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December 19, 2002

Ms. Blanca S. Bayó, Director
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& Administrative Services
Florida Public Service Commission
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Tallahassee, Florida 32399-0850

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Re: Docket Nos. 981834-TP & 990321-TP Direct Testimony of
Edward Fox and Jimmy R. Davis

Dear Ms. Bayó:

Enclosed for filing is the original and fifteen (15) copies of the Direct Testimony
of

- 1. Edward Fox 13852-02
- 2. Jimmy R. Davis 13853-02

Copies of this have been served pursuant to the attached Certificate of Service.

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

Thank you for your assistance in this matter.

Sincerely,

Susan S. Masterton
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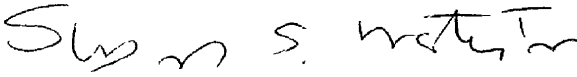
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Susan S. Masterton

1 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2 **DIRECT TESTIMONY OF**

3 **Edward Fox**

4
5 **Q. Please state your name, your position with Sprint, and your business address.**

6
7 A. My name is Edward Fox. I am currently employed as Senior Manager – Regulatory
8 Policy for Sprint Corporation. My business address is 6360 Sprint Parkway,
9 Overland Park, Kansas 66251.

10
11 **Q. Please describe your educational background and work experience.**

12
13 A. I received a Masters of Business Administration from Ashland University in 1989 and
14 a Bachelor of Science degree in History from Taylor University. In my current
15 position, I am responsible for developing state and federal regulatory policy and
16 legislative policy for Sprint Corporation for collocation, and I am responsible for
17 coordinating this policy across the multiple business units of Sprint, i.e. its Incumbent
18 Local Exchange Company (ILEC), Wireless, and Long Distance Divisions which
19 includes Sprint's Alternative Local Exchange Carrier (ALEC) operations. I have been
20 in this position since January 2001. For the four years prior, I served as the Network
21 Policy Manger for Sprint's ILEC operations. Between 1977 and 1996 I held positions
22 in sales, marketing, competitive analysis, and product management within Sprint's
23 local telecommunications division.

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1 **Q. Have you testified previously before a state regulatory commission?**

2

3 A. Yes. I have testified before the state regulatory commissions in Maryland,
4 Pennsylvania and in Massachusetts. I have provided written testimony in Texas, and
5 the District of Columbia.

6

7 **Q. Is Sprint qualified to speak to both CLEC and ILEC interests?**

8

9 A. Yes. Sprint approaches the local competition issues raised in this proceeding from the
10 standpoint of a corporation whose operating subsidiaries are on both sides of these
11 issues. Sprint's long-distance subsidiary (Sprint LD) is in the process of
12 implementing competitive local services, including broadband DSL products.
13 Nationally, Sprint LD expects to be collocated in hundreds of ILEC central offices by
14 the end of this year. Sprint owns a group of incumbent local telephone companies
15 (ILECs) that now comprise the fifth largest ILEC in the nation; these companies are,
16 of course, subject to the rules adopted at both the state and national levels. Sprint's
17 positions in this testimony reflect its own internal efforts to weigh the needs of
18 ALECs against the legitimate concerns of ILECs in a fashion that reasonably
19 accommodates both sets of interests. This testimony is the product of the same
20 process of weighing ALEC and ILEC interests that the Commission itself will have to
21 undertake in reaching its own resolution of these issues surrounding collocation.

22

23

1 **What is the purpose of your testimony in this proceeding?**

2

3 A. The purpose of my testimony is to state Sprint's policy on the collocation topics that
4 the FPSC has asked to be addressed in this proceeding. These policies address
5 technical and/or operational issues on these topics. My testimony addresses either in
6 whole or in part, issues 1A, B, C; 2A, B, C, D, 3; 4; 6A; 7; and 8. I am testifying on
7 behalf of Sprint – Florida, Incorporated and Sprint Communications Limited
8 Partnership (hereafter referred to as "Sprint" or the "Company").

9

10 **ISSUE 1A. WHEN SHOULD AN ALEC BE REQUIRED TO REMIT PAYMENT**
11 **FOR NON-RECURRING CHARGES FOR COLLOCATION SPACE?**

12

13 **Q. What are nonrecurring charges?**

14

15 A. Non-recurring charges are one-time charges intended to cover material and labor
16 needed to provision unbundled network elements including collocation.

