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September 26, 2001

Ms. Blanca Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

via Overnight Delivery

Re: Docket No. 010098-TP – Petition by Florida Digital Network, Inc. for arbitration of certain terms and conditions of proposed interconnection and resale agreement with BellSouth Telecommunications, Inc. under the Telecommunications Act of 1996.

Dear Ms. Bayó,

Please find enclosed for filing in the captioned docket an original and seven (7) copies of Florida Digital Network, Inc.'s Motion to Supplement Record. Please also find enclosed a diskette containing an electronic copy of the document.

If you have any questions regarding this filing, please call me at 407-835-0460.

Sincerely,

Matthew Feil
Florida Digital Network
General Counsel

- APP
- CAF
- CMP
- COM
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- ECR
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Copies by e-mail & U.S. Mail to:

James Meza, III; Patrick Turner (BellSouth)
Felicia Banks (FPSC)
Mike Sloan (Swidler)

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition of Florida Digital Network, }
Inc., for Arbitration of Certain Terms and }
Conditions of Proposed Interconnection and }
Resale Agreement with BellSouth Telecom- }
munications, Inc. Under the Telecom- }
munications Act of 1996 }

Docket No. 010098-TP

**FLORIDA DIGITAL NETWORK, INC.'S MOTION TO SUPPLEMENT
RECORD OF PROCEEDING**

Pursuant to Rule 28-106.204, Florida Administrative Code, Florida Digital Network, Inc., ("FDN") hereby moves the Florida Public Service Commission ("FPSC" or "Commission") to issue an order permitting FDN to supplement the record of the proceeding in this docket with the documentation specified herein. In support hereof, FDN states as follows.

1. Issue No. 1 in this proceeding encompasses consideration of FDN's claim that it is impaired in its ability to provide digital subscriber line ("DSL") service by lack of access to certain BellSouth network elements. Critical to an evaluation of this claim is the cost for FDN to collocate a digital subscriber line access multiplexer ("DSLAM") at BellSouth a remote terminal ("RT").

2. In the August 15 hearing in this docket, BellSouth Telecommunications, Inc. ("BellSouth") witness Mr. Williams testified, and the Commission admitted as evidence BellSouth discovery responses which stated, as follows: Where BellSouth has a DSLAM located in a RT and an alternative local exchange carrier ("ALEC") seeks to collocate its DSLAM in the RT and space in the RT is exhausted, BellSouth would

provide adjacent /augmented collocation at the RT to accommodate the ALECs collocation request without accessing non-recurring costs that would ordinarily apply to central office requests. (See, e.g., Hearing Transcript pp. 331 – 358; Exhibit No 3, pp. 4 – 5; Exhibit No. 5, pp. 11 - 14).

3. During the September 11, 2001, deposition of BellSouth’s Director of Collocation in FPSC Docket No. 960786-TL, the witness, Mr. A Wayne Gray testified as follows: Where BellSouth has a DSLAM located in a RT and an ALEC seeks to collocate its DSLAM in the RT and space in that RT is exhausted, BellSouth provides adjacent/augmented collocation to accommodate the ALECs collocation request but on the same terms and conditions as it would a standard adjacent collocation request. Mr. Gray’s deposition transcript is attached hereto as “Exhibit A” and by reference incorporated herein.¹

4. Thus, within a matter of weeks, two BellSouth witnesses provided testimony at odds with one another’s on exactly the same subject. One of BellSouth’s two witnesses misrepresented BellSouth’s position either inadvertently or intentionally.² Whether inadvertent or intentional, a material misrepresentation should not be permitted to stand without some form of redress for the party or parties affected.

¹ See deposition transcript pp. 7 – 10, 22 – 24. In his answer on page 24 of the transcript attached, Mr. Gray referred to terms and conditions in the standard forms and collocation agreements on file in Docket No. 960786 to support his statement that there are no special terms or conditions for adjacent/augmented RT collocation. FDN has not located in the documents to which Mr. Gray referred a non-recurring cost waiver consistent with Mr. Williams’ testimony.

No signature page or errata sheet to the Gray deposition transcript has been filed with the Commission Clerk’s office, according to the Commission’s website, or received by FDN even though more than 20 days (a reasonable time for the transcript to be deemed final) has passed. FDN filed the instant motion to avoid any delay regarding the status of the record in this case.

² It is inconceivable that BellSouth’s position could have changed within a matter of a few weeks. Neither of the two witnesses involved indicated the position on which he testified was new.

5. A party should never be permitted to modify material facts from one case to the next as may best suit its interests.

6. FDN is unquestionably prejudiced if BellSouth is permitted to misrepresent its position on a matter critical to the disposition of an issue in this case. If Mr. Williams misrepresented BellSouth's position, which one may legitimately conclude since he admitted he was not a collocation expert and Mr. Gray is BellSouth's Director of Collocation, FDN would have no opportunity for redress on the record unless FDN is permitted (a) to supplement the record as requested here or (b) a more drastic remedy, to strike portions the testimony of Mr. Williams.³

7. BellSouth cannot claim prejudice if FDN is permitted to supplement the record of this proceeding with the attached deposition testimony of Mr. Gray. Mr. Williams and Mr. Gray are both BellSouth employees and witnesses. Both were proffered by the same in-house BellSouth legal team.

