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December 19, 2002

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

**Re: Docket Nos. 981834-TP and 990321-TP (Generic Collocation)**

Dear Ms. Bayó:

Enclosed please find an original and fifteen copies of BellSouth Telecommunications, Inc.'s Direct Testimony of A. Wayne Gray and W. Keith Milner, which we ask that you file in the captioned matter.

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

Sincerely,

*J. Phillip Carver*  
J. Phillip Carver

*W. Keith Milner*  
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**CERTIFICATE OF SERVICE**  
**Docket No. 981834-TP and 990321-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

Electronic Mail and U. S. Mail this 19th day of December, 2002 to the following:

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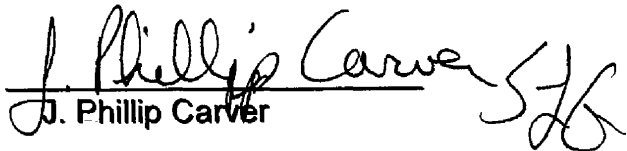
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BELLSOUTH TELECOMMUNICATIONS, INC.  
DIRECT TESTIMONY OF W. KEITH MILNER  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NOS. 981834-TP and 990321-TP  
DECEMBER 19, 2002

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

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

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. My career in the telecommunications industry spans over 32 years and includes responsibilities in the areas of network planning, engineering, training, administration, and operations. I have held positions of responsibility with a local exchange telephone company, a long distance company, and a research and development company. I have extensive experience in all phases of telecommunications network planning, deployment, and operations in both the domestic and international arenas.

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1 I graduated from Fayetteville Technical Institute in Fayetteville, North Carolina, in  
2 1970, with an Associate of Applied Science in Business Administration degree. I  
3 graduated from Georgia State University in 1992 with a Master of Business  
4 Administration degree.

5

6 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC  
7 SERVICE COMMISSION? IF SO, BRIEFLY DESCRIBE THE SUBJECT OF  
8 YOUR TESTIMONY.

9

10 A. Yes, I have testified before the state Public Service Commissions in Alabama,  
11 Florida, Georgia, Kentucky, Louisiana, Mississippi, and South Carolina, the  
12 Tennessee Regulatory Authority, and the North Carolina Utilities Commission on  
13 the technical capabilities of the switching and facilities network, introduction of  
14 new service offerings, expanded calling areas, unbundling, and network  
15 interconnection.

16

17 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?

18 

19 A. My testimony will address unresolved collocation issues brought forth in Petitions  
20 for Reconsideration and Clarification by various parties of record pursuant to  
21 Order No. PSC-00-2190-PCO-TP issued November 17, 2000, by the Florida  
22 Public Service Commission ("Commission") regarding Docket Nos. 981834-TP  
23 and 990321-TP. Specifically, I will address issues 4, 5, 6A, 6B, 6C, 7 and 8.

24

25

1 **Issue 4: Should the ILEC be required to provide copper entrance facilities within**  
2 **the context of a collocation inside the central office?**

3

4 Q. HAS THE FCC TAKEN A POSITION REGARDING A LOCAL EXCHANGE  
5 COMPANY'S OBLIGATIONS TO PROVIDE FOR SUCH NON-FIBER OPTIC  
6 FACILITIES?

7

8 A. Yes, the FCC's First Report and Order in CC Docket 96-98, August 8, 1996,  
9 Paragraph 565, adopted the existing Expanded Interconnection requirements,  
10 with some modifications, as the rules applicable for collocation under section 251  
11 of the Telecommunications Act of 1996. More specifically, this issue was  
12 addressed in the FCC's Second Report and Order, In the Matter of Expanded  
13 Interconnection with Local Telephone Company Facilities in CC Docket 91-141,  
14 Transport Phase I, released September 2, 1993. Paragraph 69 of that Report  
15 and Order states: "LECs are not required to provide expanded interconnection for  
16 switched transport for non-fiber optic cable facilities (e.g., coaxial cable). In the  
17 Special Access Order, we [that is, the FCC] concluded that given the potential  
18 adverse effects of interconnection on the availability of conduit or riser space,  
19 interconnection should be permitted only upon Common Carrier Bureau approval  
20 of a showing that such interconnection would serve the public interest in a  
21 particular case. We adopt this approach for switched transport expanded  
22 interconnection."

