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November 19, 1999

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

Dear Mrs. Bayo:

Re: Docket No. 981834-TP / Docket No. 990321-TP

You will find enclosed for filing in the above-referenced dockets an original and fifteen (15) copies of AT&T's Prehearing Statement and the Rebuttal Testimony of Ronald W. Mills filed on behalf of AT&T.

Copies of the foregoing are being served on the parties of record in accordance with the attached certificate of service.

Yours truly,

Tracy Hatch

- AFA \_\_\_\_\_
  - APP \_\_\_\_\_
  - CAF \_\_\_\_\_
  - CMU \_\_\_\_\_
  - CTR \_\_\_\_\_
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CERTIFICATE OF SERVICE  
DOCKETS 981834-TP and 990321-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via  
U.S. Mail to the following parties of record on this 19th day of November, 1999:

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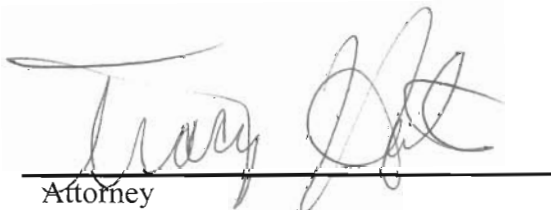
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**REBUTTAL TESTIMONY OF**  
**RONALD W. MILLS**  
**ON BEHALF OF**  
**AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC.**  
**DOCKETS NOS. 981834-TP and 990321-TP**

Q. PLEASE STATE YOUR NAME AND ADDRESS.

A. My name is Ronald Mills. My business address is 1200 Peachtree Street, NE, Atlanta, Georgia 30309.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by AT&T Corp. ("AT&T") as a District Manager within the Law and Government Affairs organization.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND EXPERIENCE.

A. I have worked for AT&T for the past 26 years with a three years leave of absence in the U.S. Navy. My AT&T job experiences include assignments in Network Operations Central Offices, Data Processing, Marketing, Engineering, and Environment, Health and Safety. I hold a BA in Human Resource Administration from St. Leo College, a Masters in Technology Management from the Georgia Institute of Technology and a Master's Certificate in Commercial Project Management from

1 George Washington University. I also, hold certifications as an  
2 electrician and project manager.

3 In Network Operations, I was responsible for maintaining, testing, and  
4 repairing private line and switched telephone equipment.

5 As a Data Processing Associate I was responsible for managing batch and  
6 on-line systems data processing programs for The Atlanta Corporate data  
7 center. I performed duties as troubleshooter to identify and repair  
8 hardware and software errors. Data Processing specialty – Job Control  
9 Language (JCL) debugging.

10 As a Marketing Administrator I assisted various National Account teams  
11 with technical support for customer presentations and service analysis.  
12 Provided National Account Team technical support for voice products,  
13 sales and services.

14 Within AT&T engineering I have held several assignments. Successfully  
15 transitioned the BellSouth Message TIRKS database to AT&T's Toll  
16 Connect Engineering. Developed and wrote all start-up method and  
17 procedures for the Atlanta Toll Connect group.

18 National Account Engineering Manager for the Federal Express National  
19 Account. Responsible for coordination of all projects (Voice/Data).  
20 Customer Service Engineer – Switched Services Coordination,  
21 coordinated the implementation of private switched networks, working  
22 closely with the Local Exchange Companies.

1 Service Node Engineer – Managed three regions (eighteen states) to  
2 provide Nodal and Hybrid services via T1.5 services and access.  
3 Project Manager – This position provided subject matter expertise for  
4 planning, coordination, and implementing projects that added capacity or  
5 features to the AT&T World Wide Intelligent Network.

6

7 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

8 A. The purpose of my rebuttal testimony is to respond to some of the issues  
9 raised by other parties who filed testimony in this proceeding.

