provide
12 on rates, terms, conditions that are just, reasonable
13 and nondiscriminatory." And I interpret the word,
14 "reasonable" off the top of my head is requiring an
15 efficient use in order to promote competition in the
16 three ways of entering competition in the market:
17 resell, unbundled --

18 **COMMISSIONER CLARK:** Okay.

19 **MR. WIGGINS:** Back to my point about the
20 process is that I think from our perspective what
21 we're saying is, that when you look at this case for
22 waiver that says we don't have space to collocate,
23 that you can look at that in terms of, okay, here are
24 the finite kinds of collocations that would occur,
25 then you can make a ruling about that. And that

1 ruling will, in fact, help the negotiation process and
2 will, in fact, help this be resolved on a bilateral
3 and multilateral negotiation basis. But if you ignore
4 it and just take this as a light switch, on or off
5 kind of thing, then in fact, what is happening is
6 you're sowing the seeds of future litigation and
7 Commission proceedings, and we would all like to avoid
8 that. That is essentially my point.

9 **COMMISSIONER CLARK:** Mr. Ellis, I sort of
10 skipped over you. I'm sorry. Did you have anything
11 to add?

12 **MR. ELLIS:** John Ellis on behalf of TCG
13 South Florida. We would join in the comments of the
14 carriers who support including the language in Issue 2
15 which would allow the Commission to consider
16 alternative physical collocation arrangements.

17 I would just add one comment. Unlike the
18 first two cases involving Supra, it seems that in
19 these six cases, at some point the Commission will
20 come to the point where there will be insufficient
21 space for carriers who seek it and will not be able to
22 simply say, "We find 'x' space available between
23 BellSouth and one other carrier, negotiate a way to
24 use it."

25 Such that if there is this situation, now is

1 the time for the Commission to consider whether, as
2 Mr. Melson's client proposes, parking lot space or
3 adjacent office lease space is reasonable. For that
4 reason, we believe the language should remain in the
5 issue. Thank you.

6 **COMMISSIONER CLARK:** Mr. Carver, I -- you're
7 free to -- is there anyone else who needs to make any
8 comments?

9 **MR. DIMLICH:** One question, if I could.
10 David Dimlich on behalf of Supra. You mentioned in
11 response to -- I forget your name, sir.

12 **MR. WIGGINS:** Wiggins.

13 **MR. DIMLICH:** I don't think I was talking
14 about you.

15 **COMMISSIONER CLARK:** Ms. Auger.

16 **MR. SELF:** Mr. Self.

17 **MR. DIMLICH:** Mr. Self. Floyd Self. Yes.
18 Excuse me. You mentioned that the procedure you're
19 going to go through, you're going to take the amount
20 of space that BellSouth has, you're going to subtract
21 and you're going to come up with a space to be
22 negotiated. Say you come up with one square foot.
23 Are you going to tell us to negotiate over that? I
24 mean --

25 **COMMISSIONER CLARK:** Well, you know, I was

1 going to ask Mr. Carver to respond to the notion of
2 what Ms. Auger suggested that, well, that won't answer
3 the question as to whether you're going to grant or
4 deny the certificate. You've got to decide if
5 there's, you know, 200 square feet, is that enough to
6 collocate, so you have to reach the issue.

7 And, I guess, Mr. Carver, you're going to
8 have to answer that and you're going to have to answer
9 a sort of policy question. Wouldn't it be beneficial
10 to you to have our view as to what we think is
11 acceptable physical collocation and what is not?

12 I mean, for instance, with respect to the
13 parking lot. If we said, "Look, you don't have to
14 worry about that. We're not going to consider that as
15 physical collocation. Here are the kinds of things we
16 think you do have to deal with." And it may save time
17 and effort in the negotiations. It will not avoid the
18 negotiations.

19 So those are the two things that I think you
20 should respond to, but, of course, you're free to
21 respond to what you want to.

22 **MR. CARVER:** I'm sorry. What was the first
23 thing again?

24 **COMMISSIONER CLARK:** The notion that we
25 cannot determine whether we should grant or deny the

1 certificate unless we go through the second step. We
2 first determine how much space is available and then
3 we've got to decide is that sufficient for
4 collocation. And the only way you can decide that is,
5 what are factors and appropriate -- whatever the
6 language is -- what are the factors and what's
7 alternative collocation. How do we get there without
8 making that determination?

9 **MR. CARVER:** I think we have kind of a
10 wording problem in terms of the issue. Because the
11 way it's framed is, what factors or alternative
12 physical collocations should be considered. And I
13 think what that suggests, and the basis upon which, I
14 think, BellSouth has been proceeding, is that there is
15 a traditional fairly well accepted notion of what it
16 means to have physical collocation.

17 **COMMISSIONER CLARK:** Let me ask it a
18 different way. Can we break this up into two
19 questions like Ms. Barone suggests? How much space is
20 available that is not currently needed or in the
21 foreseeable future needed by BellSouth.

22 And the second question is, is that
23 sufficient for collocation, and then you get to the
24 notion of what kind of collocation is possible.

25 **MR. CARVER:** Well, and I think --

1 **COMMISSIONER CLARK:** Can we do that? Are
2 you going to agree to that?

3 **MR. CARVER:** No, ma'am.

4 **COMMISSIONER CLARK:** Okay.

5 **MR. CARVER:** I agree with the first part of
6 it. I think the question of how much space is
7 available is the critical issue. If you look at it --
8 and there's going to be, I think, a fairly full
9 factual record in the case to base your determination
10 on. And if you decide that there's no space available
11 at all, you know, nothing large enough even to put a
12 piece of equipment in, then you don't need to reach
13 all of this. If you decide --

14 **COMMISSIONER CLARK:** I would agree. If --
15 well, I don't know.

16 **MR. CARVER:** If you decide --

17 **COMMISSIONER CLARK:** I guess the argument
18 could be made one square foot is possible. But --

19 **MR. CARVER:** Could be made, but I don't
20 think that's a very plausible argument, to be candid.
21 I guess the other --

22 **COMMISSIONER CLARK:** Go ahead.

23 **MR. CARVER:** I'm sorry.

24 **COMMISSIONER CLARK:** Go ahead.

25 **MR. CARVER:** Okay. So that's a possibility.

1 The other possibility is that you might determine that
2 there is so much space available that whoever is first
3 in line has plenty of room to collocate the
4 traditional sort of way. And I've heard about all
5 these alternate arrangements. Some of them may
6 request and some of them may be feasible. But I have
7 to presume that all things considered, if someone had
8 the opportunity to go into a central office and to
9 have their equipment separate from the equipment of
10 other carriers, and to have fire walls and to have it
11 placed where no one else could have access to it and
12 there's a door going to it, that's what they would
13 want. I can't imagine why anybody would choose to
14 have their equipment --

15 **COMMISSIONER CLARK:** But you have to give it
16 to them. And in that sense, wouldn't it be better to
17 have sort of direction from us that says you don't
18 have to give it to them. You can require them to --
19 you can negotiate and say, well, the Commission has
20 indicated that's too much and you can collocate other
21 ways and that way it can be used more efficiently.

22 **MR. CARVER:** Well, the problem with that is
23 all the things that I mentioned before. I mean, what
24 you're really getting into is a generic proceeding on
25 every possible collocation arrangement and how much

1 space it takes. And, you know, the devil is in the
2 details. And as you know from the last case, this is
3 a very fact-intensive and fact-specific process that
4 has to be gone through.

5 Here's my concern. Let's say that you make
6 a determination that there are 100 feet and you say,
7 "We don't know if that's enough or not, so, you know,
8 go look at whatever the first person in line wants to
9 do and make a determination, but you should consider
10 cageless collocation."

11 Well, cageless collocation means a lot of
12 different things. I mean, if someone who's talking
13 about an enclosed collocation, then we probably would
14 agree to it. If they're talking about taking
15 equipment and commingling it with open people's
16 equipment on a single rack, we might not agree to it.
17 So -- in fact, we probably wouldn't because we
18 wouldn't view that as being practical or secure.

19 So, it would be great if we could have a
20 policy determination. But my concern is that anything
21 general enough to be appropriate on the factual record
22 that you're going to have, based on these particular
23 central offices and on what the parties are going to
24 say, is not going to be very useful. And anything
25 specific enough to be truly useful is not going to be

1 appropriate in the context of this docket because you
2 have parties who aren't necessarily first in line and
3 you haven't made a determination about how much space.

4 But people are going to come in with all of
5 these different proposals. And I'm really at a loss
6 to know how you would sort it out and say, "There are,
7 you know, 15 different types of collocation that have
8 been proposed and we find that five of them will work
9 if you have 50 feet of space and three will work if
10 you have 25, and one takes 500." I mean, that's
11 really incredibly expanding the scope of this
12 proceeding and I think it's going to be complicated
13 enough as it is.

14 So I think the difficulty is, is that,
15 again, anything that you can do that will be general
16 is not going to be much help, and anything that is
17 specific is not really appropriate in the context of
18 where we are right now.