23

24 Further, the FCC's Report and Order, In the Matter of Expanded Interconnection  
25 with Local Telephone Company Facilities, CC Docket 91-141, Released October



1 19, 1992, at Paragraph 99 states: "At least one party supported interconnection  
2 of non-fiber optic cable facilities (e.g., copper coaxial cable) provided by third  
3 parties. A number of the LECs, however, have argued that such a requirement is  
4 undesirable because it would make limited conduit and riser space available to  
5 technologies that are much less space efficient than fiber. Given the potential  
6 adverse effects of such interconnection on the availability of conduit and riser  
7 space, we [that is, the FCC] believe that interconnection of non-fiber optic cable  
8 should be permitted only upon Commission approval of a showing that such  
9 interconnection would serve the public interest in a particular case."

10  
11 Currently, the FCC's Rule 51.323 (d)(3) addresses this issue:

12  
13 (d) When an incumbent LEC provides physical collocation, virtual  
14 collocation, or both, the incumbent LEC shall:

15 (3) Permit interconnection of copper or coaxial cable if such  
16 interconnection is first approved by the state commission.

17  
18 Q.

19 WHAT DID THIS COMMISSION'S ORDER OF MAY 11, 2000, RULE ON THIS  
20 SPECIFIC ISSUE?

21 A. This Commission stated "We have considered the fact that entrance facilities  
22 have a certain capacity per central office and that allowing copper cabling could  
23 accelerate the entrance facility exhaust interval. Therefore, ILECs shall be  
24 allowed to require an ALEC to use fiber entrance cabling after providing the  
25 ALEC with an opportunity to review evidence that demonstrates entrance

1 capacity is near exhaustion at a particular central office. The evidence of record  
2 is insufficient to determine what percentage of entrance facility should be in use  
3 before requiring fiber optic cabling; however, factors for consideration should  
4 include, but not be limited to, subscriber growth, "off-site collocation" growth and  
5 cabling request, and cabling requirements of the ILEC." Order, pp. 25-26.

6

7 Q. WHAT IS BELLSOUTH'S BASIC POSITION REGARDING THE TYPE OF  
8 ALEC-OWNED OR ALEC-LEASED ENTRANCE FACILITIES AN ALEC MAY  
9 PLACE IN ITS COLLOCATION SPACE?

10

11 A. ALECs have suggested that they be allowed to bring copper cables through  
12 BellSouth's entrance facilities in order to interconnect with BellSouth's network.  
13 The trend in the telecommunications industry is for cables and equipment to be  
14 reduced in size, not increased in size. For example, yesterday's 3,600 pair  
15 copper cable required its own four inch conduit. The capacity provided by that  
16 copper cable could now easily be provided by a fiber optic cable, which is a little  
17 more than one-half inch in diameter, an eight-fold reduction simply in terms of  
18 cable diameter. In terms of capacity that may be derived over fiber optic cable,  
19 the differences are even more significant. Synchronous Optical Network  
20 ("SONET") transmission facilities handling 48 DS-3s (each with 672 channels)  
21 are common. Thus, a single SONET OC-48 system has 896% the capacity [that  
22 is,  $(48 \times 672) / 3,600$ ] of a 3,600 pair copper cable while requiring only one-eighth  
23 the space in the entrance duct.

24

25

1 Accommodation of ALECs' requests to use BellSouth's entrance facilities to bring  
2 new copper cables into BellSouth's central offices would accelerate the exhaust  
3 of entrance facilities at its central offices at an unacceptable rate, as compared to  
4 current technologies such as fiber optic cable.

