

1 **BELLSOUTH TELECOMMUNICATIONS, INC.**
2 **REBUTTAL TESTIMONY OF A. WAYNE GRAY**
3 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**
4 **DOCKET NO. 960786-TL**
5 **AUGUST 20, 2001**

6
7
8 Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH
9 BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH").

10
11 A. My name is A. Wayne Gray. I am employed by BellSouth as a Director-
12 Collocation in the Network Planning and Support Organization located at 675 W.
13 Peachtree Street, Atlanta, GA 30375.

14
15 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

16
17 A. I graduated from Georgia Tech in 1979 with a Bachelor of Electrical Engineering
18 degree. In 1992, I graduated from Emory University with a Master of Business
19 Administration degree. I began working for Southern Bell in 1979 in the
20 Equipment Engineering organization in Miami, Florida. Throughout my 22-year
21 career with BellSouth, I have held various line and staff positions in Equipment
22 Engineering, Traffic Engineering (Capacity Management), Infrastructure Planning
23 and Project Management. Since November 1999, I have held the position of
24 Director-Collocation in the Network Planning and Support organization. In this
25 position, I am responsible for ensuring that BellSouth provisions collocation

1 space in the timeframes established by contractual agreements and governmental
2 mandates.

3
4 Q. ARE YOU THE SAME A. WAYNE GRAY, WHOSE AFFIDAVIT WAS
5 ATTACHED TO W. KEITH MILNER'S DIRECT TESTIMONY FILED IN
6 THIS PROCEEDING?

7
8 A. Yes.

9
10 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

11
12 A. The purpose of my testimony is to respond to the rebuttal testimony submitted by
13 AT&T Witness Steven E. Turner and NewSouth Witness Ron Beasley related to
14 specific collocation issues.

15
16 **AT&T WITNESS STEVEN E. TURNER'S COMMENTS**

17 Q. ON PAGES 35 AND 36, MR. TURNER ALLEGES "COLLOCATION IS AN
18 OPTION FOR ACCESSING SERV[ICES] TO CUSTOMERS BEHIND
19 NGDLC, BUT . . . IT IS A HOLLOW OFFER. EVEN IF PHYSICAL,
20 ADJACENT, AND VIRTUAL COLLOCATION MAY BE USEFUL TO SOME
21 COMPETITORS IN LIMITED CIRCUMSTANCES . . . , REMOTE
22 TERMINAL COLLOCATION IS *NOT* A PRACTICAL MASS-MARKET
23 SOLUTION AND CANNOT PROVIDE A SUBSTITUTE FOR ACCESS TO
24 AN ENTIRE LOOP." PLEASE RESPOND.

1 A. At the present time, access to loops served by fiber-fed remote terminals beyond
2 the limits of central office-based ADSL (“Asymmetrical Digital Subscriber
3 Loop”) service can only be accomplished by placing a remote-based ADSL
4 solution at the remote terminal. Because BellSouth provides telecommunications
5 services (i.e., ADSL services) to many of its customers through the use of remote
6 terminals, BellSouth is obligated to make these remote terminal sites available for
7 collocation, so that the ALECs may also provide services to those customers
8 being served through the remote terminal. This is in compliance with the FCC’s
9 rules regarding Remote Terminal (“RT”) Collocation. Therefore, AT&T, as well
10 as all other ALECs in Florida, is being treated in a nondiscriminatory manner in
11 regard to collocation at BellSouth’s remote terminal sites.

12

13 Q. CONTINUING ON PAGE 36, MR. TURNER STATES THAT “AN ALEC
14 WISHING TO SERVE A CUSTOMER SERVED BY NGDLC AT A REMOTE
15 TERMINAL WOULD HAVE TO COLLOCATE AT EVERY REMOTE
16 TERMINAL RATHER THAN AT THE CENTRAL OFFICES.” IS THIS
17 TRUE?

18

19 Q. Yes. If BellSouth wishes to provide ADSL service to a customer served by a
20 remote terminal, it would have to place its Digital Subscriber Line Access
21 Multiplexer (“DSLAM”) equipment in that remote terminal. By utilizing the
22 physical collocation process, any ALEC (including AT&T) can also collocate its
23 DSLAM equipment at that remote terminal site. This would allow the ALEC to
24 provision its own high-speed data access in the same, nondiscriminatory manner
25 as BellSouth or any other ALEC that had collocated its DSLAM equipment at the

1 same remote terminal site.

2
3 Q. AT THE BOTTOM OF PAGE 36, MR. TURNER BEGINS A DISCUSSION
4 REGARDING ADJACENT COLLOCATION AT REMOTE TERMINALS. HE
5 ASSERTS THAT "DUE [TO] THE COSTS FOR COLLOCATION AT
6 REMOTE TERMINALS, THIS IS NOT AN OPTION FOR MASS-MARKET
7 COMPETITION. ADJACENT COLLOCATION AMOUNTS TO
8 ESSENTIALLY AN OVERBUILD OF THE INCUMBENT'S NETWORK."
9 HOW DO YOU RESPOND?

10
11 A. First, it is very difficult to respond to Mr. Turner's belief that collocation at
12 remote terminals is not an option for mass-market competition. Each ALEC must
13 look at its own business plan and determine whether it is profitable to offer high-
14 speed services to those customers that are being served via a remote terminal.
15 Obviously, there are some ALECs that have and will choose to collocate their
16 DSLAM equipment at certain BellSouth remote terminals to offer high-speed
17 services to those customers who are being served from that remote terminal site.

18
19 Second, Mr. Turner offers no evidence that would support his allegation that
20 adjacent collocation results in an overbuild of the ILEC's network. It is puzzling
21 to BellSouth as to why Mr. Turner would make this statement, when all that
22 would be required is the connection of a copper cable from an ALEC's adjacent
23 terminal to a BellSouth terminal at the remote site. As I have already noted in this
24 testimony, BellSouth is in compliance with the FCC's requirements for RT
25 Collocation and has made physical collocation available to all ALECs, including

1 AT&T, at its remote terminal sites on a nondiscriminatory basis. As of this date,
2 BellSouth has not received any Applications for RT Collocation from any ALECs
3 in Florida, including AT&T.
4

5 Q. ON PAGE 37, MR. TURNER ALLEGES “INTERNAL COLLOCATION
6 SPACE AT REMOTE TERMINALS IS SELDOM AVAILABLE [AND] THE
7 PROSPECTS FOR ADJACENT COLLOCATION ARE NO BETTER THAN
8 PHYSICAL INTERNAL COLLOCATION AT THE REMOTE TERMINAL.”
9 PLEASE RESPOND.
10

11 A. As of this date, BellSouth has not received any Applications from AT&T for
12 either physical “internal” collocation or adjacent collocation at any of the remote
13 terminal sites in Florida, nor any of the other BellSouth states. Therefore, how
14 would AT&T know what space is available in any of BellSouth’s remote terminal
15 sites? Since he offers no evidence to substantiate his claim, BellSouth can only
16 respond in general terms to his allegation. If sufficient space exists within a
17 remote terminal, BellSouth will allow an ALEC to collocate its DSLAM in the
18 remote terminal, regardless of whether BellSouth has installed its own DSLAM at
19 that remote terminal site. If sufficient space does not readily exist within the
20 remote terminal for the ALEC to install its own DSLAM, but BellSouth has a
21 DSLAM at the remote terminal, then BellSouth will work with the ALEC to
22 accommodate its collocation request. If for some reason BellSouth is unable to
23 accommodate an ALEC’s request for RT Collocation at a particular remote
24 terminal where BellSouth has installed a DSLAM, then BellSouth would
25 unbundle the BellSouth packet switched network at that remote terminal in

1 accordance with the FCC's requirements regarding RT Collocation. Finally, if
2 sufficient space does not exist in a remote terminal and BellSouth has not installed
3 its own DSLAM in that remote terminal, then BellSouth would seek a collocation
4 waiver from the Commission for this location.

5
6 Q. CONTINUING ON PAGE 37, MR. TURNER STATES THAT "ADJACENT
7 COLLOCATION WOULD FORCE COMPETITORS TO REBUILD THE
8 INCUMBENT LECS' NETWORK TO ACHIEVE UBIQUITY." DO YOU
9 AGREE?

10
11 A. No, I do not agree. As I have already stated, it is difficult to respond to Mr.
12 Turner's allegations when he offers no supporting evidence to substantiate his
13 allegations. Again, I can only respond in general terms. Collocation at remote
14 terminals, whether physical, adjacent or virtual, has nothing to do with the "last
15 mile distribution network" as defined by the FCC. The "last mile distribution
16 network" consists of the distribution sub-loop from the remote terminal cross-box
17 to the loop demarcation point at an end-user customer's premises. It does not
18 include equipment at the remote terminal. In the FCC's 3rd Report and Order,
19 Paragraph 262, CC Docket No. 96-98, the FCC stated:

20
21 Requesting Carriers require collocation because they have not yet
22 duplicated the incumbent LEC's loop plant to provide "last mile"
23 connectivity to end users. Obtaining unbundled loops and
24 connecting these loops to collocated equipment is therefore the
25 only reasonable and economically rational manner by which
26 requesting carriers can provide connectivity to their end users.

27
28 AT&T, along with all the ALECs, has been given the ability to reach all of the

1 end user customers who are being served out of a remote terminal. Therefore,
2 BellSouth is complying with the FCC's requirements for RT Collocation and has
3 made physical collocation available at its remote terminal sites on a
4 nondiscriminatory basis.

5
6 Q. IN FOOTNOTE 48 AT THE BOTTOM OF PAGE 37, MR. TURNER
7 CONTENDS, "ADJACENT COLLOCATION WOULD BE THE ONLY
8 LEGITIMATE METHOD [FOR] ACCESS LOOPS SERVED BY FIBER-FED
9 NEXT-GENERATION DLC BECAUSE INTERNAL SPACE AT THE
10 REMOTE TERMINAL WOULD BE UNAVAILABLE." DO YOU AGREE?

11
12 A. No. BellSouth currently offers physical, virtual and adjacent collocation at its
13 remote terminal sites. As I have already stated in this testimony, BellSouth has
14 not received any Applications from AT&T for any type of RT Collocation
15 arrangement in any of its states. Approximately seven percent of BellSouth's
16 access lines are currently being served via Next Generation Digital Line Carrier
17 ("NGDLC"). BellSouth will work with the AT&T, and/or any other ALEC, to
18 accommodate its request for RT Collocation at any site in which BellSouth has
19 installed its own DSLAM. Mr. Turner's allegation that "internal space at the
20 remote terminal would be unavailable" is unsubstantiated and should therefore be
21 ignored by this Commission.