19 One other thing I want to say is that the
20 question here about collocation, I mean, Mr. Self
21 raised the issue of having basically equipment put on
22 a particular bay and not begin segregated. I mean,
23 that's what we typically view as being virtual of
24 collocation. So if someone wanted to virtually
25 collocate because the physical space is exhausted,

1 they certainly have the option of doing that. And
2 that's one of the problems as I've heard people talk
3 is, they're taking the line between physical and the
4 line between virtual and sort of blurring it and
5 turning the inquiry to sort of, is there any space
6 anywhere and can we possibly stuff something into that
7 space.

8 And again, I think that's more than you need
9 to determine here. I think the question in this
10 docket should simply be, is there space available?
11 And to the extent you determine that there is space
12 available, then whoever is first up in that central
13 office can make whatever proposal they deem
14 appropriate. If you say that there are three feet and
15 they look at it and say, "we can't do anything with
16 three feet," then I guess the next person would have
17 that option.

18 But it seems to me, I mean, to go back to
19 Mr. Wiggins' pay now or pay later, I guess I
20 categorize it as decide now or decide later. It seems
21 to me like to the extent you have to look at alternate
22 proposals, it's better to wait until you have a
23 specific collocater who has a right to collocate, who
24 has a proposal, and in which you're dealing with space
25 and you know how much and where. I mean, I think

1 that's going to be incredibly difficult to decide in a
2 vacuum, again, with a degree of factual specificity
3 that would be helpful in negotiations.

4 So while it would be great to have a policy
5 statement if we could, I just don't see how it can
6 appropriately come out of this docket.

7 **COMMISSIONER CLARK:** Anything else?

8 **MR. CARVER:** No, ma'am.

9 **COMMISSIONER CLARK:** Staff, do you have -- I
10 take it you want the language in because it was what
11 you had recommended?

12 **MS. KEATING:** Well, actually, no, but let me
13 explain.

14 **COMMISSIONER CLARK:** Okay.

15 **MS. KEATING:** First let me back up a little
16 bit and explain how it got in there in the first
17 place.

18 We originally had something similar in the
19 issues that we proposed in our first workshop with
20 regard to these dockets and we had hoped to take it
21 out because we thought it was unnecessary to have that
22 specific language. We thought that it could just be
23 what factors should be considered. But BellSouth had
24 indicated -- counsel for BellSouth had indicated that
25 any testimony that was presented regarding the space

1 necessary for alternative arrangements, they would
2 move to strike that testimony. And so after
3 discussions regarding that, that language was
4 reinserted and that's how we got back here, is the
5 dispute over the language.

6 Staff would actually prefer that it be taken
7 out, but we would like to see some clarification from
8 you that any -- that any testimony regarding
9 alternative arrangements or the space necessary for
10 alternative arrangements would be allowed.

11 One of the things that we think is real
12 important, and I know --

13 **COMMISSIONER CLARK:** Let me ask you this
14 question. Could we phrase it the way Ms. Barone
15 indicated is, how much space is available and is it
16 sufficient for collocation? Isn't that what we have
17 to decide?

18 **MS. KEATING:** That is essentially the main
19 question that needs to be reached.

20 **COMMISSIONER CLARK:** And if we did two -- if
21 we broke those up into two issues, how much space is
22 available and is it sufficient for collocation, then
23 you're going to have to take testimony on what kind of
24 collocation can be done and how much area it takes to
25 do it.

1 **MS. KEATING:** I think you can get to the
2 answers that you need to reach either way.

3 **COMMISSIONER CLARK:** I'm persuaded that we
4 need to do the two-step process. Let me tell you
5 that.

6 **MS. KEATING:** Okay. Either way I think you
7 get to the same thing, and that is, a dispute over
8 whether testimony can be presented regarding the space
9 necessary for alternative arrangements.

10 **COMMISSIONER CLARK:** I appreciate the
11 concern you have, Mr. Carver, and I have that same
12 concern. But we are going to have to look at the
13 facts for each of the offices and it may be that it
14 develops that in a particular office one type of
15 collocation is available and another is not.

16 But we will have -- and I don't think it
17 will be generic in the sense that this is entirely a
18 generic process. It's sort of developing what may be
19 a generic policy statement on what kind of collocation
20 is authorized. But we're in the very sort of
21 beginnings of trying to determine what physical
22 collocation can mean. And it strikes me that we -- in
23 order to either grant or deny your waiver, we're going
24 to have to look at how much space is available and is
25 it sufficient for collocation.

1 I don't -- you know, I'm not sure if this
2 language is what we need to do, but I'm inclined that
3 we do need to do that process and I think you agree
4 with that. Staff agrees with that.

5 **MS. KEATING:** We do agree with that. I just
6 wanted to add that Staff doesn't really foresee the
7 Commission coming down and making some pronouncement
8 as to which arrangements are appropriate and which
9 offices.

10 **COMMISSIONER CLARK:** No. But we have to
11 grant or deny the waiver.

12 **MS. KEATING:** Right. And it has to be a
13 waiver from the requirement to provide physical
14 collocation.

15 **COMMISSIONER CLARK:** Right.

16 **MR. CARVER:** May I say one thing?

17 **COMMISSIONER CLARK:** Yes, you may.

18 **MR. CARVER:** I don't really see how, if
19 you're going to consider alternate arrangements and
20 basically take the stance that you can't grant a
21 waiver of physical collocation if alternatives to
22 physical collocation are available --

23 **COMMISSIONER CLARK:** No. No. No. Focus on
24 the fact that I think you have to go through a
25 two-step process. You have to decide what's

1 available. What you don't need. And then you got to
2 say, "Is that enough for collocation?" And what's
3 being suggested is you can't make that determination
4 until you know how you might accomplish that.

5 **MR. CARVER:** And I think the problem with
6 that is, let's say, for example, you determine that
7 there are 25 feet available and someone says, well,
8 that's enough to -- well, as Mr. Melson suggested, to
9 run, you know, a cable out to some kind of mobile
10 vehicle parked in the parking lot.

11 **COMMISSIONER CLARK:** Right.

12 **MR. CARVER:** You're necessarily going to
13 have to look at running a cable out to the parking lot
14 and then determine not only is that a form of
15 collocation, but is it a technically feasible form, is
16 it a safe form.

17 **COMMISSIONER CLARK:** But don't we have to do
18 that to grant or deny your waiver?

19 **MR. CARVER:** Well, I think in part it's
20 going to depend on the first fact finding. If you
21 find that there is no space at all then you can grant
22 it. I think basically -- and part of the problem is,
23 is that waiver is, you know, yes or no. I mean,
24 there's no gray on that. It's black and white. And I
25 think what we would be comfortable with is that if you

1 basically said, "You know, there is very limited space
2 available. It's not adequate for collocation as
3 BellSouth conceives it. But whoever is first in line
4 can make proposals to them and that should be
5 negotiated."

6 **COMMISSIONER CLARK:** Let be back you up.
7 You said as BellSouth conceives it.

8 **MR. CARVER:** Right.

9 **COMMISSIONER CLARK:** It strikes me that
10 we've got to decide what physical collocation is.
11 It's not up to you to say --

12 **MR. CARVER:** Right.

13 **COMMISSIONER CLARK:** -- it's this and
14 nothing more.

15 **MR. CARVER:** Well, and I was just suggesting
16 that based on the facts you could look at it and say
17 there's not enough here to do it the way BellSouth
18 thinks it should be done. But -- and it's a very
19 important but -- whoever is up first is free to try to
20 negotiate something with BellSouth. And like, for
21 example, someone made the comment that we won't
22 consider sharing arrangements. That's not true. I
23 mean, there are certain circumstances under which we
24 would consider sharing, assuming we had the consent of
25 both the parties. And I think fundamentally what you

1 get down to is a question of whether we are going to
2 follow the procedure that's appropriate under the Act
3 and let parties negotiate that, or whether before the
4 fact you're going to prejudge what kind of alternative
5 arrangements are appropriate.

6 And I'm just suggesting that once you've
7 made that determination as to how much space is
8 available, I think your work is really done for now
9 and at that point it should be up to the collocator
10 and BellSouth, whoever it is, to try to work it out.
11 And if they can work it out, fine. If they can't, the
12 issue may come back up.

13 **COMMISSIONER CLARK:** So what we could do is
14 say if there's four feet of space available, you're
15 not getting your waiver. And then let you work it
16 out.

17 **MR. CARVER:** I think that's a possibility.
18 I mean, I hate to advocate denying our waiver, but it
19 seems to me like if it's in that gray area that's
20 basically what would happen. You'd make that
21 determination and then you would say, "Okay. Whoever
22 is up first, if you think you can do something with
23 four feet try, to negotiate it."

24 **COMMISSIONER CLARK:** Okay. Briefly from
25 somebody. I know, Monica, you wanted to say

1 something. I will hear from you briefly, but I'm
2 ready to conclude this oral argument.

3 **MS. BARONE:** I'll make it real quick. I
4 just wanted to point out that the burden is on
5 BellSouth to demonstrate that there isn't sufficient
6 space. And I was concerned that if the issue remained
7 the way that BellSouth wanted it, that it would be
8 bent to their view on what physical collocation
9 arrangement is appropriate and then we'd be back here
10 before you again.

11 **COMMISSIONER CLARK:** Let me ask you a
12 question. When is this hearing?