17

18 **Q. What are typical types of nonrecurring costs an ILEC incurs in addressing**
19 **ALEC requests for collocation?**

20

21 A. These types of costs include: location design and engineering, materials and material
22 handling, installation labor, DC power plant configurations, HVAC system evaluation,
23 and security cage construction. These up front cost benefit only the requesting carrier.

24

1 **Q. When should an ALEC be required to remit payment for nonrecurring charges?**

2

3 A. The ALEC should be required to remit 50% of the nonrecurring charges at the time of
4 the firm order is placed and 50% upon acceptance of the collocation arrangement.

5

6 **Q. Why should an ALEC be required to pay 50% of the cost prior to the beginning
7 of construction?**

8

9 A. Sprint incurs costs to construct collocation space upon initiation of construction. A
10 partial payment of these costs is appropriate to ensure that Sprint recovers its costs to
11 prepare the space requested by the ALEC. Costs that are incurred immediately, e.g.
12 materials and labor, are covered by the up-front amount. It is standard practice in the
13 construction industry to require partial payment of construction costs up front. In
14 addition, there is a risk factor to the ILEC since requesting carriers experience varying
15 degrees of financial stability. The 50% is not considered a deposit, but rather a
16 payment to cover direct expenses.

17

18 **ISSUE 1B. WHEN SHOULD BILLING OF MONTHLY RECURRING**
19 **CHARGES (MRCs) BEGIN?**

20

21

22

23

1 **When should billing of MRCs begin?**

2

3 A. Billing of MRCs should begin upon acceptance of the collocation space by the
4 ALEC.

5

6 **Q. Please explain the process for an ALEC to accept collocation space.**

7

8 A. Pursuant to the terms of Sprint's interconnection agreements and Sprint's policies for
9 implementing the agreements, Sprint notifies the ALEC when construction of a
10 collocation space is complete. The parties complete an acceptance walkthrough of
11 each provisioned collocation space. At the conclusion of the acceptance walk through,
12 or after any deviations noted during the walkthrough are corrected, the ALEC executes
13 a written document accepting the collocation space. Under Sprint's current
14 interconnection agreement and policies, this is the date that MRCs take effect. If the
15 ALEC does not conduct an acceptance walk through within 15 days of the notification
16 that the Collocation Space construction is complete, the ALEC is deemed to have
17 accepted the collocation space and MRC billing will commence. This policy is
18 necessary to avoid an ALEC delaying a walkthrough solely for the purpose of
19 avoiding payment for completed collocation space.

20

21

22

23

1 **Q. Why is acceptance of the collocation space the appropriate time to begin billing?**

2

3 A. When collocation construction begins, the space is effectively dedicated to the ALEC,
4 i.e., it is no longer available for use by the ILEC or other ALECs. Once the collocation
5 space has been accepted, it indicates that the ILEC has met its provisioning
6 responsibilities and its costs of operation have begun. The ALEC may begin its
7 equipment installation, testing and customer connections at that time.

8

9 **ISSUE 1C. WHAT CANCELLATION CHARGES SHOULD APPLY IF AN ALEC**
10 **CANCELS ITS REQUEST FOR COLLOCATION SPACE?**

11

12 **Q. What circumstances does Sprint interpret the term “cancellation” to include for**
13 **the purposes of assessing “cancellation charges?”**

14

15 A. Sprint interprets the term cancellation to include situations in which an ALEC cancels
16 a collocation space order prior to acceptance of the space and situations in which an
17 ALEC withdraws from (i.e., “decommissions”) a completed, accepted collocation
18 arrangement.

19

20 **Q. When an ALEC cancels an order for collocation space, what charges should**
21 **apply?**

22

23

1 A. The ALEC should reimburse the ILEC for any actual expenses incurred and not
2 already paid, which may include incidental equipment costs, material (ordered,
3 provided or used), labor, transportation, DS0, DS1 and DS3 cable, fiber, and all other
4 associated costs.