22
23 Q. MR. TURNER ASSERTS THAT ADJACENT COLLOCATION IS
24 "PROHIBITIVELY EXPENSIVE AND HAS ALREADY BEEN REJECTED
25 BY THE FCC." IN FOOTNOTE 49, MR. TURNER CITES PARAGRAPH 6 OF

1 THE UNE REMAND ORDER AS SUPPORT FOR HIS STATEMENT. HOW
2 WOULD YOU RESPOND?

3
4 A. BellSouth offers adjacent collocation to remote terminal sites as required by the
5 FCC in Paragraph 221 of its UNE Remand Order. This paragraph states that the
6 collocation rules “apply to collocation at any technically feasible point.” These
7 rules apply to BellSouth’s remote terminal sites, just as they apply to BellSouth’s
8 central offices. Therefore, BellSouth offers nondiscriminatory physical, virtual
9 and adjacent collocation at its remote terminal sites. As I will explain later in this
10 testimony, neither the FCC, nor this Commission, has rejected adjacent
11 collocation as a means of obtaining collocation when physical collocation is
12 unavailable (at the central office or remote terminal). Paragraph 6 of the UNE
13 Remand Order, which is cited by Mr. Turner, does not in any way reject adjacent
14 collocation. In fact, it doesn’t even mention adjacent collocation.

15
16 Q. FINALLY ON PAGE 37, MR. TURNER STATES THAT ADJACENT
17 COLLOCATION REQUIRES “ALECS TO GO THROUGH THE TIME-
18 CONSUMING AND COSTLY PROCESS OF OBTAINING RIGHTS OF WAY
19 AND PERMITS TO CONSTRUCT ADJACENT FACILITIES. MOREOVER,
20 COMPETITORS MUST ALSO DEAL WITH OBSTACLES SUCH AS
21 NEIGHBORHOOD AESTHETICS AND POSSIBLE ZONING
22 RESTRICTIONS.” DO YOU AGREE?

23
24 A. Yes. Mr. Turner is correct. When an ALEC requests adjacent collocation to
25 construct a hut, controlled environmental vault or cabinet, it will also be

1 responsible for obtaining any necessary rights of way and/or permits. The ALEC
2 would also be responsible for complying with all safety code requirements (i.e.,
3 building, fire, electrical, zoning, etc.). This is no different than the requirements
4 that BellSouth would have to comply with when it places a remote terminal.

5
6 Q. ON PAGE 43, MR. TURNER STATES “BELLSOUTH FAILS TO PROVIDE
7 FOR ADJACENT OFF-SITE COLLOCATION EVEN THOUGH THIS
8 ARRANGEMENT IS PROVIDED BY SIMILARLY SITUATED ILECS AND
9 PERMITTED WITHIN THE DEFINITION OF THE FCC’S *ADVANCED*
10 *SERVICES ORDER*.” DO YOU AGREE?

11
12 A. I would agree with Mr. Turner that BellSouth does not provide “adjacent off-site”
13 collocation. BellSouth provides “on-site” adjacent collocation. However, Mr.
14 Turner’s language seems to suggest that BellSouth has an obligation to provide
15 adjacent off-site collocation. This is not true; the *Advanced Services Order* does
16 not require this type of collocation. While it is true that some ALECs initially
17 interpreted the *Advanced Services Order* to allow both “on-site” and “off-site”
18 collocation (i.e., not on property that is adjacent to an ILEC’s premises), the FCC
19 clarified its intent in its *Collocation Reconsideration Order*.¹ In Paragraph 40 of
20 this *Order*, the FCC stated:

21
22 The [D.C. Circuit] court determined that section 251(c)(6)

¹ Order on Reconsideration and Second Further Notice of Proposed Rulemaking in CC Docket No. 98-147, and Fifth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 17806 (2000) (“*Collocation Reconsideration Order*”), recon. Pending.

1 authorizes us to require incumbent LECs to make collocation space
2 available on their premises beyond particular structures, such as
3 central offices, where space within the structures is legitimately
4 exhausted. The court also stated that our adjacent collocation “rule
5 clearly furthers the purpose underlying section 251(c)(6)” and is
6 “eminently reasonable.”
7

8 The FCC continued in Paragraph 42 of this *Order* with the following language:

9 Consistent with the court’s opinion, we conclude that the language
10 of section 251(c)(6) does not restrict mandatory physical
11 collocation to places within incumbent LEC structures. Instead,
12 section 251(c)(6) requires physical collocation “at the premises of
13 the local exchange carrier.” We find that this term encompasses
14 land owned, leased, or controlled by an incumbent LEC as well as
15 any incumbent LEC network structure on such land.
16
17

18 Finally, in Paragraph 44 of this *Order*, the FCC further clarified the definition of
19 “premises” in order to avoid any further confusion in regard to this matter:

20 “[P]remises” includes all buildings and similar structures owned,
21 leased, or otherwise controlled by the incumbent LEC that house
22 its network facilities, all structures that house incumbent LEC
23 facilities on public rights-of-way, and all land owned, leased, or
24 otherwise controlled by an incumbent LEC that is adjacent to these
25 structures. This definition, of course, excludes land and buildings
26 in which the incumbent LEC has no interest.
27

28 Based on the FCC’s *Collocation Reconsideration Order*, it is clear to BellSouth
29 that it must only offer “adjacent collocation” as described above, which is at the
30 premises of the local exchange carrier. This includes buildings and similar
31 structures owned, leased, or controlled by BellSouth that house network facilities,
32 structures that house BellSouth’s facilities on public rights-of-way, and all land
33 owned, leased or otherwise controlled by BellSouth that is adjacent to these
34 structures at the premises of BellSouth. In other words, BellSouth must only offer

1 “on-site” adjacent collocation (which it does so). There is no FCC or
2 Commission requirement that BellSouth must provide “off-site” collocation to the
3 ALECs when central office space is exhausted.

4
5 Additionally, the Commission ruled in Order No. PSC-00-0941-FOF-TP, issued
6 May 11, 2000, in the Generic Collocation proceeding (Docket Nos. 981834-TP
7 and 990321-TP), that adjacent off-site collocation met the FCC’s definition of
8 interconnection, but that it failed the definition of collocation. The Commission
9 specifically defined the term “premises” as including ILEC-owned or leased
10 central offices, serving wire centers, buildings or similar structures that house
11 network facilities, but excluding ILEC-owned or leased property contiguous to
12 such buildings or structures.

13
14 Applying its definition of “premises” to the FCC’s expanded collocation
15 provisioning requirements, the Commission found in the Generic Collocation
16 proceeding that the terms “off-premises”, “adjacent”, and “on-site” were
17 interchangeable. Consequently, the Commission ordered that ILECs must provide
18 physical collocation services to an ALEC that collocates in a CEV (Controlled
19 Environmental Vault) or adjacent structure located *on the ILEC’s property* to the
20 extent technically feasible when space legitimately exhausts within an ILEC’s
21 premises.

1 Notwithstanding whether other ILECs have chosen to provide adjacent off-site
2 collocation, neither the FCC nor the Commission requires ILECs to provide this
3 type of collocation. The Commission has addressed this issue and has ruled that
4 BellSouth is not obligated to provide adjacent off-site collocation. As such, it is
5 inappropriate for AT&T to raise this issue again regardless of what other ILECs
6 are providing in other states.

7
8 Q. WHAT GENERAL OBSERVATIONS DO YOU HAVE ABOUT MR.
9 TURNER'S COMMENTS REGARDING THE COLLOCATION HANDBOOK?

10
11 A. Mr. Turner makes a fundamental error by assuming that BellSouth offers
12 collocation pursuant to its Collocation Handbook. BellSouth does not. As a
13 result, Mr. Turner's comments from page 43 to page 47 are incorrect because they
14 are based on this erroneous assumption.

15
16 Q. THROUGHOUT HIS REBUTTAL TESTIMONY, MR. TURNER MAKES IT
17 SOUND AS IF BELLSOUTH'S COLLOCATION HANDBOOK IS THE
18 MEANS THROUGH WHICH BELLSOUTH ESTABLISHES A LEGALLY
19 BINDING OBLIGATION TO OFFER COLLOCATION IN FLORIDA. IF THIS
20 IS NOT TRUE, HOW DOES BELLSOUTH OFFER COLLOCATION?

21
22 A. BellSouth's Collocation Handbook is only a resource guide designed to be helpful
23 to those ALECs (Alternative Local Exchange Carriers) contemplating collocation
24 with BellSouth. It describes BellSouth's various collocation offerings, provides
25 information regarding general terms and conditions, the ordering process, and

1 provisioning and maintenance activities. It is not a legally binding document
2 and, as such, does not control the rates, terms or conditions for BellSouth's
3 collocation offerings. BellSouth does not provide collocation pursuant to the
4 Collocation Handbook.

5
6 BellSouth does have a legally binding obligation to provide physical collocation
7 pursuant to Interconnection Agreements and the Florida Access Services Tariff
8 (Gray Aff., Exh. AWG-1), which have been approved by the Florida Public
9 Service Commission ("Commission"). In addition, BellSouth currently has
10 pending before the Commission a Statement of Generally Available Terms and
11 Conditions ("SGAT"). This filing tracks the language in BellSouth's Standard
12 Interconnection Agreement in Attachment 4 (Collocation), which complies with
13 all of the current orders, rules and regulations of the Federal Communications
14 Commission ("FCC") and the Commission. Finally, BellSouth offers virtual
15 collocation in Florida pursuant to the Commission's Final Order on Arbitration in
16 regard to Metropolitan Fiber Systems of Florida, Inc., AT&T Communications of
17 the Southern States, Inc., and MCI Telecommunications Corporation and MCI
18 Access Transmission Services, Inc. in Docket Nos. 960757-TP, 960833-TP, and
19 960846-TP, Order No. PSC-98-0604-FOF-TP ("MFS/AT&T/MCI Arbitration
20 Order," Gray Aff., Exhibit AWG-2) or through the Florida Access Service Tariff,
21 Section E20, Expanded Interconnection Service (Gray Aff., Exhibit AWG-1).

22
23 Q. ON PAGE 43, MR. TURNER ASSERTS THAT ON PAGE 6 OF YOUR
24 AFFIDAVIT, YOUR STATEMENT THAT BELLSOUTH WILL "NOT
25 CHANGE ANY EXISTING COLLOCATION ARRANGEMENTS OR

1 PROCEDURES FOR PROCESSING REQUESTS UNDER ANY EXISTING
2 COLLOCATION CONTRACTS DURING THE LIFE OF SUCH CONTRACTS
3 UNLESS THE FCC, OR A STATE COMMISSION, ISSUES NEW RULES
4 REGARDING COLLOCATION” IS INCONSISTENT WITH BELLSOUTH’S
5 COLLOCATION HANDBOOK. PLEASE RESPOND TO THIS ASSERTION.