5  
6 One notable exception is the situation in which BellSouth will permit an ALEC to  
7 use copper entrance cabling. That exception is limited to the situation involving  
8 an ALEC's use of a controlled environmental vault ("CEV") or similar structure  
9 constructed or otherwise provided by the ALEC on the same parcel of land as  
10 BellSouth's central office (what BellSouth calls adjacent collocation). The  
11 rationale for this exception is simple. Only in an adjacent collocation situation is  
12 an ALEC unable to use fiber entrance facilities and must use copper. The FCC  
13 stated in Paragraph 44 of the FCC's Order on Reconsideration and Second  
14 Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and Fifth  
15 Further Notice of Proposed Rulemaking in CC Docket No. 96-98, released  
16 August 10, 2000 ("Collocation Reconsideration Order"), that adjacent collocation  
17 is available to ALECs when space inside the central office is legitimately  
18 exhausted. Fiber optic entrance cabling must be connected to a fiber optic  
19 terminal (multiplexer or other of the ALEC's equipment in the ALEC's physical  
20 collocation arrangement) inside the central office in order to connect with  
21 BellSouth's network. The predicate, however, for the ALEC to obtain adjacent  
22 collocation is that space for physical collocation within the central office is  
23 exhausted. If space is exhausted, there is no room for the installation of the  
24 ALEC's fiber optic terminal or other equipment in the central office. Therefore, in  
25 an adjacent collocation situation, BellSouth will allow the ALEC to use copper

1 entrance cabling between the adjacently located arrangement and the inside of  
2 BellSouth's central office in keeping with the context of collocation outside of the  
3 central office, not inside the central office.

4

5 Q. HOW DOES BELLSOUTH WANT THE COMMISSION TO RESOLVE THIS  
6 ISSUE?

7

8 A. This Commission should affirm that, consistent with the FCC's Rules in CC  
9 Dockets 96-98 and 91-141, BellSouth is not required to accommodate requests  
10 for non-fiber optic facilities placed in BellSouth's entrance facilities unless the  
11 Commission determines in a particular case that it is necessary, and the  
12 Commission's Order should be clarified on this issue.

13

14 **Issue 5: Should an ILEC be required to offer, at a minimum, power in standardized**  
15 **increments? If so, what should the standardized power increments be?**

16

17 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

18

19 A. There are three options under which an ALEC may order power for its collocation  
20 space from BellSouth. First, an ALEC may request power from BellSouth's  
21 Battery Distribution Fuse Board ("BDFB") in all available power increments that  
22 range from as low as 10 amps all the way up to 100 amps, or any combination  
23 thereof, to each piece of equipment in its collocation space. In this scenario, an  
24 ALEC performs the power cabling from each piece of its collocated equipment to

25

1 BellSouth's BDFB. This is by far the most common means by which ALECs  
2 request power for their collocation arrangements.

3  
4 As a second option, an ALEC may install its own BDFB inside its collocation  
5 space and order power directly from BellSouth's main power board. The main  
6 power board is part of the power plant and is the main DC power distribution  
7 source for all of the equipment and all of the BDFBs – both BellSouth's and the  
8 ALECs' – in the central office. A standard 225-amp power feed is required to  
9 connect the ALEC's BDFB to BellSouth's main power board.

10  
11 BellSouth does not support smaller protection devices than 225 amps at the main  
12 power board because there are inherent standardization and interval  
13 improvements associated with the 225-amp fused power capacity<sup>1</sup> and this  
14 complies with specific National Electric Code ("NEC") requirements for electrical  
15 system coordination (Article 240-12). The NEC requires coordination to properly  
16 localize a fault condition to restrict outages to the equipment affected. In other  
17 words, a short circuit condition should affect the operation of the downstream  
18 fuse serving just that piece of equipment, rather than the upstream circuit breaker  
19 serving the entire BDFB. Manufacturers' time-current curves, let-through and  
20 withstand capacities, and unlatching times are used to determine proper over-

21  
22 <sup>1</sup> BellSouth's standard size circuit breaker protection device of 225 amps was developed before collocation (in  
23 TR73503, circa 1993) based on BellSouth's interpretation of findings from a Telcordia/Bellcore study on arcing in  
24 central offices resulting from the Hinsdale incident (*i.e.*, a devastating fire in a Chicago central office). Prior to the  
25 Hinsdale incident, BellSouth typically installed standard size circuit breaker protection devices of 225 amps and 400  
amps at the main power board. The Telcordia/Bellcore study found that: 1) arcing may occur in central offices,  
usually due to poor workmanship in H-tap and other connectors and 2) while no protection device will operate 100%  
of the time due to the physical nature of a DC arc, 225 amp protection devices experience a significantly higher  
chance of operating during an arc than 400 amp or larger protection devices. So BellSouth's 225-amp circuit  
breaker standard was developed three years before the Act was issued and is an attempt by BellSouth to minimize  
the potential for fire in its central offices.