8. It is both fair and reasonable to grant FDN's request to supplement the record under the circumstances present in this case where: 1) the prejudice to one party is considerable and there is no prejudice to the other party, 2) the hearing is concluded, but the staff recommendation and decision-making agenda conference are weeks away, and 3) the supplemental information concerns a finite subject.

WHEREFORE, FDN respectfully requests that the Commission issue an order permitting FDN to supplement the record in this case with Exhibit A, attached hereto.

RESPECTFULLY SUBMITTED, this 26 day of September 2001.

³ FDN may cross-examine BellSouth's witnesses or conduct additional discovery in Docket No. 960786-TL as a method of redress in that case since the hearing has not yet taken place.



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Attorneys for Florida Digital Network,
Inc.

Certificate of Service

I hereby certify that a true and complete copy of the foregoing was served on the following by e-mail and overnight delivery this 26 day of September 2001.

Mr. James Meza, III
C/o Ms. Nancy H. Sims, Dir., Reg. Relations
150 South Monroe Street, Suite 400
Tallahassee, FL 32301-1556

Ms. Felicia Banks
Florida Public Service Comm'n
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850



Matthew Feil
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(407) 835-0460

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 960786-TL

In the Matter of

CONSIDERATION OF BELLSOUTH
TELECOMMUNICATIONS, INC.'S ENTRY
INTO INTERLATA SERVICES PURSUANT
TO SECTION 271 OF THE FEDERAL
TELECOMMUNICATIONS ACT OF 1996.

ELECTRIC VERSIONS OF THIS TRANSCRIPT ARE
A CONVENIENCE COPY ONLY AND ARE NOT
THE OFFICIAL TRANSCRIPT OF THE HEARING,
THE .PDF VERSION INCLUDES PREFILED TESTIMONY.

TELEPHONIC

DEPOSITION OF:

A. WAYNE GRAY

Located in Atlanta, Georgia

TAKEN AT THE
INSTANCE OF:

The Staff of the Florida
Public Service Commission

CONDUCTED FROM:

Gerald L. Gunter Building
Room 362
2540 Shumard Oak Boulevard
Tallahassee, Florida

TIME:

Commenced at 1:30 p.m.
Concluded at 2:15 p.m.

DATE:

Tuesday, September 11, 2001

REPORTED BY:

KORETTA E. FLEMING, RPR
Official FPSC Reporter

FLORIDA PUBLIC SERVICE COMMISSION

*Exhibit A to FDN Motion
to Supplement Record*

1 APPEARANCES:

2 ANDREW SHORE, 675 W. Peachtree Street, Suite 4300,
3 Atlanta, Georgia 30375, appearing on behalf of BellSouth
4 Telecommunications, Inc., participating telephonically.

5 DONNA McNULTY, 325 John Knox Road, The Atrium, Suite
6 105, Tallahassee, Florida 32303-4131, appearing on behalf of
7 Worldcom, Inc., participating telephonically.

8 MATTHEW FEIL, 390 North Orange Avenue, Suite 2000,
9 Orlando, Florida 32801, appearing on behalf of Florida Digital
10 Network, participating telephonically.

11 SUZANNE OCKLEBERRY, 1200 Peachtree Street, Suite 8017,
12 Atlanta, Georgia 30309, appearing on behalf of AT&T,
13 participating telephonically.

14 BENJAMIN FINCHER, 3100 Cumberland Circle, Cumberland
15 Center II, Atlanta, Georgia 30339-5940, appearing on behalf of
16 Sprint, participating telephonically.

17 BETH KEATING and FELICIA BANKS, FPSC Division of
18 Legal Services, 2540 Shumard Oak Boulevard, Tallahassee,
19 Florida 32399-0850, appearing on behalf of the Commission
20 Staff.

21 ALSO PRESENT: STEVE TURNER, Consultant for AT&T,
22 participating telephonically; CAYCE HINTON and DAVID DOWDS,
23 Division of Competitive Services, appearing on behalf of the
24 Commission Staff.

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WITNESS

NAME:

PAGE NO.

A. WAYNE GRAY

Direct Examination by Ms. Keating	6
Cross Examination by Ms. McNulty	17
Cross Examination by Mr. Feil	22
Cross Examination by Mr. Fincher	24

LATE-FILED EXHIBITS

NUMBER:

ID.

1 Construction of New Remote Terminals	8
2 Unbundling of Packet Switching at RTs	9

MISCELLANEOUS

Stipulation	4
Errata Sheet	30
Certificate of Reporter	31

S T I P U L A T I O N

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IT IS STIPULATED that this deposition was taken pursuant to Notice in accordance with the applicable Florida Rules of Civil Procedure; that counsel present stipulate that the witness, A. WAYNE GRAY, is the person he identified himself as; that objections, except as to the form of the question, are reserved until hearing in this case; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

P R O C E E D I N G S

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MS. KEATING: First, I'd like to begin and make sure that everyone agrees that the usual stipulations will apply. Are those all right, Mr. Shore?