6
7 A. First, BellSouth’s Collocation Handbook is not the legally binding document by
8 which BellSouth provides collocation. In fact, page 1 of the Collocation
9 Handbook provides that “[i]f a collocator orders collocation service pursuant to
10 BellSouth’s Statement of Generally Available Terms and Conditions (SGAT), the
11 terms and conditions provided [t]herein² become a legally binding agreement.
12 However, to the extent that the [A]LEC enters into a separate agreement with
13 BellSouth for physical collocation, the terms and conditions of that agreement
14 will apply. The terms and conditions of BellSouth Virtual Collocation offering
15 are described in BellSouth’s FCC Tariff # 1, [S]ection 20 or BellSouth’s Florida
16 Access Tariff (E-20).” As noted above, an ALEC may order physical collocation
17 pursuant to the Florida Access Services Tariff, negotiated Interconnection
18 Agreements or, once approved, the SGAT. There is nothing in the Collocation
19 Handbook indicating that an ALEC may order collocation pursuant to the rates,
20 terms, and conditions of the Collocation Handbook. In fact, if an ALEC were to
21 send BellSouth an Application for physical collocation indicating that it was
22 being submitted pursuant to the Collocation Handbook, BellSouth would reject it
23 and request that the ALEC resubmit the Application based on the rates, terms and

² There appears to be a typographical error in the Collocation Handbook, which may account for part of the misunderstanding expressed by Mr. Turner in his rebuttal testimony. The word “herein” in the Collocation Handbook is in fact a typographical error and should have been reflected as “therein”. I have shown it here as it should appear in the Collocation Handbook. This typographical error will be corrected in the upcoming revision to the Collocation Handbook.

1 conditions contained in its negotiated Interconnection Agreement or the Florida
2 Access Services Tariff, or pursuant to the state SGAT (once approved).

3
4 Second, Mr. Turner is only quoting from a very limited portion of my discussion
5 on Page 6, which makes this issue more confusing than it really is. On Page 6
6 (Par. 11) of my affidavit, I make note that BellSouth will continue to operate in
7 accordance with the rules promulgated by the FCC regarding collocation.

8 Furthermore, BellSouth will continue to operate in accordance with the rules
9 promulgated in the *Advanced Services Order*³ that the D.C. Circuit Court vacated
10 and remanded to the FCC for further consideration in *GTE Services Corporation*
11 *v. FCC*, 205 F.3d 416 (D.C. Cir. 2000). For any contracts that were in existence
12 prior to the D.C. Circuit Court's ruling that vacated and remanded certain portions
13 of the FCC's *Advanced Services Order*, BellSouth adopted a policy that it would
14 not change the pre-existing arrangements or procedures for processing requests
15 during the life of the pre-D.C. Circuit Court contracts unless the FCC or a state
16 commission issued new rules in response to the D.C. Circuit Court's remand or
17 the FCC determined that BellSouth's policy in this regard was discriminatory.
18 Upon issuance of new rules, BellSouth would seek to amend existing contracts, in
19 accordance with the terms of the contracts, to comply with the new rules.

20
21 As Mr. Blau, BellSouth - Vice President of Executive and Federal Regulatory
22 Affairs, stated in his April 14, 2000, letter to Mr. Lawrence Strickling, Chief of
23 the FCC Common Carrier Bureau (Gray Aff., Exh. AWG-7), "Once a[n]

³ See First Report and Order and Future Notice of Proposed Rulemaking, *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 14 FCC Red 4761 (1999) ("*Advanced Services Order*"), vacated in part, *GTE Servs. Corp. v. FCC*, 205 F.3d 416 (D.C. Cir. 2000);

1 [A]LEC's contract expires, BellSouth may propose new language consistent with
2 the Court of Appeals' decision that vacated portions of the [FCC]'s rules
3 established in the *First Report and Order*. Regarding existing collocation
4 arrangements that do not conform to the Court of Appeals' decision, however,
5 BellSouth will allow the equipment already installed in such arrangements to
6 remain in place and will grandfather the already installed equipment in those
7 arrangements under any new contract negotiated with the [A]LEC. BellSouth's
8 willingness to grandfather such arrangements that do not conform to the Court of
9 Appeal's decision is conditioned upon the [FCC] not treating such a grandfather
10 clause as discriminatory. Should the [FCC] or a state commission assert that the
11 grandfather clause is discriminatory or that other [A]LECs can opt into the
12 grandfather clause under Section 51.809(e) of the [FCC]'s rules, BellSouth
13 reserves the right to terminate the grandfather clause and require the removal of
14 non-conforming collocation arrangements.”

15
16 Q. CONTINUING ON PAGE 43, MR. TURNER STATES THAT “BELLSOUTH
17 BELIEVES THAT IT HAS THE UNILATERAL RIGHT TO CHANGE ITS
18 COLLOCATION HANDBOOK IN ANY MANNER AND AT ANY TIME IT
19 CHOOSES.” DO YOU AGREE?

20
21 A. No. In addition to the erroneous assumption that BellSouth provides collocation
22 pursuant to its Collocation Handbook, Mr. Turner leaves the impression that
23 BellSouth can unilaterally change its legal obligations related to collocation. This
24 is incorrect. Physical collocation must be ordered by an ALEC pursuant to a
25 negotiated Interconnection Agreement or the Florida Access Services Tariff,

1 while virtual collocation is made available pursuant to the MFS/AT&T/MCI
2 Arbitration Order or the Florida Access Services Tariff. The ability for an ALEC
3 to order physical and/or virtual collocation from the Florida SGAT will also
4 become available once the Commission has approved this document. BellSouth
5 has entered into numerous Interconnection Agreements with ALECs in Florida.
6 Neither BellSouth nor the ALECs can “unilaterally” change any of these
7 agreements.

8
9 Q. ALSO AT THE BOTTOM OF PAGE 43 AND THE TOP OF PAGE 44, MR.
10 TURNER ALLEGES, “BECAUSE THE BELLSOUTH COLLOCATION
11 HANDBOOK AND TARIFF ARE MORE DETAILED THAN THE
12 INTERCONNECTION AGREEMENTS AND CONTAIN THE GENERALLY
13 AVAILABLE TERMS AND CONDITIONS THAT ARE MORE UP TO DATE
14 WITH THE FCC *ADVANCED SERVICES ORDER* REQUIREMENTS [AND]
15 VARIOUS STATE COMMISSIONS’ ORDERS REGARDING
16 COLLOCATION, ALECS MUST OFTEN RELY UPON THE HANDBOOK
17 AND TARIFF FOR THE TERMS AND CONDITIONS THAT CONTROL
18 COLLOCATION.” HOW WOULD YOU RESPOND TO THIS?

19
20 A. Once again, Mr. Turner makes an assumption that the Collocation Handbook
21 supercedes Interconnection Agreements with respect to collocation arrangements
22 between ALECs and BellSouth. This is simply not true. The legally binding
23 document for the provision of collocation is the negotiated Interconnection
24 Agreement between an ALEC and BellSouth or, in the alternative at the ALEC’s
25 option, the rates, terms and conditions of the Florida Access Services Tariff (and,

1 once approved, the Florida SGAT). For virtual collocation, the ALEC may order
2 a virtual collocation arrangement pursuant to the rates, terms and conditions of
3 Section 20 of Florida Access Tariff or the MFS/AT&T/MCI Arbitration Order
4 (and, once approved, the Florida SGAT).

5
6 Mr. Turner's allegation is somewhat puzzling to BellSouth. AT&T has recently
7 spent months negotiating a new Interconnection Agreement with BellSouth in
8 Florida, including the Attachment for Collocation. If AT&T or BellSouth really
9 believed that the Collocation Handbook was the legally binding agreement
10 between the two parties, then why would AT&T or BellSouth invest so much time
11 and energy into negotiating new rates, terms and conditions for a new contractual
12 agreement? Therefore, Mr. Turner's logic makes no sense.

13
14 Mr. Turner's comment that the Collocation Handbook contains generally
15 available terms and conditions that are more up-to-date with the FCC *Advanced*
16 *Services Order* requirements and various state commissions' orders regarding
17 collocation, also is not true. BellSouth's Standard Interconnection Agreement is
18 always the most up-to-date document available to an ALEC by which it may
19 request collocation. The Collocation Handbook may or may not be in sync with
20 BellSouth's Standard Interconnection Agreement depending upon when the
21 Collocation Handbook was last released. BellSouth revises the Collocation
22 Handbook from time to time to incorporate required changes pursuant to new
23 FCC and state commission collocation orders, process improvements, and any
24 typographical and/or grammatical errors noted in the existing version of this
25 document, but it is not the most up-to-date document available to the ALECs.

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Q. MR. TURNER STATES ON PAGE 44 THAT “THE BELLSOUTH COLLOCATION HANDBOOK PERMITS BELLSOUTH TO DETERMINE THE TERMS AND CONDITIONS FOR COLLOCATION WITHOUT ANY COMMISSION APPROVAL OR ALEC INPUT.” DO YOU AGREE?

A. No. In addition to the erroneous assumption that BellSouth provides collocation pursuant to its Collocation Handbook, Mr. Turner leaves the impression that BellSouth can determine the terms and conditions for collocation without any Commission approval or ALEC input. This is untrue. As stated on Page 2, Paragraph 4, of my affidavit, when the parties agree to obtain collocation via an Interconnection Agreement or Tariff [or via the Florida SGAT], the parties also agree to comply with all applicable federal, state and/or local laws, ordinances, rules and/or regulations. Over the years, BellSouth has modified its Standard Interconnection Agreement, as necessary, to comply with all applicable provisions of state and federal law and the requirements of the FCC and state commissions such as Florida. This agreement is used as a starting point in negotiations with ALECs. Its use ensures that the signed Interconnection Agreement, although negotiated, is compliant with all applicable federal, state or local laws, ordinances, rules or regulations.

In addition, every Interconnection Agreement for physical collocation, whether it is a new agreement, an amendment to an existing agreement, or a renegotiated agreement between BellSouth and an ALEC, must be filed with the Commission for its review and approval. While it is BellSouth’s responsibility to incorporate

1 specific collocation requirements mandated by the FCC and the Commission into
2 BellSouth's Standard Interconnection Agreement for physical collocation, it is the
3 responsibility of every ALEC, including AT&T, to negotiate the collocation
4 contract rates, terms and conditions into its Interconnection Agreement with
5 BellSouth. If an ALEC does not agree with the language contained in BellSouth's
6 Standard Interconnection Agreement, then it is up to the ALEC to propose its own
7 language and negotiate what language should be included in its Interconnection
8 Agreement. If BellSouth and the ALEC cannot agree on mutually acceptable
9 contract language, then the ALEC has the option of bringing these disputed issues
10 before the state commission for resolution. If an ALEC does not pursue its right
11 to "negotiate" the rates, terms and conditions of an Interconnection Agreement for
12 physical collocation or does not wish to sign an Interconnection Agreement with
13 BellSouth, then it can still obtain physical collocation pursuant to the rates, terms,
14 and conditions of the Florida Access Services Tariff. Of course, virtual
15 collocation may be ordered by any ALEC pursuant to the MFS/AT&T/MCI
16 Arbitration Order or the Florida Access Tariff.