10 Specifically, I will respond to issues raised by the witness for BellSouth  
11 and GTE.

12

13 Q. MR. HENDRIX STATES THAT BELLSOUTH WILL INFORM AN  
14 ALEC WITHIN 15 CALENDAR DAYS WHETHER ITS  
15 APPLICATION FOR COLOCATION IS ACCEPTED OR REJECTED  
16 BASED ON SPACE AVAILABILITY. DO YOU HAVE ANY  
17 COMMENT ON THIS STATEMENT?

18 A. Yes. Mr. Hendrix testimony states that BellSouth will comply with the  
19 Commission's recent Proposed Agency Action Order regarding the  
20 timelines for responding to an ALEC's application for collocation space.  
21 BellSouth protested that portion of the order establishing the 15 day  
22 requirement. More importantly, the 15 day requirement is inconsistent  
23 with the FCC's rule 51.321(h) that requires an ILEC to notify an ALEC

1 with in 10 days of receipt of a request. BellSouth should be required to  
2 notify an ALEC of space availability within 10 calendar days of receipt of  
3 the application for collocation space. Further, it should be noted that  
4 BellSouth is not currently following the Commission's protested  
5 guideline or the FCC rule.

6  
7 Q. ON PAGE 5, LINE 22-24 MR. HENDRIX STATES THAT, "FOR  
8 PHYSICAL COLLOCATION REQUESTS IN FLORIDA,  
9 BELLSOUTH WILL PROVIDE AN APPLICATION RESPONSE  
10 WITHIN (30) CALENDAR DAYS OF RECEIPT OF THE  
11 COMPLETED APPLICATION AND APPLICATION FEE." THEN ON  
12 PAGE 6, LINES 4-6 HE STATES THAT WITHIN (30) BUSINESS  
13 DAYS FOR 1-5 APPLICATIONS. WHAT IS THE EFFECT OF  
14 CHANGING FROM CALENDAR DAYS TO BUSINESS DAYS?

15 A. Switching from calendar days to business days is confusing. More  
16 importantly, such a switch serves only to delay timely responses to  
17 ALECs' applications. Changes from calendar to business days increase  
18 response delays. Also, when multiple applications are sent to BellSouth,  
19 there is no difference in five (5) submitted by one ALEC or five  
20 submitted by five individual ALECs. Arbitrarily stretching out the time  
21 to provide responses again delays collocation for ALECs. BellSouth  
22 provides no justification for its onerous timeframe requirements. Nor  
23 does BellSouth state what the timeframe is if an ALEC sends more than

1 five on the same day. The Commission should adopt a uniform standard  
2 for all collocation applications. The Commission should require that all  
3 applications be answered as to whether physical space exists within 10  
4 calendar days and a full and complete response sufficient to enable an  
5 ALEC to make a firm order within 15 calendar days. It is essential that  
6 the Commission adopt precise collocation intervals and hold the ILECs to  
7 them. To underscore the need for these requirements, from November  
8 1998 through April 1999, fifty-four percent of the responses to AT&T's  
9 collocation applications have been past the 30 day commitment.

10

11 Q. ON PAGE 7, LINES 2-3 MR. HENDRIX STATES THAT THE  
12 RESPONSE WILL ALSO INCLUDE THE CONFIGURATION OF THE  
13 SPACE. DO YOU HAVE ANY OBSERVATIONS ON THIS  
14 STATEMENT?

15 A. Yes. AT&T agrees that the space configuration should be included in its  
16 response. However, AT&T has never received a space configuration  
17 from BellSouth to date with any of its previous requests.

18

19 Q. MR. HENDRIX STATES ON PAGE 7 LINES 15-20 THAT  
20 BELL SOUTH HAS NEVER OMITTED INFORMATION THAT WAS  
21 NECESSARY FOR A COLLOCATION APPLICANT TO MOVE  
22 FORWARD WITH A FIRM ORDER. DO YOU AGREE WITH THIS?

23



1 A. No. BellSouth is not meeting its current stated commitments. Moreover,  
2 BellSouth's responses are inadequate. In addition to what BellSouth  
3 currently provides, AT&T requires the following: an architecture floor  
4 plan, exact location of collocation space (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, fl.,) location of  
5 BellSouth network demarcation main distributing frame, relay rack  
6 information specifying floor aisle and bay, joint implementation mtg.  
7 dates, address of central office restated, dates on application response sent  
8 to AT&T, estimated space ready due date, and proposed point of  
9 demarcation. Some or all of this information is consistently not provided  
10 to AT&T.