MR. SHORE: That's great.

SPEAKER: I'm sorry, what stipulation did you refer to, Beth?

MS. KEATING: The usual stipulations, reading and signing is not waived, everyone agrees that the witness on the phone is witness Gray, objections, except as to form, are reserved for the hearing.

SPEAKER: All right. Thank you.

MS. KEATING: And could we go ahead and take appearances?

MR. SHORE: This is Andrew Shore at BellSouth representing BellSouth and I have Mr. Gray, the witness, with me.

MS. KEATING: And this is Beth Keating appearing for Commission Staff. And let's start with those that are in the room with us.

MS. McNULTY: Donna McNulty from Worldcom.

MS. KEATING: And back to those on the phone.

MR. FEIL: Matt Feil with Florida Digital Network.

MS. OCKLEBERRY: Susie Ockleberry with AT&T.

MR. FINCHER: Ben Fincher with Sprint.

FLORIDA PUBLIC SERVICE COMMISSION

1 MS. KEATING: Okay.

2 A. WAYNE GRAY

3 was called as a witness telephonically and, having been duly
4 sworn by a notary public, testified as follows:

5 DIRECT EXAMINATION

6 BY MS. KEATING:

7 Q Witness Gray, would you please state your name, for
8 the record?

9 Q It's A. Wayne Gray.

10 Q And by whom are you employed?

11 A BellSouth.

12 Q In what capacity?

13 A Director for Collocation of BellSouth in our Network
14 Services Organization.

15 Q Now, how long have you been employed in that
16 capacity?

17 A Since November 1999.

18 Q Mr. Gray, my questions are mainly going to address
19 the testimony that -- your Surrebuttal Testimony. I'm not
20 really looking at your affidavit. And primarily, what I'd like
21 to do is get some clarification regarding your statements on
22 Page 5 of your testimony. And what I want to find out is under
23 what circumstances and in what manner BellSouth provides
24 various types of collocation at remote terminals.

25 A Okay.

1 Q Okay? Now, may an ALEC choose direct access
2 collocation within any of BellSouth's remote terminals?

3 A I'm not sure what you mean by direct access.

4 Q I think that's the same thing that's also been
5 referred to as physical internal collocation.

6 A Okay, yes, definitely. We offer collocation in
7 remote terminals, basically, under the same rules we do in
8 central offices, so all the different types of collocation are
9 available.

10 Q Okay. And are they available at all remote
11 terminals?

12 A Space being available, yes, they are.

13 Q Okay. Now, in remote terminals where BellSouth has a
14 DSLAM installed, is that remote terminal climate-controlled?

15 A Not necessarily, it could be in a cabinet, and
16 cabinets are not climate-controlled. It could be in a CEV,
17 which in some cases are.

18 Q Okay. Is it technically feasible to segregate and
19 secure an ILEC's equipment from an ALEC's equipment within a
20 BellSouth remote terminal?

21 A No, it's not. The remote terminals are very small in
22 nature, and there's no way to segregate or secure our equipment
23 from the CLEC equipment.

24 Q Is that true for all remote terminals or all
25 BellSouth remote terminals?

1 A To my knowledge, yes.

2 Q Okay. Now, when BellSouth constructs a new remote
3 terminal, does BellSouth consider possible future ALEC
4 collocation needs?

5 A I'm not sure. I haven't been involved in placing new
6 remote terminals, so I'm not sure of the answer to that.

7 Q Do you know who would know the answer to that?

8 A I could find out.

9 Q Okay. What I'd like to do is ask you for a
10 late-filed deposition exhibit, simply identifying whether
11 BellSouth considers possible future ALEC collocation needs when
12 it constructs a new remote terminal. I'd also like that
13 exhibit to explain the process by which BellSouth identifies
14 those needs.

15 A Okay.

16 Q And this would be late-filed deposition Exhibit 1,
17 and, I believe, we can just title it, "Construction of New
18 Remote Terminals."

19 A Okay, we'll do that.

20 (Late-Filed Deposition Exhibit 1 identified for the
21 record.)

22 BY MS. KEATING:

23 Q Next I just want you to clarify for me, will
24 BellSouth unbundle packet switching at a remote terminal when
25 there's no space for an ALEC's DSLAM in the remote terminal?

1 A Yeah. Under the FCC requirements, if BellSouth has
2 its own DSLAM place in that remote terminal, then, yes, we will
3 unbundle the packet if we cannot accommodate the collocation.

4 Q Could you just explain how that would work?

5 A Again, I'm not sure how it would work. I'm not even
6 sure if we've set up the process and procedures to do that yet.

7 Q All right. What I'd like you to do, then, I'd like a
8 second late-filed deposition exhibit and, if you would, explain
9 the process by which BellSouth would unbundle packet switching
10 at a remote terminal.