17
18 Q. ON PAGE 44, MR. TURNER PRESENTS AN EXAMPLE OF HOW
19 BELLSOUTH UNILATERALLY CHANGED THE TERMS AND
20 CONDITIONS PROVIDED IN ITS COLLOCATION HANDBOOK.
21 SPECIFICALLY, MR. TURNER CITES THE UPDATES INCORPORATED IN
22 VERSION 9.2 OF THE COLLOCATION HANDBOOK AS DESCRIBED IN
23 THE NOTICE SECTION OF THIS VERSION. CAN YOU RESPOND TO MR.
24 TURNER'S COMMENTS IN REGARD TO THIS EXAMPLE?
25

1 A. Yes. Once again, Mr. Turner leaves the impression that BellSouth can determine
2 the terms and conditions for collocation without any Commission approval or
3 ALEC input. This is not true. The Notice section of Version 9.2 of BellSouth's
4 Collocation Handbook provides as follows:

5
6 This handbook is updated with version 9.2 effective November 1, 2000 in
7 order to make the following changes to the Central Office Physical
8 Collocation Contract: Inclusion of PSC rules from all states in order to
9 consolidate all states into one contract. Deletion of a separate Florida
10 Central Office Physical Collocation contract. This update also makes the
11 following corrections to the Remote Site Collocation Contract: Inclusion
12 of PSC rules from all states in order to consolidate all states into one
13 contract: addition of a rate element chart per state.
14

15 Notwithstanding the fact that the Collocation Handbook is not the legally binding
16 document by which BellSouth provides collocation, all of the above-mentioned
17 changes were made in accordance with Commission rules. As stated earlier,
18 BellSouth revises the Collocation Handbook from time to time to incorporate
19 required changes pursuant to new FCC and state commission collocation orders,
20 process improvements, and any typographical and/or grammatical errors noted in
21 the existing version of this document.
22

23 Q. ON PAGE 45, MR. TURNER GIVES ANOTHER EXAMPLE OF
24 BELLSOUTH'S ALLEGED UNILATERAL CONTROL OF THE
25 COLLOCATION PROCESS. SPECIFICALLY, MR. TURNER REFERS TO
26 "BELLSOUTH'S INSISTENCE ON WHERE THE POINT OF TERMINATION
27 ('POT') FRAME IS PLACED RELATIVE TO THE COLLOCATION CAGE."
28 CAN YOU RESPOND TO MR. TURNER'S COMMENTS REGARDING THIS
29 EXAMPLE?
30

1 A. Certainly. Mr. Turner now seeks to prove that BellSouth has unilaterally changed
2 the terms and conditions in AT&T's Interconnection Agreement regarding
3 placement of the POT frame (or bay) relative to the collocation cage. This is not
4 true.

5
6 Prior to the FCC's *Advanced Services Order* released March 31, 1999, ILECs
7 generally required ALECs to interconnect at a POT bay. However, this practice
8 was changed to comply with the FCC's *Advanced Services Order*, which provides
9 at Paragraph 42 that:

10 Incumbent LECs may not require competitors to use an intermediate
11 interconnection arrangement in lieu of direct connection to the
12 incumbent's network if technically feasible, because such intermediate
13 points of interconnection simply increase collocation costs without a
14 concomitant benefit to incumbents.

15
16
17 In the Generic Collocation proceeding (Docket Nos. 981834-TP and 980321-TP,
18 issued May 11, 2000 and November 17, 2000, respectively), the Commission, like
19 the FCC, ordered that ALECs are not prohibited from choosing to use POT bays
20 or other intermediate points of interconnection.

21
22 In regard to the determination of the appropriate demarcation point between the
23 ILEC and ALEC facilities, the Commission ruled in the Generic Collocation
24 proceeding, Order No. PSC-00-0941-FOF-TP (released May 11, 2000), that:

25 We are persuaded that the ALECs collocation site is the
26 appropriate demarcation point. The demarcation point is the point
27 at which each carrier is responsible for all activities on its side . . .
28 Establishing a demarcation point outside of an ALEC's collocation

1 space could prohibit ALECs from managing or maintaining their
2 cabling on their side of the demarcation point without a BellSouth
3 Certified Contractor. Therefore, we find that the ALEC's
4 collocation space is the appropriate demarcation point.

5
6 Furthermore, we agree that because the ILECs manage the cabling
7 and cable racking in the common area, the ILEC should designate
8 the location of such a point at the perimeter of an ALEC's space;
9 however, ILECs shall not be required to terminate the cabling onto
10 any ALEC device or equipment because . . . the ILEC may not
11 reach the ALEC end . . .

12
13 Although the FCC prohibits ILECs from requiring POT bays or
14 other intermediate points of interconnection, ALECs are not
15 prohibited from choosing to use them. Therefore, ILECs and
16 ALECs may negotiate other demarcation points up to the CDF.
17 However, if terms cannot be reached between the carriers, the
18 ALEC's collocation site shall be the default demarcation point.
19 (pp. 50 – 51).
20

21 As noted above, the Commission permits the parties to negotiate a different
22 demarcation point, other than the perimeter of the collocation space, up to the
23 ILEC's Conventional Distribution Frame ("CDF"). However, if the perimeter
24 was established as the demarcation point and the ALEC chose to use a POT bay
25 (or other interconnection device), it has been and continues to be BellSouth's
26 position that the POT bay should be located at the perimeter or outside a cage in
27 space accessible by both parties. Some collocation cages may be able to support
28 placement of POT bays within the cage wall, which allows AT&T access from
29 inside the cage and BellSouth access from the common area outside the cage.
30 However, such arrangements are not always practical in spaces that are available
31 to support caged collocation arrangements. When assigning floor space for POT

1 bays, BellSouth attempts to balance proximity to caged equipment with the
2 necessity to efficiently utilize all available floor space within the central office.

3
4 In the language contained in Paragraph 5.6 of the Interconnection Agreement that
5 AT&T and BellSouth have recently negotiated on this issue, it provides that
6 “BellSouth will designate the point(s) of demarcation between AT&T’s
7 equipment and/or network and BellSouth’s network located at the perimeter of
8 AT&T’s collocation space.” In further support of this agreement, AT&T and
9 BellSouth executed a Memorandum of Understanding (“AT&T Memo”), effective
10 December 17, 2000, documenting their mutual concurrence regarding “special”
11 interface arrangements for ‘perimeter demarcation’ for physical collocation in
12 Florida. The AT&T Memo acknowledged AT&T’s position “that it will always
13 employ the ‘perimeter demarcation’ arrangement in Florida in physical
14 collocation arrangements.” The AT&T Memo provides in Item No. 4 of the
15 “Specific Requirements” section that:

16 When the POD is located at the ‘perimeter demarcation’ it will be defined
17 as existing at the wall or cage boundary when a wall or cage is used.
18 When no wall or cage is used, the POD will be defined as being located at
19 the projection of the footprint of the collocator’s equipment up toward the
20 cable racking.
21

22 Therefore, contrary to Mr. Turner’s allegation, placement of the POT bay is not a
23 unilateral decision made by BellSouth; instead it must be negotiated and agreed to
24 by both parties.
25

1 Q. MR. TURNER ALLEGES, ON PAGE 45, THAT BELLSOUTH
2 UNILATERALLY CHANGES ITS PRACTICES AND IMPOSES ITS OWN
3 INTERPRETATION OF INTERCONNECTION AGREEMENT LANGUAGE
4 ON ALECS WITH RESPECT TO FCC RULES AS WELL. PLEASE
5 COMMENT.

6
7 A. This is not true. Mr. Turner's statement is merely conjecture, because he fails to
8 provide any supporting evidence and as such, makes it impossible for BellSouth
9 to respond. This kind of unsubstantiated allegation is totally without merit. I will
10 be happy to respond to any specific charges that Mr. Turner makes in regard to the
11 manner in which BellSouth discharges its obligations under the Interconnection
12 Agreement, but in this instance I can only respond with a general denial to this
13 unsubstantiated allegation.

14
15 Q. ONCE AGAIN, MR. TURNER ALLEGES AT THE BOTTOM OF PAGE 45
16 AND THE TOP OF PAGE 46 THAT "BELLSOUTH CAN DISCRIMINATE
17 AGAINST [A]LECS BY FORCING THEM TO RELY UPON THE TERMS
18 AND CONDITIONS IN THE COLLOCATION HANDBOOK, WHICH ARE
19 DIFFERENT THAN THOSE CONTAINED IN THE TARIFF." WHAT IS
20 YOUR RESPONSE TO THIS ALLEGATION?

21
22 A. In addition to the erroneous assumption that BellSouth provides collocation
23 pursuant to its Collocation Handbook, Mr. Turner makes the assumption that
24 BellSouth is discriminating against the ALECs because the tariff may contain
25 different terms and conditions than what is contained in the Collocation

1 Handbook. Mr. Turner's assumption is incorrect. As I explained above, the
2 ALECs have many options from which to choose when placing an order for
3 collocation. For physical collocation, an ALEC may choose to order an
4 arrangement pursuant to its Interconnection Agreement or the Florida Access
5 Services Tariff. For virtual collocation, the ALEC may order an arrangement
6 pursuant to the MFS/AT&T/MCI Arbitration Order or the Florida Access
7 Services Tariff. Currently, BellSouth has pending before the Commission a
8 SGAT that will allow the ALECs another option under which both physical and
9 virtual collocation may be ordered. The freedom of the ALECs to choose any of
10 the above options on a per Application basis is nondiscriminatory because these
11 options are made available to all ALECs, including AT&T.

12
13 Q. DOES BELLSOUTH EXERCISE UNILATERAL CONTROL OVER
14 COLLOCATION TERMS AND CONDITIONS AS MR. TURNER ALLEGES
15 IN HIS TESTIMONY?

16
17 A. No. BellSouth has not, nor will it ever, unilaterally control collocation,
18 interconnection or access to UNEs in Florida or any other state in which
19 BellSouth operates. As I have already stated in this testimony, Interconnection
20 Agreements are the primary means by which BellSouth's legally binding
21 obligations with respect to collocation are embodied. Of course, the ALECs also
22 have the ability to request physical and virtual collocation under the terms and
23 conditions of the Florida Access Services Tariff. Virtual collocation can also be
24 ordered pursuant to the MFS/AT&T/MCI Arbitration Order. Furthermore, the
25 ability for an ALEC to order physical and/or virtual collocation from the Florida

1 SGAT will become available once the Commission has approved this document.

2
3 Q. MR. TURNER ASSERTS ON PAGE 47 THAT BELLSOUTH SHOULD NOT
4 REQUIRE COLLOCATORS TO PAY FOR UNEXPECTED MAJOR
5 RENOVATION OR UPGRADE COSTS NECESSARY TO FACILITATE
6 PHYSICAL COLLOCATION. PLEASE COMMENT.

