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September 8, 2003

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 are an original and fifteen copies of Verizon Florida Inc.'s Post-Hearing Statement and Brief which we ask that you file in the captioned docket. Also included is a diskette containing the Post-Hearing Statement and Brief in Microsoft Word.

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,

Daniel McCuaig

cc: All Parties of Record
Charles Schubart

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Competitive Carriers for Commission action to support local Competition in BellSouth Telecommunications Inc.'s service territory	)	Docket No. 981834-TP
In re: Petition of ACI Corp. d/b/a Accelerated Connections, Inc. for generic investigation to ensure that BellSouth Telecommunications, Inc., Sprint-Florida, Incorporated, and GTE Florida Incorporated comply with obligation to provide alternative local exchange carriers with flexible, timely, and cost-efficient physical collocation.	)	Docket No. 990321-TP

VERIZON FLORIDA INC.'S POST-HEARING STATEMENT AND BRIEF

Verizon Florida Inc. ("Verizon") files this Post-Hearing Statement and Brief in accordance with Commission Rule 28-106.215 and the Commission's Prehearing Order (Order No. PSC-03-0894-PHO-TP (Aug. 4, 2003)).

I. Verizon's Basic Position

The purpose of this phase of the proceeding is to determine the appropriate terms and conditions to govern the provision of collocation in Florida. As shown below, Verizon's proposals are reasonable, supported by FCC precedent, protective of the safety and reliability of Verizon's network, and in accord with the general principle that costs should be borne by the cost-causer.[1]

[1] *See, e.g.*, First Report and Order, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 ¶ 622 (1996) ("[I]ncumbent LECs' rates for interconnection and unbundled elements must recover costs in a manner that reflects the way they are incurred."); *id.* at ¶ 682 ("[I]ncumbent LECs' prices for interconnection and unbundled network elements shall recover the forward-looking costs directly attributable to the specified element").

The positions set forth by AT&T Communications of the Southern States, LLC ("AT&T"), DIECA Communications, Inc. d/b/a COVAD Communications Company ("Covad"), and Florida Digital Network ("FDN"), in stark contrast, are unfair and unreasonable, inconsistent with precedent, unmindful of the safety and reliability of the network, and violative of cost-causation principles. The impact of the ALECs' proposals would, of course, ultimately be borne by ratepayers.

Accordingly, Verizon's proposals should be adopted.

II. Verizon's Positions on Specific Issues

Issue 1A: When should an ALEC be required to remit payment for non-recurring charges for collocation space?

Verizon's Position: ** The ALEC should submit an application fee at the same time it files its collocation application. Once Verizon approves the application, the ALEC should pay 50% of the nonrecurring charges associated with the requested collocation arrangement; the ALEC should pay the remaining 50% after the arrangement is completed. **

A. Application Fee

As AT&T witness Jeffrey A. King admitted at the hearing, Verizon incurs costs to process ALEC collocation applications regardless of whether the requesting ALEC proceeds with the collocation arrangement.[2] AT&T nonetheless argues that Verizon should *not* be permitted to charge an application fee to recover those costs if no space is available or if the ALEC unilaterally decides to "cancel" its application within 20 days (which is five days *after* the ILEC must reject the application or provide a price quote for the requested arrangement).[3]

AT&T's proposal is at odds with the principle of cost causation and is inconsistent with established FCC precedent.[4] First, Verizon should be permitted to recover the costs it incurs to process a collocation application from the cost-causing ALEC. Second, Verizon should not have to process an application unless the ALEC has a

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[2] 8/12/03 Tr. at 696-97 (King).

[3] King Direct at 5: 16-18; 8/12/03 Tr. at 695-96 (King).

[4] *See, e.g.*, First Report and Order and Further Notice of Proposed Rulemaking, *In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 14 FCC Rcd 4761 ¶ 58 (1999) ("We expect that state commissions will permit incumbent LECs to recover the costs of implementing these reporting measures from collocating carriers in a reasonable manner."); Order on Reconsideration and Second Further Notice of Proposed Rulemaking, *In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 15 FCC Rcd 17806 ¶ 38 (2000) ("To the extent the state commission permits, the incumbent LEC may require a competitive LEC to pay reasonable application fees or portions of the total collocation charges prior to processing a collocation application or provisioning a collocation arrangement.").

definite business plan to collocate at Verizon's premises. It is not hard to imagine Verizon's competitors flooding Verizon with "free" collocation requests, impeding Verizon's ability to meet the required provisioning intervals, and potentially requiring Verizon to pay unnecessary provisioning penalties. Verizon should not have to waste resources on requests submitted solely to advance a competitor's agenda at Verizon's expense. Third, up-front application fees are quite common in commercial transactions and the ALECs have offered no reason for departing from this practice here.