1 current protection coordination. For TPS type fuses (which are the most  
2 common fuses used in BellSouth's central offices), a three to one ratio for  
3 upstream protection devices versus downstream protection devices is required.  
4 Therefore, if there are 60-amp fuses in the BDFB serving equipment bays, at  
5 least a 180-amp upstream device is required to serve the BDFB. Thus, it would  
6 be a violation of the NEC for BellSouth to serve an ALEC's BDFB with a smaller  
7 protection device (such as 125 fused amps), when it is common for equipment  
8 bays to require a 40-amp drain and a 60-amp protection device at the BDFB.

9  
10 In response to concerns expressed by ALECs in the BellSouth/ALEC Collocation  
11 User Group forum and several of the state 271 proceedings, BellSouth has  
12 worked with various electrical manufacturing vendors ("vendors") to determine  
13 the feasibility of implementing additional power options greater than 60 amps  
14 from the BellSouth BDFBs by means of retrofitting the BDFBs that BellSouth  
15 currently have in-service to support larger fuse sizes. As a result, BellSouth now  
16 offers TPL type fuses in 70, 80, 90, and 100 amps from a BellSouth BDFB (not  
17 from the main power board). Although TPL type fuses are larger fuses that were  
18 originally designed for power boards instead of BDFBs, a vendor has been able  
19 to design a field retrofit to its existing BDFB products to replace two (2) TPS fuse  
20 positions with a TPL fuse block. Consequently, BellSouth now offers the 70, 80,  
21 90, and 100 amp TPL type fuses to all ALECs on single redundant power feeds  
22 at the BellSouth BDFB. These additional power options will be deployed in all of  
23 BellSouth's central offices on an as-ordered basis.

24  
25

1 Time-current curves for TPL fuses that are larger than 100 amps indicate the  
2 possibility of an overload condition that can cause the 225-amp circuit breaker to  
3 operate before the TPL fuse would operate. Therefore, to allow the deployment  
4 of a TPL fuse larger than 100 amps would constitute a NEC violation and could  
5 result in the loss of service not only to the ALEC who had originally requested the  
6 100+ amp fuse, but to all of the ALECs being served by the BellSouth BDFB (and  
7 perhaps BellSouth, as well). For this reason, BellSouth cannot support the use  
8 of TPL type fuses larger than 100 amps. As the carrier of last resort, it is  
9 BellSouth's responsibility to protect the integrity of the public switched network,  
10 as well as ensure the safety of all BellSouth and ALEC employees working in and  
11 around its central offices. Thus, BellSouth can only offer ALECs the ability to  
12 order DC power capacity up to 100 amps from a BellSouth BDFB using a single  
13 redundant power feed.

14  
15 The ALEC is responsible for installing the power cable between its BDFB and  
16 BellSouth's main power board. BellSouth provisions DC power to an ALEC-  
17 owned BDFB in the same manner in which it provisions DC power to its own  
18 BDFBs in the central office. DC power to all BDFBs, whether owned by  
19 BellSouth or the ALEC, is fed from the main power board using a 225-amp  
20 protection device. This means of obtaining power is used by some ALECs, but is  
21 less common than the first scenario.

22  
23 The third option allows the ALEC to install its own BDFB in its collocation space  
24 and request power from BellSouth's BDFB, again in available power increments  
25 that range from 10 amps to 100 amps. In this instance, the ALEC's agent installs

1 power cabling between its own BDFB (located in its collocation space) and  
2 BellSouth's BDFB, enabling the ALEC to connect each piece of its equipment to  
3 its own BDFB for power. This is the least common method of requesting power.  
4 Each ALEC must make its own determination as to which option it wishes to use  
5 for obtaining DC power into its collocation space. As described above, all ALECs  
6 have the ability to obtain small units of DC power (*i.e.*, in as low as 10 amps)  
7 from BellSouth.

