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November 19, 1999

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

Re: Docket Nos. 981834-TP, 990321-TP Rebuttal Testimony of
Melissa L. Cloz on behalf of Sprint Communications
Company Limited Partnership, & Sprint-Florida Incorporated

Dear Ms. Bayo:

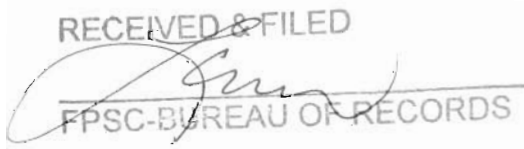
Enclosed for filing is the original and fifteen (15) copies of Sprint
Communications Company Limited Partnership & Sprint-Florida
Incorporated Rebuttal Testimony of Michael R. Hunsucker in Docket Nos.
981834-TP, 990321-TP.

Please acknowledge receipt and filing of the above by stamping the
duplicate copy of this letter and returning the same to this writer.

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Sincerely,

Susan S. Masterton
Susan S. Masterton



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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

REBUTTAL TESTIMONY

OF

MELISSA L. CLOSZ

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5

6 **Q. Please state your name and business address.**

7

8 **A. My name is Melissa L. Closz. My business address is 555**
9 **Lake Border Drive, Apopka, Florida 32703.**

10

11 **Q. By whom are you employed and in what capacity?**

12

13 **A. I am employed by Sprint as Director-Local**
14 **Market Development.**

15

16 **Q. Are you the same Melissa L. Closz that previously caused**
17 **Direct Testimony to be filed in this docket?**

18

19 **A. Yes, I am.**

20

21 **Q. What is the purpose of your testimony?**

22

23 **A. The purpose of my testimony is to provide rebuttal testimony**
24 **that is relevant to the Commission's consideration of the**
25 **collocation issues identified in Dockets 98-1834-TP & 990321-**

1 TP. Specifically, I will provide rebuttal testimony for
2 BellSouth witnesses Jerry Hendrix and Keith Milner, GTE
3 witness John Ries, Intermedia witness Julia Strow, and
4 e.spire witness Jim Falvey, regarding Issues 1,5,6,8,9,and 15
5 which were addressed in my direct testimony in this
6 proceeding. Michael Hunsucker is also presenting rebuttal
7 testimony on behalf of Sprint and will be addressing overall
8 Sprint policy positions as well as the remaining identified
9 issues.

10

11

ISSUE 1

12

13 When should an ILEC be required to respond to a complete and
14 correct application for collocation and what information
15 should be included in that response?

16

17 Q. On page 5, lines 15-18 of BellSouth witness Jerry Hendrix's
18 direct testimony, Mr. Hendrix states, "...BellSouth will
19 inform an ALEC within fifteen (15) calendar days of receipt
20 of an application whether its application for collocation is
21 accepted or denied as a result of space availability." Does
22 Sprint believe that this is the appropriate response interval
23 when the ILEC receives a complete and correct application for
24 collocation?

25

1 A. No. As stated on page 4, lines 24-25, through page 5, lines
2 1-5 of my direct testimony, Sprint believes that the ILEC
3 should respond within ten (10) calendar days to inform the
4 requesting carrier whether space is available or not. This
5 is consistent with the time frame supported by the FCC in its
6 First Report and Order in Docket 98-147. Sprint supports the
7 FCC's conclusion that ten days is "a reasonable time period
8 within which to inform a new entrant whether its collocation
9 application is accepted or denied."

10

11 Q. On page 6, lines 22-23 of his testimony GTE witness John
12 Ries states, "...GTE will inform the ALEC within 15 calendar
13 days when space is available...". Does Sprint support this
14 15-day response interval?