11 A Okay.

12 Q And that would be late-filed deposition Exhibit 2,
13 and it could just be identified as "Unbundling of Packet
14 Switching at RTs." Okay?

15 A Yes, ma'am.

16 (Late-Filed Deposition Exhibit 2 identified for the
17 record.)

18 BY MS. KEATING:

19 Q All right. Next, if you would, just describe for me
20 the situations where BellSouth would not allow an ALEC to
21 collocate within a remote terminal.

22 A Well, the only case that would be, would be where we
23 physically have no space available. It's very similar to
24 central office collocation. If there's no space available,
25 then we would have to file a waiver for that remote terminal

1 site. Other than that, we would allow collocation. And even
2 in the case where we're out of space, we would still allow
3 virtual collocation and, again, adjacent.

4 Q Can DSLAMs be installed in all BellSouth remote
5 terminals?

6 A Space permitting, I would believe so.

7 Q You don't see any technical difficulties with that?

8 A I'm not aware of any.

9 Q If an ALEC were to ask to install a DSLAM in a
10 BellSouth remote terminal where BellSouth didn't already have
11 its own DSLAM there, how would BellSouth respond to that
12 request?

13 A That's a collocation request, and we would follow the
14 rules for collocation which says that within ten -- or in
15 Florida in 15 days we would respond whether space is available,
16 and if there's space available, then the CLEC would submit an
17 order for collocation. Whether it's a DSLAM or not doesn't
18 matter, it's collocation.

19 Q Okay. Well, are you familiar with the testimony of
20 AT&T witness Turner?

21 A Yes, ma'am, I am.

22 Q Okay. In his Rebuttal, witness Turner contends that
23 BellSouth refuses to allow ALECs to use the integrated splitter
24 card. Can you explain for me what an integrated splitter card
25 is?

1 A I believe, what Mr. Turner is referring to is a card
2 that plugs into our NGDLC equipment. And what he's asking is
3 for AT&T to have the option of plugging a circuit pack into
4 BellSouth equipment and that's not -- you know, that's not
5 something that we allow. That's not collocation. That's
6 comingling plug-ins in existing equipment, and that's something
7 that we just can't accommodate.

8 Q From a technical perspective, you can't accommodate
9 it or from a policy perspective you can't accommodate it?

10 A It's a security safety issue. When you have more
11 than one organization plugging circuit packs and equipment and
12 removing them and pulling them out when they go defective and
13 so forth you have service outage possibility. It's just not
14 feasible from a maintenance standpoint to allow that. I mean,
15 it becomes very dangerous from the aspect of customer service.

16 Q Are there any technical impediments other than safety
17 issues?

18 A Well, yeah. Whoever puts the plug-in in the circuit
19 -- you know, plug-ins can go in the equipment to provide the
20 service if they're designed to do that. The whole issue is
21 comingling of equipment and problems associated with that.

22 Q If AT&T were to provide the card, would you allow
23 them to place it at the remote terminal?

24 A Not in ours. Not in our NGDLC equipment, no.

25 Q How is that different from virtual collocation?

1 A In virtual collocation, BellSouth maintains --
2 installs and maintains the card. It's not -- the CLEC isn't
3 actually out there doing the work. They're hiring BellSouth to
4 do it for them in virtual collocation.

5 Q What if AT&T were to allow BellSouth to install and
6 provide maintenance on the card?

7 A Then, we've got virtual collocation, and that's not
8 the same as physical collocation.

9 Q Okay. I'd like to change subjects just a little bit
10 and talk about billing for power.

11 A Yes, ma'am.

12 Q I'm looking now at Page 40 of your testimony where
13 you reference the Florida Commission's decision regarding
14 billing for power on a fused amp versus load amp basis?

15 A Yes, ma'am.

16 Q Is it correct that ALECs must submit an equipment
17 list when installing equipment in a central office?

18 A They have to tell us the type, yes. They tell us the
19 type of equipment they're installing.

20 Q And do the equipment specifications generally outline
21 the maximum current draw of the ALEC's equipment?

22 A The nominal drain is usually part of equipment
23 specifications, yes.

24 Q Could you explain what nominal draw or nominal drain
25 is?

1 A It's basically the average -- average current drain
2 of the equipment.

3 Q Well, typically, what would the nominal drain be?

4 A There's no such thing as a typical. Our BDSBs are
5 designed anywhere to be fused anywhere from 10 to 60 amps, so
6 basic telephone equipment runs anywhere between, you know, 10
7 and 60 amps. Of course, you fuse it at 1 1/2 times the drain,
8 so it just varies depending on what type of equipment it is.

9 Q Well, suppose it were fused for 13 amps.

10 A If it were fused for 13, then you would -- it's a
11 factor of .67, so you would apply to it to take it down to
12 whatever -- I don't have a calculator on me, but I guess,
13 that's around 10 amps; is that right? That's less than 10
14 amps. Ten amps would be 15, so it would be 8 or 9.