5

6 **Q. When an ALEC decommissions its collocation space, what charges should**
7 **apply?**

8

9 A. In the event an ALEC desires to decommission the use of the collocation space, the
10 ALEC should be required to complete an application detailing all information
11 regarding the decommissioning of the collocation space. An application charge applies
12 and should be submitted with the application. Sprint's witness Jimmy R. Davis
13 discusses the cost issues associated with decommissioning on pages 4 and 5 of his
14 Direct Testimony also filed today

15

16 **ISSUE 2A. SHOULD AN ALEC BE REQUIRED TO JUSTIFY ITS SPACE**
17 **RESERVATION NEEDS TO THE ILEC WHEN AN ILEC IS FORCED TO**
18 **CONSIDER A BUILDING ADDITION TO ACCOMMODATE FUTURE SPACE**
19 **REQUIREMENTS?**

20

21 **Q. Should an ALEC be required to justify its space reservation needs when an**
22 **ILEC is forced to consider a building addition or major renovation to**
23 **accommodate the ILEC's future space requirements?**

1 A. Yes. Floor space is a valuable resource and its availability impacts all parties. It is
2 incumbent upon all parties to efficiently use space, since all parties jointly benefit
3 from its efficient use. The FCC has adopted reasonable restrictions on warehousing
4 of space, which apply to both the ALECs and the ILEC. In its First Report and Order
5 in Docket No. 96-98, FCC Order No. 96-325, the Local Competition Order, at ¶ 586,
6 the FCC states that "...inefficient use of space by one ALEC could deprive another
7 entrant of the opportunity to collocate facilities or expand existing space." Likewise,
8 ILECs are not allowed to warehouse space, but are permitted to reserve a limited
9 amount of space for specific future uses. Accordingly, both parties have responsibility
10 for efficient use of space, and each party must be required to justify its space
11 reservation requirements when the reservation of space is affecting space availability.

12
13 **Q. Are there are other circumstances when an ALEC should be required to justify**
14 **its space reservation needs?**

15
16 A. Yes. In addition to an ALEC justifying its reserved space when the ILEC is facing the
17 need for a building addition, space justification should also be required when the ILEC
18 must deny subsequent collocation requests. This space justification would be in
19 response to another ALEC's space denial, subsequent walk-through, and challenge of
20 the ALEC's space utilization before the PSC.

21
22 **ISSUE 2B. UNDER WHAT CONDITIONS SHOULD AN ILEC BE ALLOWED**
23 **TO RECLAIM UNUSED COLLOCATION SPACE?**

1 **Q. What is unused collocation space?**

2

3 A. Clearly, the situations where a requesting carrier has ordered space and has not placed
4 operational telecommunications equipment or has not connected to the ILEC's
5 network within 180 days of space acceptance are examples of unused space.
6 Unused space may also include any space that the ALEC has not used within the
7 Commission-established, 18-month space reservation timeframe. The space requested
8 by a collocator on its initial collocation application is the total amount of space to
9 which it is entitled. For example, if a collocator applies for 400 square feet of
10 physical collocation, it is assumed that the collocator is taking into account future
11 growth requirements as part of those 400 square feet. If that collocator uses only 100
12 square feet, it in effect has 300 square feet of reserved space. If this space is not used
13 within 18 months of space acceptance, it should be considered "unused."

14

15 **Q. Should an ILEC be entitled to reclaim unused space?**

16

17 A. Yes. The ILEC should be allowed to reclaim unused collocation space when, without
18 the space, the ILEC is forced to consider a building addition or a major renovation.
19 The ILEC should be able to reclaim space if the ALEC cannot adequately justify its
20 future need for the space within the 18-month period. Hence, if the ALEC has not
21 used its reserved space within 18 months, or the ALEC has not properly justified its
22 space, and a condition exists where the ILEC would need to reclaim space, the
23 ALEC's unused space would be considered "warehoused" and eligible for take-back.

1 **ISSUE 2C. WHAT OBLIGATIONS, IF ANY, SHOULD BE PLACED ON THE**
2 **ALEC THAT CONTRACTED FOR THE SPACE?**

3

4 **Q. Are there obligations that should be placed on an ALEC to justify its need for**
5 **reserved space?**

6

7 A. In its Generic Collocation Order No. PSC-00-0941-FOF-TP, in this docket, the
8 Commission requires at page 103 "...that ALEC shall provide the ILECs with two-
9 year forecasts, on an annual basis, to assist the ILECs in CO planning." The Order
10 includes forecast variables that could be used in determining future space needs. These
11 variables include historical collocation data, CO characteristics, CO location, the
12 market service area, the historic growth rate, trending data, and general technology
13 effects.

