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November 19, 1999

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

**Re: Docket No. 981834-TP and 990321-TP**

Dear Ms. Bayó:

Enclosed are an original and 15 copies of BellSouth Telecommunications, Inc.'s Rebuttal Testimony of Jerry D. Hendrix and W. Keith Milner. Please file these documents in the captioned matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

*J. Phillip Carver*  
J. Phillip Carver (Ba)

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Enclosures

cc: All parties of record  
M. M. Criser, III  
N. B. White  
R. D. Lackey

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**Docket No. 981834-TP and 990321-TP**

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BELLSOUTH TELECOMMUNICATIONS, INC.  
REBUTTAL TESTIMONY OF W. KEITH MILNER  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NOS. 981834-TP and 990321-TP  
NOVEMBER 19, 1999

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

A. My name is W. Keith Milner. My business address is 675 West Peachtree  
Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection  
Services for BellSouth Telecommunications, Inc. ("BellSouth"). I have  
served in my present role since February 1996 and have been involved  
with the management of certain issues related to local interconnection,  
resale, and unbundling.

Q. ARE YOU THE SAME W. KEITH MILNER WHO FILED DIRECT  
TESTIMONY IN THIS PROCEEDING?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. I will respond to portions of the testimony of the following witnesses in

1 connection with issues 3-4, 9-12, 16, and 20:

2

- 3 • John W. Ries, GTE Florida Incorporated, "GTE"
- 4 • Julia O. Strow, Intermedia Communications, Inc., "Intermedia"
- 5 • Andrew Levy, MGC Communications, Inc., "MGC"
- 6 • Michael Moscaritolo, Covad Communications Company, "Covad"
- 7 • Robert Williams, Rhythms Links Inc., "Rhythms"
- 8 • Ron Martinez, WorldCom Technologies, Inc., "WorldCom"
- 9 • Melissa L. Closz, Sprint
- 10 • Michael R. Hunsucker, Sprint
- 11 • James C. Falvey, e.spire Communications, Inc., "e.spire"
- 12 • Joseph Gillan, Florida Competitive Carriers Association, "FCCA"
- 13 • David Nilson, Supra Telecommunications and Information Systems,
- 14 "Supra"

15

16 **ISSUE 3: To what areas does the term "premises" apply, as it pertains to**  
17 **physical collocation and as it is used in the Act, the FCC's Orders, and FCC**  
18 **Rules?**

19

20 Q. MR. MARTINEZ (PAGE 7) STATES THAT A BROAD DEFINITION OF  
21 "PREMISES" HAS BEEN REINFORCED BY THE FCC'S RECENT  
22 ADVANCED SERVICES ORDER AND THAT IN PARAGRAPHS 39 AND  
23 45 OF THE ORDER, THE FCC SPECIFICALLY AUTHORIZED  
24 COLLOCATION IN ANY AVAILABLE SPACE INSIDE OR OUTSIDE OF  
25 THE CENTRAL OFFICE. DO YOU AGREE WITH MR. MARTINEZ'

1 INTERPRETATION?

2

3 A. No. Nothing in either paragraph 39 or 45 specifically addresses  
4 authorizing collocation in any available space inside or outside of the  
5 central office. The entire text of Paragraph 39 states:

6 “We [FCC] now adopt our tentative conclusion that incumbent LECs  
7 must provide specific collocation arrangements, consistent with the  
8 rules we [FCC] outline below, at reasonable rates, terms, and  
9 conditions as are set by state commissions in conformity with the  
10 Act and our [FCC] rules. We [FCC] agree with those commenters  
11 that argue requiring such alternative collocation arrangements will  
12 foster deployment of advanced services by facilitating entry into the  
13 market by competing carriers. By requiring incumbent LECs to  
14 provide these alternative collocation arrangements, we [FCC] seek  
15 to optimize the space available at incumbent LEC premises,  
16 thereby allowing more competitive LECs to collocate equipment  
17 and provide service. Moreover, we [FCC] noted in the *Advanced  
18 Services Order and NPRM*, and the record reflects, that more cost-  
19 effective collocation solutions may encourage the deployment of  
20 advanced services to less densely populated areas by reducing the  
21 cost of collocation for competitive LECs”.

22

23 The entire text of Paragraph 45 states:

24 “In the *Advanced Services Order and NPRM*, we [FCC] also asked  
25 whether, if an incumbent LEC offers a particular collocation



1 arrangement, such an arrangement should be presumed to be  
2 technically feasible at other LEC premises. We [FCC] recognize  
3 that different incumbent LECs make different collocation  
4 arrangements available on a region by region, state by state, and  
5 even central office by central office basis. Based on the record, we  
6 [FCC] now conclude that the deployment by any incumbent LEC of  
7 a collocation arrangement gives rise to a rebuttable presumption in  
8 favor of a competitive LEC seeking collocation in any incumbent  
9 LEC premises that such an arrangement is technically feasible.  
10 Such a presumption of technical feasibility, we [FCC] find, will  
11 encourage all LECs to explore a wide variety of collocation  
12 arrangements and to make such arrangements available in a  
13 reasonable and timely fashion. We [FCC] believe this "best  
14 practices" approach will promote competition. Thus, for example, a  
15 competitive LEC seeking collocation from an incumbent LEC in  
16 New York may, pursuant to this rule, request a collocation  
17 arrangement that is made available to competitors by a different  
18 incumbent LEC in Texas, and the burden rests with the New York  
19 incumbent LEC to prove that the Texas arrangement is not  
20 technically feasible. The incumbent LEC refusing to provide such a  
21 collocation arrangement, or an equally cost-effective arrangement,  
22 may only do so if it rebuts the presumption before the state  
23 commission that the particular premises in question cannot support  
24 the arrangement because of either technical reasons or lack of  
25 space".

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The term “premises” has been clearly defined by the FCC in its rules. The definition has been restated in this rebuttal testimony on this page at lines 19-25.

**Q. MR. MARTINEZ (PAGES 7-8) AND MR. HUNSUCKER (PAGE 8) STATE THAT STRUCTURES HOUSING ADMINISTRATIVE OFFICE PERSONNEL SHOULD BE AVAILABLE FOR COLLOCATION WHEN SPACE IS LEGITIMATELY EXHAUSTED IN A PARTICULAR LEC PREMISES OR IF THERE IS VACANT SPACE AVAILABLE IN THESE STRUCTURES PER THE FCC’S DEFINITION OF “PREMISES”. DO YOU AGREE?**

**A. No. Such an interpretation goes far beyond an ILEC’s duty to provide collocation in its premises. As I stated in my direct testimony, the Telecommunications Act of 1996 (“Act”) does not provide a definition for the term “premises”, nor is the term discussed in the legislative history. In the FCC’s Order 96-325, the FCC defined the term “premises” as follows:**

**“We [FCC] therefore interpret the term ‘premises’ broadly to include LEC central offices, serving wire centers and tandem offices, as well as all buildings or similar structures owned or leased by the incumbent LEC that house LEC network facilities. We [FCC] also treat as incumbent LEC premises any structures that house LEC network facilities on public rights-of-way, such as vaults containing loop concentrators or similar structures”. [Paragraph 573]**

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I believe that if the FCC intended to broaden its definition, it could have done so in its recent Order. It did not. Instead, the FCC permits "the new entrant to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements" (FCC Order 99-48 at Paragraph 44) and only in legitimate space exhaust situations.