Thus, requiring that an application fee be submitted with a collocation application is reasonable and should be adopted. ALECs pay application fees in *every* other Verizon state and should do the same in Florida.

B. Provisioning Expenses

Verizon proposes to collect 50% of the nonrecurring costs required to provision a collocation arrangement at the beginning of the project, and the remaining 50% when the arrangement is turned over to the ALEC. Verizon has similar provisions in nearly all of its collocation tariffs in other states. AT&T, on the other hand, proposes that *none* of the nonrecurring charges associated with actually provisioning a collocation arrangement be billed until the ALEC accepts the arrangement.[5] AT&T has offered no credible rationale for its proposal, and has not addressed how its proposal could satisfy cost causation principles. Instead, AT&T simply requests that the Commission order Verizon to fund construction projects for the benefit of ALECs in a manner inconsistent with how such projects are carried out in the free market.

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[5] From Mr. King's prefiled testimony, it appeared that AT&T's initial proposal was even more severe — that NRCs not be billed until "the date the ALEC has tested and interconnected its facilities to the ILEC," King Direct at 4: 18-19, which could be well after the ILEC turned over the collocation arrangement. However, Mr. King has retreated from that position and is now arguing that NRCs should be billed "upon receipt" or "[u]pon delivery" of the collocation arrangement. 8/12/03 Tr. 699: 18-19, 22.

Verizon's proposal to require the ALECs to pay a deposit is reasonable and provides proper incentives by ensuring that the ALEC is committed to proceed with the requested collocation arrangement.[6] Moreover, as Sprint acknowledges, it is entirely standard in commercial construction contracts for the builder to require that half of the construction costs be paid up front.[7]

The Federal Communications Commission ("FCC") agrees with Verizon's proposal, finding that

> it is not unreasonable for LECs to require interconnectors to pay up to 50 percent of the cost of construction or other nonrecurring costs before commencement of work. Based on the record, we are convinced that advance payment of up to 50 percent of the construction costs would not only cover the LECs' initial construction costs, but would help ensure that LECs recover all their construction costs from interconnectors. We agree . . . that the advance payment of up to one-half of the construction or other nonrecurring costs is a reasonable requirement that is consistent with standard commercial construction contracts.[8]

The ALECs have provided no credible reason for departing from this clear and persuasive FCC precedent.

The Commission should therefore order the ALECs to pay an application fee when they submit a collocation application, and 50% of the applicable construction costs before Verizon begins construction of the collocation arrangement.[9]

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[6] *See* Ries Rebuttal at 2 (50% up front requirement "forces the ALEC to make a decision on whether in fact it wants to proceed with collocation in a particular central office *before* Verizon Florida spends considerable time and money building the collocation arrangement, and before the ALEC takes up valuable central office space that could be used by another ALEC.") (emphasis in original). The parties' stipulation on Issue 1C ensures that a canceling ALEC would be refunded any portion of its deposit not already spent prior to its cancellation.

[7] *See* 8/11/03 Tr. at 301 (Fox); 8/12/03 Tr. at 358 & 387-88 (Davis).

[8] Second Report and Order, *In the Matter of Local Exchange Carriers' Rates, Terms, and Conditions for Expanded Interconnection through Physical Collocation for Special Access and Switched Transport*, 12 FCC Rcd 18730 ¶ 41 (1997).

[9] At the technical issues hearing, AT&T witness King suggested for the first time that the Commission should, in conjunction with Issue 1A, order Verizon to require ALECs to hire Verizon-certified

Issue 3: Should an ALEC have the option to transfer accepted collocation space to another ALEC? If so, what are the responsibilities of the ILEC and ALECs?

Verizon's Position: ** An ALEC should be allowed to transfer collocation space to another ALEC provided it is in conjunction with the sale of the in-place collocation equipment to the same ALEC, the transfer does not avoid required payments to Verizon, and Verizon approves the transfer, such approval not to be unreasonably withheld. **

As the FCC has made clear, the central office remains the private property of the ILEC, notwithstanding its obligation to offer physical collocation to competitors.[10] Thus, if an ALEC no longer wants its collocation space, that space (along with its associated collocation facilities) should be returned to the ILEC's inventory, where it will be available to the ILEC and to other ALECs.