13 **MS. KEATING:** It is May -- hang on.

14 **COMMISSIONER CLARK:** When did you think --

15 **MS. KEATING:** June 9th through 11th.

16 **COMMISSIONER CLARK:** All right. When does
17 the decision have to be made on this? I know the
18 sooner the better, but --

19 **MS. KEATING:** Testimony is not due until --

20 **MR. SELF:** April 5th.

21 **MS. KEATING:** I would suggest within the
22 week.

23 **COMMISSIONER CLARK:** This week or a week?

24 **MS. KEATING:** A week.

25 **COMMISSIONER CLARK:** Okay. Anything else

1 that we need to take up?

2 **MR. SELF:** Commissioner Clark, if I may, I
3 think the consensus at the table is if you wanted to
4 split and have a separate issue, something to the
5 effect of how much space is available and is it
6 sufficient for collocation, I think all of the ALEC
7 parties would agree to that.

8 **MR. DIMLICH:** I just have one consideration.
9 The first question, how much space is available, this
10 is going to be answered by the Commission in terms of
11 numbers, not yes or no; is that correct? If so, then
12 I have no problem with it.

13 **COMMISSIONER CLARK:** Okay. I don't know.
14 You know, I mean that's certainly something to think
15 about, and I guess, Staff, you'll need to come see me.

16 **MR. CARVER:** If I may add one thing? If
17 it's going to be a "how much" kind of question, I
18 would think you would have to come up with a
19 particular number as sort of the predicate to consider
20 whether that's enough for anything.

21 **COMMISSIONER CLARK:** Well, let me ask it
22 this way. If you're faced with this -- the way it's
23 worded now or the way it's worded, how much is
24 available and is it sufficient -- another issue is, is
25 it sufficient -- which one would you rather have?

1 **MR. CARVER:** If those are our only choices,
2 I would prefer the second.

3 **COMMISSIONER CLARK:** Okay.

4 **MS. KEATING:** Can I just get a feeling from
5 the parties? Would that be in addition to the "what
6 factors should be considered?" Because it seems to me
7 that there may be factors other than just whether
8 there is space or not to consider and whether these
9 petitions should be granted.

10 **COMMISSIONER CLARK:** What would that be?

11 **MR. CARVER:** Yes.

12 **MS. KEATING:** There may be local ordinances.

13 **COMMISSIONER CLARK:** That all goes to space.
14 If the requirements of the ordinance affects space, it
15 goes to space.

16 **MS. KEATING:** That's true. I guess that's
17 just the reason we had framed it as "what factors."

18 **COMMISSIONER CLARK:** Thank you all very
19 much. The oral argument is adjourned.

20 (Thereupon, the hearing concluded at
21 2:35 p.m.)

22 - - - - -

23

24

25

1 STATE OF FLORIDA)
2 COUNTY OF LEON)

: CERTIFICATE OF REPORTER

3 I, KIMBERLY K. BERENS, CSR, RPR, Official
4 Commission Reporter,

5 DO HEREBY CERTIFY that the Oral Argument in
6 Docket No. 980496-TL was heard by the Prehearing
7 Officer at the time and place herein stated; it is
8 further

9 CERTIFIED that I stenographically reported
10 the said proceedings; that the same has been
11 transcribed by me; and that this transcript,
12 consisting of 60 pages, constitutes a true
13 transcription of my notes of said proceedings.

14 DATED this March 22, 1999.

15

16

17

18

19

20

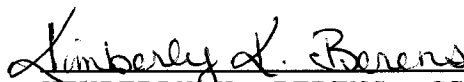
21

22

23

24

25



KIMBERLY K. BERENS, CSR, RPR
Florida Public Service Commission
Official Commission Reporter

	981250-TL 2/1 990060 27/24 9th 58/15	authorized 53/20 availability 27/8, 28/13 available 11/23, 13/3, 15/18, 18/17, 18/20, 19/4, 19/6, 19/17, 21/13, 22/5, 22/11, 23/3, 23/5, 23/17, 24/2, 24/9, 24/16, 24/18, 25/3, 29/21, 30/1, 30/13, 31/7, 31/22, 31/24, 32/22, 33/13, 33/19, 33/22, 35/2, 35/23, 36/2, 36/4, 36/13, 36/16, 36/24, 37/16, 38/12, 38/20, 42/22, 45/2, 45/20, 46/7, 46/10, 47/2, 50/10, 50/12, 52/15, 52/22, 53/15, 53/24, 54/22, 55/1, 55/7, 56/2, 57/8, 57/14, 59/5, 59/9, 59/24 Avenue 4/1 avoid 42/7, 44/17
& & 3/14, 3/18, 4/4, 4/9, 6/12, 6/16, 6/19		
	A	B
'x' 35/1, 42/22	ability 24/3, 25/11 accept 15/10, 23/20, 31/21 acceptable 11/17, 44/11 accepted 45/15 accepts 23/12 access 29/10, 47/11 accommodate 22/16 accomplish 25/19, 55/4 account 27/15 achieved 27/16, 29/12, 29/13 ACI 3/13, 5/22, 17/24 Act 1/5, 1/10, 1/14, 1/19, 1/23, 2/3, 9/15, 10/2, 10/3, 14/1, 14/7, 14/12, 15/6, 18/4, 19/19, 20/4, 20/23, 35/14, 41/7, 41/9, 57/2 add 42/11, 42/17, 54/6, 59/16 address 25/21, 27/4, 29/17, 41/4 adequate 56/2 adjacent 20/1, 20/2, 20/7, 20/17, 43/3 adjourned 60/19 adopt 37/23 advise 41/2 advocate 57/18 affects 60/14 afford 8/13 afternoon 26/20 agree 23/7, 46/2, 46/5, 46/14, 48/14, 48/16, 54/3, 54/5, 59/7 agreed 38/7 agreements 14/24, 15/1, 15/5 agrees 29/20, 29/25, 54/4 aisle 31/11, 32/1 ALEC 17/11, 29/22, 32/5, 32/7, 59/6 ALECs 15/3, 32/2 allocate 27/25, 28/11 allow 16/19, 17/14, 19/5, 36/22, 42/15 allowed 15/8, 17/12, 35/4, 52/10 alternate 12/17, 15/12, 47/5, 50/21, 54/19 alternative 7/8, 9/8, 9/11, 10/6, 15/19, 16/4, 17/6, 17/24, 19/13, 26/22, 26/25, 27/6, 27/17, 27/22, 28/2, 28/5, 28/6, 28/7, 28/16, 29/15, 30/2, 36/14, 38/15, 42/16, 45/7, 45/11, 52/1, 52/9, 52/10, 53/9, 57/4 Alternatives 9/17, 9/20, 10/14, 13/18, 15/23, 16/6, 16/13, 27/18, 54/21 amount 25/2, 27/11, 27/13, 37/3, 43/19 amounts 31/10 analysis 11/8, 16/16, 36/12, 37/18 answer 17/19, 37/5, 39/18, 44/2, 44/8 answered 59/10 answers 53/2 anticipate 7/25, 12/23, 13/13 apologize 5/17, 38/25 appearance APPEARANCES 3/1, 5/10 application 12/22, 15/22 applications 17/4 applied 18/10, 30/15 applies 14/6 apply 11/7, 11/20, 13/4, 16/9 appreciate 25/10, 53/10 appropriate 7/15, 11/13, 11/18, 14/1, 14/2, 14/5, 14/21, 15/11, 15/15, 17/3, 23/14, 26/5, 45/5, 48/21, 49/1, 49/17, 50/14, 54/8, 57/2, 57/5, 58/9 appropriately 51/6 approved 15/1 April 58/20 arbitrating 25/18 arbitration 14/4 arbitrations 15/3 area 18/23, 19/9, 20/2, 21/3, 30/16, 30/18, 31/7, 32/10, 35/5, 35/7, 52/24, 57/19 argue 12/14 argued 12/19 ARGUMENT 2/8, 5/7, 6/25, 7/20, 8/18, 12/20, 18/19, 46/17, 46/20, 58/2, 60/19, 61/4 argument's 30/24 arguments 8/10, 10/20, 28/15 arrangement 7/9, 13/10, 18/22, 28/5, 28/7, 30/3, 30/20, 35/3, 35/6, 37/4, 47/25, 58/9 arrangements 9/9, 9/12, 12/17, 13/14, 14/9, 15/12, 17/25, 26/23, 26/25, 27/6, 27/23, 28/2, 28/16, 29/22, 31/13, 36/13, 36/15, 38/15, 39/16, 42/16, 47/5, 52/1, 52/9, 52/10, 53/9, 54/8, 54/19, 56/22, 57/5 arrived 15/5 assumption 23/12 Atlanta 3/3, 3/8, 5/13, 6/10 attempt 14/9 AUGER 4/8, 6/18	
10 15/2 10-foot 26/3 100 15/1, 23/17, 30/24, 31/9, 31/15, 36/25, 48/6 11th 58/15 12 15/2 148 2/15 15 16/12, 49/7 1657 3/19 17 2/12 1876 3/15, 4/5 1996 1/5, 1/10, 1/14, 1/19, 1/23, 2/3 1997 2/12 1999 5/6 1:30 2/13, 5/2		
	1	B
2 5/5, 7/2, 32/6, 42/14 20 16/12 200 22/11, 37/1, 44/5 2145 3/19 215 3/15, 3/23, 4/4, 4/9, 6/12, 6/16, 6/19 24 32/13 25 49/10, 55/7 251 18/4 2540 4/13 2620 4/1 27th 2:35 2/13, 60/21 2nd 4/9, 6/20		BARBARA 4/8, 6/18 BARONE 3/2, 6/8, 35/18 base 21/15, 46/9 based 10/17, 17/6, 28/10, 33/25, 34/3, 48/22, 56/16 basis 42/3, 45/13 basket 16/11 battery 29/9 bay 49/22 Beach 1/6, 1/20 beginnings 53/21 Bell 3/7, 4/9, 6/19, 18/3, 26/2, 27/9 Bell's 23/12 BellSouth 1/7, 1/11, 1/16, 1/20, 1/25, 2/4, 3/6, 3/9, 5/13, 7/11, 7/13, 8/1, 8/6, 10/21, 11/11, 11/16, 13/23, 15/3, 15/14, 16/24, 17/2, 18/10, 19/2, 20/2, 20/15, 20/16, 20/20, 20/25, 22/3, 22/4, 27/1, 27/25, 28/11, 28/17, 29/20, 30/1, 31/21, 32/16, 33/20, 36/1, 37/11, 39/12, 39/14, 40/9, 42/23, 43/20, 45/14, 45/21, 51/23, 51/24, 56/3, 56/7, 56/17, 56/20, 57/10, 58/5, 58/7 BellSouth's 5/8, 13/16, 19/15, 19/17, 28/20, 28/21, 29/3, 29/18 bench 30/17 beneficial 44/9 bent 58/8 BERENS 2/17, 61/3 BETH 4/12, 6/22, 6/24 Betty 2/14 big 35/7 bilateral 42/2 bind 21/21 bit 51/16 black 55/24 block 26/3 blurring 50/4 Boca 1/10, 1/11 bottom 22/1 Boulevard 3/19, 4/13 Box 3/12, 3/15, 3/23, 4/5, 32/5 break 45/18 brief 8/5 bring 14/3, 14/17 bringing 28/17 broke 52/21 build 31/4, 31/11, 32/11 building 19/12, 20/10, 30/21, 32/3, 34/20 bulk 16/14 burden 58/4
	2	C
3 38/7, 38/13 30 32/13 300 13/2, 13/12 30339 3/4 30375-0001 3/9 3100 3/3, 6/10 32302 3/20, 4/10 32302-0551 3/24 32302-1876 3/16, 4/6 32314 3/13 32399 4/14		
	3	
400 13/12 4075 2/15 420 3/24 4300 3/7		
	4	
50 13/21, 13/24, 49/9 500 13/12, 49/10 551 3/23 585 35/21 5th 58/20		
	5	
6 18/4 6526 3/12 675 3/8, 5/13		
	6	
795 28/6		
	7	
90% 15/4 970 28/3 980496-TL 61/5 980946-TL 1/2 980947-TL 1/8 980948-TL 1/13 981011-TL 1/17 981012-TL 1/22		
	9	