15 Q Okay. Well, if equipment is rated for 13 amps, does
16 BellSouth still require the ALEC to pay for 20 amps?

17 A No, no. If equipment's rated at 13 amps, then it
18 would be fused at 1 1/2 times that, but as I mentioned in my
19 testimony, when we actually calculate the rate we apply a
20 factor to take it back down to the nominal drain when we bill
21 it. That's covered on Page -- let me see if I can find it for
22 you, Page 43 of my Surrebuttal.

23 Q Okay. If I could get you to look back at Page 41 of
24 your Surrebuttal. Could you explain whether BellSouth offers
25 the BDFB power supply at all of its central offices?

1 A The phone rang in the middle of your question, could
2 you --

3 Q Sure. Hello?

4 MR. SHORE: We're here.

5 MS. KEATING: We didn't lose you?

6 THE WITNESS: No, we're here.

7 BY MS. KEATING:

8 Q Okay. I was asking you to look back at Page 41 of
9 your Surrebuttal.

10 A Okay.

11 Q And I'm just wondering if you can explain whether
12 BellSouth offers the BDFB power supply at all its central
13 offices?

14 A Yes, we do. That's part of our standard collocation
15 arrangement.

16 Q Okay. Could you then explain the technical and
17 logistical differences of a BDFB power supply versus an A and B
18 feed?

19 A A BDFB is a fused -- it's similar to the fuse panel
20 that's on your house or the breaker box that's on your house.
21 It's just simply a place to distribute power. You know, in
22 your home you've got a breaker box that has breakers in it that
23 feed the lights and the outlets in your house. That's what a
24 BDFB is. It's got fuse positions. And the equipment is
25 powered from those fused positions.

1 Now, most central office equipment has both. When
2 you talk about A and B feeds, most central office equipment has
3 A and B feed, so they've got redundant power feeds to them.
4 And that's what the A and B feeds are. The A and B feeds are
5 the actual -- it's like the actual plug that you plug in from
6 your lamp to the wall socket.

7 Q Well, which do you use which for? I mean, what does
8 the BDFB apply to and what does the A and B feed apply to?

9 A The A and B feed is like the power cord going to the
10 appliance and the BDFB is like the fuse panel or the circuit
11 breaker panel in your house.

12 Q Okay. All right. Now, if I can get you to look over
13 on Page 42 of your testimony in Lines 18 through 19.

14 A Okay.

15 Q I'd just like you to explain what are the increments
16 of fuses that BellSouth offers between 10 and 60 amps.

17 A Whatever the CLEC can buy from a power distribution
18 house; in other words, there are no increments. The BDFB takes
19 any fuse size that you can buy between 60 -- between 10 and 60
20 amps.

21 Q Okay. Well, I'm looking now at your testimony on
22 Pages 47 through 48 where you address why BellSouth uses a
23 225-amp fuse.

24 A Yes, ma'am.

25 Q If you would, for purposes of this question, just

1 assume that within an ALEC's collocation space the racks total
2 fusing equals 120 amps. If BellSouth uses a 225-amp fuse to
3 feed the ALEC's collocation space, would BellSouth bill the
4 ALEC for 120 amps or 225 amps?

5 A The billing's based on the 225-amp power feed that
6 fuse from our power board. They can, however, fuse from a BDFB
7 and get exactly what they need.

8 Q What would be involved in fusing from a BDFB as
9 opposed from the power board?

10 A Just running the cable to the BDFB instead of the
11 power board and then making sure that you don't exceed the
12 power ratings of the BDFB.

13 Q Are there additional costs involved in running from
14 the BDFB as opposed to the power board?

15 A Probably there are. I would think that there would
16 be a cut in the rates that we have in Florida, there would
17 probably be some recovery of the BDFB; whereas, if they went
18 straight to the power board, then the BellSouth BDFB isn't in
19 there, so, yeah, there would be some recovery for the BDFB.

20 Q What's the difference between a BDFB and a power
21 board such --

22 A To draw the scenario to your house again, if you -- I
23 don't know if you've ever looked in your actual breaker box,
24 but in your breaker box you've got a bunch of breakers,
25 typically, 15 to 20 amps feeding all the lights and all in your

1 house, and then there may be a 45 or 60-amp breaker that feeds
2 your oven or stove. Then, on the very top of that breaker box
3 is the main breaker for the house, which is typically a 200-amp
4 breaker. In the average home it could be a 400-amp breaker.

5 The power board is essentially that main breaker to
6 the house, so all the BDFBs are powered from the power board
7 through where all of the power that distributes in the central
8 office distributes from. Does that make sense? It's not
9 intended for individual items of equipment to be powered from
10 the power board. The power board is simply there to distribute
11 the power from the power room to the BDFBs throughout the
12 central office.

13 MS. KEATING: Well, thank you, Mr. Gray. I promised
14 you that we'd be short. I think that's all that Staff has.
15 I'll turn it over to whoever wants to be next.

16 MS. McNULTY: This is Donna McNulty. If you don't
17 mind, I'll go next.

18 CROSS EXAMINATION

19 BY MS. McNULTY:

20 Q Good afternoon, Mr. Gray. The first topic I'm going
21 to cover is adjacent collocation. When an ALEC collocates to
22 the central office, BellSouth makes DC power available to that
23 collocator; is that correct?