These statements by Messrs. Martinez and Hunsucker are not about legitimate space exhaustion. Instead, it is a demand by ALECs for access to structures on ILEC property that do not house ILEC network facilities and thus do not meet the FCC's definition of "premises". Furthermore, "adjacent CEVs and similar structures" referenced by the FCC in 47 CFR §51.323(k)(5) are ALEC structures built adjacent to the BellSouth premises. These structures will not be owned by or controlled by BellSouth, will not house BellSouth facilities, and therefore can not be BellSouth premises. To summarize, CEVs and similar structures are located on BellSouth's property but are not BellSouth's "premises" because the adjacent CEVs and similar structures are not BellSouth's and the equipment housed within the adjacent CEV or similar structure is not part of BellSouth's network facilities.

Q. HAVE OTHER PARTIES SOUGHT TO FURTHER BROADEN THE FCC'S DEFINITION OF THE TERM "PREMISES"?

1 A. Yes. Some parties have suggested that buildings housing BellSouth's  
2 administrative or other support personnel that are on parcels of land  
3 adjacent to or near BellSouth's central offices should likewise be  
4 considered "premises" under the FCC's definition. Since these buildings  
5 do not house network facilities (that is, switches or transmission  
6 equipment, for example), they are not subject to requirements for  
7 collocation.

8  
9 Q. MR. MARTINEZ (PAGE 8) APPARENTLY AGREES WITH THE TEXAS  
10 COMMISSION'S DEFINITION OF PREMISES IN THAT "TO THE  
11 EXTENT SPACE IN AN ELIGIBLE STRUCTURE IS 'LEGITIMATELY  
12 EXHAUSTED' AND THE SWBT PROPERTY ALSO HAS WITHIN CLOSE  
13 PROXIMITY AN 'ADMINISTRATIVE OFFICE' WHERE NETWORK  
14 FACILITIES COULD BE HOUSED, THAT SPACE SHOULD BE LOOKED  
15 AT AS A POSSIBLE ADJACENT ON-SITE COLLOCATION LOCATION".  
16 [EMPHASIS ADDED] DO YOU AGREE?

17  
18 A. Absolutely not. To the extent that the Texas Commission expanded the  
19 definition of "premises", it set up a conflict with the FCC's definition of  
20 "premises". It is the FCC's definition that is important in these  
21 proceedings because BellSouth must provide collocation according to that  
22 definition. The FCC defined "premises" as those buildings or similar  
23 structures that house ILEC network facilities, not buildings or structures  
24 that could house ILEC network facilities.

25

1 Q. ON PAGE 6 OF HIS TESTIMONY, MR. LEVY STATES THAT THE TERM  
2 "PREMISES" NOT ONLY APPLIES TO ANY SPACE IN A CENTRAL  
3 OFFICE THAT IS UNUSED BUT ALSO INCLUDES THE ILEC'S  
4 PROPERTY OUTSIDE OF THE CENTRAL OFFICE BUILDING, BUT  
5 WITHIN THE PROPERTY LINE. DO YOU AGREE?  
6

7 A. No. I disagree with Mr. Levy's definition of the term "premises". The  
8 FCC's definition of the term "premises" in no way specifies space outside  
9 of the central office building or similar building or structure. To conform  
10 with the FCC's use of the term "premises", the space outside of the central  
11 office must have some form of structure which houses ILEC network  
12 facilities. Empty property is not, by definition, appropriately classified as  
13 "premises".  
14

15 Q. ON PAGES 6-7 OF HIS TESTIMONY, MR. LEVY STATES THAT  
16 UTILIZING ANY SPACE WITHIN THE PROPERTY LINE IS VALUABLE  
17 BECAUSE IT IS CLOSE TO THE CENTRAL OFFICE BUILDING "SO  
18 THAT THE ALEC CAN REACH THE ILEC MAIN DISTRIBUTION FRAME  
19 ('MDF') VIA A COPPER CONNECTION THROUGH A MANHOLE."  
20 DOES BELLSOUTH HAVE ANY OBLIGATIONS TO PROVIDE FOR  
21 SUCH NON-FIBER OPTIC FACILITIES?  
22

23 A. The rules regarding an ILEC's collocation obligation under the Act  
24 established by the FCC in the First Report and Order clearly state that the  
25 ILEC has no obligation to accommodate copper entrance facilities unless

1 and until such interconnection is first approved by the state commission.

2 47 CFR §51.323(d)(3) is as follows:

3 "When an incumbent LEC provides physical collocation, virtual  
4 collocation, or both, the incumbent LEC shall permit interconnection  
5 of copper or coaxial cable if such interconnection is first approved  
6 by the state commission."

7

8 This rule was not altered by the FCC's decision in its *Advanced Services*  
9 *Order and NPRM*.

10

11 **ISSUE 4: What obligations, if any, does an ILEC have to interconnect with**  
12 **ALEC physical collocation equipment "off-premises"?**

13

14 Q. DO YOU AGREE WITH THE COMMENTS OF SEVERAL WITNESSES  
15 THAT THE ACT AND THE FCC'S RULES REQUIRE AN ILEC TO  
16 INTERCONNECT WITH ALEC FACILITIES REGARDLESS OF WHERE  
17 THE ALEC FACILITIES ARE LOCATED, SUBJECT ONLY TO  
18 REASONABLE SAFETY AND MAINTENANCE REQUIREMENTS?

19 *HUNSUCKER, P. 9-10; LEVY, P. 7; WILLIAMS, P. 10; FALVEY, P. 6.*

20

21 A. No. BellSouth has an obligation to interconnect at any technically feasible  
22 point within the BellSouth network for the purposes of the transmitting and  
23 routing of telephone exchange traffic and exchange access traffic.

24 BellSouth complies with this obligation pursuant to negotiated and  
25 arbitrated interconnection agreements. The issue in this docket is where

1 does the adjacent collocation obligation lie and if the entrance facility rule  
2 for collocation applies. The answer is that the adjacent collocation  
3 obligation lies within the confines of the legitimately exhausted BellSouth  
4 premise property. Further, 47 CFR §51.323(d)(3) absolutely applies to  
5 adjacent collocation.

6  
7 The trend in the telecommunications industry is for cables and equipment  
8 to be reduced in size, not increased in size. For example, yesterday's  
9 3,600 pair copper cable required its own four inch conduit. The capacity  
10 provided by that copper cable could now easily be provided by a fiber  
11 optic cable, which is a little more than one-half inch in diameter, an eight-  
12 fold reduction. Accommodation of ALECs' requests to use BellSouth's  
13 entrance facilities to bring new copper cables into BellSouth's central  
14 offices would accelerate the exhaust of entrance facilities at its central  
15 offices at an unacceptable rate, as compared to current technologies such  
16 as fiber optic cable.