CERTIFIED 61/7
CERTIFY 61/4
Chapter 29/5
choices 60/1
choose 47/13
chosen 19/2
Circle 3/3, 6/10
circumstances 17/1, 56/23
clarification 52/7
CLARK 2/10, 5/3, 5/10, 5/15, 6/1, 6/4, 6/7, 6/24,
7/5, 7/10, 7/16, 7/19, 7/23, 8/3, 8/8, 8/12, 17/20,
17/23, 20/11, 20/13, 22/18, 23/15, 23/24, 24/13, 26/16,
26/19, 30/4, 30/8, 32/7, 32/14, 33/1, 33/9, 33/15,
33/18, 33/24, 34/6, 34/15, 35/15, 35/20, 37/19, 37/24,
38/23, 39/2, 39/7, 39/10, 39/22, 40/18, 40/21, 41/9,
41/18, 42/9, 43/6, 43/15, 43/25, 44/24, 45/17, 46/1,
46/4, 46/14, 46/17, 46/22, 46/24, 47/15, 51/7, 51/9,
51/14, 52/13, 52/20, 53/3, 53/10, 54/10, 54/15, 54/17,
54/23, 55/11, 55/17, 56/6, 56/9, 56/13, 57/13, 57/24,
58/11, 58/14, 58/16, 58/23, 58/25, 59/2, 59/13, 59/21,
60/3, 60/10, 60/13, 60/18
clear 14/12, 23/2, 27/4
clearly 28/1, 31/10
client 19/18, 20/7, 20/12, 23/18, 41/2, 43/2
Code 11/21, 11/22
codes 19/12, 24/19
collocate 12/13, 41/22, 44/6, 47/3, 47/20, 49/25, 50/23
collocation 1/4, 1/9, 1/13, 1/18, 1/22, 2/2, 5/9, 7/8,
9/1, 9/4, 9/9, 9/12, 9/14, 10/7, 10/14, 10/25, 11/4,
12/7, 12/9, 12/12, 12/15, 12/23, 13/6, 13/14, 14/10,
15/20, 15/23, 16/6, 17/6, 17/25, 18/1, 18/5, 18/12,
18/18, 18/22, 18/24, 19/1, 19/3, 19/8, 19/14, 19/19,
19/20, 19/23, 20/3, 20/8, 20/22, 21/3, 21/10, 21/17,
22/1, 22/13, 22/15, 22/20, 23/2, 23/9, 23/21, 24/18,
25/22, 25/23, 26/22, 26/25, 27/2, 27/6, 27/12, 27/14,
27/16, 27/22, 28/14, 28/16, 28/21, 28/24, 29/1, 29/2,
29/4, 29/6, 29/11, 29/13, 29/15, 29/21, 29/22, 30/3,
31/13, 31/20, 31/24, 32/25, 33/10, 33/16, 34/4, 35/2,
35/6, 35/8, 35/24, 36/6, 36/10, 36/13, 36/14, 36/24,
37/4, 37/17, 38/16, 39/13, 39/21, 42/16, 44/11, 44/15,
45/4, 45/7, 45/16, 45/23, 45/24, 47/25, 48/10, 48/11,
48/13, 49/7, 49/20, 49/24, 52/16, 52/22, 52/24, 53/15,
53/19, 53/22, 53/25, 54/14, 54/21, 54/22, 55/2, 55/15,
56/2, 56/10, 58/8, 59/6
collocation-type 30/20
collocations 41/24, 45/12
collocator 50/23, 57/9
collocators 16/25, 18/21, 18/23, 19/9, 19/14, 24/8,
27/9
collocators' 19/16
combination 29/12
combinations 27/17
comfortable 55/25
Commenced 2/13
comment 42/17, 56/21
comments 17/18, 37/22, 38/1, 42/13, 43/8
commingling 48/15
COMMISSION 1/1, 2/18, 4/12, 4/14, 6/23, 9/16,
10/24, 11/5, 11/17, 12/2, 12/3, 12/5, 13/2, 14/3, 14/13,
14/17, 14/18, 14/22, 18/11, 18/15, 21/16, 27/1, 27/7,
27/14, 27/21, 27/24, 28/2, 28/11, 28/12, 28/14, 28/22,
29/16, 29/19, 29/20, 29/25, 36/1, 36/3, 36/8, 36/21,
36/22, 40/9, 40/16, 41/3, 42/7, 42/15, 42/19, 43/1,
47/19, 54/7, 59/10, 61/3
Commission's 16/20, 35/22, 37/15
COMMISSIONER 2/10, 5/3, 5/10, 5/15, 6/1, 6/4,
6/7, 6/24, 7/5, 7/10, 7/16, 7/19, 7/23, 8/3, 8/8, 8/12,
17/20, 17/23, 20/11, 20/13, 21/7, 22/18, 23/10, 23/15,
23/24, 24/13, 25/20, 26/16, 26/19, 30/4, 30/8, 32/7,
32/14, 33/1, 33/9, 33/15, 33/18, 33/24, 34/6, 34/15,
35/15, 35/20, 37/19, 37/20, 37/24, 38/23, 39/2, 39/7,
39/10, 39/22, 40/18, 40/21, 41/9, 41/18, 42/9, 43/6,
43/15, 43/25, 44/24, 45/17, 46/1, 46/4, 46/14, 46/17,
46/22, 46/24, 47/15, 51/7, 51/9, 51/14, 52/13, 52/20,
53/3, 53/10, 54/10, 54/15, 54/17, 54/23, 55/11, 55/17,
56/6, 56/9, 56/13, 57/13, 57/24, 58/11, 58/14, 58/16,
58/23, 58/25, 59/2, 59/13, 59/21, 60/3, 60/10, 60/13,
60/18
Commissioners 24/15
common 19/13, 25/23
Communications 3/2, 3/5, 3/17, 3/21, 5/20, 6/9,
6/17, 39/9
companies' 24/23
Company 3/2, 3/5, 3/17, 6/9, 19/21
competition 26/15, 41/15, 41/16
competitors 22/2, 22/14, 22/17, 23/22
complaint 21/11, 41/4
complement 29/7
compliance 20/4
complicate 10/8, 16/1
complicated 49/12
comply 20/23
conceives 56/3, 56/7