14

15 **Q. What are the ALEC's obligations if it is determined that space may be reclaimed**
16 **by the ILEC?**

17

18 A. The ALEC should review its space requirements with the ILEC with the expectation
19 that the parties could come to mutual agreement on space that is to be reclaimed. If
20 agreement cannot be achieved, then the parties should resolve the issue with the
21 Commission through the dispute resolution process.

22

1 **ISSUE 2D. WHAT OBLIGATIONS, IF ANY, SHOULD BE PLACED ON THE**
2 **ILEC?**

3

4 **Q. What obligations should be placed on an ILEC to justify its need to reclaim space**
5 **reserved for the ALEC?**

6

7 A. Both parties should have similar obligations to justify space needs. The ILEC should
8 justify the necessity of a building expansion or a major renovation.

9

10 **Q. What factors should an ILEC consider prior to initiating a possible collocation**
11 **space reclamation?**

12

13 A. To determine when space reclamation is warranted, the ILEC should consider its
14 obligations as a provider of last resort, emergency services needs, the availability of
15 space and the potential it will be required to make a building expansion in the near
16 future without the ALEC space reclamation.

17

18 **Q. How should the ILEC proceed with an unused space reclamation?**

19

20 A. If it becomes necessary, and no other reasonable alternatives are available, the ILEC
21 should have the right for good cause shown and upon 30 days prior notice to request
22 that the ALEC allow the ILEC to reclaim the unused collocation space or any portion
23 thereof, including any inner duct, outside cable duct, cable vault space or other ILEC-

1 provided facility. The ILEC should be able to reclaim space in order to fulfill its
2 common carrier obligations, to satisfy any order or rule of the state commission or the
3 FCC, or the ILEC's carrier of last resort requirements to provide telecommunications
4 services to its customers. The ILEC will need to demonstrate to the Commission,
5 under non-disclosure agreement, that its future use of space is well defined, and the
6 unavailability of space would prevent the ILEC from serving its customers efficiently.
7 Both the FCC in the Local Competition Order and the FPSC in the Generic
8 Collocation Order have held that ILECs may not, however, reserve space for future
9 use on terms more favorable than those that apply to other telecommunications
10 carriers seeking to hold collocation space for their own future use. In order to reclaim
11 space, the ILEC must also demonstrate that there is no other suitable collocation space
12 in the building before being allowed to reclaim unused space of an ALEC. Pursuant to
13 FCC Rule 51.321(i), the ILEC must, upon request, have removed obsolete unused
14 equipment from its premises to increase the amount of available space.

15
16 **Q. What if expenses are incurred by either party when space is reclaimed?**

17
18 A. The terms and conditions (Ts & Cs) of the particular interconnection/collocation
19 agreement would dictate where the responsibility lay. If applicable Ts & Cs are not in
20 the interconnection agreement, then the ILEC would be responsible for the expenses
21 directly attributable to the reclamation of space if it is the party initiating the space
22 reclamation. If another party, e.g. an ALEC, is the requesting party, the cost of
23 rearrangements will be borne by it.

1 **Q. What types of expenses might be incurred in space reclamation?**

2

3 A. Cage boundaries may need to be moved; also equipment and cabling rearrangements
4 may be required. Administrative changes would also be necessary, such as changes to
5 billing and floor plan usage records.

6

7 **ISSUE 3. SHOULD AN ALEC HAVE THE OPTION TO TRANSFER**
8 **ACCEPTED COLLOCATION SPACE TO ANOTHER ALEC? IF SO, WHAT**
9 **ARE THE RESPONSIBILITIES OF THE ILEC AND ALECS?**

10

11 **Q. Should an ALEC have the option to transfer its collocation space to another**
12 **ALEC if an office is full and there is a waiting list for the space?**

13

14 A. No. If the ALEC has accepted the space from the ILEC but is not going to use the
15 space, the ALEC must relinquish that space and the ILEC will provide the space to the
16 next ALEC on the waiting list for that site. Pursuant to FCC Rule 51.321 (f), the ILEC
17 has the responsibility to assign space to ALECs on a first-come, first-served basis.
18 This is the only fair way to deal with ALECs that are waiting for collocation space. If
19 the ALEC could transfer its unwanted space, it could bypass the next ALEC on the
20 waiting list in favor of another ALEC.