17  
18 Q. ON PAGE 9 OF HIS TESTIMONY, MR. WILLIAMS SAYS THAT ILECs  
19 SHOULD ALLOW COMPETITORS TO EITHER CONSTRUCT OR  
20 OBTAIN ADJACENT COLLOCATION IN ANY ADJACENT STRUCTURE  
21 AT AN ILEC PREMISES INCLUDING ALL EXISTING STRUCTURES AT  
22 THE ILEC PREMISES THAT HOUSE NETWORK FACILITIES. DO YOU  
23 AGREE?

24  
25 A. I agree, but only where space is exhausted inside the central office

1 building and only in those existing structures that meet the FCC's  
2 definition of "premises".

3

4 Q. MR. WILLIAMS (PAGE 9) SAYS THAT IN ORDER TO COLLOCATE AT  
5 THE ILECS' PREMISES, COMPETITORS SHOULD ALSO BE ALLOWED  
6 TO COLLOCATE IN REMOTE TERMINALS, WHICH ARE OWNED OR  
7 LEASED BY THE ILEC HOUSING NETWORK FACILITIES, AND WOULD  
8 BE AT AN EXTREME COMPETITIVE DISADVANTAGE IF PROHIBITED  
9 FROM UTILIZING THESE FACILITIES. DO YOU AGREE?

10

11 A. As a general rule, remote terminals lack sufficient space for physical  
12 collocation. There may be occasions where collocation in remote  
13 terminals is found to be technically feasible. However, a technically  
14 feasible method for an ALEC to gain access to unbundled network  
15 elements at a BellSouth remote terminal is for the ALEC to install its own  
16 equipment inside its own structure alongside BellSouth's structure.  
17 BellSouth would then extend a tie-cable between its structure and the  
18 ALEC's structure thus providing access but preserving network reliability.

19

20 Q. ON PAGE 7 OF HIS TESTIMONY, MR. LEVY STATES THAT  
21 "INTERCONNECTION IS TECHNICALLY FEASIBLE AND THEREFORE,  
22 SHOULD BE MANDATORY. ALL THAT IS REQUIRED FOR SUCH AN  
23 INTERCONNECTION IS CONDUIT SPACE IN AN ILEC MANHOLE  
24 NEAR THE CENTRAL OFFICE BUILDING WHERE COPPER FROM THE  
25 ILEC CAN BE SPLICED TO COPPER FROM THE ALEC". DO YOU



1 AGREE WITH MR. LEVY'S COMMENTS?

2

3 A. No. First, Mr. Levy's comment that "interconnection is technically feasible"

4 is extremely vague and not very definitive, therefore his claim cannot be

5 supported as stated. Second, as I discussed previously in this testimony,

6 the issue of interconnection of non-fiber optic cable facilities was

7 addressed in the FCC's Second Report and Order, In the Matter of

8 Expanded Interconnection with Local Telephone Company Facilities in CC

9 Docket 91-141, Transport Phase I, released September 2, 1993.

10 Paragraph 69 of that Report and Order states: "LECs are not required to

11 provide expanded interconnection for switched transport for non-fiber optic

12 cable facilities (e.g., coaxial cable). In the Special Access Order, we [that

13 is, the FCC] concluded that given the potential adverse effects of

14 interconnection on the availability of conduit or riser space,

15 interconnection should be permitted only upon Common Carrier Bureau

16 approval of a showing that such interconnection would serve the public

17 interest in a particular case. We adopt this approach for switched

18 transport expanded interconnection."

19

20 BellSouth believes that, consistent with the FCC's Rules in CC Dockets

21 96-98 and 91-141, it is not required to accommodate requests for non-

22 fiber optic facilities placed in BellSouth's entrance facilities.

23

24 Q. MR. NILSON STATES (PAGE 7) THAT "THE ILEC SHOULD BE

25 REQUIRED TO PROVIDE ANYTHING THAT IS A TECHNICALLY

1 FEASIBLE INTERCONNECTION OR USE OF FACILITIES WITHIN THE  
2 CO OFF PREMISES". PLEASE RESPOND.

3

4 A. I'm not sure what Mr. Nilson means as he doesn't indicate how this should  
5 be done. Also, I don't understand what is meant by his phrase "within the  
6 CO off premises".

7

8 Q. ON PAGE 3 OF MS. STROW'S TESTIMONY, REFERENCE IS MADE TO  
9 "THE FCC ADOPTED RULE 51.323(k)(1) REQUIRING THE ILECS TO  
10 PROVIDE "OFF-PREMISES" OR "ADJACENT COLLOCATION" WHERE  
11 SPACE IS LEGITIMATELY EXHAUSTED IN A PARTICULAR ILEC  
12 CENTRAL OFFICE AND WHERE IT IS TECHNICALLY FEASIBLE".  
13 PLEASE COMMENT.

14

15 A. First, FCC 51.323(k)(1) addresses shared collocation cages, not adjacent  
16 collocation. I believe Ms. Strow meant to refer to FCC 51.323(k)(3) which  
17 addresses adjacent space collocation. Second, Ms. Strow's statement  
18 seems to imply that "off-premises" is synonymous with "adjacent  
19 collocation", but provides no definition of either. I do not believe "off  
20 premises" and "adjacent collocation" to be synonymous terms. BellSouth  
21 provides "adjacent collocation" by allowing collocators to construct or  
22 otherwise procure CEVs and similar structures on BellSouth's property in  
23 cases where space for physical collocation is legitimately exhausted. I  
24 believe "off-premises" physical collocation is a reference to space a  
25 collocator may rent or own that is in close proximity to a BellSouth central

1 office, thus the difference in the two terms.

2

3 **ISSUE 9: What is the appropriate demarcation point between ILEC and**  
4 **ALEC facilities when the ALEC's equipment is connected directly to the**  
5 **ILEC's network without an intermediate point of interconnection?**

6

7 Q. THE ALECS' WITNESSES GENERALLY AGREE THAT THEY SHOULD  
8 HAVE THE OPTION TO PROVISION AN ALTERNATE DEMARCATION  
9 POINT EITHER INSIDE OR OUTSIDE THEIR COLLOCATION SPACE  
10 AS APPROPRIATE. CLOSZ, P. 17; LEVY, P. 14-15; WILLIAMS, P. 13-  
11 14; NILSON, P. 10. WHAT IS YOUR REACTION?

12

13 A. As noted in my direct testimony, there obviously is a need for a clearly  
14 understood demarcation point between two carriers' networks with each  
15 party responsible for maintenance and operation of all equipment/facilities  
16 on its side of the demarcation point. Further, I do not agree that the  
17 demarcation point may be within a collocation space because ordinarily  
18 BellSouth does not have access to the ALEC's equipment within its  
19 collocation arrangement.

20

21 Contrary to the statement of Mr. Nilson at page 10, BellSouth does not  
22 have a demarcation between its switching and transmission equipment.  
23 Demarcation is a point of separation between two carriers' networks.

24

25 Q. ON PAGE 14 OF HIS TESTIMONY, MR. WILLIAMS STATES THAT

1 BELL SOUTH ESSENTIALLY REFUSES TO ALLOW COMPETITORS TO  
2 DESIGNATE THE POINT OF INTERCONNECTION BETWEEN THEIR  
3 COLLOCATION ARRANGEMENTS AND BELL SOUTH'S NETWORK. IS  
4 HE CORRECT?