concern 15/25, 24/14, 26/6, 34/17, 38/2, 38/6, 48/5,
48/20, 53/11, 53/12
concerned 25/17, 25/21, 34/18, 37/13, 58/6
concerns 24/21, 26/3, 37/11, 37/12
conclude 29/17, 58/2
Concluded 2/13, 60/20
concludes 17/18
conclusion 36/16
concrete 26/3
concur 34/11
conditions 14/11, 41/12
Conference 2/14
configuration 11/25
configured 22/7
consensus 59/3
consent 56/24
consideration 28/3, 36/14, 36/17, 59/8
considerations 18/7, 28/10
consolidated 5/7, 8/25
constructed 22/6
contemplates 15/7
contention 7/7
contesting 26/24
context 10/7, 21/18, 37/12, 49/1, 49/17
contradicts 28/20
contrapositive 29/24
convened 5/2
convince 35/11
cooperated 40/24
corner 35/1, 40/12
Corporation 3/13
correct 7/2, 26/17, 33/17, 59/11
corresponds 31/7
counsel 51/24
count 16/2
COUNTY 61/2
course 12/4, 19/11, 33/22, 44/20
covered 8/14
creating 25/24
criteria 22/4
critical 46/7
CSR 2/17, 61/3
Cumberland 3/3, 6/10
currently 7/7, 11/15, 25/5, 33/2, 45/20

D

D-I-M-L-I-C-H 6/6
Dade 1/24
DATE 2/12
DAVID 4/1, 5/24, 6/3, 26/20, 43/10
Daytona 1/6
deal 22/21, 44/16
dealing 9/25, 50/24
dealt 31/2
decide 12/6, 12/8, 12/15, 12/22, 15/10, 18/16, 24/3,
24/16, 31/3, 33/5, 44/4, 45/3, 45/4, 46/10, 46/13,
46/16, 50/20, 51/1, 52/17, 54/25, 56/10
decides 13/2
deciding 21/5, 33/10
decision 14/16, 17/16, 58/17
decisions 21/9
defined 9/15, 12/16, 18/21
definition 19/1, 23/13, 31/20, 32/24, 34/4
degree 51/2
Delta 3/19
demonstrate 36/20, 37/8, 58/5
demonstrates 18/6
deny 39/24, 44/4, 44/25, 53/23, 54/11, 55/18
denying 57/18
depend 55/20
Descriptions 29/5
desire 16/20
desired 29/22
detail 12/19
details 24/17, 48/2
determination 11/1, 13/20, 17/5, 18/12, 22/25,
38/19, 45/8, 46/9, 48/6, 48/9, 48/20, 49/3, 55/3, 57/7,
57/21
determine 14/4, 22/5, 22/10, 23/17, 27/13, 30/12,
30/13, 32/15, 33/2, 33/12, 33/16, 35/22, 36/4, 36/9,
36/23, 38/5, 38/10, 44/25, 45/2, 47/1, 50/9, 50/11,
53/21, 55/6, 55/14
determined 27/10
determining 21/12, 28/13, 38/18
develop 36/23
developing 53/18
develops 53/14
devil 48/1
difficult 26/7, 26/8, 51/1
difficulty 9/6, 49/14
DIMLICH 4/1, 5/24, 6/3, 26/20, 43/10
direction 24/11, 38/4, 47/17

discussed 37/2
discussing 12/12
discussions 52/3
dispute 9/5, 14/3, 38/7, 52/5, 53/7
divided 28/7
Division 4/12
DOCKET 1/2, 1/8, 1/13, 1/17, 1/22, 2/1, 10/7, 10/8,
10/16, 14/15, 15/13, 16/2, 16/15, 17/15, 21/5, 21/13,
21/18, 27/7, 49/1, 50/10, 51/6, 61/5
dockets 5/7, 14/16, 18/10, 51/20
doesn't 13/25, 36/7, 54/6
door 10/5, 47/12
Drawer 3/19
Dunbar 4/9, 6/19
duty 41/11

E

e.pire 3/17, 6/17, 37/21, 39/14, 40/12, 40/23
easily 16/12
Easley 2/14
Ecenia 3/22
effect 9/14, 10/12, 14/18, 21/10, 59/5
efficient 11/12, 19/5, 22/8, 24/5, 25/18, 34/19, 41/8,
41/15
efficiently 47/21
effort 44/17
eggs 16/11
eight 16/2, 16/5
ELLIS 3/22, 5/19, 42/12
emergency 5/6
enclosed 13/15, 48/13
encourage 26/15, 36/21
end 16/12, 21/9, 21/19, 31/4, 36/3, 36/7
ensure 24/4
entered 11/4
entering 41/16
entrants 24/10
equipment 13/15, 19/15, 19/16, 19/17, 24/23, 26/11,
27/17, 29/7, 29/8, 29/9, 29/12, 29/14, 46/12, 47/9,
47/14, 48/15, 48/16, 49/21
Eplanade 2/15
establish 7/21, 41/5
established 28/12, 28/18
establishing 7/4
estimate 34/2
events 25/16
evidence 22/22, 22/23, 28/15, 36/19
examine 30/2
exchange 19/20
excluding 37/14
excuse 14/2, 43/18
exhausted 49/25
existing 11/12, 19/25
exists 32/23, 34/14
exit 11/24
expanding 49/11
explore 23/8, 29/23
extend 20/16, 37/18
extended 37/15
extrapolate 17/4

F

faced 59/22
facilities 20/16
fact 17/13, 20/6, 27/15, 31/25, 36/15, 37/6, 41/5,
42/1, 42/2, 42/5, 48/17, 54/24, 55/20, 57/4
fact-intensive 48/3
fact-specific 21/8, 48/3
factors 9/7, 11/2, 11/6, 12/3, 21/11, 21/14, 21/15,
21/23, 45/5, 45/6, 45/11, 51/23, 60/6, 60/7, 60/17
facts 8/19, 10/17, 17/3, 53/13, 56/16
factual 46/9, 48/21, 51/2
falls 29/23
fair 16/10, 18/1
FCC 9/16, 25/15
FCC's 1/5, 1/10, 1/15, 1/19, 1/23, 2/3, 18/5, 19/21,
20/5, 35/21
fear 15/12
feasibility 16/7, 17/5
feasible 47/6, 55/15
Federal 9/15, 18/4, 18/11
feet 13/2, 13/12, 13/21, 13/24, 22/11, 23/17, 28/3,
28/6, 30/24, 31/9, 31/16, 32/22, 33/22, 35/1, 36/25,
37/1, 38/20, 44/5, 48/6, 49/9, 50/14, 50/16, 55/7,
57/14, 57/23
file 41/3
find 21/19, 23/22, 40/4, 42/22, 49/8, 55/21
finding 55/20
fine 57/11
finite 41/24

Fire 11/21, 32/8, 47/10
fire-rated 30/21, 31/4, 31/11, 31/20, 32/11
firm 5/23, 6/12, 6/18
five 31/17, 32/1, 49/8
five-to-ten 8/1
Floor 4/9, 6/20, 24/15, 28/8, 31/22
FLORIDA 1/1, 2/16, 3/12, 3/16, 3/20, 3/24, 3/25,
4/2, 4/6, 4/10, 4/12, 4/14, 5/20, 6/13, 6/20, 14/25,
26/15, 42/13, 61/1
FLOYD 4/4, 6/11, 43/17
focus 9/21, 15/17, 17/14, 54/23
follow 30/7, 30/25, 57/2
foot 33/4, 43/22, 46/18
footage 25/2, 31/24, 33/19, 34/9
foresee 54/6
foreseeable 45/21
form 21/2, 55/14, 55/15, 55/16
forms 28/23, 29/2
four 19/24, 35/8, 57/14, 57/23
FPSC 2/18
fram 40/16, 40/19, 40/21
frame 7/22
framed 18/19, 45/11, 60/17
frank 24/24
free 43/7, 44/20, 56/19
front 9/24
fulfill 35/13
fundamental 9/2
future 11/16, 21/21, 33/3, 34/1, 34/8, 34/19, 42/6,
45/21

G

Gabriel 5/23
game 18/2
Gardens 1/20
generic 10/13, 10/15, 10/16, 16/18, 16/20, 16/23,
17/9, 17/14, 21/5, 47/24, 53/17, 53/18, 53/19
generically 10/1
Georgia 3/4, 3/8, 5/14, 6/10
Glades 1/24, 28/4
going-in 23/12
Golden 1/24, 28/4
grant 12/9, 30/18, 39/24, 44/3, 44/25, 53/23, 54/11,
54/20, 55/18, 55/21
granted 30/8, 30/11, 60/9
gray 55/24, 57/19
greater 22/16
Green 3/11, 5/21
Group 5/20
guess 8/20, 21/1, 23/10, 24/13, 25/17, 25/20, 38/10,
44/7, 46/17, 46/21, 50/16, 50/19, 59/15, 60/16
guys 25/7, 33/4, 34/22, 40/13