7
8 A. Mr. Turner argues that BellSouth should not be permitted to require collocators to
9 pay for the unexpected major renovation or upgrade costs necessary to facilitate
10 physical collocation. I disagree. Pursuant to the FCC's *Advanced Services Order*,
11 BellSouth can require collocators to share in the costs of major renovation and/or
12 upgrade costs that may be associated with, but not limited to, ground plane
13 additions, environmental hazard or hazardous materials abatement, major
14 mechanical upgrades, HVAC upgrades, ADA compliance, etc. This is in
15 compliance with the FCC's *Advanced Services Order*, Paragraph 51, which states
16 that:

17 ... incumbent LECs must allocate space preparation, security
18 measures, and other collocation charges on a pro-rated basis so the
19 first collocator in a particular incumbent premises will not be
20 responsible for the entire cost of site preparation . . . In order to
21 ensure that the first entrant into an incumbent's premises does not
22 bear the entire cost of site preparation, the incumbent must develop
23 a system of partitioning the cost by comparing, for example, the
24 amount of conditioned space actually occupied by the new entrant
25 with the overall space conditioning expenses.

26
27 In the state of Florida, BellSouth assesses space preparation fees on both a
28 nonrecurring basis for Firm Order Processing and a monthly recurring basis for
29 Central Office Modifications, assessed per arrangement, per square foot, and

1 Common Systems Modifications, assessed per arrangement per square foot for
2 cageless collocation and per cage for caged collocation. These charges recover
3 the costs associated with preparing the collocation space, which includes the
4 survey, engineering of the collocation space, and the design and modification
5 costs for network, building and support systems. In addition to the space
6 preparation fees, BellSouth also charges the ALECs in Florida a monthly
7 recurring Floor Space fee, assessed per arrangement, per square foot, which
8 recovers the expenses associated with lighting, HVAC, and other allocated
9 expenses related to the maintenance of the Premises.

10
11 Of course, the language contained in the ALEC's Interconnection Agreement
12 dictates the types of rates and charges that BellSouth is permitted to charge the
13 ALEC. Therefore, if a provision exists in the ALEC's Interconnection Agreement
14 that requires it to pay a portion of any unexpected major renovation or upgrade
15 expenses incurred by BellSouth to facilitate physical collocation, then BellSouth
16 would be allowed to assess these costs to the ALEC in accordance with the rates,
17 terms, and conditions contained in the Interconnection Agreement.

18
19 Q. CONTINUING ON PAGE 47, MR. TURNER STATES THAT THE PAYMENT
20 OF WHAT HE CALLS "EXTRANEIOUS EXPENSES" IS INAPPROPRIATE
21 BECAUSE THESE COSTS ARE INCONSISTENT WITH TELRIC
22 PRINCIPLES. DO YOU AGREE?

23
24 A. No. Mr. Turner is mistaken about this issue. BellSouth's current space
25 preparation rate structure is consistent with Total Element Long Run Incremental

1 Cost (“TELRIC”) principles, and the rates are based on forward-looking long-run
2 incremental cost. This rate structure is included in BellSouth’s Standard
3 Interconnection Agreement, several signed Interconnection Agreements, and has
4 been used to develop the rates reflected in the SGAT filed in this proceeding. .
5

6 Q. NEXT, MR. TURNER CRITICIZES BELLSOUTH’S RECOVERY OF HVAC
7 COSTS. PLEASE COMMENT.

8
9 A. As I have already stated, the current space preparation rates recover the costs of
10 the survey, engineering of the collocation space, and the design and modification
11 costs for network infrastructure, building and support systems to meet a
12 collocator’s specified collocation requirements. Such modifications could
13 include: augmenting air conditioning cooling capacity, reworking ventilation
14 ducts, adding cable racking, and adding or moving light fixtures. Forward-
15 looking investment dollars, based on actual central office collocation projects, are
16 used to develop recurring rates for space preparation. Similar central office
17 projects with similar investment dollars are done for BellSouth’s specific needs.
18 The contract rates, which BellSouth pays its vendors, are common to all space
19 preparation work. It does not matter whether the preparation work is in
20 BellSouth’s space or the collocator’s space. Thus, the collocator would pay
21 monthly space preparation charges based on the amount of space occupied and
22 similar investment dollars to what BellSouth pays to prepare its space.
23

24 Q. WOULD THE OTHER AREAS THAT MR. TURNER REFERS TO AS
25 “EXTRANEIOUS EXPENSES” ALSO BE HANDLED IN THE SAME

1 MANNER AS THAT JUST DESCRIBED ABOVE?

2
3 A. Yes, they would be handled in the same manner.

4
5 Q. ON PAGE 48, MR. TURNER CLAIMS THAT BELLSOUTH IS RECEIVING
6 DOUBLE RECOVERY FOR ITS COSTS OF PROVIDING DC POWER AND
7 CITES A SPECIFIC EXAMPLE OF DOUBLE RECOVERY ON PAGE 49,
8 ALLEGING THAT BELLSOUTH HAS CHARGED AN AVERAGE
9 NONRECURRING CHARGE OF ALMOST \$97,000 TO AT&T TO EXTEND
10 DC POWER INTO AT&T'S COLLOCATION CAGE, THE MAJORITY OF
11 WHICH WENT TOWARD UPGRADING THE POWER PLANT. PLEASE
12 COMMENT.

13
14 A. This issue is nothing more than a billing dispute that AT&T has just recently
15 brought to the attention of BellSouth. On August 9, 2001, both parties met to
16 discuss this billing matter and determine the course of action that would be
17 required to resolve this dispute. During the course of the meeting, the parties
18 were able to determine that BellSouth has both over-billed and under-billed
19 AT&T for DC power in specific central office locations in Florida where power
20 augments were required to accommodate AT&T's collocation requests. As a
21 result of the meeting with AT&T, BellSouth has assigned its AT&T Account
22 Team with the task of thoroughly investigating this billing dispute to determine
23 both the over-billed and under-billed amounts. If it is determined that a refund is
24 due to AT&T after this investigation has been completed, then BellSouth will
25 comply with its business and contractual obligations to issue a refund to AT&T.

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It should be noted that this issue is no different than any other billing dispute that would be brought by an ALEC to the attention of BellSouth. When an ALEC brings a billing dispute to BellSouth, it must be investigated by BellSouth to determine if a billing error has incurred. If so, BellSouth would correct the error and refund any monies due the ALEC. BellSouth is obligated by the rates, terms, and conditions of the ALECs' negotiated Interconnection Agreements to ensure that it has accurately billed its customers according to the agreement. Of course, there will always be billing disputes that arise between parties in the normal course of business, but BellSouth is committed to ensuring that its billing process is accurate and results in the proper billing of its customers. If errors are uncovered in the billing process, then BellSouth will make the necessary reparations to correct these errors and refund any monies due the ALECs in accordance with the rates, terms and conditions of the ALECs' Interconnection Agreements. In light of the foregoing, BellSouth contends that this issue should have no bearing upon this proceeding. It is not a Section 271 issue, but merely a billing dispute that will be addressed by BellSouth in accordance with standard dispute resolution procedures in the normal course of business.

Q. IN FOOTNOTE 57 AT THE BOTTOM OF PAGE 48 OF HIS REBUTTAL TESTIMONY, MR. TURNER APPARENTLY HAS A CONCERN AS TO HOW TO PROVISION POWER IN A SITUATION "WHEN BELLSOUTH HAS NOT PREVIOUSLY INVESTED IN POWER PLANT CAPACITY FOR COLLOCATION AND THE ALEC DOES NOT WANT TO AVAIL ITSELF OF

1 THE OPTION OF BUILDING ITS OWN POWER PLANT.” PLEASE
2 ADDRESS HIS CONCERN.

3
4 A. Mr. Turner’s concern would appear to be much ado about nothing. Obviously,
5 AT&T has figured out how to provision power in the situation Mr. Turner has
6 described because AT&T has submitted applications and successfully ordered
7 power (along with numerous other ALECs) and subsequently powered its
8 collocation sites.

9
10 Q. AT THE BOTTOM OF PAGE 49, MR. TURNER STATES THAT IN TEXAS,
11 SWBT IS ONLY PERMITTED TO CHARGE THE RECURRING DC POWER
12 CONSUMPTION RATE. HOW DO YOU RESPOND?
13

14 A. First of all, let me say that what the Texas Public Utilities Commission has
15 ordered in the state of Texas in regard to DC power augments is of no
16 consequence to how DC power augments are recovered by BellSouth in Florida.
17 It has no relevance or bearing on the facts that BellSouth has presented in its
18 testimony in this proceeding. Second, BellSouth’s standard power rate, which is
19 assessed on a per fused amp basis, includes the costs to recover the AC utility bill,
20 maintenance, plant replacement and power plant expansion. As noted above,
21 BellSouth’s recurring power rate is consistent with Total Element Long Run
22 Incremental Cost (“TELRIC”) principles. ICB pricing for power does not exist
23 with this rate structure. The rate is cost-based. This rate structure is included in
24 BellSouth’s Standard Interconnection Agreement, several signed Interconnection

1 Agreements, and will be reviewed by the Commission in Phase II of the Generic
2 Collocation Docket, Docket Nos. 981834-TP and 990321-TP.

3 Q. HOW DO MR. TURNER'S ALLEGATIONS ON POWER RATES IMPACT
4 BELLSOUTH'S COMPLIANCE WITH CHECKLIST ITEM ONE?

5
6 A. As I have already explained in this testimony, BellSouth is currently investigating
7 the billing dispute regarding DC power charges noted by Mr. Turner in his rebuttal
8 testimony. Since this matter will be resolved between the parties according to the
9 terms and conditions of the negotiated agreement between the parties as would be
10 appropriate in the normal course of business, BellSouth maintains that this issue
11 should have no bearing on this checklist item.

12
13 Mr. Turner's general allegation that BellSouth's DC power rates are inappropriate
14 is incorrect. BellSouth currently offers a standard recurring power rate that
15 recovers the costs for the AC utility bill, maintenance, plant replacement and
16 power plant expansion. ALECs that choose to adopt the standard recurring power
17 rate in their contract will be billed this recurring rate based on the number of fused
18 amps. BellSouth's DC power rate is a cost-based rate that was developed in
19 accordance with current TELRIC principles and is based on forward-looking long-
20 run incremental cost. This rate structure is included in the BellSouth Standard
21 Interconnection Agreement, several signed Interconnection Agreements, and has
22 been included in the rates shown in the SGAT filed in this proceeding.