11

12 Q. IS BELLSOUTH'S PROPOSAL THAT INFORMATION OMITTED  
13 FROM THE RESPONSE BE PROVIDE "AS SOON AS POSSIBLE"  
14 ADEQUATE?

15 A. No. While it seems reasonable on its face, the Commission should  
16 carefully note that this undefined standard provides no incentives on  
17 BellSouth to move in a timely manner. Here time is of the essence.  
18 There should be no extension of the 30 calendar days and all the  
19 information that an ALEC needs to send a Firm Order back to BellSouth.

20

21 Q. DO YOU AGREE WITH MR. MILNER'S DEFINITION OF  
22 "PREMISES"?

1 A. No. Unlike the FCC's Expanded Interconnection collocation rules,  
2 section 251(c)(6) is not limited to "central offices" but more broadly  
3 allows collocation "at the premises of the local exchange carriers" (see 47  
4 U.S.C. 251(c)(6)) The dictionary definition of "premises" is "a piece of  
5 real estate; house or building and its land" (See Webster's New World  
6 Dictionary, 2d ed. 1984) Relying on this distinction and the pro-  
7 competitive purpose of the Act, the FCC has reasonably determined that  
8 section 251 (c)(6) permits new entrants to collocate in a broad range of  
9 points under the ILEC's control. (Local Competition Order para. 573.)

10 Q. DO YOU AGREE WITH MR. MILNER'S TESTIMONY REGARDING  
11 "OFF-PREMISES" INTERCONNECTION?

12 A. No. The Commission should not grant Mr. Milner's request to declare  
13 that BellSouth is not required to accommodate requests for non-fiber  
14 optic facilities placed in its entrance facilities, consistent with FCC Rules  
15 in CC Dockets 96-98 and 91-141. The Commission should require  
16 ILECs, pursuant to FCC Rule 51.323 including (d)(3), "permit  
17 interconnection of copper or coaxial cable if such interconnection is first  
18 approved by the state commission; . . ." This requirement is more in  
19 keeping with the procompetitive purposes of the Act and the freedom of  
20 ALECs to develop their networks as meet their needs. Competition does  
21 not flourish by allowing ILECs to place unreasonable requirements in the  
22 path of the ALECs.

1 Q. DO YOU AGREE WITH THE TERMS AND CONDITIONS THAT  
2 MR. HENDRIX PROPOSES REGARDING CONVERTING VIRTUAL  
3 COLLOCATION TO PHYSICAL COLLOCATION?

4 A. No. AT&T does not agree with Mr. Hendrix position regarding the terms  
5 and conditions to converting virtual collocation to physical collocation.  
6 When an ALEC requests that a virtual arrangement be converted to  
7 physical, the conversion should be allowed with no other changes than  
8 the change in ownership and maintenance responsibilities. Mr. Hendrix  
9 identifies no operational reason that would necessitate any changes to the  
10 configuration of the converted collocation arrangement. This is in  
11 keeping with the FCC Advanced Services Order that precluded ILECs  
12 from imposing many of the previous limitations on physical collocation  
13 that accomplished nothing more than needlessly increasing ALEC's costs.

14 Q. DO YOU AGREE WITH BELLSOUTH'S POSITION ON RESPONSE  
15 AND IMPLEMENTATION INTERVALS FOR CHANGES TO  
16 EXISTING ALEC COLLOCATION SPACE?

17 A. No. The 90 calendar days suggested by Mr. Hendrix for changes to  
18 existing collocation where BellSouth believes conditions are other than  
19 normal according to their scope and definition is unreasonable. Mr.  
20 Hendrix offers no explanation as to how any of his self-described "other  
21 than normal conditions" would necessitate a longer provisioning interval.  
22 A far more reasonable time interval for all BellSouth stated conditions

1 should not exceed sixty (60) calendar days.