Nonetheless, as Verizon witness Charles Bailey explained at the hearing, Verizon will not unreasonably withhold its approval of transfers of collocation arrangements sought by ALECs.[11] However, Verizon should be allowed to require that the transferring and acquiring ALECs meet the following conditions before Verizon will approve the transfer.

First, as BellSouth explained, the transferring ALEC must be selling its in-place collocation equipment along with the collocation space to the acquiring ALEC. Second, the acquiring ALEC must submit a transfer application to the ILEC, as generally

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vendors to engineer, furnish, and install their cross-connect and power cables. *See* 8/12/03 Tr. at 701-02 (King). Verizon witness Bailey also was asked cross-examination questions along these lines. *See* 8/12/03 Tr. at 515-20 (Bailey). AT&T's attempt to raise a new issue late in this phase of the proceeding should be rejected. The question of which entity should be responsible for engineering, furnishing, and installing cables for collocation arrangements was first raised in the cost testimony filed by AT&T witness Mr. Turner in April 2003. Verizon intends to respond to Mr. Turner's claim in its surrebuttal cost testimony, due September 23, 2003. Thus, this issue will be addressed in the cost phase of this proceeding.

[10] Fourth Report and Order, *In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability*, 16 FCC Rcd 15435 ¶ 90 (2001).

[11] 8/12/03 Tr. at 494 (Bailey).

described by BellSouth witness Gray.[12] That transfer application should include all necessary technical and account information for the ILEC to complete the transfer, and a letter of authorization from the transferring ALEC. Third, the acquiring ALEC must agree to reimburse the ILEC for any operational and/or administrative costs incurred by Verizon to implement the transfer.

Moreover, an ALEC should not be permitted to transfer its collocation space without payment of outstanding balances accrued in relation to its interconnection and use of ILEC collocation space, or that may otherwise be required to be paid to the ILEC by contract or applicable law as a condition of transfer.[13] Thus, the transferring ALEC should pay such undisputed debts in advance of the transfer, and the acquiring ALEC and transferring ALEC should be jointly and severally liable for disputed amounts that turn out to be valid.[14] No party can seriously claim that an ALEC should be able to transfer collocation space — presumably, for profit — without first paying off the debts it incurred in connection with its occupancy of ILEC space. Nor is there a legitimate argument that this Commission should provide transferring ALECs with a regulatory right to avoid paying other debts that, under the governing contracts, tariffs or applicable law, must be paid as a condition of transfer.

If the transferring ALEC is in bankruptcy proceedings, there are special, federal requirements that must be met. While it is hornbook law that a state cannot abrogate a federal statute, the Commission should nonetheless make clear that no decision it

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12 *See* Gray Direct at 21.

13 *See* 8/12/03 Tr. at 502 (Bailey). Nor should an acquiring ALEC be permitted that circumvent Verizon's "embargo" rules by acquiring new services (in this case, collocation facilities) from another ALEC instead of from Verizon. (Under the standard ICA, Verizon is permitted to suspend its provision of new services to any carrier (i.e., embargo) for nonpayment or other performance breach.)

14 The acquiring ALEC could protect itself through an indemnity agreement or an appropriate adjustment to the purchase price.

reaches in this proceeding is intended to undermine the rights of creditors under the United States Bankruptcy Code, including, specifically, the right to a cure of all defaults under 11 U.S.C. § 365. That is, the Commission should affirm that the bankruptcy court determines the bankruptcy rights and obligations of any ALEC that has sought its protection to assume and assign any of its contracts.

Verizon's proposed conditions ensure that (i) ALECs do not game the transfer process to avoid debts fairly owed to ILECs, (ii) ILECs have the information necessary to effect transfers, (iii) ILECs are reimbursed for the costs caused by transfers, and (iv) the Commission's First Come-First Served and Waiting List Rules are not violated. Because each case will be fact-specific, any dispute concerning Verizon's refusal to grant an ALEC permission to transfer collocation facilities to another ALEC should be addressed under the applicable dispute resolution procedures.