23
24 Q. ON PAGE 50, MR. TURNER ALLEGES THAT "BELLSOUTH IS NOT
25 PROVIDING SHARED COLLOCATION IN A MANNER CONSISTENT

1 WITH THE *ADVANCED SERVICES ORDER* . . . INDEED, MR. GRAY'S
2 AFFIDAVIT AND BELLSOUTH'S COLLOCATION HANDBOOK
3 DESCRIBE 'SHARED (SUBLEASED) CAGED COLLOCATION' IN THE
4 SAME WAY THAT THE FCC DESCRIBES SUBLEASED COLLOCATION
5 AND NOT SHARED COLLOCATION." CAN YOU COMMENT ON THIS
6 ALLEGATION?

7
8 A. Yes. Paragraph 41 of the FCC's *Advanced Services Order* states that:

9
10 First, we require incumbent LECs to make shared collocation
11 cages available to new entrants. A shared collocation cage is a
12 caged collocation space shared by two or more competitive LECs
13 pursuant to the terms and conditions agreed to by the competitive
14 LECs. In making shared cage arrangements available, incumbent
15 LECs may not increase the cost of site preparation or nonrecurring
16 charges above the cost for provisioning such a cage of similar
17 dimensions and material to a single collocating party. . . The
18 incumbent may not place unreasonable restrictions on a new
19 entrants use of a collocation cage, such as limiting the new
20 entrant's ability to contract with other competitive carriers to share
21 the new entrants collocation cage in a sublease-type arrangement.
22 In addition, if two or more competitive LECs who have
23 interconnection agreements with an incumbent LEC utilize a
24 shared collocation arrangement, the incumbent LEC must permit
25 each competitive LEC to order UNEs to and provision service
26 from that shared collocation space, regardless of which competitive
27 LEC was the original collocator.

28
29 BellSouth's believes that its interpretation of the FCC's *Advanced Services Order*
30 is correct, because the shared collocation cage is governed by the terms and
31 conditions agreed to by the ALECs, not by the terms and conditions of separate
32 agreements between each of these ALECs and BellSouth. In other words,
33 BellSouth will contract directly with one ALEC ("Host") for the caged collocation
34 arrangement. This Host ALEC may then contract separately with other ALECs to

1 share the collocation cage. This is in compliance with the FCC's *Advanced*
2 *Services Order* quoted above.

3
4 Q. MR. TURNER ASSERTS ON PAGE 51 THAT "THE SHARED (SUBLEASED)
5 CAGED COLLOCATION SECTION OF BELLSOUTH'S COLLOCATION
6 HANDBOOK . . . DOES NOT CONTAIN PROVISIONS COVERING SHARED
7 CAGE COLLOCATION." HOW WOULD YOU RESPOND TO THIS
8 STATEMENT?

9
10 A. In addition to the erroneous assumption that BellSouth provides collocation
11 pursuant to its Collocation Handbook, Mr. Turner leaves the impression that
12 BellSouth does not offer shared caged collocation. This is incorrect. As noted
13 above in my previous response, BellSouth believes that it has properly interpreted
14 the FCC's *Advanced Services Order* in regard to shared collocation. BellSouth is
15 offering shared collocation in compliance with the *Advanced Services Order* and
16 sees no basis for changing its position on this matter.

17
18 In addition, this Commission also ruled in the Generic Collocation proceeding,
19 Docket Nos. 981834-TP and 990321-TP, that ILECs and ALECs must follow the
20 FCC's *Advanced Services Order* regarding the provision of shared collocation.

21
22 Q. ON PAGES 51 AND 52, MR. TURNER INDICATES THAT THE "FCC RULES
23 ALSO REQUIRE THAT THE ILEC PRORATE THE CHARGE FOR SITE
24 CONDITIONING AND PREPARATION UNDERTAKEN BY THE ILEC TO
25 CONSTRUCT THE SHARED COLLOCATION CAGE OR CONDITION THE

1 SPACE FOR COLLOCATION USE, REGARDLESS OF HOW MANY
2 CARRIERS ACTUALLY COLLOCATE IN THAT CAGE . . . THE FCC'S
3 PURPOSE FOR THIS REQUIREMENT IS TO PERMIT A COLLOCATOR TO
4 OCCUPY SPACE WITHIN A CAGE THAT HAD BEEN CONSTRUCTED
5 GENERALLY FOR MULTIPLE COLLOCATORS." PLEASE COMMENT.

6
7 A. The charge for site conditioning and preparation undertaken by BellSouth to
8 construct the shared collocation cage or condition the space for collocation use is
9 prorated based on the number of collocators and the space used by each.
10 BellSouth disagrees with Mr. Turner that the FCC's purpose for this requirement
11 is to permit a collocator to occupy space within a cage that had been constructed
12 *generally* for multiple collocators. Nevertheless, BellSouth is applying the FCC's
13 methodology for charging the ALECs that are sharing a caged collocation
14 arrangement for site conditioning and space preparation.

15
16 Q. MR. TURNER ALLEGES ON PAGE 52 THAT SINCE VARIOUS ILECS (I.E.,
17 SWBT, PACIFIC BELL, AMERITECH, AND VERIZON) HAVE
18 IMPLEMENTED TARIFF LANGUAGE FOR SHARED COLLOCATION (OR
19 COMMON COLLOCATION AS IT IS SOMETIMES DEFINED), "THERE IS
20 ABSOLUTELY NO REASON FOR BELL SOUTH NOT TO MAKE THIS
21 FORM OF COLLOCATION AVAILABLE IN FLORIDA AS WELL." DO
22 YOU AGREE?

23
24 A. No. Just because other ILECs have opted to include a new type of collocation
25 arrangement in their tariffs does not obligate BellSouth to do the same in Florida.

1 BellSouth is under no FCC or Commission mandate to provide shared collocation
2 (or common collocation) as Mr. Turner has defined it. BellSouth believes that its
3 shared collocation offering complies with the FCC's *Advanced Services Order*
4 and as such, has no plans to change it.
5

6 Q. ON PAGES 52 AND 53, MR. TURNER STATES THAT, CONSISTENT WITH
7 FCC ORDER NO. 99-48, THE COMMISSION CONCLUDED THAT "ALECS
8 SHALL NOT BE REQUIRED TO DESIGNATE A HOST ALEC AND SHALL
9 BE ABLE TO ORDER DIRECTLY FROM THE ILEC ANY ADDITION TO
10 ITS NETWORK." HE THEN ALLEGES THAT BELLSOUTH IS IN DIRECT
11 CONFLICT WITH THE REQUIREMENTS SET FORTH BY BOTH THE FCC
12 AND THE COMMISSION IN REGARD TO SHARED COLLOCATION. DO
13 YOU AGREE WITH HIS ALLEGATION?
14

15 A. No, I do not agree with Mr. Turner's allegation. BellSouth is in compliance with
16 Commission Order No. PSC-00-0941-FOF-TP, issued on May 11, 2000, in the
17 Generic Collocation proceeding (Docket Nos. 981834-TP and 990321-TP). In
18 this Order, the Commission specifically states:

19
20 ALECs shall not be required to designate a host ALEC and shall be
21 able to order directly from the ILEC any addition to its network.
22 Instead, each ALEC shall be allowed to submit its own requests to
23 the ILEC for equipment placement, unbundled network elements
24 and other services, regardless of which ALEC was the original
25 collocator.
26

27 Pursuant to the Commission's requirements as outlined in the above Order,
28 BellSouth permits the host ALEC and each of the guest ALECs to place an order

1 directly with BellSouth for equipment placement, UNEs, interconnection and
2 other services in accordance with the rates, terms and conditions of the ALEC's
3 Interconnection Agreement with BellSouth. This should not be confused with the
4 initial ALEC's order for caged collocation space, which would be placed by the
5 initial ALEC prior to the collocation of any other ALECs (i.e., guests) within this
6 space. The sharing arrangement between two or more ALECs would be
7 negotiated directly between these parties. BellSouth would not be a party to these
8 negotiations.

9
10 Therefore, contrary to Mr. Turner's allegations, BellSouth permits each ALEC in
11 a shared collocation arrangement to order equipment placement, UNEs,
12 interconnection and other services directly from BellSouth in compliance with the
13 Commission's Generic Collocation Order noted above. The rates, terms and
14 conditions contained in each ALEC's Interconnection Agreement with BellSouth
15 would govern the way the requested services are ordered by the ALEC and
16 provisioned and billed by BellSouth.

17
18 Q. FINALLY ON PAGE 55, MR. TURNER ASSERTS THAT THE FCC HAS
19 NOW MADE IT CLEAR THAT INCUMBENTS MUST MAKE CROSS-
20 CONNECTS BETWEEN COLLOCATORS AVAILABLE AND ARGUES
21 THAT "IT WOULD BE APPROPRIATE FOR THE FLORIDA COMMISSION
22 TO REVERT TO ITS ORIGINAL POSITION THAT ALECS SHOULD BE
23 PERMITTED TO UTILIZE AND THAT BELL SOUTH PROVIDE
24 COLLOCATION-TO-COLLOCATION CROSS-CONNECTS." MR. TURNER
25 BASES HIS ARGUMENT ON A JULY 12, 2001, FCC PRESS RELEASE.

1 PLEASE RESPOND.

2
3 A. Mr. Turner's assertion that the FCC has issued its Fourth Report and Order in CC
4 Docket No. 98-147, which should clarify the ILECs obligations regarding cross-
5 connects between collocators within a central office, is true. However, the Order
6 was just released on August 8, 2001 and will not become effective until thirty
7 days after it has been published in the *Federal Register*. Currently, BellSouth is
8 reviewing this Order to determine what modifications will need to be made to its
9 current policies and procedures to comply with the requirements mandated by the
10 FCC regarding co-carrier cross-connects. Therefore, until the Order becomes
11 effective, BellSouth will continue to maintain its position on this issue.

12
13 **NEWSOUTH WITNESS RON BEASLEY'S COMMENTS**

14 Q. ON PAGE 2, MR. BEASLEY ALLEGES THAT BELLSOUTH EMPLOYS
15 UNREASONABLE PRACTICES (I.E., PROVIDING COLLOCATION POWER
16 FROM A MAIN POWER BOARD IN FUSED AMPS INSTEAD OF ACTUAL
17 POWER DRAIN), WHICH RESULT IN EXCESSIVE CHARGES FOR
18 COLLOCATION POWER. IS THIS TRUE?

19
20 A. No, this is absolutely untrue. As I will explain in more detail below, BellSouth
21 does not employ unreasonable or discriminatory practices in the manner in which
22 BellSouth provisions or charges for collocation power to the ALECs. This issue
23 will be discussed in more detail later in this testimony.