2 Q. DO BELLSOUTH'S PROVISION INTERVALS FAIL TO PROVIDE  
3 SHORTER INTERVALS TO MAKE CHANGES NECESSITATED BY  
4 EMERGENCY CONDITIONS?

5 A. Yes. BellSouth has not provided intervals that accommodate changes to  
6 existing collocation space that are necessitated by emergency situations.  
7 Under emergency conditions such as safety hazards, fluid leaks, bad cable  
8 connections to AT&T's equipment or other service threatening  
9 conditions, the reasonable response from BellSouth should be no less than  
10 forty-eight (48) hours. The necessary implementation interval needed to  
11 perform the emergency condition repair/requests should not exceed 7  
12 days. As an example of actions requiring expedited treatment, in a  
13 situation in Florida, BellSouth installed certain faulty DS0, DS1, and DS3  
14 cable connections in several locations. BellSouth was notified of these  
15 conditions and it committed to repair the faulty cable in ten (10) days.  
16 However, the repair was not completed until approximately five (5)  
17 weeks later. BellSouth's lack of timely response and implementation of  
18 changes seriously affected AT&T's ability to provide the service it  
19 promised to its own customers. This was very costly in terms of  
20 customer satisfaction, not to mention time and money.

21 Q. IS BELLSOUTH'S REQUIREMENT THAT ALECS PAY AN  
22 APPLICATION FEE FOR CROSS CONNECTIONS BETWEEN

1 NONCONTIGUOUS ALEC COLLOCATION SPACES  
2 APPROPRIATE?

3 A. No. BellSouth's imposition of an application fee for ALEC to ALEC  
4 cross connections that are not between contiguous spaces is clearly  
5 appropriate. Certainly BellSouth should be notified that such connections  
6 are being made. However, it is inappropriate to impose an application fee  
7 when BellSouth performs no work in making the cross connections.

8 Q. DO YOU AGREE WITH BELLSOUTH'S PROPOSED  
9 PROVISIONING INTERVAL FOR PROVISIONING CAGELESS  
10 COLLOCATION?

11 A. No. BellSouth's proposed interval is inappropriate. There are no  
12 significant differences between virtual collocation and cageless  
13 collocation. As a result, the provisioning interval for cageless collocation  
14 should be the same as virtual collocation – 60 calendar days.

15 Q. DO YOU AGREE WITH MR. MILNER'S DEFINITION OF THE  
16 APPROPRIATE DEMARCATION POINT BETWEEN ILEC AND  
17 ALEC FACILITIES?

18 A. No. It is unclear as to what Mr. Milner means when he talks about a  
19 "conventional distributing frame." It is AT&T's understanding that all  
20 distributing frames are conventional, therefore BellSouth could be  
21 including intermediary distributing frames (point of termination bays

1 (POTs bays) in its definition. More importantly, BellSouth should not  
2 have sole discretion to determine demarcation points on a case by case  
3 basis. BellSouth must jointly establish with ALEC's the other points of  
4 demarcation for fiber, coaxial, and copper terminations.

5 BellSouth states that a POTs bay may, at the ALEC's option, be placed in  
6 an ALEC's collocation space. Contrary to BellSouth's view however, a  
7 POTs bay place at an ALEC's space should be the demarcation point.  
8 There is no technical reason why a POTs bay should not be the  
9 demarcation point as chosen by the ALEC. Precluding such an  
10 arrangement does nothing but increase ALEC costs for no reason.