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

Verizon's Position: ** An ILEC should be required to terminate ALEC copper entrance facilities to the ALEC's collocated equipment only if the ALEC can demonstrate that using copper (rather than fiber) entrance facilities is necessary, and that the ALECs' need outweighs the ILEC's safety and space exhaust concerns. **

Allowing the ALECs to use copper entrance facilities raises serious safety and space concerns, as Verizon explained in its testimony.[15] Unlike dielectric fiber, copper entrance facilities can transmit lightning strikes or other foreign voltages back to the central office. For this reason, Verizon installs only dielectric fiber entrance facilities in its central offices.

Moreover, fiber also takes up far less space in conduit and in the cable vault than does copper. As Mr. Bailey demonstrated at the hearing, a 3000 pair copper cable (with

[15] *See* Ries Rebuttal at 10-12.

a diameter of approximately 2.5 inches) can carry 3000 voice grade services, while a 24 fiber cable (with a diameter of approximately 0.5 inches) connected to OC-48s can carry over 193,000 voice grade services.[16] Importantly, no party has challenged Verizon's safety and space concerns.

Verizon will, however, consider allowing an ALEC to use copper entrance facilities *if* the ALEC can demonstrate that using such facilities is *necessary* in that there are no reasonable alternatives, and that the ALEC's need outweighs Verizon's safety and space exhaust concerns.[17] If, however, an ALEC can reasonably use fiber, rather than copper, entrance facilities, it should be required do so. Moreover, even if an ALEC demonstrates that copper entrance facilities are necessary, it should be required to terminate them to its own collocated equipment (where the foreign voltage risk can be isolated) rather than directly to the main distribution frame (where a foreign voltage could endanger the entire central office, as well as unnecessarily expose Verizon's employees to the risk of injury or death).

Verizon's proposed requirements are reasonable and not burdensome to the ALECs. The overwhelming majority of ALECs are deploying fiber entrance facilities into Verizon's central offices *today*, including ALECs that are providing DSL services to end users.[18]

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[16] 8/12/03 Tr. at 544-45 (Bailey).

[17] Covad's claim that it should have to show only that copper entrance facilities are "warranted" should be rejected, in light of the serious safety concerns raised by copper facilities.

[18] The ALECs appeared to argue at the hearing that copper entrance facilities are required to provide DSL services. As Mr. Bailey explained, that is not true. 8/12/03 Tr. at 521-23 (Bailey). Verizon provides the necessary copper *loop* for DSL service, but the entrance facility required to *transport* the ALEC's DSL service to and from that loop can be — and, indeed is today — provided over fiber entrance facilities.

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

Verizon's Position: ** Verizon does not oppose allowing ALECs to order power in standardized increments, as long as ALECs order and maintain a specified minimum amperage. Verizon currently offers DC power in per-amp increments, and requires a minimum of ten amps for each ALEC arrangement. Fuses should be offered in industry standard sizes. **

No party to this proceeding has challenged Verizon's practice of offering fusing in industry standard fuse sizes and load amperage in 1-amp increments, with a 10-amp minimum. Indeed, as Verizon explained,[19] it appears impossible to run a functioning collocation arrangement on less than 10 amps of power.[20] Verizon's proposals should therefore be adopted.

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

Verizon's Position: ** DC power rates should be applied to the load amps ordered by the ALEC, not on a measured basis. If the Commission adopts a measuring approach (which it should not), only electric utility costs should be charged on a measured basis, not infrastructure costs. **

The Commission should permit Verizon to maintain its current tariffed practice of billing for DC power based on the load amperage ordered by ALECs on their collocation applications.[21] Indeed, at one point in this case, AT&T's own witness Mr. King agreed that Verizon's DC power billing practices were appropriate.[22] Given that ALECs can order exactly the amount of DC power they need and augment when necessary, the

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19 *See* Ries Direct at 9-10; Verizon Response to AT&T's First Interrogatory to Verizon.

20 At the hearing, there appeared to be considerable confusion on the part of FDN's and Covad's counsel regarding how load sharing works and how fuses are sized in a load sharing configuration. *See* 8/12/03 Tr. at 509-15 (Bailey). As Mr. Bailey explained, Verizon allows ALECs using load sharing power configurations to specify the amount of amperage to be carried on each feed, and to specify the fuse size for each feed up to 2.5 times its ordered load. *Id.* at 510. These practices result in neither overcharging for power nor undersizing fuses. *See id.* at 509-15.