5

6 A. No. BellSouth allows interconnection at any technically feasible point. The  
7 question is not "where" the point of interconnection should be but "how" or  
8 what device should be used for interconnection.

9

10 Q. MR. WILLIAMS (PAGE 14) INDICATES "BELL SOUTH INSISTS THAT  
11 RHYTHMS MUST WIRE FROM ITS COLLOCATION SPACE TO THE  
12 CDF. BELL SOUTH CLAIMS THE CDF IS NOT AN 'INTERMEDIATE  
13 FRAME,' THOUGH IT IS A FRAME LOCATED BETWEEN THE  
14 COLLOCATION ARRANGEMENT AND THE MDF". PLEASE  
15 COMMENT.

16

17 A. First of all, the CDF is not an 'intermediate frame'. It is tied directly into  
18 BellSouth's network. A demarcation point must exist to define where each  
19 carrier's network ends. BellSouth asked for a legally binding agreement  
20 between BellSouth and Rhythms in order to move forward with  
21 provisioning collocation space. At this time, it is not clear to me whether  
22 Rhythms wants a Point of Termination (POT) bay or not and whether or  
23 not Rhythms wants the demarcation point to be a POT bay. In any event,  
24 some demarcation point must be established. BellSouth proposes a CDF  
25 as a demarcation point.

1

2 Q. MS. CLOSZ (PAGES 16-17) SUGGESTS THAT THE APPROPRIATE  
3 DEMARCATION POINT BETWEEN ILEC AND ALEC FACILITIES  
4 WITHOUT AN INTERMEDIATE POINT OF INTERCONNECTION IS THE  
5 ALEC COLLOCATION SITE AND THAT THIS WOULD SERVE AS THE  
6 POINT WHERE ALEC AND ILEC FACILITIES MEET AND WHERE  
7 MAINTENANCE AND PROVISIONING RESPONSIBILITIES ARE SPLIT  
8 WITH EACH PARTY ASSUMING APPROPRIATE RESPONSIBILITY.  
9 DO YOU AGREE?

10

11 A. No. First, the ALEC collocation site is not "the" appropriate demarcation  
12 point, but "one" appropriate demarcation point. Second, Ms. Closz fails to  
13 indicate specifically where such a demarcation would be made, or upon  
14 what device the demarcation point would reside.

15

16 Q. ON PAGE 17 OF MS. CLOSZ'S TESTIMONY, SHE STATES THAT THE  
17 ALEC SHOULD HAVE THE OPTION TO UTILIZE AN INTERMEDIATE  
18 POINT OF INTERCONNECTION, SUCH AS A POT BAY. DO YOU  
19 AGREE?

20

21 A. BellSouth allows interconnection of its network to ALECs' networks at any  
22 technically feasible point. At the ALEC's option, a POT bay or frame may  
23 be placed in the collocation space, but this POT bay will not serve as the  
24 demarcation point. The FCC's Rules (Paragraph 42) state, "Incumbent  
25 LECs may not require competitors to use an intermediate interconnection

1 arrangement in lieu of direct connection to the incumbent's network if  
2 technically feasible, because such intermediate points of interconnection  
3 simply increase collocation costs without a concomitant benefit to  
4 incumbents".

5

6 **ISSUE 10: What are reasonable parameters for reserving space for future**  
7 **LEC and ALEC use?**

8

9 Q. MR. HUNSUCKER (PAGES 13-14) REFERENCES FCC RULE 51.323  
10 (f)(5) FOR GUIDELINES TO BE USED IN REGARDS TO RESERVATION  
11 OF SPACE FOR FUTURE PHYSICAL COLLOCATION USE. DO YOU  
12 AGREE WITH MR. HUNSUCKER'S INTERPRETATION OF THE FCC'S  
13 RULES?

14

15 A. No, I disagree with Mr. Hunsucker because the FCC's Rule he cites refers  
16 to virtual collocation, not physical collocation. FCC Rule 51.323(f)(5) is as  
17 follows:

18 "An incumbent LEC shall relinquish any space held for future use  
19 before denying a request for virtual collocation on the grounds of  
20 space limitations, unless the incumbent LEC proves to the state  
21 commission that virtual collocation at that point is not technically  
22 feasible."

23

24 Q. EXPLAIN THE DIFFERENCE BETWEEN VIRTUAL COLLOCATION AND  
25 PHYSICAL COLLOCATION.

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A. In a physical collocation arrangement, a collocator leases space at an ILEC's premises for its equipment. The collocator has physical access to this space to install, maintain, and repair its equipment. In a virtual collocation arrangement, the collocator, however, does not have physical access to the ILEC's premises. Instead, the equipment is under the physical control of the ILEC, and the ILEC is responsible for installing, maintaining, and repairing the collocator's equipment.

Q. ON PAGES 14-17 OF HIS TESTIMONY, MR. HUNSUCKER, ON BEHALF OF SPRINT, RECOMMENDS THAT BOTH ILECS AND ALECS SHOULD BE ABLE TO RESERVE FLOOR SPACE FOR UP TO 12 MONTHS. OTHER WITNESSES STATE THAT SPACE RESERVATION PARAMETERS SHOULD RANGE ANYWHERE FROM NO RIGHT TO RESERVE SPACE FOR EITHER THE ILEC OR ALECS TO THE RIGHT TO RESERVE SPACE UP TO THREE YEARS. *MARTINEZ, P. 14; STROW, P. 10; LEVY, P. 15.* PLEASE COMMENT.

A. As I stated in my direct testimony, the FCC, in its First Report and Order, ruled that "restrictions on warehousing of space by interconnectors are appropriate. Because collocation space on incumbent LEC premises may be limited, inefficient use of space by one competitive entrant could deprive another entrant of the opportunity to collocate facilities or expand existing space." CC 96-325, at Paragraph 586. The FCC also provides that "Incumbent LECs may not ... reserve space for future use on terms

1 more favorable than those that apply to other telecommunications carriers  
2 seeking to hold collocation space for their own future use." CC 96-325, at  
3 Paragraph 604.

4

5 BellSouth applies to ALECs the same standards it applies to itself  
6 regarding the reservation of space. ALECs may reserve space for a two-  
7 year forecast. Forecasts longer than two years become increasingly less  
8 reliable. If it is apparent the space will not be utilized and BellSouth has a  
9 need for the space for itself or for another interconnector following the  
10 expiration of the two-year period, the ALEC must forfeit the use of that  
11 space. Likewise, BellSouth will forfeit any of its reserved space that will  
12 not be used within the two-year window if needed by an ALEC.

13

14 Q. MS. STROW (PAGES 10-11) SUGGESTS THAT THE ILECS SHOULD  
15 BE REQUIRED TO HAVE ENOUGH SPACE FOR AT LEAST TWO  
16 COLLOCATORS IN A SPECIFIC CENTRAL OFFICE AND THAT WHEN  
17 SPACE FALLS BELOW THE AMOUNT NECESSARY FOR TWO  
18 COLLOCATORS, THE ILEC SHOULD FIRST BE REQUIRED TO GIVE  
19 UP THE SPACE IT HAS RESERVED FOR GROWTH IF AN ALEC  
20 REQUESTS THE SPACE. FURTHER, THE ILEC SHOULD THEN BEGIN  
21 TO CREATE PLANS FOR EXPANSION OF THE CENTRAL OFFICE. DO  
22 YOU AGREE?