24 A That's correct.

25 Q And that's because, generally, telecommunications

1 equipment runs on DC power; is that correct?

2 A That's correct.

3 Q And BellSouth also makes DC power available when the
4 CLEC collocates at a remote terminal; is that correct?

5 A When they collocate inside a remote terminal, because
6 we have -- we feed the remote terminal with AC, and then we
7 convert it inside the remote terminal to DC.

8 Q So, the answer's yes?

9 A Yes.

10 Q And BellSouth makes adjacent collocation available
11 when space is legitimately exhausted within a BellSouth central
12 office; is that right?

13 A That's correct.

14 Q On Page 11 of your affidavit regarding adjacent
15 collocation you state the following: "At the ALEC's option and
16 where the local authority having jurisdiction permits,
17 BellSouth will provide an AC power source in accordance with
18 the requirements of the National Electric Code and access to
19 physical collocation services subject to the same
20 nondiscriminatory requirements as applicable to any other
21 physical collocation arrangement"; do you recall that?

22 A What page were you on again? I'm sorry.

23 Q I have it on Page 11.

24 A Okay.

25 Q It's near the bottom, begins on paragraph 23.

1 A Okay. Yes, ma'am.

2 Q Are you saying that for adjacent collocation in
3 Florida, BellSouth will only provide AC power, not DC power to
4 the ALEC?

5 A No. In the -- I believe, it's the MCI arbitration,
6 the Commission ruled that BellSouth -- I think, I actually have
7 the actual words here. "BellSouth shall be required to provide
8 DC power to Worldcom's adjacent collocation space at Worldcom's
9 request where local ordinance do not prohibit; however,
10 Worldcom must provide the appropriate direct current cabling
11 certified for outside use." So, we will comply with that
12 Order.

13 Q Since you have read the Order, part of the rationale
14 is, isn't it, that the Florida Commission found that providing
15 AC power to adjacent collocation space is discriminatory, and
16 that was why they ordered Bell to provide DC power; is that
17 correct?

18 A I'm not sure of that at all.

19 Q Could you please turn to Page 115 of that Order?

20 A I have it.

21 Q Do you have it? Of the collocation Order from May
22 11th?

23 A I'm on Page 115, okay.

24 Q Do you want to review that and see if that's, indeed,
25 what the Order says?

1 MR. SHORE: Do you want him to read part of the Order
2 for the record?

3 MS. McNULTY: Sure.

4 A Okay. It does say more, "We are persuaded that
5 providing AC power to an adjacent collocation space is
6 discriminatory."

7 BY MS. McNULTY:

8 Q Okay. If any other ALEC in Florida wants BellSouth
9 to provide DC power to it in adjacent collocation situations
10 where local ordinances do not prohibit, will BellSouth provide
11 DC power to that ALEC?

12 A The answer is under the same terms as the MCI -- as
13 the MCI arbitration were; that is, that the CLEC has to provide
14 the cable, the answer's yes. BellSouth's total issue here is
15 not that we don't want to do this; it's that we don't think
16 there's such cable that will carry that load that's rated for
17 outside use.

18 So, what the Commission ordered was that if the CLEC
19 could find such cable that was rated for outside use that would
20 carry the load that BellSouth should be required to provide DC
21 power to the adjacent site, and we'll comply with that for
22 whatever CLEC can find that cable.

23 Q Thank you, Mr. Gray.

24 On Page 2 of your affidavit, you state that "In
25 Florida, BellSouth provides physical collocation through either

1 BellSouth's Florida Access Services BellSouth tariff, Section
2 E-20 or through negotiated interconnection agreements"; do you
3 recall that?

4 A Yes, ma'am.

5 Q You also mention that "Over the years, BellSouth has
6 developed a standard interconnection agreement that it offers,
7 basically, to all parties when it negotiates; is that true?

8 A Yes. That's our starting point that we start on
9 negotiations, but then the -- you know, then the negotiation
10 with the CLEC, we'd negotiate off that agreement.

11 Q And in that standard interconnection agreement you
12 state that it contains cost-based rates, terms and conditions
13 by which BellSouth provides central office physical
14 collocation; do you recall that?

15 A Yes.

16 Q Those cost-based rates to which you refer for
17 physical collocation, are those rates that BellSouth has
18 determined to be cost-based rather than the Commission?

19 A Actually, the rates for each day will be determined
20 in UNE generic cost hearings by the state. I believe, in the
21 case of Florida, the Commission has established collocation
22 rates in their Phase 2 cost docket.

23 Q Oh, really? That's kind of news to me.

24 A Or they will. I'm sorry, they haven't yet, but they
25 will.

1 Q Okay.

2 A What will happen is the rates that are in the
3 standard agreement will be adjusted based on the rates that the
4 Commission decides.

5 Q But currently, as they are today, in this standard
6 interconnection or any negotiated interconnection agreement,
7 the Commission has not determined those rates to be cost-based;
8 is that correct, in Florida?