11 Q. IS BELLSOUTH'S PROPOSAL FOR RESERVATION OF SPACE  
12 APPROPRIATE?

13 A. No. Mr. Milner's testimony describes a reservation process that doesn't  
14 exist. AT&T is unaware of any BellSouth procedure under which  
15 BellSouth must reserve space for its own use in a manner equal to the  
16 application process that must be used by ALECs to obtain space. He  
17 states that "BellSouth will forfeit any of its reserved space that will not be  
18 used within the two-year window if needed by an ALEC." It is clear  
19 from this comment that BellSouth has reserved space for its own use;  
20 however, ALECs have no knowledge of the amounts and locations of  
21 such reserved space since BellSouth does not make this information  
22 available. If BellSouth had a reservation procedure under which it and

1 ALECs could reserve space, then all parties would have knowledge of the  
2 space reserved. There is no reservation process available to ALECs;  
3 ALECs must use BellSouth's application procedure to order collocated  
4 space as their only means of reserving space for future use. In doing so,  
5 ALECs must apply for space without knowledge of BellSouth's private  
6 reservations. AT&T believes that this breakdown in procedures prevents  
7 ALECs and this Commission from knowing whether BellSouth is  
8 complying with the FCC's admonition that ILECs not reserve space for  
9 their own use on more favorable terms than those applied to ALECs. Mr.  
10 Milner is incorrect in asserting that "BellSouth applies to ALECs the  
11 same standards it applies to itself regarding the reservation of space."  
12 Additionally as long as an ALEC has an appropriately documented  
13 business plan for use of the space, such ALEC should not be required to  
14 forfeit the space.

15 Q. DO YOU AGREE WITH MR. MILNER'S CONTENTION GENERIC  
16 PARAMETERS CANNOT BE ESTABLISHED?

17 A. No. Over the years new technology has shrunk the foot print and size of  
18 equipment used in central offices thus, freeing space once used for  
19 equipment. Wisely, many ILECs moved administrative employees into  
20 this unused space. While this may have been an appropriate use of such  
21 space in a monopoly era, it is not appropriate any longer. Fostering  
22 competition in the local exchange market and in particular the need for  
23 collocation space competition requires that space used for administrative

1 purposes not critical to the operation and maintenance of the central  
2 office be available for collocation as needed. To do otherwise will choke  
3 the proliferation of facilities-based competition.

4 Q. DO YOU AGREE WITH MR. MILNER'S ASSERTION THAT  
5 SIMPLY HAVING A "PRODUCTIVE USE FOR THE SPACE"  
6 SHOULD PRECLUDE ITS AVAILABILITY FOR COLLOCATION?

7 A. No. Simply finding a productive use for space that is not related to the  
8 essential maintenance and operation of the central office is not a  
9 sufficient basis to exclude otherwise available space from collocation.  
10 Such activities become a barrier to ALEC ability to provide facilities  
11 based competition. Moreover, it also lends itself to subtle warehousing  
12 of space by the ILEC. The ILEC with nonessential administrative  
13 functions occupying space in a central office can manipulate the available  
14 space on its own whim to its own advantage and to the ALECs  
15 disadvantage. Efficient use of all available space in the furtherance of  
16 competition is the most appropriate and most productive use of such  
17 space.

18 Q. MR. HENDRIX STATES THAT WHEN SPACE IS AVAILABLE  
19 BELL SOUTH PROVIDES PRICE QUOTES WITHIN 30 BUSINESS  
20 DAYS AND IDENTIFIES THE DETAIL THAT IS PROVIDED WITH  
21 THE PRICE QUOTE. DO YOU HAVE ANY COMMENT?

22 A. Yes. BellSouth's time interval as well as the detail provided with the



1 price quote are inappropriate. A price quote should be provided within  
2 15 calendar days not 30 business days. It is essential that ALECs be  
3 given quick and timely price estimates for collocation. We require a  
4 timely price estimate in fifteen calendar days from the time BellSouth  
5 receives a complete and accurate and fee. Under many conditions, the  
6 price quotes provided are not detailed to the level for an ALEC to  
7 determine feasibility and accuracy of associated cost. Many cost  
8 estimates are over inflated - over 80% of AT&T's cage collocation  
9 requests are exceeding \$100,000 for space preparation by BellSouth. The  
10 detail information supplied by BellSouth does not even come close to  
11 disclosing sufficient cost detail that AT&T can judge the appropriateness  
12 of the costs being imposed. ILECs must be required to provide a fully  
13 detailed itemized accounting of the bills rendered for collocation in order  
14 for the ALECs to validate the charges being imposed.