15

16 A. No. As stated above, Sprint believes that the ILEC should
17 respond within ten (10) calendar days to inform the
18 requesting carrier whether space is available or not.
19 Although Mr. Ries further states on page 7, lines 17-20,
20 that adoption of a 15-day interval, as was adopted in
21 California, "... is administratively easier for the ILECs
22 (and I believe, the ALECs) to maintain a consistent set of
23 rules across the states...", Sprint believes that adopting
24 national guidelines, as set forth by the FCC, provides the

1 **converting virtual to physical collocation. Does Sprint**
2 **agree?**

3
4 A. No. As stated in my direct testimony, pages 10-13, Sprint
5 believes that there are different types of conversions that
6 may be requested and different terms and conditions should
7 apply consistent with the type of conversion requested.

8
9 Specifically, when no changes are requested and a simple
10 conversion from virtual to cageless physical collocation is
11 requested, the ILEC should accommodate such a request within
12 30 calendar days, and a reduced application fee reflecting
13 only the work directly involved in reviewing the conversion
14 request should be applied. The only exception to this would
15 be when the virtual collocation that the ALEC is requesting
16 be converted is less than a full bay. In this scenario, the
17 ILEC may, at its option, choose to move the collocation
18 arrangement to another bay, in which case the standard
19 physical cageless collocation terms, conditions and intervals
20 would apply.

21
22 If the ALEC has requested changes in the collocation
23 arrangement when requesting a conversion from virtual
24 collocation to physical cageless collocation, the ILEC's

1 standard provisioning terms, conditions and intervals for
2 physical cageless collocation should apply.

3

4 Q. Intermedia witness Julia Strow, on page 5, lines 4-7,
5 states that ILECs should not make any charge to ALECs for
6 conversion of existing virtual collocation arrangements.

7 Does Sprint agree?

8

9 A. No. As stated on page 10, lines 20-23 of my direct
10 testimony, in cases where a conversion from virtual
11 collocation to cageless physical collocation is requested,
12 and no changes to the configuration are required, Sprint
13 believes that the application fee assessed to the ALEC
14 should reflect only the work directly involved in reviewing
15 the conversion request and will likely be substantially less
16 than standard collocation application fees. Because work is
17 performed by the ILEC in reviewing the conversion request, a
18 fee reflecting the work done is appropriately assessed on
19 the requesting ALEC.

20

21

ISSUE 6

22

23 What are the appropriate response and implementation
24 intervals for ALEC requests for changes to existing
25 collocation space?

1 Q. BellSouth witness Jerry Hendrix's testimony, page 10, lines
2 12-18, states that ILEC's should be allowed 30 days to
3 respond to requests for changes to existing space, and that
4 such changes should be implemented within 60 calendar days
5 under normal conditions. Does Sprint agree with these
6 intervals?

7
8 A. No. As stated in my direct testimony, page 13 lines 14-24
9 through page 15, line 3, Sprint believes that different
10 types of change requests warrant different response
11 intervals from ILECs. Specifically, when changes are
12 requested that require no physical work on the part of the
13 ILEC other than record updates, ALECs should only be
14 required to advise the ILEC of the changes that will be
15 made, and the ILEC should notify the ALEC that its records
16 have been updated to reflect the change within fifteen (15)
17 calendar days of receipt of the ALEC's change notification.

18
19 When changes requiring ILEC work are involved, the interval
20 should be reflective of the actual work involved, but should
21 not exceed thirty (30) calendar days from receipt of the
22 ALEC's request for a change. Longer intervals are warranted
23 only in cases where ILEC infrastructure improvements and/or
24 upgrades requiring additional time are required, but in these

1 cases the interval should not exceed ninety (90) calendar
2 days from receipt of the change request.

3

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ISSUE 8

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6 What is the appropriate provisioning interval for cageless
7 physical collocation?

8

9 Q. On page 14, lines 15-21 of his testimony, BellSouth's Jerry
10 Hendrix describes BellSouth's position that the provisioning
11 interval for cageless physical collocation should be the
12 same as caged physical collocation. GTE witness John Ries,
13 on page 12, lines 23-24, also supports having the same
14 provisioning interval for both cageless physical collocation
15 and caged collocation. Does Sprint agree?