1 In addition, the issue of billing ALECs using fused amps versus actual power
2 drain has already been addressed by the Commission in Docket No. 000649-TP
3 (“MCI Arbitration Case”). The Commission released its final ruling in the MCI
4 Arbitration Case in Order No. PSC-01-0824-FOF-TP on March 30, 2001, on this
5 very same issue. On Page 126 of this Order, the Commission states:

6
7 We believe that the per ampere rate for the provision of DC power
8 to WorldCom’s collocation space should apply to fused capacity
9 for two reasons. First, it appears that WorldCom witness Messina
10 agrees that BellSouth’s power plant must be capable of
11 accommodating 150 percent of the requested amount of power.
12 However, it appears that witness Messina contends that the fuse
13 feeding WorldCom’s collocation space should be sized at
14 WorldCom’s requested amperage, but the infrastructure behind that
15 space should be capable of carrying 150 percent of the requested
16 amperage. We find that if BellSouth must construct its overall
17 power plant to accommodate 150 percent of the aggregate
18 amperage requested by collocators then it should be compensated
19 for this level of capacity. Furthermore, both parties believe that it
20 is a generally accepted power engineering practice to fuse capacity
21 in excess of the amperage needed.

22
23 Second, we agree with BellSouth witness Milner that metering
24 WorldCom’s actual usage would be costly and time-consuming.
25 While specific numbers were not provided, we suspect that the
26 costs of metering could exceed the difference in costs of applying
27 the rate to fused capacity versus amperes used. Therefore, *we find*
28 *that the per ampere rate for the provision of DC power to*
29 *WorldCom’s collocation space shall apply to fused capacity.*
30 (Emphasis added)
31

32 Therefore, the Commission is in agreement with BellSouth’s position that the
33 billing of DC power on a fused amp basis, instead of a per-load basis, is
34 appropriate.
35

1 Q. ON PAGES 2 AND 3, MR. BEASLEY STATES THAT NEWSOUTH'S
2 TYPICAL COLLOCATION SPACE CONTAINS EQUIPMENT THAT
3 DRAWS AN AVERAGE OF 27.3 AMPS OF POWER, WHICH REQUIRES
4 FUSED CAPACITY OF AT LEAST 45 AMPS. TO AVOID PAYING THE
5 COST OF SEPARATE BELLSOUTH POWER FEEDS FOR EACH ITEM OF
6 EQUIPMENT, NEWSOUTH UTILIZES A BATTERY DISTRIBUTION FUSE
7 BOARD ("BDFB") THAT ACCEPTS A SINGLE POWER FEED FROM
8 BELLSOUTH AND SEPARATE FUSES FOR THE POWER FEEDS
9 REQUIRED WITHIN NEWSOUTH'S COLLOCATION SPACE. HE
10 FURTHER ALLEGES THAT NEWSOUTH ONLY REQUIRES
11 APPROXIMATELY 100-120 AMPS OF FUSED CAPACITY TO ALLOW FOR
12 FUTURE GROWTH, BUT BELLSOUTH'S STANDARDIZED FUSE
13 CAPACITY OF 225 AMPS RESULTS IN NEWSOUTH BEING CHARGED
14 "FOR AN AVERAGE OF 140 AMPS OF AMPS OF POWER THAT IT DOES
15 NOT USE." WOULD YOU PLEASE RESPOND TO MR. BEASLEY'S
16 ALLEGATION?

17
18 A. BellSouth has not charged NewSouth for power that it does not need. Evidently,
19 it has become a popular pastime for some ALECs to falsely accuse BellSouth of
20 overcharging for power, demanding that power billing be based on usage. Many
21 cite the similarities that exist between central office power and the electric utilities
22 provided to a home or business. Key components of the commercial electric
23 utility industry and its usage-based billing system include meters located at the
24 side of a house or business and an army of meter readers to record usage. Inside a
25 central office, however, there are no meters attached to individual power circuits

1 from a BDFB, just as there are no meters on each AC outlet in a home or
2 business. One thing the ALECs don't seem to understand, but the Commission is
3 well aware of, is that usage-based billing and the measuring system required
4 would result in increased power costs for the ALECs. Therefore, the metering of
5 central office power to each ALEC's collocation arrangement is not economical
6 for an ALEC, assuming that the ALEC is engineering its power circuits to match
7 its equipment demand.

8
9 Q. ON PAGE 4, MR. BEASLEY STATES THAT THE FUSE CAPACITIES
10 OFFERED BY BELL SOUTH DO NOT MEET NEWSOUTH'S
11 REQUIREMENTS FOR ASSIGNING POWER. HE THEN ALLEGES "THE
12 POWER PROVIDED IS EITHER TOO MUCH OR NOT ENOUGH, WITH THE
13 RESULT THAT NEWSOUTH MUST PAY FOR POWER IT DOES NOT USE
14 OR WASTE RACK SPACE DUE TO LACK OF POWER." DO YOU AGREE
15 WITH MR. BEASLEY'S ALLEGATIONS?

16
17 A. No. At a BDFB (Battery Distribution Fused Board), BellSouth offers ALECs
18 power distribution with industry standard size fuse type protection devices
19 ranging from 10 to 60 amps. The fuse sizes described as inadequate by Mr.
20 Beasley are standard sizes manufactured by fuse vendors that are commonly
21 available at electrical supply stores.

22
23 Furthermore, NewSouth's allegation that BellSouth is charging for power
24 capacity that NewSouth cannot use is incorrect. Telecommunications DC power
25 circuits are engineered to match the power requirements of the equipment served,

1 with a fuse type protection device sized at 1.5 times the anticipated drain. The
2 recurring power rate includes a 0.67 multiplier to take into account the fact that an
3 ALEC would not normally use the full capacity of the protection device. The
4 recurring power rate reflected in BellSouth's Access Tariff in Florida is \$8.86 per
5 -48V DC amp. In NewSouth's case, its equipment bay requires an average of
6 approximately 30 amps of power (see Beasley Rebuttal Testimony, p.2). If
7 NewSouth requested an engineered power circuit consisting of a pair of A & B
8 redundant power feeds equipped with 45-amp protection devices, the formula for
9 calculating the recurring cost would be:

$$45 * \$8.86 = \$398.70$$

13 Had BellSouth not included the 0.67 multiplier in the recurring rate (which would
14 increase the recurring rate to $1.5 * \$8.86 = \13.29), then the anticipated drain
15 would be used (i.e., apply the 0.67 multiplier to the protection device size) as the
16 multiplier. The formula would then be:

$$30 * \$13.29 = \$398.70$$

20 In either case, the cost to the ALEC is the same. BellSouth is not charging the
21 ALEC for the power capacity that it cannot use.

23 It is apparent that NewSouth did not properly engineer its power circuits to match
24 its true power requirements. NewSouth would have placed the order for the 225-
25 amp power feed in its Application for physical collocation with BellSouth.

1 Therefore, it was not BellSouth that ordered the power requirements for
2 NewSouth's equipment, but NewSouth itself. NewSouth could have obtained its
3 power from a BellSouth BDFB and engineered its power circuits to accommodate
4 each bay of equipment to match its specific power requirements.

5
6 Q. ALSO ON PAGE 4, MR. BEASLEY CONTENDS THAT OTHER ILECS,
7 SUCH AS SOUTHWESTERN BELL (SWBT) OFFER COLLOCATION
8 POWER TO ALECS IN INCREMENTS OF 20, 30, 50, 100, AND 200 AMPS
9 OF USABLE POWER OR DRAIN. HE ASSERTS THAT THE 100-AMP
10 INCREMENT OFFERED BY SWBT WOULD MEET NEWSOUTH'S POWER
11 REQUIREMENT IF BELLSOUTH OFFERED IT. WHAT IS YOUR
12 RESPONSE TO MR. BEASLEY'S COMMENTS?

13
14 A. Before I begin my discussion regarding Mr. Beasley's comments, I would like
15 to explain the DC power options that BellSouth makes available to the ALECs
16 for collocation purposes. A diagram of the Central Office DC power
17 architecture for collocation is attached to this testimony as Exhibit AWG-10.
18 As shown on this exhibit, rectifiers convert AC power from the commercial
19 electric utility to DC power. Batteries provide back-up DC power in the event
20 of a loss of AC power from both the commercial electric utility and standby
21 AC system or from rectifier failure. Power boards are part of the power plant,
22 located with the rectifiers and batteries in the power room of the central office.
23 Power rooms are generally located some distance from the equipment areas
24 (i.e., in central office basements or on the first floor of a multi-story building).
25 Power rooms with two-hour firewalls are required by building codes for many

1 metropolitan areas, due to the fact that batteries are also located in the power
2 rooms. Due to voltage drop requirements inherent in a DC power distribution
3 system, the size of power cabling increases exponentially with increases in
4 distance. Thus, it is uneconomical to use the power board as the distribution
5 point to each bay of central office equipment. Battery Distribution Fuse
6 Boards (“BDFBs”) are commonly used to distribute DC power from the power
7 board to the equipment area in the central office. BellSouth provides BDFBs
8 to all collocation areas in the central office. In addition, BellSouth provides
9 circuit breaker positions at the power board for ALEC-owned BDFBs, which
10 can be installed by the ALEC in its collocation space, at the ALEC's option and
11 expense. Moreover, BellSouth provides DC power to the ALEC-owned
12 BDFBs in exactly the same manner, using precisely the same fuse capacity
13 (i.e., 225-amps), as it does for its own BDFBs located throughout the central
14 office. In other words, BellSouth is providing DC power to the ALECs at
15 parity with that it is providing to itself. This ensures that the ALECs that have
16 collocated their own ALEC-owned BDFBs are receiving nondiscriminatory
17 treatment in the manner in which DC power is being provisioned to their
18 collocation space in the central office.

19
20 BellSouth offers three options to all ALECs for ordering power into a collocation
21 arrangement. First, an ALEC may request power from BellSouth’s BDFB in
22 power increments that range as low as 10 amps up to 60 amps, or any
23 combination thereof, to each piece of equipment in its collocation space. In this
24 scenario, the ALEC would perform the power cabling from each piece of its
25 collocated equipment to BellSouth’s BDFB. This is by far the most common

1 means by which the ALECs request power for their collocation arrangement. In
2 the second scenario, an ALEC may install its own BDFB (“Battery Distribution
3 Fuse Bay”) inside its collocation space and order power directly from BellSouth’s
4 main power board. (The main power board is not a BellSouth BDFB. It is the
5 main DC power source for all of the equipment and all of the BDFBs - both
6 BellSouth’s and the ALECs - in the central office.). A standard 225-amp power
7 feed is required to connect the ALEC’s BDFB with BellSouth’s main power
8 board in this scenario. Furthermore, the ALEC would be responsible for
9 installing the power cable between its BDFB and BellSouth’s main power board.
10 This means of obtaining power is used by some ALECs, but is less common than
11 the first scenario. The third option allows the ALEC to install its own BDFB in
12 its collocation space and request power from BellSouth’s BDFB, again in power
13 increments that range from as low as 10 amps up to 60 amps, or any combination
14 thereof. In this instance, power cabling would be installed by the ALEC between
15 its own BDFB and BellSouth’s BDFB, enabling the ALEC to connect each piece
16 of its equipment to its own BDFB for power. This is the least common method of
17 requesting power, because an ALEC must ensure that its power arrangement
18 complies with current National Electric Code (“NEC”) requirements. Each ALEC
19 must therefore make its own determination as to which option it wishes to use for
20 obtaining DC power into its collocation space. As described above, all ALECs
21 have the ability to obtain small units of DC power (i.e., in as low as 10-amps)
22 from BellSouth.