15 Q. DO YOU AGREE WITH BELLSOUTH'S AND GTE'S POSITION  
16 REGARDING PARTICIPATION OF THE ALECS IN THE  
17 DEVELOPMENT OF THE ILEC'S COLLOCATION PRICE QUOTE?

18 A. No. ALECs should have the opportunity to participate in the  
19 development of these cost estimates performed by BellSouth or its  
20 certified contractors on the behalf of the ALEC. BellSouth's practices in  
21 this regard raise serious questions. AT&T is charged large sums of  
22 money for the various elements of establishing collocation space.  
23 However, AT&T is not allowed to verify or validate reasonableness of

1 the charges assessed. For example, a significant portion of the  
2 application fee is for architectural fees to design the infrastructure build  
3 outs of the caged enclosures. However, AT&T never receives scaled and  
4 detailed architectural blue prints of this design work. It has been brought  
5 to AT&T's attention that BellSouth benefits directly from these services  
6 and receives the architectural blue prints. In many cases the architectural  
7 costs exceed \$20,000 per location for preparation. AT&T strongly feels  
8 that this is a prime example of why the ILECs should provide ALECs  
9 with the opportunity to protect their interests by being included in the  
10 price development sessions with the ILEC.

11 Q. DO YOU AGREE WITH BELLSOUTH'S POSITION THAT WOULD  
12 PRECLUDE AN ALEC FROM HIRING AN ILEC CERTIFIED  
13 CONTRACTOR TO PERFORM SITE PREPARATION, RACKING  
14 AND CABLING AND POWER WORK?

15 A. Yes. Generally, it is the ILEC's obligation and responsibility to prepare  
16 the space for collocation. However, BellSouth's stated concerns do not  
17 support their policy on this issue. There can be no valid concern about  
18 the quality of the contractor since it would be certified by the ILEC. The  
19 certified contractor performing work on the behalf of an ALEC would  
20 have to schedule any work done work with BellSouth in accordance with  
21 some mutually agreed upon method and procedure. The process of  
22 scheduling the work would preclude work being performed by multiple  
23 carriers. The ILEC's careful scheduling of multiple carriers in the

1 common work area would avoid any safety violations or dangerous work  
2 situations. BellSouth's parade of "chaotic" horrors is simply a red  
3 herring.

4 Q. DO YOU AGREE WITH BELLSOUTH'S AND GTE'S ASSERTIONS  
5 AS TO THE CIRCUMSTANCES THAT WOULD JUSTIFY AN  
6 EXTENSION OF THE PROVISIONING INTERVALS?

7 A. No. BellSouth and GTE do not appropriately justify any extension from  
8 the provisioning intervals absent an agreement for the ALEC. The  
9 provisioning intervals should never be extended without prior notification  
10 unless both parties are aware of the circumstances and are in mutual  
11 agreement. The only exceptions should be truly extraordinary  
12 circumstances such as acts of God. The "extraordinary circumstances"  
13 identified by BellSouth such as equipment rearrangements or additions;  
14 power plant additions or upgrades are simply not extraordinary events.  
15 These are routine normal events that happen in the life of a central office.  
16 Moreover, they are known and planned well in advance. There should be  
17 no "unforeseen" conditions stemming from these events. Simple efficient  
18 planning for the occurrence of these activities should easily be  
19 coordinated with any collocation activities.

20 Q. IS BELLSOUTH'S PROPOSED RECOVERY OF COSTS FOR SITE  
21 PREPARATION, SECURITY AND COLLOCATION REPORTS  
22 APPROPRIATE?

1 A. In part, BellSouth's proposed methodology is appropriate. The proposed  
2 nonrecurring charge rationale is appropriate but the actual cost studies  
3 must be examined to determine the appropriateness of the final rates.  
4 For purposes of the recurring charges for security, the rates should be  
5 recovered as part of the floor space rental and should be allocated based  
6 on each ALEC's footage divided by the total CO square footage at the  
7 premises, including BellSouth occupied space. Site preparation costs  
8 should be recovered based on each ALEC's square footage divided by the  
9 total CO square footage at the premises, including BellSouth occupied  
10 space.