23

24 A. Absolutely not. First, there is no basis for such a requirement. Any such  
25 requirement would put BellSouth at a distinct disadvantage to ALECs if the



1 ALECs reserve space without the possibility of being required to relinquish  
2 reserved space, but BellSouth must surrender its reserved space.

3 Second, BellSouth is not obligated to construct additional space or lease  
4 space. According to the FCC "We [FCC] further conclude that LECs  
5 should not be required to lease or construct additional space to provide  
6 physical collocation to interconnectors when existing space has been  
7 exhausted" (FCC 96-325, ¶ 585).

8

9 Q. MR. MARTINEZ (PAGE 14) INDICATES THAT IF ANY MODIFICATIONS  
10 OR ADDITIONS ARE PLANNED FOR A CENTRAL OFFICE TO MAKE  
11 ADDITIONAL SPACE AVAILABLE (OR IF OBSOLETE EQUIPMENT IS  
12 SCHEDULED FOR REMOVAL), ANY SPACE DESIGNATED BY THE  
13 ILEC FOR "FUTURE USE" THAT EXTENDS BEYOND THE EXPECTED  
14 BUILDING RELIEF DATE SHOULD BE RELEASED FOR USE BY THE  
15 ALECS WHO HAVE A CURRENT NEED FOR THE SPACE. DO YOU  
16 AGREE?

17

18 A. No, for the same reasons as I stated earlier. The FCC's Rules require  
19 BellSouth to allow ALECs to reserve space on the same basis as  
20 BellSouth does for itself. BellSouth complies with this requirement.

21

22 Q. MR. FALVEY, ON PAGE 10 OF HIS TESTIMONY, STATES " THE  
23 UNDERUTILIZATION OF EQUIPMENT COULD HAVE THE  
24 ANTICOMPETITIVE EFFECT OF MINIMIZING OR ELIMINATING  
25 AVAILABLE SPACE FOR COLLOCATION BY ALECS. THE

1 COMMISSION SHOULD FOCUS ON "RESERVED SPACE," BECAUSE  
2 ILECS CAN PROHIBIT COLLOCATION ENTIRELY BY RESERVING ALL  
3 THE SPACE NOT ALREADY OCCUPIED BY ITS OWN EQUIPMENT".  
4 DO YOU AGREE?

5

6 A. Definitely not. First, BellSouth already has strong financial incentives to  
7 contain its costs by making the best utilization of available equipment and  
8 capital resources. Second, BellSouth offers ALECs space reservation on  
9 equal terms to those that it applies to itself.

10

11 Q. FURTHER ON PAGE 10, MR. FALVEY STATES THAT "ANY SPACE  
12 RESERVED FOR FUTURE USE BY AN ILEC MUST BE IDENTIFIED BY  
13 THE ILEC FOR A PARTICULAR FUTURE USE. THE ILEC MUST  
14 IDENTIFY THE NATURE OF THAT INTENDED USE, THE EXPECTED  
15 DATE OF THAT USE, AND MEASURES THAT THE ILEC IS TAKING TO  
16 MAKE ADDITIONAL SPACE AVAILABLE FOR PHYSICAL  
17 COLLOCATION". DO YOU AGREE?

18

19 A. No. Mr. Falvey is mixing two different issues. I would agree that the ILEC  
20 must identify the nature and expected date of the intended future use, but  
21 as to measures the ILEC is taking to make additional space available, I  
22 would disagree. As I mentioned earlier in my testimony, BellSouth is not  
23 required to construct or lease space for collocators.

24

25 Q. ON PAGE 11 OF HIS TESTIMONY, MR. NILSON STATES THAT

1 "HISTORICALLY, AN ILEC'S SPACE RESERVATION WAS BASED ON  
2 GROWTH FORECASTING IN A MONOPOLY ENVIRONMENT. ILECS  
3 MUST NOW TAKE INTO CONSIDERATION A DECREASE IN DEMAND  
4 DUE TO LOCAL COMPETITION. THEREFORE, I BELIEVE THE  
5 PARAMETERS SHOULD APPLY EQUALLY TO BOTH ILECS AND  
6 ALECS". PLEASE COMMENT.

7

8 A. I agree. BellSouth considers forecasted space for collocation in its plans  
9 for central office additions or expansions. BellSouth provides for  
10 collocation space based on forecasts derived from the following sources:  
11 space currently allocated for collocation, the amount of space requested in  
12 either current applications or by collocators on a waiting list for that central  
13 office, and the amount of collocation space in central offices in the  
14 surrounding area. BellSouth encourages ALECs to provide forecasts  
15 periodically for a planning horizon of two years such that BellSouth can  
16 take ALEC forecasts into account as one factor when planning for central  
17 office additions, expansions, or replacements. Should this Commission  
18 issue any requirements regarding forecasting demand for central office  
19 additions or expansions, it should encourage ALECs to provide forecasts  
20 periodically for a planning horizon of two years to be used as a factor for  
21 planning purposes. BellSouth is not privy to the business plans of its  
22 competitors, and without such forecasts can only estimate their future  
23 collocation needs.

24

25 Q. ON PAGE 12 OF HIS TESTIMONY, MR. MOSCARITOLO STATES THAT

1 UNDER BELLSOUTH'S COLLOCATION AGREEMENT, AN ALEC MUST  
2 PLACE OPERATIONAL EQUIPMENT WITHIN ITS COLLOCATION  
3 SPACE AND CONNECT WITH BELLSOUTH'S NETWORK WITHIN 180  
4 DAYS OF DELIVERY OF THE SPACE. HE FURTHER INDICATES  
5 THAT EVEN THOUGH BELLSOUTH DOESN'T LABEL THIS PROVISION  
6 AS A SPACE RESERVATION POLICY, THE PROVISION EFFECTIVELY  
7 PREVENTS AN ALEC FROM RESERVING SPACE FOR FUTURE  
8 GROWTH FOR A PERIOD OF OVER SIX MONTHS. PLEASE  
9 COMMENT.

10  
11 A. The "provision" that Mr. Moscaritolo referenced is meant to prevent  
12 warehousing of space. The requirement is that the ALEC must begin to  
13 use its space within 180 days. As I stated earlier, BellSouth allows ALECs  
14 to reserve space for future expansion on the same terms as it applies for  
15 itself. As I mentioned earlier in this testimony, the FCC observed that  
16 "restrictions on warehousing of space by interconnectors are appropriate."  
17 CC 96-325, at Paragraph 586.

18  
19 **ISSUE 11: Can generic parameters be established for the use of**  
20 **administrative space by an ILEC, when the ILEC maintains that there is**  
21 **insufficient space for physical collocation? If so, what are they?**

22  
23 Q. MR. HUNSÜCKER (PAGE 17-18) STATES THAT ILECS SHOULD BE  
24 REQUIRED TO VACATE ADMINISTRATIVE SPACE PRIOR TO  
25 DENYING A COLLOCATION REQUEST. DO YOU AGREE?