21

22 **Q. Should an ALEC have the option to transfer its collocation space to another**
23 **ALEC if an office is not full and there is no waiting list for space?**

1 A. No. If there is no waiting list, the ALEC should still relinquish to the ILEC any space
2 it is not going to use. This approach prevents ALECs from speculating in collocation
3 space. Under the FCC Collocation Remand Order, Fourth Report and Order in Docket
4 No. 98-147, FCC Order No. 01-204, at ¶ 92, the ILEC, not the ALEC, has the
5 obligation to act as a “neutral property owner and manager...” This duty can be
6 carried out only if the ILEC provides the relinquished space to the next requesting
7 ALEC.

8

9 **Q. What should be the responsibilities of the ALECs, if an ALEC is allowed to**
10 **transfer accepted collocation space?**

11

12 A. The incoming carrier must have an approved interconnection agreement with the
13 ILEC and must have received all requisite certifications to operate as an ALEC in
14 Florida. The outgoing ALEC must be responsible for all charges in full (NRCs and
15 MRCs) owed to the ILEC at the time the ALEC exits the premises. Additionally, the
16 ALEC must be current (with the exception of disputed charges) in the payment of all
17 collocation charges applicable to the transferred collocation site at the time of transfer.
18 The incoming ALEC must be responsible for all charges beginning with the exit of the
19 first ALEC. The incoming ALEC must submit a full application for collocation prior
20 to the transfer.

21

22 **Q. What would be the responsibilities of the ILEC, if an ALEC is allowed to**
23 **transfer accepted space?**

1 A. The ILEC must be exonerated from the first-in-first-out obligation as a landlord of
2 collocation space. If other carriers are not required to relinquish their space back to
3 the ILEC, then the ILEC cannot be held responsible for a fair and objective
4 administration of applications for collocation. Upon receipt of the collocation
5 application from the assuming ALEC, the ILEC should evaluate its HVAC, floor
6 loading, and power requirements, and any other infrastructure and design requirements
7 needed to meet the requirements of the collocator. These are all activities that must be
8 performed by the ILEC whether it is a new collocation arrangement or a space swap.
9 If the ILEC has to perform any subsequent work, the ILEC should submit a price
10 quote back to the ALEC within 15 days. If a work completion date cannot be
11 negotiated between the parties, the request should be treated as a new installation. In
12 this situation, no performance measures should apply.

13
14 **ISSUE 4. SHOULD THE ILEC BE REQUIRED TO PROVIDE COPPER**
15 **ENTRANCE FACILITIES WITHIN THE CONTEXT OF A COLLOCATION**
16 **INSIDE THE CENTRAL OFFICE?**

17
18 **Q. Have the FCC or FPSC provided any guidance concerning when an ILEC must**
19 **allow copper entrance facilities in the collocation context?**

20
21 A. Yes. In its Generic Collocation Order issued May 12, 2000 in this docket, the
22 Commission held that ALECs should be allowed to use copper entrance facilities
23 unless the ILEC could demonstrate that entrance capacity in the particular office was

1 near exhaust. In its reconsideration of that order in Order No. PSC-00-2190-PCO-TP,
2 at page 6, the Commission clarified that this ruling applies only to collocation outside
3 the central office, i.e., adjacent collocation. The FCC specifically addresses copper in
4 its collocation Rule 51.323(d)(3). The rule states that “the ILEC shall permit
5 interconnection of copper or coaxial cable if such interconnection is first approved by
6 the state commission.” The rules further state that, in the context of adjacent
7 collocation, “[t]he ILEC must permit the requesting carrier to place its own
8 equipment, including, but not limited to, copper cables, coaxial cables, fiber cables,
9 and telecommunications equipment, in adjacent facilities constructed by the ILEC...”