H

hand 13/19
handbook 27/3, 28/21, 29/4
hang 58/13
happy 17/19, 23/20
hard 24/14
hate 57/18
head 41/14
headed 38/4
Health 11/21
help 35/3, 42/1, 42/2, 49/16
helpful 51/3
history 14/24
Hoffman 3/23
hoped 51/20
Hopping 3/11, 5/21
HORTON 3/14, 6/15

I

idea 23/24, 26/5
identified 7/3, 21/11, 21/23, 28/3, 28/5
identify 33/3
identifying 21/24
ignore 42/3
ignored 27/1
ignoring 20/17
ILEC 17/11
imagine 47/13
implement 19/3
implementing 19/21
importance 14/8
imprecise 28/25
inches 32/13
inclined 54/2
inclusion 7/11, 27/5, 27/21
indicate 8/16

indicated 47/20, 51/24, 52/15
indicates 28/1, 35/22
indicating 22/24
inefficient 41/1
inefficiently 25/25
Information 4/3
inn 20/9
input 22/2
inquiry 36/3, 36/5, 36/7, 37/4, 37/15, 50/5
insufficient 42/20
intention 10/3, 17/8
interconnection 14/10, 14/24, 15/1
interconnects 20/14
Intermedia 3/21, 39/9, 39/13, 40/3, 40/11
Intermedia's 41/1
interpret 41/13
intersperse 24/20
interspersed 19/16, 23/8, 24/22
intervenor 16/3
irrelevant 16/16, 29/21
issue 7/1, 7/2, 8/17, 8/24, 9/4, 9/7, 9/13, 10/10,
17/14, 18/15, 21/8, 27/10, 28/23, 36/22, 37/22, 38/6,
38/9, 38/13, 42/14, 43/5, 44/6, 45/10, 46/7, 49/21,
57/12, 58/6, 59/4, 59/24
issued 5/5
issues 7/3, 10/9, 13/18, 21/5, 51/19, 52/21

J

job 26/13, 26/14
JOHN 3/22, 5/19, 42/12
join 42/13
jumper 40/13
June 58/15

K

KEATING 4/12, 6/22
KIMBERLY 2/17, 61/3

L

label 38/17
Lake 2/4, 33/21
language 7/1, 7/12, 9/5, 10/13, 28/1, 28/20, 34/24,
36/21, 37/14, 37/21, 42/14, 43/4, 45/6, 51/10, 51/22,
52/3, 52/5, 54/2
large 46/11
later 14/14, 40/20, 50/19, 50/20
law 6/12, 6/18, 18/11, 25/15
lay 9/24
lead 36/12, 36/15
lease 20/9, 43/3
leases 20/11
leaving 23/23
left 15/16, 35/11
Legal 4/13, 11/19, 17/16, 25/6
length 9/23, 11/6
LEON 61/2
letter 20/23, 28/21, 29/19
level 25/22, 27/7
light 42/4
limitations 18/8, 18/14
Limited 3/3, 3/5, 6/9, 13/20, 37/3, 37/14, 56/1
line 13/22, 22/1, 23/18, 25/11, 31/2, 32/4, 32/15,
32/16, 32/19, 33/5, 40/4, 40/25, 47/3, 48/8, 49/2, 50/3,
50/4, 56/3
list 7/3
litigation 42/6
little 26/13, 51/15
local 19/12, 19/20, 24/19, 60/12
locate 19/9
location 23/13
locations 28/8
logic 27/1, 27/5
logical 29/23
loop 20/16
loss 49/5

M

main 2/4, 52/18
man 40/16, 40/19, 40/21
manner 24/5
March 2/12, 5/5
market 41/16
Mary 2/4, 33/21
match 27/8
Matter 1/2, 9/18, 15/24, 35/24, 40/15
meet 25/6, 34/1, 38/12
MELSON 3/11, 5/21
mentioned 20/21, 39/5, 43/10, 43/18, 47/23

Messer 3/14, 4/4, 6/11, 6/16
methods 29/15
Miami 1/15, 4/2
minimum 27/11, 27/13
minute 8/2
mixed 13/16
mobile 55/9
modems 29/10
moment 40/8
MONICA 3/2, 6/8, 35/18, 57/25
Monroe 3/15, 3/23, 4/5, 4/9, 6/12, 6/16, 6/20
Moore 4/8, 6/19
move 52/2
MR. CARVER 5/12, 5/18, 7/25, 8/4, 8/18, 8/23,
17/21, 18/19, 21/13, 26/9, 30/20, 43/6, 44/1, 44/7,
44/22, 45/9, 45/25, 46/3, 46/5, 46/16, 46/19, 46/23,
46/25, 47/22, 51/8, 53/11, 54/16, 54/18, 55/5, 55/12,
55/19, 56/8, 56/12, 56/15, 57/17, 59/16, 60/1, 60/11
MR. DIMLICH 5/24, 6/3, 6/6, 26/16, 26/18, 26/20,
43/9, 43/13, 43/17, 59/8
MR. ELLIS 5/19, 42/9, 42/12
MR. HORTON 6/15, 37/20
MR. MELSON 5/21, 8/10, 8/11, 17/22, 17/23,
20/12, 20/14, 22/18, 23/10, 23/16, 24/1, 25/20, 30/9,
30/25, 31/3, 32/4, 41/6, 55/8
Mr. Melson's 43/2
MR. SELF 6/11, 30/6, 32/9, 32/20, 33/7, 33/12,
33/17, 33/20, 34/3, 34/11, 34/16, 34/23, 35/16, 35/17,
37/1, 43/16, 43/17, 49/20, 58/20, 59/2
Mr. Wiggins 38/23, 38/24, 39/5, 39/9, 39/11, 40/6,
40/19, 40/22, 41/11, 41/19, 43/12
Mr. Wiggins' 50/19
MS. AUGER 6/18, 37/24, 37/25, 39/24, 43/15, 44/2
MS. BARONE 6/8, 30/4, 30/7, 35/18, 40/1, 45/19,
52/14, 58/3
MS. KEATING 5/5, 6/22, 7/2, 7/6, 7/14, 7/18,
7/21, 51/12, 51/15, 52/18, 53/1, 53/6, 54/5, 54/12,
58/13, 58/15, 58/19, 58/21, 58/24, 60/4, 60/12, 60/16
Ms. Nancy 28/23
Ms. White 29/18, 29/23
multilateral 42/3
multiple 16/9

N

name 6/2, 17/25, 43/11
necessary 52/1, 52/9, 53/9
need 7/24, 8/1, 8/14, 8/18, 16/18, 25/4, 25/5, 26/14,
27/9, 29/3, 33/2, 33/3, 33/16, 34/1, 34/8, 34/16, 34/19,
34/21, 38/15, 38/17, 39/23, 39/24, 46/12, 50/8, 53/2,
53/4, 54/2, 54/3, 55/1, 59/1, 59/15
needed 22/24, 22/25, 27/11, 27/14, 45/20, 45/21
needs 17/9, 19/24, 27/8, 34/1, 36/23, 43/7, 52/19
negotiate 13/9, 13/24, 14/9, 14/12, 23/7, 26/2, 32/16,
34/22, 38/6, 42/23, 43/23, 47/19, 56/20, 57/3, 57/23
negotiated 25/1, 43/22, 56/5
negotiates 33/6, 40/25
negotiating 25/9
negotiation 13/25, 15/5, 16/19, 23/23, 25/14, 40/2,
42/1, 42/3
negotiations 44/17, 44/18, 51/3
neighborhood 15/2
Nietto 5/23
nine 16/3, 16/5
nondiscriminatory 41/13
nongeneric 17/15
normal 39/1
NORMAN 3/14, 6/15
North 1/24
Northeast 3/8
Notice 5/4, 5/5, 39/2, 39/4
notion 21/2, 22/20, 25/10, 44/1, 44/24, 45/15, 45/24
number 11/1, 21/11, 22/16, 35/1, 39/19
numbers 59/11

O

Oak 4/13
objects 7/11
obligation 18/3, 41/7
occupied 11/15
occupying 24/8
odds 10/2
offered 20/4
office 1/6, 1/11, 1/16, 1/20, 1/25, 2/4, 3/12, 3/15,
3/19, 4/5, 9/4, 10/25, 11/25, 13/5, 13/21, 19/25, 20/9,
20/17, 22/12, 22/17, 23/18, 23/19, 23/23, 26/4, 27/25,
28/4, 28/9, 28/14, 31/7, 31/22, 32/2, 33/21, 35/12,
43/3, 47/8, 50/13, 53/14
Officer 2/10, 61/5
offices 13/7, 17/2, 18/13, 18/17, 19/3, 21/19, 25/3,
31/14, 32/23, 37/9, 48/23, 53/13, 54/9