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A. No, I do not. First, as I described on page 32 of my direct testimony, administrative space, while not directly supporting the equipment in the central office, is nonetheless a critical indirect factor in providing human and logistical support for the provision of service. One excellent example of the use of administrative space in a central office building is space that is used for training. Typically, the training is computer-based and is directly related to and supports the operation of the equipment activity in the building. The training is intensive and self-paced. A quiet area is a necessity for this intensive training. This training is necessary to maintain a proficient work force able to master ever-changing technology. A central office is not quiet. Telephones ring for multiple lines, while printers and fax machines run. There is a loud background level noise of fans, air conditioning, and alarms of sundry volume, duration and pitch. In addition, other work teams call to each other while running cable, installing racking, and cleaning up debris. Loudspeakers signal requests for test assistance and wiring information for customer service needs. This can be very distracting. Sending the technician out of the building for training does not allow him/her to be available in case of service emergency to help fix a critical problem. Further, some training modules require the trainee to observe the actual equipment, thus necessitating trips from the training room to the equipment itself. Requiring relocation of such training space would greatly reduce the efficiency of the training process and could potentially impact the quality of service provided from the office.

1 Second, as I stated on page 33 of my direct testimony, generic  
2 parameters for administrative space usage can not be established  
3 because there are different space, equipment, building code, manpower,  
4 and other requirements unique to each central office.  
5

6 Q. IF THE COMMISSION WERE TO ADOPT A POLICY WHICH WOULD  
7 REQUIRE BELLSOUTH TO RELOCATE ADMINISTRATIVE OR OTHER  
8 SPACE TO ANOTHER PREMISES IN ORDER TO ACCOMMODATE A  
9 COLLOCATION REQUEST, WHO SHOULD BEAR THE COSTS OF  
10 IMPLEMENTING SUCH RELOCATIONS?  
11

12 A. All associated costs of such relocations should be borne by the ALEC or  
13 ALECs whose collocation requests triggered the relocations. I am pleased  
14 that Mr. Hunsucker implicitly agrees with this position with his brief  
15 discussion of a methodology for cost calculation that assumes some  
16 responsibility by ALECs for cost causation. I am neither a cost expert nor  
17 an attorney, but it is my opinion that a separate proceeding might be  
18 required to develop a suitable costing methodology if the Commission  
19 decides that relocations are to be required in some cases.  
20

21 Q. ON PAGE 11 OF MS. STROW'S TESTIMONY, SHE SUGGESTS THAT  
22 THE COMMISSION SHOULD REQUIRE ILECS TO MAINTAIN ON FILE,  
23 FOR FIVE YEARS, ALL APPLICATIONS FOR PHYSICAL  
24 COLLOCATION AND WHEN SPACE BECOMES AVAILABLE  
25 INCLUDING ADMINISTRATIVE SPACE, THE ILEC SHOULD

1 IMMEDIATELY PROVIDE WRITTEN NOTIFICATION TO THE ALECS  
2 WHO HAD ORIGINALLY REQUESTED SPACE AND WERE DENIED.  
3 HOW DO YOU RESPOND?  
4

5 A. First, I do not see a purpose to be served by establishing arbitrary  
6 timeframes for the retention of applications. BellSouth is committed to  
7 impartially and efficiently administering a process to serve ALECs on a  
8 "first come / first served" basis in each office in which they desire to  
9 collocate. For example, once an office has been expanded sufficiently to  
10 permit the collocation of existing applicants, it is pointless to retain  
11 applications or other documents relating to the applications. The building  
12 expansion may take place within months in one office but several years in  
13 another. Therefore, paper file retention should be determined based on  
14 the circumstances of each office. BellSouth commits to keeping  
15 applications and associated documents for as long as they are needed.  
16

17 Second, BellSouth believes it is meeting the concerns raised about  
18 notification of ALECs when space becomes available. BellSouth  
19 maintains on its Interconnection Services website a notification document  
20 indicating all central offices that are without collocation space. BellSouth  
21 will update this document within ten (10) business days of the date of the  
22 first Denial of Application that causes space to become exhausted. At  
23 BellSouth's Interconnection Services website, ALECs may subscribe to an  
24 automatic e-mail notification process, which will include, among other  
25 notices, a notice that the space exhaust list has been updated. BellSouth

1 will also post a document in its Interconnection Services website that  
2 contains a general notice indicating where space has become available in  
3 a central office previously on the space exhaust list. Given this process,  
4 the formal rules proposed for adoption by Ms. Strow are unnecessary.

5  
6 **ISSUE 12: What types of equipment are the ILECs obligated to allow in a**  
7 **physical collocation arrangement?**

8  
9 Q. WHAT IS YOUR REACTION TO THE TESTIMONY OF INTERVENOR'S  
10 WITNESSES CONCERNING THE TYPES OF EQUIPMENT WHICH  
11 ILEC'S MUST ALLOW IN A PHYSICAL COLLOCATION  
12 ARRANGEMENT? *HUNSUCKER, P. 19-20; STROW, P. 13; MARTINEZ,*  
13 *P. 16; MOSCARITOLO, P. 13; CLOSZ, P. 18; FALVEY, P. 11; NILSON,*  
14 *P. 11-12; RIES, P. 15.*

15  
16 A. I am pleased that most of the witnesses cited the FCC's March 31, 1999  
17 Order that specifies what equipment is permitted. In summary, BellSouth  
18 believes the Order is clear on the following points:

19 -Equipment that is used only for telecommunications purposes may  
20 be collocated.

21 -Equipment that may be used for both telecommunications  
22 purposes and enhanced switching provider (ESP) purposes and is  
23 indeed used for telecommunications purposes may be collocated.

24 -Equipment that is used solely for ESP purposes may not be  
25 collocated.



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Q. MR. LEVY (PAGE 17) STATES THAT THE ALEC SHOULD BE PERMITTED TO INSTALL ANY EQUIPMENT THAT MEETS NEBS LEVEL 1 COMPLIANCE, REGARDLESS OF ITS FUNCTIONALITY. DO YOU AGREE?

A. No. Mr. Levy's statement contradicts his own explanation of what the FCC rules require. Given that the FCC's Order in paragraph 30 does not require collocation of equipment used solely to provide enhanced services, BellSouth believes this creates an exception to the NEBS level 1 compliance. Accordingly, BellSouth believes it already is and has been in compliance with the FCC's requirements.

Q. MR. LEVY STATES, ON PAGE 17 OF HIS TESTIMONY, THAT BELL SOUTH REQUIRES ALECS TO SUBMIT AN APPLICATION, FEE INCLUDED, FOR APPROVAL PRIOR TO INSTALLING EQUIPMENT AND THAT "THIS POLICY IS GROSSLY UNFAIR AND ANTI-COMPETITIVE." PLEASE COMMENT.