10
11 **Q. Under what circumstances should an ILEC be required to provide copper**
12 **entrance facilities for a collocation inside a central office?**

13
14 A. Whether or not an ILEC provides copper entrance facilities within the context of a
15 central office collocation should be at the discretion of the ILEC. Sprint considers
16 any inner duct, outside cable duct, cable vault space, as a valuable space resource just
17 as it does floor space. Each request for use of entrance facilities should be considered
18 on a case-by-case basis using similar criteria as floor space use.

19
20 **ISSUE 6A. SHOULD AN ILEC’S PER AMPERE (AMP) RATE FOR THE**
21 **PROVISIONING OF DC POWER TO AN ALEC’S COLLOCATION SPACE**
22 **APPLY TO AMPS USED OR FUSED CAPACITY?**

1 **Q. In Jimmy R. Davis's Direct Testimony at pages 7 and 8, he addresses the cost**
2 **issues associated with the rate for DC power. Are there additional safeguards**
3 **needed to implement the billing structure for DC power?**

4

5 A. Yes. There exists the possibility that greater amounts of DC current may be drawn by
6 an ALEC than what is billed. This is because the ILEC furnishes and bills DC power
7 at a notably lower rate than what is fused. Accordingly, the ILEC should be allowed
8 to reserve the right to perform random inspections to verify the actual power load
9 being drawn by a collocation arrangement. Sprint is familiar with and amenable to
10 adopting the specific or substantially similar portions of Verizon Florida Inc.'s
11 Facilities For Intrastate Access Tariff, section 19.4.2(C) that deals with DC power
12 audits. Sprint was a party in a Pennsylvania proceeding with Verizon which had as an
13 outcome this DC power audit language. Sprint believes that these Ts & Cs are
14 equitable to both parties, i.e. the ILEC and the ALEC.

15

16 **ISSUE 7. SHOULD AN ALEC HAVE THE OPTION OF AN AC POWER FEED**
17 **TO ITS COLLOCATION SPACE?**

18

19 **Q. Under what circumstances does Sprint currently install AC power outlets to**
20 **collocation arrangements?**

21

22 A. In each collocation arrangement AC outlets are provisioned for the ALEC's use in
23 performing testing functions. Testing equipment is AC powered. These AC power

1 outlets are not intended for powering the ALEC's collocated telecommunications
2 equipment since Sprint cannot ensure the quality that it can with the normal DC power
3 feeds that telecommunications equipment requires. Telecommunications equipment
4 used for collocation nearly always, if not always, requires DC power for its operation.
5 If an ALEC decides to use AC power beyond testing purposes they would need to
6 install a stand alone power supply, such as uninterrupted power supply (UPS)
7 equipment. Sprint does not allow these UPS systems to be located in technical floor
8 space areas due to technical/safety issues. UPS devices contain acid that can leak or
9 release harmful fumes into the central office. In addition, the use of UPS devices
10 poses a hazard during emergencies. For example, if there was a fire in a central office
11 with DC powered equipment, the ILEC can disconnect power from all telephone
12 equipment in the central office while firefighters are in the office. However, if some
13 of the ALEC equipment is connected to an UPS device, some of the equipment may
14 still be powered. Firefighters and the ILEC personnel may encounter "live"
15 equipment in an area where all the power is otherwise disconnected.

16

17 **ISSUE 8. WHAT ARE THE RESPONSIBILITIES OF THE ILEC, IF ANY,**
18 **WHEN AN ALEC REQUESTS COLLOCATION SPACE AT A REMOTE**
19 **TERMINAL WHERE SPACE IS NOT AVAILABLE OR SPACE IS NEARING**
20 **EXHAUSTION?**

21

22 **Q. How does Sprint respond to an ALEC request for collocation space at a remote**
23 **terminal where space is not available or is nearing exhaustion?**

1 A. If Sprint owns or controls the property or easement upon which the remote terminal
2 (RT) is collocated, the ALEC has the option of adjacent collocation, which is a form of
3 physical collocation. If space is not available on the property or easement, then the
4 ALEC has the option to establish interconnection between the RT and an equipment
5 location that the ALEC has separately procured. Sprint's practices are consistent with the
6 Commission's decision relating to adjacent collocation at pages 24-26 of the Generic
7 Collocation Order.

8

9 **Q. Does this conclude your testimony?**

10 A. Yes.