11

12 Q. WHAT IS YOUR UNDERSTANDING OF BELLSOUTH'S  
13 PROPOSAL TO NOTIFY ALECS AND THE COMMISSION OF  
14 SPACE THAT BECOMES AVAILABLE IN AN OFFICE THAT  
15 PREVIOUSLY WAS AT EXHAUST?

16 A. It is unclear as to what BellSouth intends here. First, BellSouth states  
17 that it will maintain a waiting list for applications that are submitted for  
18 space where space is exhausted. It appears extremely onerous to require  
19 ALECs to make an application with the attendant fees simply to get on to  
20 BellSouth's waiting list. It would be far more appropriate if BellSouth  
21 would allow ALECs to simply write a letter to BellSouth informing them  
22 that the ALEC seeks to be placed on the waiting list for particular central  
23 office. This process should apply to all ILECs.

1 Second, BellSouth states that when space becomes available, it is going to  
2 notify the ALEC's that can be accommodated based upon the square  
3 footage requested. This would suggest that the priority for awarding the  
4 new space would be based on the nature of the space requested and not on  
5 when it was requested. If this reading of BellSouth's position is correct  
6 then it would appear to violate the notion that space should be awarded on  
7 a first-come, first-served basis.

8 Third, ILECs should be required to provide a minimum of 60-days notice  
9 of the space availability. This is a much more reasonable notice  
10 requirement. This would actually give an ALEC sufficient time to  
11 evaluate its space needs as well as its current forecasts to judge whether it  
12 still requires the collocation space. The Commission should be notified  
13 at the same time that ALECs are notified.

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15 Q. DO YOU AGREE WITH BELLSOUTH'S METHODOLOGY FOR  
16 APPLYING THE FIRST-COME, FIRST-SERVED RULE?

17 A. Not entirely. Initially, a distinction must be made between the two  
18 scenarios at issue – space available because a waiver request is denied  
19 and space available due to a modification to the central office. Each  
20 requires different treatment.

21 For instances where space is available due to a modification to the central  
22 office, if the ILEC has denied a request for physical collocation within the  
23 preceding three years (a reasonable period where a requestor may still be

1 interested in the space), any newly available collocation shall first be  
2 offered to the carriers whose request for physical collocation were denied,  
3 beginning with the first such denial. Only reasonable space requests  
4 should be honored. For example, a request for 5000 square feet by the  
5 first requestor should be limited to some reasonable amount that is in line  
6 with other typical requestors.

7 In those instances in which collocation space becomes available as a  
8 result of a denial of a waiver, the ILEC should award space to the ALECs  
9 that challenged the waiver request. The order in which space should be  
10 granted should be the same in which the ALECs that actually challenge  
11 the waiver requested space. To the extent that a requestor fails to  
12 participate in the challenge of the waiver request, that requestor will have  
13 waived its place in the priority of space allocated as a result of the  
14 successful challenge of the waiver request. As was noted above, only  
15 reasonable requests for space should be honored.

16 The ILEC must not be allowed to require ALECs to reapply for space that  
17 becomes available. Reapplication would allow the ILECs to start the  
18 clock over before offering physical collocation space. Instead, ILECs  
19 should respond to applicants immediately after space becomes available  
20 to offer them the new space consistent with the process recommended  
21 above.

22 If an ILEC improperly denied a request for physical collocation in a  
23 central office where the Commission determines space is available, the

1 ILEC should be responsible for all of the costs associated with migrating  
2 a virtual collocation arrangement to a physical collocation arrangement  
3 and any additional costs related to the ILEC's initial improper denial.  
4 Such a policy would put an ALEC near the same position it would have  
5 been in had the ILEC initially and correctly offered space and would  
6 encourage the ILECs to offer space to ALECs when the space is actually  
7 available.

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9 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

10 A. Yes.

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