9 A Not to my knowledge.

10 MS. McNULTY: Thank you. Worldcom has no further
11 questions.

12 MS. KEATING: Next.

13 MR. FEIL: This is Matt Feil with Florida Digital.
14 I'll go next.

15 CROSS EXAMINATION

16 BY MR. FEIL:

17 Q Good afternoon, Mr. Gray, a few quick questions.

18 The first is with regard to BellSouth's remote
19 terminals in the state of Florida. Have you personally
20 reviewed the space availability for all the remotes that are
21 located in the state of Florida?

22 A No, I have not.

23 Q Is there any sort of survey that would indicate to
24 you what space is available at all the remotes in the state of
25 Florida?

1 A No, there's not.

2 Q I think, you made allusion earlier to the fact that
3 there are, basically, three different types of remotes, CEVs,
4 huts, and cabinets; is that a fair statement?

5 A Those are three types, right.

6 Q Are those the three predominant types in Florida?

7 A Yes.

8 Q And of those three, would you agree with me that
9 cabinets are the most predominant of the three?

10 A Yes.

11 Q And is it fair to say that cabinets are generally the
12 smallest of the three types that I've given?

13 A Yes.

14 Q I want to get some clarification about the terms and
15 conditions available for adjacent collocation for remote
16 terminals. Hypothetically, and maybe this will help if you can
17 sort of walk me through what happens when or if an ALEC
18 requested collocation at a remote terminal; let's say, I'm an
19 ALEC, I make a request for collocation at a remote terminal.
20 At this particular remote BellSouth does have a DSLAM there,
21 but space is exhausted. Generally, what terms and conditions
22 does BellSouth make available for adjacent collocation at that
23 remote?

24 A Space is exhausted in the remote terminal. And
25 regardless of whether we have a DSLAM, if you want adjacent

1 collocation, then the terms and conditions for adjacent
2 collocation, as spelled out in your interconnection agreement
3 or in our standard agreement, which is attached to the SGAT
4 that's on file or that's part of this docket or as you'll find
5 in the tariff, applies.

6 Q So, you're saying there's no special terms or
7 conditions that apply for adjacent collocation just because of
8 that, is that a remote?

9 A No, it's the same terms and conditions that apply,
10 regardless whether it's remote.

11 MR. FEIL: Okay. One moment, if you wouldn't mind.
12 I'll make sure I've got everything covered here.

13 MR. FEIL: All right. That's all I have. Thank you.

14 THE WITNESS: Thank you.

15 MS. KEATING: Does anyone else have any questions?

16 MR. FINCHER: This is Ben Fincher with Sprint, and I
17 have just a couple.

18 CROSS EXAMINATION

19 BY MR. FINCHER:

20 Q Mr. Gray you refer to a standard interconnection
21 agreement that BellSouth had. Is that the same as your SGAT?

22 A Yes, sir. The terms and conditions that are --
23 actually, our standard agreement is a document that we use to
24 negotiate from. We have it posted on our web site so that
25 everyone can see it. It's -- a CLEC could actually adopt the

1 standard agreement as their interconnection agreement, either
2 as part of their overall interconnection agreement or as a
3 separate collocation agreement, but as it is, or more
4 frequently, in fact, always what typically happens is a CLEC
5 negotiates with us for a CLEC-specific interconnection
6 agreement, but we would start our negotiation based on the
7 terms in that standard agreement. That just lays out where our
8 starting point -- and, I believe, that standard agreement is
9 attached to the SGAT as another option for CLECs once the
10 Commission approves the SGAT, then you can buy collocation from
11 BellSouth, either -- in Florida either from CLEC-specific
12 interconnection agreement, the SGAT, or tariff.

13 Q Okay. Now, upon approval of the SGAT by the
14 Commission would the standard agreement go away or would that
15 be incorporated into the SGAT in some way or how does that
16 work?

17 A That's actually incorporated into the SGAT.

18 Q Okay. On Page 13 of your testimony at Lines 2 and 3,
19 you say that "BellSouth does not provide collocation pursuant
20 to the Collocation Handbook." What's the purpose of the
21 Collocation Handbook, if you don't provide collocation pursuant
22 to the handbook?

23 A The handbook is just as it's named, it's a handbook,
24 it's a guide. It's really most valuable to CLECs when they're
25 first getting in the business with us, and it explains how

1 BellSouth prefers to provide collocation. But it's just that,
2 it's a guide, it's a handbook. It does not set any binding
3 terms and conditions at all.

4 Q You admit in here it's not a legally-binding
5 document. Is it incorporated in any way by reference into any
6 of the interconnection agreements?

7 A No, in fact, it's the opposite. The Collocation
8 Handbook actually refers you to your interconnection agreement
9 for the terms and conditions.

10 Q Okay. On Page 21 of your testimony at Line 14 you
11 talk about the fact that the Collocation Handbook is not a
12 legally-binding document by which BellSouth provides
13 collocation, you talk about making changes in the handbook or
14 revising the handbook based on FCC or rules and orders. Are
15 corresponding changes made in the interconnection agreements or
16 do you just make the changes in the handbook?