Official 61/3
 open 48/15
 opening 16/5
 opportunity 8/5, 8/13, 10/12, 13/23, 14/19, 37/9, 47/8
 opposed 10/4, 10/11
 opposing 8/10
 option 19/18, 20/3, 20/6, 22/12, 25/23, 50/1, 50/17
 options 18/1, 19/4, 19/7, 20/21, 20/22, 21/17, 21/20, 21/24, 22/9, 22/15, 24/8, 24/12, 38/16
 ORAL 2/8, 5/7, 6/25, 7/20, 8/18, 58/2, 60/19, 61/4
 Orange 1/6
 order 1/10, 1/15, 1/19, 1/24, 2/4, 7/4, 8/9, 11/3, 12/24, 27/21, 27/24, 28/1, 32/21, 35/10, 35/21, 36/23, 41/4, 41/15, 53/23
 orders 9/16, 27/2
 ordinance 60/14
 ordinances 60/12
 orient 8/19
 originally 51/18
 overwhelm 15/13, 16/1

P

p.m. 2/13, 5/2, 60/21
 Palm 1/20
 Palmetto 1/15
 Paragraph 35/21
 parameters 23/6, 24/4
 parenthetical 7/7
 parked 55/10
 parking 19/19, 20/1, 43/2, 44/13, 55/10, 55/13
 part 9/8, 9/20, 13/13, 20/2, 30/9, 36/17, 46/5, 55/19, 55/22
 participate 17/12
 parties 10/12, 12/6, 12/14, 13/13, 14/8, 14/12, 14/15, 15/6, 15/11, 17/10, 21/6, 21/13, 21/21, 22/24, 24/11, 36/18, 38/3, 48/23, 49/2, 56/25, 57/3, 59/7, 60/5
 Partnership 3/3, 3/5, 6/9
 party 10/5, 13/6, 16/9, 26/9
 PATRICK 3/18
 pay 40/17, 40/20, 50/19
 PCs 29/9
 Peachtree 3/8, 5/13
 Pennington 4/8, 6/19
 permissible 19/11
 perspective 40/23, 41/20
 persuaded 53/3
 Petition 1/3, 1/8, 1/13, 1/17, 1/22, 2/1, 41/3
 petitions 5/8, 38/8, 38/18, 60/9
 PHILLIP 3/6, 5/12
 phrase 7/6, 7/8, 52/14
 physical 1/4, 1/8, 1/13, 1/17, 1/22, 2/2, 5/8, 7/8, 9/9, 9/11, 9/14, 10/6, 10/14, 12/15, 12/23, 15/20, 17/6, 17/24, 18/1, 18/5, 18/12, 18/18, 19/1, 19/3, 19/23, 20/3, 20/22, 21/2, 22/15, 26/22, 26/25, 27/6, 27/12, 27/14, 27/16, 27/22, 28/16, 28/24, 29/1, 29/2, 29/6, 29/13, 29/15, 30/2, 30/19, 31/13, 31/24, 32/24, 34/4, 35/2, 35/6, 35/23, 36/6, 36/10, 36/13, 36/14, 36/24, 37/17, 42/16, 44/11, 44/15, 45/12, 45/16, 49/25, 50/3, 53/21, 54/13, 54/21, 54/22, 56/10, 58/8
 physically 19/14
 picnic 20/2
 piece 46/12
 PLACE 2/14, 5/6, 12/20, 33/11, 51/17, 61/5
 placed 47/11
 planning 22/4
 plans 24/15
 plausible 46/20
 play 15/8, 16/19
 pleading 8/22
 plenty 47/3
 point 12/11, 13/1, 13/3, 14/2, 14/25, 17/13, 18/25, 20/15, 23/14, 23/19, 25/14, 27/20, 28/19, 33/20, 35/4, 35/20, 40/7, 41/19, 42/8, 42/19, 42/20, 57/9, 58/4
 points 39/6
 policy 44/9, 48/20, 51/4, 53/19
 Port 1/6
 posed 30/9
 posing 32/10
 position 28/20, 28/22, 33/23, 38/14
 possibility 12/21, 46/25, 47/1, 57/17
 possible 19/25, 24/5, 45/24, 46/18, 47/25
 Post 3/12, 3/15, 3/19, 4/5
 potential 16/25, 17/16, 30/3
 power 29/9
 practicality 16/8
 precedence 28/13, 28/18
 precedential 21/9, 21/23, 21/25
 precluded 41/2
 predicate 59/19
 preempts 12/10
 prefer 52/6, 60/2
 Prehearing 2/10, 61/5

prejudice 14/18, 57/4
 premises 18/6, 19/20, 19/22, 20/3, 20/4, 20/20
 presented 22/22, 51/25, 53/8
 prevented 36/19
 principles 13/4
 problem 5/18, 9/8, 15/9, 16/22, 23/11, 30/10, 33/14, 45/10, 47/22, 55/5, 55/22, 59/12
 problems 17/16, 50/2
 procedure 7/4, 14/6, 43/18, 57/2
 proceeding 16/18, 16/21, 16/23, 16/24, 17/9, 18/2, 24/6, 24/25, 26/7, 37/13, 40/11, 45/14, 47/24, 49/12
 PROCEEDINGS 2/8, 21/22, 42/7, 61/7
 process 10/22, 15/7, 30/11, 40/1, 40/8, 40/15, 41/20, 42/1, 48/3, 53/4, 53/18, 54/3, 54/25
 projections 11/14
 promote 41/15
 promulgated 12/4
 pronounce 26/17
 pronouncement 54/7
 proposal 10/6, 16/4, 50/13, 50/24
 proposals 10/13, 10/15, 15/11, 15/23, 16/13, 49/5, 50/22, 56/4
 proposed 49/8, 51/19
 proposes 43/2
 proposition 29/4
 provide 18/5, 41/11, 54/13
 provides 19/19
 PUBLIC 1/1, 4/12
 pun 30/12
 Purnell 3/23
 purpose 10/18
 put 16/11, 17/25, 19/9, 26/3, 26/11, 31/25, 32/5, 33/1, 34/14, 35/12, 46/11, 49/21
 putting 36/19

Q

question 9/2, 9/13, 10/24, 15/14, 20/19, 30/9, 32/22, 34/13, 37/5, 43/9, 44/3, 44/9, 45/22, 46/6, 49/20, 50/9, 52/14, 52/19, 57/1, 58/12, 59/9, 59/17
 questions 17/19, 17/21, 38/2, 45/19
 quick 58/3
 quote 9/8, 9/9, 30/19

R

rack 31/17, 31/25, 32/3, 35/13, 48/16
 raise 10/8, 12/6, 37/12
 raised 49/21
 range 8/2
 rates 41/12
 Raton 1/11
 raw 38/5, 38/20
 reach 44/6, 46/12, 53/2
 reached 52/19
 read 5/3, 8/21, 29/6
 reason 10/11, 43/4, 60/17
 reasonable 13/12, 34/8, 41/12, 41/14, 43/3
 reasons 9/22, 9/24, 12/19
 rebuttal 8/6
 recommended 51/11
 record 36/23, 46/9, 48/21
 reemphasize 38/14
 regulatory 11/21
 reinserted 52/4
 related 28/15
 relation 38/2
 remain 43/4
 remained 58/6
 repeating 8/15
 report 1/5, 1/10, 1/15, 1/19, 1/24, 2/3, 35/21
 REPORTED 2/17, 61/7
 Reporter 2/18, 61/1, 61/3
 represent 17/23
 represented 31/16, 31/23, 32/10
 representing 6/8, 6/13, 6/17, 6/21, 35/18, 39/8
 request 8/4, 47/6
 requested 13/6
 require 47/18
 required 27/25, 28/11
 requirement 9/1, 11/21, 54/13
 requirements 1/4, 1/9, 1/13, 1/18, 1/22, 2/2, 5/9, 11/19, 25/6, 35/13, 60/14
 requires 11/22
 requiring 27/18, 27/19, 41/14
 resale 14/11
 resell 41/17
 resolve 35/9
 resolved 42/2
 resource 22/3, 41/6, 41/8
 respect 23/1, 24/20, 44/12
 respond 44/1, 44/20, 44/21

response 43/11
 responsibility 24/3
 restrained 32/24
 retain 34/24
 return 30/8
 RICHARD 3/11, 5/21
 risk 24/7
 Room 2/15, 20/8, 23/3, 23/5, 47/3
 route 16/19
 RPR 2/17, 61/3
 rule 19/21
 rules 18/5, 20/5, 20/24
 ruling 41/25, 42/1
 run 40/13, 55/9
 running 24/7, 55/13
 Rutledge 3/22