8  
9 Prior to the Telecommunications Act of 1996 (the "Act") and the requirement for  
10 the ILECs to allow collocation in their respective central offices, BellSouth  
11 implemented standard equipment configurations or models. In the case of power  
12 boards, the standard configuration consists of a power board fully equipped with  
13 225-amp circuit breakers. This standardization has allowed BellSouth to reduce  
14 its power provisioning intervals by 33%. The ALECs have enjoyed the interval  
15 reductions derived from standardization, which would not have been possible  
16 absent standard circuit breaker sizes.<sup>2</sup>

17  
18 **Issue 6A: Should an ILEC's per ampere (amp) rate for the provisioning of DC**  
19 **power to an ALEC's collocation space apply to amps used or fused capacity?**

20  
21 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

22  
23 A. BellSouth maintains that the per amp charge should apply to the fused capacity  
24 for the equipment an ALEC installs in its collocation space.

---

25 <sup>2</sup> Another benefit of fully equipping the power boards with standard-size circuit breakers (225 amps) is to minimize the impact of any manufacturing shortages, which have occurred in the past when one manufacturer owned the patent for DC circuit breakers.



1 The manner in which BellSouth charges for DC power capacity is based on the  
2 power requirements of the telecommunications equipment being served. Fuse  
3 type protection devices are sized at 1.5 times the anticipated drain to ensure that  
4 the equipment can be operated at its full capacity without operating the protection  
5 device while allowing the protection device to safely clear any fault conditions  
6 (short circuits or overloads) that may occur. For purposes of billing, the recurring  
7 power rate assessed by BellSouth includes a 0.6667 multiplier to take into  
8 account the fact that an ALEC would not normally use the full capacity of the  
9 protection device. In other words, although telecommunications circuits for DC  
10 power are engineered to match the power requirements of the equipment served,  
11 with a fused protection device that is sized at 1.5 times the anticipated load (or  
12 drain), the recurring rate per fused amp is also ratcheted down by a 0.6667  
13 multiplier (which is calculated as 1.0 divided by 1.5) to take into account the fact  
14 that an ALEC does not normally use the full capacity of the protection device  
15 (and therefore, should not be charged for the additional capacity). So, the ALEC  
16 is not paying for any more power capacity than what the equipment requires.

17 Some ALECs have demanded that power billing be based on usage. They cite  
18 the example of commercial AC electric service provided to a home or business.  
19 Key components of the commercial electric utility industry, and its usage-based  
20 billing system, include meters located at the side of a house or business and an  
21 army of meter readers to record usage. Inside a central office, however, there  
22 are no meters attached to individual power circuits from a BDFB, just as there  
23 are no meters on each individual AC outlet in a home or business. Usage based  
24 billing and the measuring system required would result in increased power costs  
25 for the ALECs. Therefore, in BellSouth's view, the metering of central office

1 power to each ALEC's collocation arrangement is not economically feasible for  
2 an ALEC, assuming that the ALEC is engineering its power circuits to match its  
3 equipment demand. In addition, recurring power rates include the power plant  
4 construction cost for components such as batteries and rectifiers. These  
5 components must be sized to satisfy the full power requirements requested by  
6 the ALEC, regardless of actual power usage by the ALEC. Under a usage based  
7 billing system, if the ALEC requested a large amount of power capacity, the ILEC  
8 would be forced to incur a significant expense to provide the requested capacity.  
9 Then, if actual usage were less than what was requested, the ILEC would never  
10 receive adequate compensation for this investment.

11

12 The issue of billing ALECs using fused amps versus actual power drain has  
13 already been addressed by the Commission in Docket No. 000649-TP ("MCI  
14 Arbitration Case"). The Commission released its final ruling in the MCI  
15 Arbitration Case in Order No. PSC-01-0824-FOF-TP on March 30, 2001, on this  
16 very same issue. On Page 126 of this Order, the Commission states:

17

18 We believe that the per ampere rate for the provision of DC power  
19 to WorldCom's collocation space should apply to fused capacity for  
20 two reasons. First, it appears that WorldCom witness Messina  
21 agrees that BellSouth's power plant must be capable of  
22 accommodating 150 percent of the requested amount of power.  
23 However, it appears that witness Messina contends that the fuse  
24 feeding WorldCom's collocation space should be sized at  
25 WorldCom's requested amperage, but the infrastructure behind that

1 space should be capable of carrying 150 percent of the requested  
2 amperage. We find that if BellSouth must construct its overall  
3 power plant to accommodate 150 percent of the aggregate  
4 amperage requested by collocators then it should be compensated  
5 for this level of capacity. Furthermore, both parties believe that it is  
6 a generally accepted power engineering practice to fuse capacity in  
7 excess of the amperage needed.