21 Verizon Florida Inc. Facilities for Intrastate Access Tariff, § 19.4.2.C.

22 King Rebuttal at 22: 15-16.

Commission should reject the ALECs' last-minute argument that ALECs be billed the current per-amp rate (which includes both power infrastructure and electric utility costs) based solely on their measured power usage.

At bottom, the ALECs' concerns regarding DC power costs result from their own (over-)ordering practices, *not* ILECs' cost allocation practices. It is simply unreasonable to impose a power measuring obligation (and its associated costs and operational burdens) on the ILECs because of those ALEC practices, particularly when more reasonable alternatives exist. Verizon is a telecommunications company, not a power company.

A. AT&T Has Changed Its Position on DC Power Charges and Thus Lacks Credibility on the Subject.

As Verizon previously has explained,[23] AT&T has changed its positions on how DC power should be billed. AT&T initially argued that, as an alternative to metering, the ILECs should charge for DC power based on the List 1 Drain of ALEC collocation equipment. Mr. King, its non-cost (technical witness), explicitly stated in his direct testimony that "the Commission should order the use of List 1 Drain specifications as a suitable *proxy* for actual usage when determining collocation power charges if meters or measuring facilities are not available or economically feasible at the PDB or the BDFB."[24]

Mr. King reiterated this statement in his rebuttal testimony, noting that "[s]ince the List 1 Drain specifications adequately capture the power requirements of the installed equipment under normal operating conditions, these specifications should be used as a suitable *proxy* for actual usage when determining collocation power," and that using List

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[23] *See* Joint Verizon/Sprint Motion to Strike the Revised Rebuttal Testimony of Steven E. Turner and the Surrebuttal Testimony of Jeffrey A. King (filed June 25, 2003).

[24] King Direct at 10: 7-9 (emphasis added).

1 Drain "will sufficiently minimize . . . the overcharging that has occurred for collocation power."[25] Based on these statements, Verizon witness John Ries stated in his rebuttal testimony that Mr. King's List 1 Drain proposal was consistent with Verizon's practices; as Mr. Ries explained, ALECs "can already order power corresponding to the List 1 Drain specifications of their equipment if that is what they want."[26] As noted above, Mr. King appeared to agree, stating in his rebuttal testimony that "the methodology used by Sprint-Florida as well as Verizon FL" conforms with one of his two suggestions for DC power billing.[27] Thus, in June, Verizon was in agreement with AT&T regarding how to bill for DC power, and AT&T's disagreement was only with BellSouth's method of billing for fused (as opposed to load) amps.

Then, on June 18, Mr. King suddenly reversed his position in unauthorized surrebuttal testimony, arguing that billing based on List 1 Drain was *not* appropriate and that the ILECs should instead bill for DC power based on a proxy of "33 - 50% of the manufacturer's published List 1 drain."[28] After the ILECs' objected to Mr. King's testimony as untimely, AT&T withdrew it.[29] But, Mr. King reintroduced essentially the same unauthorized testimony at the hearing in response to a question from Commissioner Deason, so that neither Verizon nor other ILECs could object.[30] Indeed,

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25 King Rebuttal at 22: 10-15 (emphasis added).

26 Ries Rebuttal at 16: 6-8.

27 King Rebuttal at 22: 15-16.

28 King Surrebuttal at 10: 13-14.

29 7/14/03 Tr. at 8.

30 8/12/03 Tr. at 649: 2-7 (King) ("And so whether I get a portion, another CLEC gets a portion, that plant can still produce 1,000 amps. They do not physically reserve it. There is a lot of jumbling between how things get engineered and how things get established for ratemaking purposes, and those are two totally separate issues.").

Mr. King disingenuously used the hearing to bring whole chunks of his withdrawn surrebuttal testimony back into the record.[31]

AT&T's flip-flop on this issue should be rejected. AT&T should not be permitted to change its position right before the hearings, leaving the parties with little time to respond. Indeed, as Chairman Jaber noted, hearings should not be used to conduct discovery or for a party to raise issues for the first time in the proceeding.[32] At a minimum, AT&T's sudden change of heart plainly undermines AT&T's credibility on the entire issue of billing of DC power.