16

17 A. No. As stated in my direct testimony, page 15, lines 22-23,
18 Sprint believes that the appropriate provisioning interval
19 for cageless physical collocation is sixty (60) calendar
20 days. Sprint's ILEC work processes for provisioning
21 cageless physical collocation are essentially the same as
22 its internal work processes for provisioning virtual
23 collocation and accordingly, Sprint believes that the
24 provisioning intervals for virtual collocation and cageless
25 physical collocation should be the same.

ISSUE 9

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What is the appropriate demarcation point between ILEC and ALEC facilities when the ALEC's equipment is connected directly to the ILEC's network without an intermediate point of interconnection?

Q. BellSouth witness Keith Milner, on page 24, lines 11-14 of his testimony states, "For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame." Does Sprint agree?

A. No. As stated on page 17, lines 1-5 of my direct testimony, Sprint believes that the ALEC collocation site is the appropriate demarcation point. In this scenario, the ALEC collocation site serves as the point at which the ALEC and ILEC facilities meet. It is also the point for which maintenance and provisioning responsibilities are split with each party assuming accountability on its side of the demarcation point. This arrangement provides cost-effective and operationally efficient interconnection for both ALECs and ILECs since provisioning and maintenance activities are focused at the collocation site. In contrast, when a demarcation point is designated at an

1 intermediate frame located at a distance from the
2 collocation space, additional ALEC cabling would be
3 required. Additional work activities and coordination
4 between ALEC and ILEC technicians would also be required
5 when provisioning and maintaining services at this
6 additional piece of equipment.

7

8 Q. Mr. Milner also states on page 24, lines 22-24 of his
9 testimony, "At the ALEC's option, a Point of Termination
10 (POT) bay or frame may be placed in the collocation space,
11 but this POT bay will not serve as the demarcation point."
12 Does Sprint agree with this position?

13

14 A. No. As stated in my direct testimony, page 17, lines 7-16,
15 Sprint believes that ALECs should have the option to use or
16 not use an intermediate point of interconnection such as a
17 POT bay. If an intermediate point of interconnection is
18 used, the demarcation point should be at the intermediate
19 frame which would be located, at the ALEC's option, either
20 inside or outside of the ALEC's collocation space.

21

22

23

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ISSUE 15

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3 Should an ALEC be permitted to hire an ILEC certified
4 contractor to perform space preparation, racking and cabling,
5 and power work?
6

7 Q. On page 17, lines 9-19, GTE witness John Ries asserts ...
8 that ALECs should not be permitted to hire an ILEC-
9 certified contractor to perform space preparation,
10 racking and cabling, and power work. Does Sprint agree
11 with this position?
12

13 A. No. As stated in my direct testimony, page 25, lines 1-
14 12, Sprint supports the position articulated in FCC Rule
15 323 (j) which states, "An incumbent LEC shall permit a
16 collocating telecommunications carrier to subcontract the
17 construction of physical collocation arrangements with
18 contractors approved by the incumbent LEC, provided,
19 however, that the incumbent LEC shall not unreasonably
20 withhold approval of contractors. Approval by an
21 incumbent LEC shall be based on the same criteria it uses
22 in approving contractors for its own purposes."
23

1 Q. Intermedia witness Julia Strow states, "ILECs should not be
2 allowed to require use of their own certified vendors."
3 Does Sprint agree?

4
5 A. No. As stated above, Sprint agrees with the provision of
6 FCC Rule 323 (j) that allows ILECs to permit subcontracting
7 for the construction of physical collocation with
8 contractors that are approved by the incumbent LEC. Sprint
9 emphasizes, however, that this rule also states that such
10 approval should not be unnecessarily withheld, and should be
11 based on the same criteria that the ILEC uses for its own
12 purposes. Application of these principles in the approval
13 of ALEC subcontractors will insure that ALECs have access to
14 these resources on the same terms that the ILEC applies to
15 itself.