8  
9 Second, we agree with BellSouth witness Milner that metering  
10 WorldCom's actual usage would be costly and time-consuming.  
11 While specific numbers were not provided, we suspect that the  
12 costs of metering could exceed the difference in costs of applying  
13 the rate to fused capacity versus amperes used. Therefore, *we*  
14 *find that the per ampere rate for the provision of DC power to*  
15 *WorldCom's collocation space shall apply to fused capacity.*

16 (Emphasis added)

17  
18 Therefore, the Commission has previously determined that the billing of DC  
19 power on a fused amp basis, instead of a per-load basis, is appropriate. The  
20 Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South  
21 Carolina Commissions have taken similar positions.

22

23 **Issue 6B: If power is charged on a per-amp-used basis or on a fused capacity**  
24 **basis, how should the charge be calculated and applied?**

25

1 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

2

3 A. The rate for DC power should be calculated and applied on a per fused amp  
4 basis. As a result, BellSouth would develop the recurring cost for power based  
5 on the assumption that the charge would be applied on a per fused amp basis.  
6 In other words, BellSouth's cost study would account for the difference between  
7 fused capacity and rated capacity using an adjustment factor of .67 (that is, 1 /  
8 1.5). This adjustment factor reflects the relationship between fused and rated  
9 capacities (Fused = 1.5 \* Rated). The average investment per amp and the  
10 average monthly cost per kilowatt hour are both adjusted downward, for billing  
11 purposes, to reflect the application of a per fused amp charge. To develop a per  
12 used amp charge, BellSouth would not apply the adjustment factor to the  
13 investment per amp or the monthly cost per kilowatt hour. This would produce a  
14 per used amp cost. Further discussion on this charge will also be addressed by  
15 BellSouth in its February 4, 2003, filing under issue 9B regarding proper rates.

16

17 To illustrate how an ALEC would be assessed for DC power, let's assume an  
18 ALEC's equipment bay requires 40 amps of power and the ALEC requests a pair  
19 of redundant (Load A and Load B) 60 amp fuses (i.e. the fused amps, which is  
20 1.5 times the anticipated load). The formula for calculating the recurring cost  
21 assuming a per fused amp rate of \$7.80 would be:

22

$$\text{Calculation 1: } (\$7.80 * 60) = \$468.00$$

23

24

25

The equivalent per used amp rate is calculated by multiplying \$7.80 by 1.5, which  
is \$11.70 (this removes the 0.6667 multiplier used to develop the per fused amp  
rate). By comparing the total per fused charge to the total per used charge,

1 (\$7.80 x 60 = \$468; \$11.70 x 40 = \$468), it is evident that BellSouth is truly  
2 charging the ALEC for power on a per-load-amp basis. However, for billing  
3 purposes, BellSouth calculates the ALEC's collocation power cost by multiplying  
4 the per-fused-amp rate of \$7.80 by the number of fused amps (60), as shown  
5 above under Calculation 1. While both formulas yield the same result, it is  
6 appropriate to calculate such a charge on a per-fused-amp basis since the fused  
7 amperage is what BellSouth is obligated to provide for the ALEC's use.  
8 BellSouth should not be the party that bears the loss if the ALEC elects not to  
9 utilize the full capacity the ALEC demanded and for which BellSouth had to  
10 provision.

11

12 **Issue 6C: When should an ILEC be allowed to begin billing an ALEC for power?**

13

14 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

15

16 A. Since DC power is assessed by BellSouth as a recurring monthly charge, billing  
17 should begin as stated in BellSouth Witness A. Wayne Gray's Testimony in  
18 regard to Issue 1B. If an ALEC conducts an acceptance walkthrough of the  
19 collocation space within fifteen (15) calendar days of the Space Ready Date,  
20 then the monthly recurring charges will begin on the date that the ALEC accepts  
21 the space ("Space Acceptance Date"). If the ALEC fails to conduct the  
22 acceptance walkthrough within this fifteen calendar day period, the monthly  
23 recurring charges will begin on the Space Ready Date. If the ALEC requests,  
24 and is granted by BellSouth, the right to occupy its collocation space prior to the  
25 Space Ready Date, BellSouth will begin billing the monthly recurring charges on

1 the date the ALEC occupies the space. The ILEC should be allowed to begin  
2 billing an ALEC for power at Space Ready Date. On Space Ready Date,  
3 BellSouth will turn the requested collocation space over to the requesting ALEC.