A. First, I note that Mr. Levy offers no evidence to support his assertion of unfairness or anti-competitiveness. Second, I believe Mr. Levy has not fully thought through what the application process is designed to accomplish, namely the fair treatment of all ALECs desiring to collocate. The application fee is an accepted method of demonstrating a serious intention and establishes for the record exactly when the ALEC informed

1 the ILEC of its decision to collocate in a particular office. Such a process  
2 permits the policy of "first come/first served" to be fairly administered in  
3 situations of limited collocation space.

4

5 It is also possible that Mr. Levy may be confusing this issue with the  
6 forecast issue discussed elsewhere. There is no fee associated with  
7 BellSouth's receiving an ALEC's forecast of future collocation needs.  
8 Further, as stated elsewhere, BellSouth does not believe applications  
9 alone form an adequate basis for producing a forecast of central office  
10 growth.

11

12 Q. MS. STROW (PAGE 13) AND MR. HUNSUCKER (PAGE 20) BOTH  
13 SUGGEST THAT THE ILECS SHOULD HAVE THE BURDEN OF PROOF  
14 TO ESTABLISH THAT PARTICULAR EQUIPMENT WILL NOT BE USED  
15 FOR INTERCONNECTION OR ACCESS TO UNBUNDLED NETWORK  
16 ELEMENTS. PLEASE DISCUSS.

17

18 A. It should be the responsibility of the ALEC to demonstrate that any  
19 equipment it proposes to collocate in ILEC spaces is in compliance with  
20 the FCC's rules. It is my view that it would be an unreasonable burden  
21 upon ILECs to prove the contrary case. ILECs could be faced with  
22 employing extensive technical resources to evaluate equipment not used  
23 for telecommunications purposes. Sufficient avenues of appeal exist for  
24 ALECs should they view an ILEC decision to deny placement of a  
25 particular piece of equipment as unreasonable.

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**ISSUE 16: For what reasons, if any, should the provisioning interval be extended without the need for an agreement by the applicant ALEC or filing by the ILEC of a request for an extension of time?**

Q. MR. MARTINEZ, ON PAGE 18 OF HIS TESTIMONY, STATES THAT AN AUTOMATIC EXTENSION FOR THE TIME REQUIRED TO OBTAIN A BUILDING PERMIT COULD ENCOURAGE AN ILEC TO BE LESS DILIGENT IN MANAGING THE PERMITTING PROCESS. SEVERAL OTHER WITNESSES SUGGEST THAT THERE ARE NO SITUATIONS THAT SHOULD PROVIDE THE ILEC WITH AN OPPORTUNITY TO UNILATERALLY EXTEND COLLOCATION PROVISIONING INTERVALS. CLOSZ, P. 26; WILLIAMS, P. 5; NILSON, P. 16; PLEASE COMMENT.

A. BellSouth is committed to meet the interim intervals established by this Commission in its order in Docket 990321-TP (that is, 90 business days for physical collocation and 60 days for virtual collocation). The Commission recognized in that same order that extensions of these intervals could become necessary and established a process in which the ILEC could file a Motion for Extension of Time with the Commission and to which the ALEC could respond. Several mitigating factors that are outside BellSouth's control, such as the permitting interval, local building code interpretation, and unique construction requirements, affect the provisioning interval and are properly excluded from BellSouth's provisioning interval.

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BellSouth does not, itself, obtain building permits. Instead, BellSouth's contractors or sub-contractors who perform the work obtain any required building permits. BellSouth's contracts require that the contractors obtain building permits as required by the local codes applicable at the site where the work is to be performed. The standard language in Article 27 of BellSouth's master contract reads as follows:

**"ARTICLE 27 – COMPLIANCE WITH LAWS**

27.1 Contractor shall comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations, and codes including, but not limited to Contractor's obligations, as an employer with regards to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections in Contractor's performance of this agreement."

Given the requirements of the permitting process as described in detail on pages 36-43 of my direct testimony, it is entirely appropriate that the permitting interval(s) be excluded from the provisioning interval calculations.

**Q. MR. MOSCARITOLO, ON PAGE 14-15 OF HIS TESTIMONY, ALLEGES THAT BELL SOUTH HAS FILED UNNECESSARY BUILDING PERMITS**

1 IN ORDER TO IMPROPERLY DELAY THE TURNOVER OF SEVERAL  
2 OF COVAD'S COLLOCATION SPACES IN FLORIDA. HOW DO YOU  
3 RESPOND?

4  
5 A. First, the examples cited by Mr. Moscaritolo underscore the need to  
6 exclude permitting time from the provisioning interval. It is a routine  
7 occurrence for a building inspector to require the correction of any  
8 perceived non-compliance with building codes any where on the premises,  
9 even when the non-compliance item is unrelated to the work requested by  
10 the building permit. For example, in a recent case involving work on the  
11 second floor of a building in Florida, the inspector required updates of  
12 material dealing with the flood plain as a condition of approving the  
13 requested building permit.

14  
15 Second, it is ludicrous to suggest that BellSouth would endanger its  
16 reputation in local communities by filing spurious building permits with city  
17 or county officials. All BellSouth is contending in arguing for an automatic  
18 extension of time in connection with the building permit process is that  
19 local government officials have legitimate concerns which they handle with  
20 the resources available to them, and that, therefore, BellSouth is faced  
21 with a situation which is beyond its control. As I discussed earlier,  
22 BellSouth's contractors, not BellSouth itself, actually obtain the permits.  
23 BellSouth's contractors have no reason to request needless permits or to  
24 be other than diligent in seeking their speedy approval.

25

1 Q. MR. NILSON IMPLIES ON PAGE 16 OF HIS TESTIMONY THAT ONLY  
2 ACTS OF GOD WOULD WARRANT AN EXTENSION OF TIME FOR THE  
3 PROVISIONING OF COLLOCATION SPACE. DO YOU AGREE?

4

5 A. No. I am startled that Mr. Nilson would proffer such a restrictive proposal  
6 that obviously flies in the face of basic common sense. As I stated in my  
7 direct testimony, there are a number of valid reasons for an extension of  
8 collocation provisioning intervals. Included among these are power plant  
9 additions or upgrades; major mechanical additions or upgrades; major  
10 upgrades for ADA compliance; and environmental hazard or hazardous  
11 materials abatement. None of these constitute acts of God, but they are  
12 certainly significant events related to activities within a central office.