16
17 Q. e.spire witness James Falvey, on page 12, lines 4-5 of his
18 direct testimony, states, "The choice of which contractor
19 will work on the ALEC's collocated space should be the
20 ALEC's alone." Does Sprint agree?

21
22 A. No. As stated above, Sprint believes that it is appropriate
23 for the ILEC to require the use of approved contractors as
24 outlined in the FCC's Rules. Sprint further believes that
25 it is the responsibility of the ILEC to work diligently to

1 provide adequate contractor approval such that ALECs are not
2 unnecessarily delayed in their collocation deployment
3 efforts. As stated in my direct testimony, page 25, lines
4 21-23, "...in no instance should ILEC certification process
5 requirements or constraints unduly delay collocation work
6 completion."

7

8

Issue 16

9

10 For what reason, if any, should the provisioning intervals
11 be extended without the need for an agreement by the applicant
12 ALEC or filing by the ILEC of a request for an extension of
13 time?

14

15 Q. BellSouth witness Keith Milner states, page 35, lines
16 16-19, "several mitigating factors that are outside
17 BellSouth's control, such as permitting intervals,
18 local building code interpretation, and unique
19 construction requirements, affect the provision
20 interval and are properly excluded from BellSouth's
21 provisioning interval." This response to Issue 16
22 indicates that the exclusions should be allowed
23 without the need for an agreement by the applicant
24 ALEC or filing by the ILEC of a request for an

1 extension of time. Does Sprint agree with these
2 exclusions?

3
4 A. No. As stated in my direct testimony, page 26, lines
5 12-17, Sprint believes that there are no reasons that
6 should allow the ILEC to unilaterally extend
7 collocation provisioning intervals. Should the
8 "mitigating factors" that Mr. Milner referenced result
9 in a situation where the ILEC is unable to meet the
10 designated provisioning interval, the ILEC should
11 discuss the situation with the requesting collocater
12 and attempt to negotiate an extension to accommodate
13 whatever difficulty has been encountered. Sprint's
14 experience is that in the vast majority of situations,
15 this will result in a satisfactory solution for both
16 parties. If the parties are unable to reach
17 agreement, the ILEC may seek an extension from the
18 Commission pursuant to the Commission's Proposed
19 Agency Action ("PAA") guidelines.

20
21 Q. As stated by Mr. Milner, and as reflected in
22 BellSouth's standard practices documented in its
23 Collocation Handbook, BellSouth automatically excludes
24 the time needed for obtaining permits from the

1 collocation provisioning interval. Does Sprint agree
2 with this practice?

3
4 A. No. BellSouth's standard practice is to "stop the
5 clock" when requests for building permits are issued
6 and then to "restart the clock" when the requested
7 building permit is received. This means that
8 BellSouth automatically extends the provisioning
9 interval for collocation for whatever time is needed
10 to obtain required permits. Sprint believes that this
11 is inappropriate and effectively eliminates the ILEC's
12 incentive to provision collocation space in the most
13 expeditious manner possible. Sprint believes that
14 permitting can and should be accommodated within
15 standard collocation provisioning intervals in most
16 situations, and this is the Sprint ILEC practice. The
17 ILEC should apply its best effort to obtain permits in
18 a timely fashion. In those situations where permit
19 receipt becomes a factor in achieving the committed
20 provisioning interval, the ILEC should first attempt
21 to negotiate an extension with the requesting ALEC.
22 If the parties are unable to agree, the ILEC may seek
23 an extension from the Commission per the PAA
24 guidelines as referenced above.

25

1

Q. Does this conclude your testimony?

2

3

A. Yes, it does.

4

5

6

CERTIFICATE OF SERVICE
DOCKET NOS. 981834-TP & 990321-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by U.S. Mail or hand-delivery this 19th day of November, 1999 to the following:

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