In any event, AT&T's new factual proposal, which would require the ILECs to bill the ALECs for 33% to 50% of what they order, is entirely lacking in any record support. AT&T has offered no evidence that ILECs over-recover DC power infrastructure costs or that metering is an appropriate remedy to AT&T's perceived problem. All three ILECs in this case testified at the hearing that they reserve *all* the capacity specified by ALECs in their power orders.[33] As Commissioner Baez aptly put it at the hearings, AT&T's proposal would be akin to a consumer "want[ing] to buy [a] whole suit, but . . . only want[ing] to pay for the pants . . . because [he or she] really only use[s] the pants on a regular basis."[34] AT&T's proposal is clearly unreasonable and should not be adopted.

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31 *Compare* King Surrebuttal at 6 *with* 8/12/03 Tr. at 658-59.

32 *See* 8/12/03 Tr. at 404: 21-22 ("Mr. Hatch, you know this as well as I do. Don't do discovery at a hearing, do cross-examination at a hearing."); *id.* at 433: 6 ("A lot of this could have come out on discovery.").

33 *See* 8/11/03 Tr. at 165 (Milner, on behalf of BellSouth); 8/12/03 Tr. at 366, 410 (Davis, on behalf of Sprint); *id.* at 537 (Bailey, on behalf of Verizon).

34 8/12/03 Tr. at 687: 20-23 (Commissioner Baez).

B. The ALECs' Measuring Proposal Should Be Rejected.

1. The ALECs Should Order Only What They Intend to Use.

The solution to the ALECs' alleged DC power problem is simple: as Sprint explains, an ALEC should initially order only the power it expects to use over, for example, the next 6 to 12 months, and then simply augment when it needs more power.[35] Just like other businesses, ALECs must balance the higher monthly costs associated with ordering more capacity than they initially need against the non-recurring cost of adding that capacity at a later time. Indeed, the ALECs have not explained why the ILECs' ordering processes are unreasonable, other than making some vague claim that the augment process is inconvenient.

The ALECs' attempt to avoid these ordinary business decisions, and shift costs to Verizon, should be rejected. The ALECs cannot have it both ways: they cannot force Verizon to provision the power requested on their applications, but then refuse to pay for it.

2. Power Measuring Would Not Reduce the ALECs' Power Costs.

In response to a Staff Interrogatory, Verizon set forth a detailed proposal for measuring ALECs' DC power usage and billing them on that basis, if the Commission were to order such an approach (which it clearly should not).[36] No other party has

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[35] *See* 8/12/03 Tr. at 401: 5-12 (Davis) (proposing, on behalf of Sprint, that "an ALEC can go ahead and up size [its power] cable up front based on some planned or future needs, but then when they request DC power from the ILEC, adjust that amount or request down somewhat better to fit their current needs with their business up front. And then as their business grows, they can go back and apply for additional DC power, and . . . all we would have to do is go in and increase the fuse a little bit.").

[36] Verizon Supplemental Response to Staff Interrogatory No. 229, Hearing Exhibit No. 5. As Verizon explained, based on a preliminary analysis, the approach it set forth in the discovery response is the most efficient, accurate and safe approach available today. For example, Verizon's proposal to measure power usage remotely would significantly reduce the risks (to both Verizon and the ALECs) associated with making manual power measurements on open power circuits and the risk that a power feed may accidentally break during a manual reading, resulting in a potential service interruption. Verizon's approach also would allow it to measure power feeds in congested distribution bays that may not be accessible for manual readings. Finally, because manual measuring would require Verizon to

provided a detailed analysis of an alternative measuring approach.[37] Thus, Verizon's proposed measuring approach is the only one supported by any record evidence.[38]

As Verizon's discovery response shows, power measuring is operationally burdensome and costly. Indeed, the ALECs' power costs would increase, not decrease, if the Commission were to adopt a measuring approach. Verizon estimates that its proposed power measuring approach would require a nonrecurring charge of $8,929.60 per ALEC, plus a nonrecurring charge of $954.55 per feed measured, and a monthly recurring charge of $43.32 per ALEC arrangement.[39] These figures do *not* include many other significant costs associated with Verizon's measuring approach — most notably, the considerable costs associated with changing Verizon's billing and operations support systems (OSS) to accommodate measured billing.[40]

Thus, it is clear that the costs associated with measuring the ALECs' usage would far outweigh any costs savings to the ALECs. As was made clear at the

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manually read *each* ALEC feed within *every* central office in Florida, remote measuring also would significantly decrease labor costs. *See id.* at 6-7.