17 A The handbook, we like to keep as up to date as
18 possible. Of course, it lags the standard agreement somewhat,
19 but when we issue the handbook, then we try to keep it up to
20 date so the CLECs know how to do business with us. I believe,
21 it's updated quarterly, maybe.

22 The interconnection agreements, though, they're
23 binding agreements between us and the CLECs or ALECs, and we
24 cannot change that without negotiating a change. So, for
25 instance, we've got this new fourth order coming out from the

1 FCC. I think, it becomes effective on the 19th of September.
2 So, where we have interconnection agreements with the CLECs, we
3 can't just change that without the CLEC negotiating the change
4 with us. But what will happen is the CLECs that want to
5 incorporate those changes from the fourth order, then they can
6 come to us and say we want to do that.

7 And then, what BellSouth will do, we'll negotiate
8 either a letter of agreement or an update to the
9 interconnection agreement to incorporate those terms. What
10 we'd like to do is restrict those negotiations to just the
11 fourth order issues, but if the CLEC wants to add something
12 else in there, then we will consider that, but the important
13 thing would be to meet the order and negotiate just based on
14 the order from our standpoint.

15 Q So, when you change the Collocation Handbook based on
16 an FCC order, if BellSouth -- you could use the interconnection
17 agreement to see a change has to be made, then you approach the
18 CLEC or ALEC to negotiate a change based on that order?

19 A No, actually, it's the other way around. We would
20 expect the CLEC to approach us if they want to change. Let me
21 also mention that our newer interconnection agreements that we
22 signed since about March have a clause in them that says when a
23 new order comes out that it becomes automatically part of the
24 agreement.

25 And so, if you have a newer agreement since March or

1 April, I think, of this year then that clause is probably in
2 there, and the provisions of the new FCC or state order would
3 become automatic, but for any interconnection agreement before
4 that, the CLEC would actually come to us and say I want to
5 negotiate this change.

6 Q Okay. And BellSouth would not initiate the change?

7 A No. Typically, we would want the CLEC to do that,
8 because we have -- you know, we have hundreds of
9 interconnection agreements, and we're just not sure which CLECs
10 would want the change and which won't, so it's more efficient
11 for us to ask the CLEC to ask for the change, if they need it.

12 MR. FINCHER: Okay, thank you. That's all I have.

13 MS. KEATING: AT&T?

14 MS. OCKLEBERRY: No questions.

15 MS. KEATING: Is there anyone else? Thank you,
16 Mr. Gray. We appreciate it. Mr. Shore, could we set up a time
17 for when those late-filed deposition exhibits will be provided?

18 MR. SHORE: Sure. Let me talk to the witness and
19 just figure out how quickly he can try to hunt down this
20 information. It sounds like he needs to do some running around
21 to get some answers. As I understand it, there haven't been
22 any requests in Florida. Does a week meet ya'll's needs okay?

23 MS. KEATING: Yeah, if he can get it to us by the
24 20th, that will be fine.

25 MR. SHORE: Certainly by the 20. If we anticipate

1 any problems, which I don't, but if we run into any, I'll let
2 you know certainly well in advance of that, and we can talk
3 about it, but I'm sure the 20th will work out fine.

4 MS. KEATING: Okay, great, we appreciate it.

5 MR. SHORE: Okay. Well, thank ya'll.

6 MS. KEATING: Thank you. Anybody have anything else?

7 Thanks. Goodbye.

8 (Deposition concluded at 2:15 p.m.)

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I, Koretta E. Fleming, FPSC Official Commission Reporter do hereby certify that I was authorized to and did stenographically report the foregoing telephonic deposition of A. WAYNE GRAY.

I FURTHER CERTIFY that this transcript, consisting of 29 pages, constitutes a true record of the testimony given by the witness over the telephone.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED THIS 17th day of September, 2001.

Koretta E. Fleming, RPR
 Official Commission Reporter
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September 12, 2001

Mrs. Blanca S. Bayó
Director, Division of the Commission
Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 960786-TL

Dear Mrs. Bayó:

Enclosed is an original Certificate of Oath for A. Wayne Gray, which we ask that you file in the captioned docket.

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

Sincerely,



Andrew D. Shore

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

410553

1 F L O R I D A)
2 COUNTY OF LEON)

CERTIFICATE OF OATH

3 I, the undersigned authority, certify
4 that A. Wayne Gray personally appeared before
5 me at Atlanta, Georgia and was
6 duly sworn by me to tell the truth.

7 WITNESS my hand and official seal in the
8 City of Atlanta, County of Fulton,
9 State of Georgia, this
10 (th) DAY MO 11th day of September, 1992001

12 Rudine J. Davis
13 Notary Public RUDINE J. DAVIS
State of Georgia Notary Public, Fulton County, Georgia
My Commission Expires Dec. 22, 2001

14 Personally know OR produced identification ____.
15 Type of identification produced _____.

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