13

14 Q. MR. NILSON, ON PAGE 16 OF HIS TESTIMONY, AND MR. MARTINEZ,  
15 ON PAGE 18 OF HIS TESTIMONY, BOTH STATE THAT THE  
16 COMMISSION SHOULD BECOME INVOLVED IN HEARING REQUESTS  
17 FOR EXTENSIONS OF COLLOCATION PROVISIONING INTERVALS.  
18 MR. LEVY, ON PAGE 20 OF HIS TESTIMONY, SUGGESTS THAT  
19 ILECS BE REQUIRED TO WRITE ALECS A LETTER REQUESTING  
20 PERMISSION TO MISS A STANDARD INTERVAL. MR. MOSCARITOLO,  
21 ON PAGE 14 OF HIS TESTIMONY, SUGGESTS A NUMBER OF  
22 BURDENS OF PROOF THAT AN ILEC WOULD HAVE TO SATISFY IN  
23 THE EVENT THAT AN ALEC DID NOT AGREE WITH AN ILEC  
24 REQUESTED EXTENSION OF THE STANDARD PROVISIONING  
25 INTERVAL IN THE CASE OF A PARTICULAR OFFICE. WHAT IS YOUR

1           RESPONSE?

2

3    A.     This Commission's decision in Dockets 981834-TP/990321-TP Order No.  
4           PSC-99-1744-PAA-TP established specific procedures that an ILEC must  
5           follow if it believes it will be unable to meet the applicable time frames and  
6           the parties are unable to agree to an extension. The requirement reads, in  
7           part, as follows:

8

9                   If the ILEC believes it will be unable to meet the applicable  
10                  time frame and the parties are unable to agree to an  
11                  extension, the ILEC shall seek an extension of time from the  
12                  Commission within 45 calendar days of receipt of the firm  
13                  order. The request shall be styled as a Motion for Extension  
14                  of Time, instead of a waiver of this guideline. The ILEC shall  
15                  explain, in detail, the reasons necessitating the extension  
16                  and shall serve the applicant carrier with its request. The  
17                  applicant carrier shall have an opportunity to respond to the  
18                  ILEC's request for an extension of time. The Commission  
19                  will rule upon the request as a procedural matter at an  
20                  Agenda Conference.

21

22           BellSouth believes this process is reasonable and adequately addresses  
23           the ALECs concerns on this issue.

24

25           BellSouth, for its part, notifies affected ALECs as soon as BellSouth

1 becomes aware that a delay may be imminent, whether the cause be an  
2 act of God or for some of the other many legitimate possible causes  
3 discussed herein. Further, BellSouth explains the reasons for any needed  
4 delay to any affected ALECs.

5

6 Q. MS. CLOSZ OF SPRINT STATES ON PAGE 25 OF HER TESTIMONY  
7 THAT "SPRINT BELIEVES THAT AN OPEN DIALOGUE REGARDING  
8 COLLOCATION PROVISIONING SCENARIOS WILL IN MOST CASES  
9 LEAD TO MUTUAL AGREEMENT BETWEEN THE PARTIES  
10 REGARDING THE APPROPRIATE PROVISIONING INTERVAL." WHAT  
11 IS YOUR RESPONSE?

12

13 A. I believe Ms. Cloz is absolutely on target. For example, BellSouth has  
14 accompanied or offered to accompany ALEC personnel to visit with city  
15 officials in Jacksonville, Florida, and Ft. Lauderdale, Florida, so that the  
16 ALEC could hear first hand the issues involved in a particular permit. In  
17 other cases, BellSouth has provided ALECs with building permit numbers  
18 so that the ALECs could verify for themselves the status of particular  
19 projects.

20

21 Q. MR. LEVY SUGGESTS ON PAGE 20 OF HIS TESTIMONY THAT THE  
22 NOTICE OF AN INTERVAL DELAY DOES NOT COME "UP FRONT" IN  
23 THE APPLICATION PROCESS BUT LATER DURING THE  
24 PROVISIONING INTERVAL. WHAT IS YOUR RESPONSE?

25



1 A. BellSouth informs ALECs of any delays or potential delays as soon as it  
2 becomes aware of them. BellSouth cannot know in advance when or from  
3 where some delay might occur during the provisioning process, thus it  
4 cannot inform ALECs of delays “up front.”

5

6 **ISSUE 20: What process, if any, should be established for forecasting**  
7 **collocation demand for CO additions or expansions?**

8

9 Q. MR. HUNSUCKER STATES ON PAGES 29-30 OF HIS TESTIMONY  
10 THAT SINCE THE FCC'S RULES REQUIRE THAT ILECS “TAKE INTO  
11 ACCOUNT PROJECTED DEMAND FOR COLLOCATION OF  
12 EQUIPMENT”, HE PROPOSES THAT ALECS SHOULD BE REQUIRED  
13 TO PROVIDE AN ANNUAL FORECAST (FOR A THREE YEAR PERIOD)  
14 OF SPACE REQUIREMENTS BY PREMISES. ADDITIONALLY, THE  
15 ILEC WOULD BE REQUIRED TO MAKE A REASONABLE ESTIMATE  
16 OF ADDITIONAL ALEC SPACE REQUIREMENTS FOR THOSE ALECS  
17 NOT CURRENTLY COVERED BY A CONTRACT. PLEASE COMMENT.

18

19 A. Each central office has its own set of growth dynamics driven by  
20 numerous obvious factors, such as the location of the central office (rural,  
21 suburban, or urban), the market served (residential, office, industrial, etc.),  
22 and the historic growth rate (stable, expanding, declining). BellSouth  
23 stands ready, in the case of any particular central office, to discuss the  
24 reasonableness of the forecasts it adopts. BellSouth's planners are  
25 charged with the responsibility of doing the detailed work necessary to

1 establish a reasonable forecast. BellSouth allows itself no more favorable  
2 terms regarding forecast horizons than it does for collocators. In general,  
3 BellSouth employs a two-year forecast window for itself.

4  
5 As to the suggestion by Mr. Hunsucker that the ILEC should make a  
6 reasonable estimate of additional ALEC space requirements for those  
7 ALECs not currently covered by a contract, BellSouth plans for collocation  
8 space based on forecasts derived from the following sources: space  
9 currently allocated for collocation, the amount of space requested in either  
10 current applications or collocators on a waiting list for that central office,  
11 and the amount of collocation space in central offices in the surrounding  
12 area. BellSouth encourages ALECs to provide forecasts periodically for a  
13 planning horizon of two years such that BellSouth can take ALEC  
14 forecasts into account as one factor when planning for central office  
15 additions, expansions, or replacements. Should this Commission issue  
16 any requirements regarding forecasting demand for central office additions  
17 or expansions, it should encourage ALECs to provide forecasts  
18 periodically for a planning horizon of two years to be used as a factor for  
19 planning purposes. BellSouth is not privy to the business plans of its  
20 competitors, and can only estimate their future collocation needs. Any  
21 requirements that are issued should be clear that an ILEC is only required  
22 to consider the forecasts that are received, and that the receipt of any  
23 forecast(s) does not constitute a guarantee that the ILEC will construct or  
24 lease space for collocation by any particular ALEC.

25

1 Q. MR. LEVY PROPOSES ON PAGE 22 OF HIS TESTIMONY THAT THE  
2 ILECS USE THE APPLICATIONS FILED BY ALECS AS THE BASIS FOR  
3 FORECASTS OF FUTURE SPACE NEEDS. WHAT DO YOU REACT TO  
4 THIS SUGGESTION?

5

6 A. It is reasonable to believe that the ILECs cited by Mr. Levy may have used  
7 the applications as part of the basis for their forecasts in the initial stages  
8 of collocation; however, applications by themselves do not provide  
9 adequate information for forecasting future needs. BellSouth believes that  
10 specific forecasts by individual ALECs on a periodic, ongoing basis  
11 provide the best foundation for BellSouth or any ILEC to develop  
12 integrated forecasts for particular central offices.

13

14 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

15

16 A. Yes.

17

18

19

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