S

safe 55/16
 Safety 11/22, 16/8
 Sams 3/11, 5/22
 sat 24/14
 save 44/16
 saw 5/16
 scarce 22/3, 41/5
 scope 49/11
 second 15/9, 27/20, 28/6, 28/8, 36/5, 36/9, 36/11, 40/7, 45/1, 45/22, 60/2
 Section 18/3
 secure 48/18
 securities 24/22
 security 26/2
 seeds 42/6
 seek 42/21
 segregate 31/12
 segregated 19/15, 21/3, 22/13, 23/13, 31/14, 32/8, 49/22
 Self 3/15, 4/4, 6/11, 6/12, 6/16, 43/17
 sense 12/16, 22/21, 47/16, 53/17
 sentence 29/7
 separate 18/9, 18/22, 47/9, 59/4
 separated 13/15
 sequence 25/16
 serve 13/4, 32/1
 SERVICE 1/1, 4/12, 29/5
 Services 4/13
 set 1/4, 1/9, 1/13, 1/18, 1/22, 2/2, 5/6, 11/5, 21/15
 share 39/13, 39/16, 40/3, 40/5
 shared 24/10
 sharing 39/16, 56/22, 56/24
 shift 15/17
 shifted 16/15
 Shumard 4/13
 shutting 24/9
 side 8/10, 16/24
 simple 39/6
 single 19/9, 32/24, 48/16
 sitting 30/17, 30/18, 31/8
 situation 25/24, 37/2, 42/25
 six 11/3, 18/9, 18/13, 21/18, 32/23, 37/8, 42/19
 skipped 42/10
 skipping 30/10
 Smith 3/12, 3/22
 sort 9/23, 14/14, 14/18, 23/6, 23/11, 42/9, 44/9, 47/4, 47/17, 49/6, 50/4, 50/5, 53/18, 53/20, 59/19
 South 3/15, 3/23, 3/25, 4/5, 4/9, 5/20, 6/12, 6/16, 6/20, 27/9, 42/13
 Southern 3/7
 sowing 42/6
 space 9/3, 9/13, 10/25, 11/12, 11/15, 11/23, 12/7, 12/8, 12/13, 12/15, 12/17, 12/23, 12/25, 13/8, 13/11, 13/20, 13/22, 15/15, 15/16, 15/18, 18/8, 18/14, 18/17, 18/20, 19/5, 19/17, 19/22, 20/9, 20/17, 21/12, 22/1, 22/5, 22/6, 22/11, 22/14, 22/24, 23/22, 24/2, 24/4, 24/9, 24/11, 25/12, 25/24, 26/5, 26/11, 27/9, 27/11, 27/13, 27/18, 27/25, 28/11, 28/14, 29/20, 30/1, 30/13, 30/14, 31/2, 31/5, 31/6, 31/12, 31/23, 32/12, 32/15, 32/17, 32/22, 33/13, 34/13, 35/11, 35/23, 36/2, 36/4, 36/5, 36/8, 36/10, 36/16, 36/20, 36/24, 37/3, 37/6, 37/8, 37/16, 37/17, 38/5, 38/12, 38/21, 39/13, 39/16, 39/19, 39/20, 39/21, 41/1, 41/22, 42/21, 42/22, 43/2, 43/3, 43/20, 43/21, 45/2, 45/19, 46/6, 46/10, 47/2, 48/1, 49/3, 49/9, 49/25, 50/5, 50/7, 50/10, 50/11, 50/24, 51/25, 52/9, 52/15, 52/21, 53/8, 53/24, 55/21, 56/1, 57/7, 57/14, 58/6, 59/5, 59/9, 60/8, 60/13, 60/14, 60/15
 spaces 18/24
 sparse 41/8
 specificity 51/2
 spelled 6/4
 split 59/4
 Sprint 3/2, 3/4, 6/9, 35/19

square 22/11, 23/17, 25/2, 28/3, 28/6, 30/24, 31/9, 31/15, 31/23, 32/22, 33/3, 33/19, 33/22, 34/9, 35/1, 36/25, 37/1, 38/20, 43/22, 44/5, 46/18
Staff 4/14, 6/23, 8/16, 31/8, 51/9, 52/6, 54/4, 54/6, 59/15
Staffs' 27/5
stake 17/10
stance 54/20
stand 37/7
standard 19/1
start 7/13, 8/9, 8/11, 25/8, 34/9, 34/11
starting 23/14, 25/8
State 11/21, 17/11, 18/11, 35/22, 61/1
statement 29/11, 29/18, 29/24, 51/5, 53/19
stenographically 61/7
step 30/11, 36/9, 36/11, 45/1
strategic 14/16
Street 3/8, 3/15, 3/24, 4/5, 4/9, 5/13, 6/12, 6/16
stresses 14/8
strike 52/2
strikes 40/3, 53/22, 56/9
structure 10/2
stuff 50/6
subject 19/11, 40/2
subtract 34/21, 43/20
sufficient 35/23, 36/5, 36/9, 36/20, 37/17, 45/3, 45/23, 52/16, 52/22, 53/25, 58/5, 59/6, 59/24, 59/25
suggestions 26/10
suitable 13/10, 15/19, 21/20, 30/19, 31/17
Suite 3/24
Super 28/3
support 14/23, 29/4, 37/21, 42/14
supportive 37/25
supports 27/21
surround 19/10
SUSAN 2/10
susceptible 35/5, 35/7
switch 42/4
switching 29/9, 29/14
Systems 4/3

T

table 30/17, 31/8, 31/16, 31/23, 31/25, 32/10, 59/3
talk 10/21, 14/19, 50/2
talked 8/17, 30/20, 36/25, 37/1
talking 15/21, 16/25, 41/6, 43/13, 48/12, 48/14
talks 19/21
Tallahassee 2/16, 3/12, 3/16, 3/20, 3/24, 4/6, 4/10, 4/13, 6/13, 6/20
tank 12/2, 33/2
TCG 3/25, 5/20, 42/12
technical 16/7, 18/7
Technologies 4/7, 6/14
Tecca 1/11
Telecom 4/11, 6/21, 20/23, 26/21
Telecommunications 1/5, 1/7, 1/9, 1/12, 1/14, 1/16, 1/18, 1/21, 1/23, 2/3, 2/5, 3/7, 3/10, 4/3, 5/25, 18/4
Teleport 5/19
temporary 1/3, 2/1
ten 31/17
terminating 29/8
terminology 35/25
terms 14/11, 15/25, 16/7, 18/19, 22/23, 24/22, 30/21, 31/1, 40/22, 41/12, 41/23, 45/10, 59/10
test 29/10
testimony 51/25, 52/2, 52/8, 52/23, 53/8, 58/19
Thank 6/7, 8/23, 17/21, 30/3, 35/15, 35/17, 37/19, 43/5, 60/18
Thereupon 60/20
They've 25/3
third 10/11, 11/19, 16/22, 17/13, 28/7, 28/19
three 9/21, 9/24, 10/19, 11/10, 12/3, 15/4, 21/20, 24/10, 26/10, 35/8, 41/16, 49/9, 50/14, 50/16
threshold 27/10, 33/14, 38/11, 38/13
TIME 2/13, 4/11, 5/6, 6/21, 7/21, 8/19, 14/1, 14/2, 16/15, 21/7, 21/8, 23/25, 24/1, 25/15, 26/1, 43/1, 44/16, 61/5
titled 29/6
top 41/14
touched 26/12
tougher 26/13
traditional 12/16, 13/14, 18/21, 22/4, 22/20, 23/13, 23/20, 24/8, 30/19, 31/19, 37/4, 45/15, 47/4
transcribed 61/8
transcript
transmission 29/8
true 33/7, 40/14, 56/22, 60/16
turn 21/4
turning 10/19, 50/5
two 21/19, 22/14, 24/7, 24/9, 26/9, 28/23, 28/25, 31/17, 32/1, 39/6, 39/21, 42/18, 44/19, 45/18, 52/20, 52/21

two-fold 23/11
two-step 40/1, 53/4, 54/25
type 11/6, 23/1, 24/17, 53/14
types 15/21, 36/12, 49/7

U

unbundled 41/17
Underwood 3/22
UNEs 14/11
Unlike 42/17
unnecessary 14/23, 51/21
up-front 24/6
useful 48/24, 48/25
utilize 31/18
utilized 32/18

V

vacuum 30/13, 51/2
value 21/23, 21/25
varieties 28/25
variety 10/9, 19/4, 29/2
vehicle 55/10
vein 41/10
view 7/12, 9/11, 16/17, 19/1, 44/10, 48/18, 49/23, 58/8
viewing 35/25
Villacorta 3/18
virtual 28/24, 29/1, 49/23, 50/4
visited 31/15

W

walk 50/22
waiver 1/3, 1/8, 1/13, 1/17, 1/22, 2/1, 5/8, 9/1, 10/23, 12/22, 15/22, 17/4, 23/4, 23/5, 38/8, 38/19, 39/18, 39/24, 41/22, 53/23, 54/11, 54/13, 54/21, 55/18, 55/23, 57/15, 57/18
waivers 12/9, 22/21
walls 13/16, 18/23, 19/10, 19/24, 26/3, 30/21, 31/4, 31/11, 31/20, 32/8, 32/12, 47/10
Warner 4/11, 6/21
Wednesday 2/12
week 58/22, 58/23, 58/24
weeks 11/3
West 1/19, 3/8, 5/13
White 28/23, 55/24
wide 10/9, 32/13
WIGGINS 3/18, 43/12
Wilkinson 4/8, 6/19
witness 34/25, 37/7
word 41/13
worded 59/23
wording 45/10
words 26/22, 26/24, 27/2, 27/5, 27/22, 29/14
work 10/22, 13/25, 22/19, 49/8, 49/9, 57/8, 57/10, 57/11, 57/15
workshop 51/19
WorldCom 4/7, 6/13
worry 44/14
writes 28/23, 29/19
written 29/18

X

X 32/6

Y

years 15/4

Z

zero 31/23, 33/21