4  
5 The Space Ready Date for physical collocation is the date that BellSouth finishes  
6 construction in accordance with the requesting ALEC's application and turns  
7 functional space, including adequate power capacity to satisfy the ALEC's  
8 request, over to the requesting ALEC. The Commission ordered standard  
9 recurring power rates in the Florida Covad Arbitration Order in Docket No.  
10 001797-TP. Standard recurring power rates include the power plant  
11 construction costs for components such as batteries and rectifiers. Thus, the  
12 ILEC incurs the cost to provide the batteries and rectifiers at some point prior to  
13 the Space Ready Date to ensure adequate capacity exists to serve the power  
14 demand requested by the ALEC. BellSouth has experienced instances in which  
15 ALECs that requested collocation space and associated power, for which  
16 BellSouth prepared the collocation space and associated power by the ALEC  
17 requested date, delayed physically occupying the space for several months thus  
18 depriving BellSouth a return on the costs it expended at the ALEC's request. In  
19 the case of both space preparation and power construction, BellSouth has  
20 incurred significant up-front expense. BellSouth has a right to reimbursement for  
21 power starting at the date the ALEC accepts the space or on the Space Ready  
22 Date, as specified above.

23

24 **Issue 7: Should an ALEC have the option of an AC power feed to its collocation**  
25 **space?**

1 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

2

3 A. At the ALEC's option, and where the local authority having jurisdiction permits,  
4 BellSouth will provide an AC power source in accordance with the requirements  
5 of the National Electrical Code

6

7 BellSouth already allows the ALEC to order AC power feeds for its collocation  
8 space, both for convenience outlets as well as to power any AC equipment. AC  
9 feeds that serve ALEC equipment are fed from the essential bus, meaning that  
10 they are backed up via the standby AC plant (that is, back-up generators or  
11 alternators). There are separate recurring AC power recurring rates that apply to  
12 these AC feeds. Several ALECs have ordered AC power feeds from BellSouth.

13

14 **Issue 8: What are the responsibilities of the ILEC, if any, when an ALEC requests**  
15 **collocation space at a remote terminal where space is not available or space is**  
16 **nearing exhaustion?**

17

18  Q. WHAT IS BELLSOUTH'S POLICY REGARDING COLLOCATION IN REMOTE  
19 TERMINALS?

20

21 A. BellSouth permits the collocation of any type of equipment necessary for  
22 interconnection to BellSouth's network or for access to unbundled network  
23 elements in the provision of telecommunications services. BellSouth's policy  
24 regarding collocation at DLC remote terminals is this: If sufficient space exists  
25 within the DLC remote terminal, BellSouth will allow the ALEC to collocate its

1 equipment, including Digital Subscriber Line Access Multiplexer (“DSLAM”)  
2 equipment, regardless of whether BellSouth has installed its own equipment or  
3 DSLAM at that remote terminal location. Second, if sufficient space does not  
4 exist within the DLC and BellSouth has not installed its own DSLAM equipment  
5 at that DLC remote terminal location, then BellSouth may deny the request and  
6 file a collocation waiver request with this Commission for that DLC remote  
7 terminal site. Third, if sufficient space does not exist within the DLC and  
8 BellSouth has installed its own DSLAM equipment at that DLC remote terminal  
9 location, then BellSouth will take whatever action is required to augment the  
10 space at that DLC remote terminal such that the ALEC can install its own  
11 equipment, including a DSLAM, at that DLC remote terminal. In the unlikely  
12 event that BellSouth is not able to augment the space at that DLC remote  
13 terminal, then BellSouth will provide the ALEC unbundled packet switching at  
14 that DLC remote terminal pursuant to the FCC’s requirements. FCC Rule 51.319  
15 (c)(5)

16  
17 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

18  
19 A. Yes.

20  
21  
22  
23  
24  
25