23
24 It is the ALEC, not BellSouth, that places the order for the DC power
25 requirements needed by the ALEC to power its equipment or its BDFB.

1 Furthermore, if an ALEC orders its DC power requirements pursuant to the rates,
2 terms and conditions of its negotiated Interconnection Agreement with BellSouth,
3 then BellSouth is legally obligated to provide the ALEC with the DC power
4 arrangement that is included in the ALEC's agreement. BellSouth has
5 consistently provisioned DC power in accordance with what the ALECs have
6 requested or agreed to in their negotiated Interconnection Agreements.

7
8 Now, I will turn to Mr. Beasley's concerns regarding the power requirement that
9 BellSouth maintains for those ALECs, such as NewSouth, that install their own
10 BDFB within their collocation space. At a power board, BellSouth has a standard
11 size circuit breaker protection device of 225 amps. This standard was developed
12 before collocation (in TR73503, circa 1993) based on BellSouth's interpretation
13 of findings from a Telcordia/Bellcore study on arcing in central offices resulting
14 from the Hinsdale incident (i.e., a central office in which a fire occurred). The
15 study found that 1) arcing may occur in central offices, usually due to poor
16 workmanship in H-tap and other connectors, and 2) while no protection device
17 will operate 100% of the time due to the physical nature of a DC arc, 225-amp
18 protection devices experience a significantly higher chance of operating during an
19 arc than 400-amp or larger protection devices. So, BellSouth's 225-amp circuit
20 breaker standard was developed three years before the Telecommunications Act
21 of 1996 ("the Act") was issued and is an attempt by BellSouth to minimize the
22 potential for a fire in its central offices. The 225-amp standard was implemented
23 on a going forward basis, because the data did not support the cost of removing
24 the high number of larger protection devices that were already in service.

1 Prior to the Act and the requirement for the ILECs to allow collocation in its
2 central offices, BellSouth implemented standard equipment configurations or
3 models, similar to "extra value meals" in the fast food industry. In the case of
4 power boards, the standard configuration consists of a power board fully equipped
5 with 225-amp circuit breakers. These "extra value meals" have allowed BellSouth
6 to improve its power provisioning intervals by 33%. This means that the ALECs
7 have also enjoyed interval improvements derived from standardization.

8
9 For the above reasons, BellSouth does not support smaller protection devices than
10 225 amps at the power board due to the standardization and interval
11 improvements discussed above and the National Electric Code ("NEC")
12 requirements for electrical system coordination (Article 240-12). The NEC
13 requires coordination to properly localize a fault condition to restrict outages to
14 the equipment affected. In other words, a short circuit condition should impact
15 the operation of the downstream fuse serving just that piece of equipment, rather
16 than the upstream circuit breaker serving the entire BDFB. Manufacturer time-
17 current curves, let-through and withstand capacities, and unlatching times are
18 used to determine proper over-current protection coordination. For TPS type
19 fuses (which are the most common found in BellSouth's central offices), a three
20 to one ratio for upstream protection devices versus downstream protection devices
21 is required. Therefore, if there are 60-amp fuses in the BDFB serving equipment
22 bays, at least a 180-amp upstream device is required to serve the BDFB. Thus, it
23 would be a violation of NEC for BellSouth to serve NewSouth's BDFB with a
24 smaller protection device (such as the 100 or 120 fused amps mentioned by

1 NewSouth), when it is common for equipment bays to require at least a 40-amp
2 drain and a 60-amp protection device at the BDFB.

3
4 Q. ON PAGE 5, MR. BEASLEY STATES THAT THE FCC HAS RESPONDED
5 TO THE ALEC'S CONCERNS ABOUT PAYING FOR FUSED AMPS BY
6 NOTING THAT VERIZON HAS AMENDED THE POWER CHARGES IN ITS
7 COLLOCATION TARIFF TO APPLY COLLOCATION CHARGES ON A
8 PER-LOAD AMP REQUESTED BASIS, RATHER THAN ON A PER-FUSED
9 AMP BASIS. HE STATES, HOWEVER, BELLSOUTH HAS NOT
10 SIMILARLY REVISED THE MANNER IN WHICH IT CHARGES FOR DC
11 POWER. HOW DO YOU RESPOND?

12
13 A. Mr. Beasley is correct in regard to the fact that Verizon has filed collocation
14 tariffs with the FCC that revise the monthly rates for DC power in physical and
15 virtual collocation arrangements. Specifically, Verizon has filed new DC power
16 rates that would be assessed on a per-load amp basis in New York/Connecticut,
17 the rest of its New England region, and its Southern Region. However, what Mr.
18 Beasley has failed to mention is that the FCC has suspended these tariffs and
19 opened Docket No. 01-140⁴ to investigate the revised rates and new rate structure
20 proposed by Verizon, due to the apparently significant increase in the proposed
21 monthly power rates. Therefore, until the FCC makes its decision in regard to the
22 assessment of DC power on a per-load amp basis and BellSouth has had an
23 opportunity to review Verizon's proposed methodology for assessing DC power

⁴ See Order Designating Issues for Investigation, *In the Matter of Bell Atlantic Telephone Companies Revisions in Tariff FCC Nos. 1 and 11 (Transmittal Nos. 1373 and 1374) and Verizon Telephone Companies Tariff FCC Nos. 1 and 11 (Transmittal Nos. 23 and 24)*, CC Docket No. 01-140, released June 26, 2001.

1 on a per-load basis, BellSouth has no immediate plans to change the manner in
2 which it currently charges for DC power (i.e., on a per fused-amp basis).

3
4 Q. CONTINUING ON PAGE 5, MR. BEASLEY STATES "UNTIL BELLSOUTH
5 REFORMS ITS COLLOCATION POWER CHARGE PRACTICES, IT
6 CANNOT BE FOUND TO SATISFY ITEM I OF THE COMPETITIVE
7 CHECKLIST." DO YOU AGREE?

8
9 A. Absolutely not. BellSouth is not, nor has it ever, assessed its DC power charges
10 in an unfair, unreasonable or nondiscriminatory manner. The DC power charges
11 that BellSouth is billing to NewSouth and the other ALECs are supported by
12 industry practices/standards and are consistent with the cost recovery
13 requirements mandated by the FCC and this Commission. Furthermore, the rates,
14 terms, and conditions by which BellSouth will assess DC power charges is
15 contained in the ALEC's Interconnection Agreement or Florida Access Services
16 Tariff and BellSouth (as well as the ALEC) is legally bound to adhere to these
17 requirements. Therefore, BellSouth has met its 271 obligations in regard to this
18 issue and has complied with this checklist item.

19
20 Q. AT THE BOTTOM OF PAGE 5 AND TOP OF PAGE 6, MR. BEASLEY
21 STATES THAT NEWSOUTH HAS REQUESTED THAT BELLSOUTH
22 EITHER UTILIZE MAIN POWER BOARD FUSES THAT ARE
23 APPROPRIATELY SIZED TO MEET NEWSOUTH'S REQUIREMENTS OR
24 PLACE METERING DEVICES ON NEWSOUTH'S COLLOCATION POWER
25 FEEDS TO CAPTURE THE ACTUAL CURRENT DRAW. HE FURTHER

1 NOTES THAT NEWSOUTH HAS OFFERED TO PAY FOR ALL CHARGES
2 FOR MATERIALS AND LABOR INVOLVED TO MAKE THESE CHANGES
3 AND WOULD MAKE AVAILABLE ANY SPARE EQUIPMENT NEEDED
4 FOR REPAIRS AND REPLACEMENTS. HOWEVER, BELLSOUTH HAS
5 NOT IMPLEMENTED EITHER OF THESE PROPOSED SOLUTIONS AND
6 REFUSES TO DEVIATE FROM ITS STANDARD MAIN POWER BOARD
7 FUSE CAPACITY. HOW DO YOU RESPOND?
8

9 A. As I have already explained in this testimony, BellSouth uses a standard size
10 circuit breaker protection device of 225 amps to comply with industry standards
11 (such as those regarding fire safety) and National Electric Code (“NEC”)
12 requirements for electrical system coordination (Article 240-12). The 225-amp
13 main power board protection device standard was implemented in 1993 (before
14 the Act) on a going forward basis and has been maintained by BellSouth for all
15 power cable feeds from the main power board to the BDFBs in the central office
16 (The 225-amp standard is used to power both BellSouth’s BDFBs and the
17 ALEC’s BDFDs). Therefore, BellSouth is unwilling to provide fuses that are
18 smaller than 225 amps.
19

20 Q. FINALLY, ON PAGE 6, MR. BEASLEY ALLEGES THAT BELLSOUTH’S
21 REFUSAL TO UTILIZE FUSES THAT ARE SIZED APPROPRIATELY OR
22 METER THE ACTUAL POWER USED RESULTS IN NEWSOUTH HAVING
23 TO PAY THOUSANDS OF DOLLARS IN CHARGES FOR POWER THAT
24 NEWSOUTH HAS NOT REQUESTED AND DOES NOT NEED AT
25 NUMEROUS COLLOCATION SITES IN FLORIDA. DO YOU AGREE?

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A. For the reasons I have already explained in my testimony, BellSouth will not deviate from its standard Main Power Board fuse capacity of 225 amps for either the ALECs or itself. There is no difference in the way that BellSouth provisions DC power to an ALEC-owned BDFB than the manner in which it provisions DC power to its own BDFBs in the central office. DC power to all BDFBs, whether owned by BellSouth or the ALECs, will be fed from the main power board using a 225-amp protection device. In other words, BellSouth is providing DC power at parity to the way it provides power to itself.

BellSouth does, however, offer various industry standard size fuses at its BDFB, which are available at any electrical supply store, to all ALECs that utilize DC power from BellSouth's BDFB and not from the main power board.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

Central Office DC Power Architecture Used for Collocation

Central Office DC power architecture for collocation is shown in the following block diagram.

**Central Office
Power System
Block Diagram**