[37] Contrary to AT&T's unsupported claims, the Commission should not adopt the approach used in Illinois, in which SBC attached power metering devices on the return side of each ALEC feed. As Verizon explained at the hearings and in a discovery response, it is our understanding that this approach cannot accurately measure the amount of power that each ALEC actually uses over time. *See* 8/12/03 Tr. at 527-28 (Bailey); Verizon Response to Staff Interrogatory No. 229 at 7. Nor should the Commission approve AT&T's proposed "clamp-on ammeters," which would manually read the power on each ALEC's power feed. This approach is not workable because, among other things, Verizon would not be able to measure ALEC power feeds that are laced under bays and racks. "Clamp-on" meters, moreover, only allow one-time spot measurements; they do not reflect ALECs' actual power usage over a particular time period, which might vary depending on the equipment installed and activated by the ALEC. Verizon Response to Staff Interrogatory No. 229 at 7-8.

[38] As Verizon explained, its measuring approach should first be implemented on a trial basis before being rolled out across the state. *Id.* at 6.

[39] *See id.* at 8-10 (explaining Verizon's measuring cost study); *see also* Attachment to Verizon Supplemental Response to POD 100 (and supporting workpapers). Verizon is continuing to gather data on the ALEC arrangements potentially subject to power measuring and reserves the right to update the power measuring cost study if appropriate.

[40] Verizon Supplemental Response to Staff Interrogatory No. 229 provides a list of all the components Verizon was not able to include in its cost study.

hearings, only the AC utility component of the DC power charge would be billed on a usage basis, not the infrastructure costs.[41] As Verizon demonstrated in its discovery response, AC utility costs ($3.45) comprise less than 17% of the per-amp DC power charge;[42] the remaining $17.03 represents the infrastructure costs associated with the DC power plant capacity and would continue to be based on the number of amps requested by the ALEC on its collocation application.[43]

The following hypothetical example illustrates the practical cost of billing for AC power on measured basis: an ALEC that currently uses 75% of its ordered DC power capacity of 40 amps (the average order for DC power in Verizon's Florida collocation arrangements)[44] would save $34.50 in recurring charges per month if Verizon billed that ALEC for its measured power usage. However, that cost savings would be more than offset by the $43.32 in additional monthly recurring charges necessary to cover Verizon's costs of measuring power. Moreover, these higher monthly recurring charges would be on top of the additional nonrecurring charge of $10,839 that Verizon would be entitled to recover from each ALEC for the power measuring equipment. And, as

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41 *See* 8/11/03 Tr. at 170-71: 23-2 (Milner) ("As long as we can carefully separate infrastructure and how that is going to — how the costs of that will be recovered from the amount of commercial power that BellSouth might buy from Florida Power, then, yes, I agree with you [that BellSouth does not incur costs of electricity until ALECs actually use it]."); *Id.* at 355-56: 24-5 (Davis) (distinguishing between billing for "[c]osting for the DC power plant" and billing for "AC power costs . . . based on the ILEC's actual cost"); 8/12/03 Tr. 542: 8-9 (Bailey) (noting that it would be necessary to "split out the infrastructure and then just meter on the AC piece" if power measuring were adopted).

42 See Verizon Supplemental Response to Staff Interrogatory No. 229 at 10 (explaining how Verizon calculated the AC utility costs).

43 Mr. King alleged at the hearings that even the DC power infrastructure costs should be billed on a measured basis because the ILECs were somehow recovering those costs through a "utilization" factor in their cost studies. Mr. King's belated, vague, and completely unsupported statements should be rejected. Indeed, Mr. King seemed to have trouble making his point and offered *no* support for his position. *See generally* 8/12/03 Tr. at 629-92; *see also id.* at 687: 15 (Chairman Jaber) (remarking on the "absurdity" of Mr. King's argument on utilization factors).

44 Ellis Direct, Ex. BKE-5 (line 34, column E); *id.*, Ex. BKE-6 (line 33, column E); *id.*, Ex. BKE-7 (line 31, column E).

Verizon noted above, these figures do *not* include the substantial recurring and nonrecurring costs associated with changing Verizon's OSS and billing systems, and monitoring these systems on a going-forward basis.[45]

Furthermore, even if the Commission were to adopt reasonable DC power measuring rates, Verizon would bear a significant risk that it would not fully recover its costs of implementing a measuring system. In the past, Verizon has been required to incur significant costs to provide the ALECs systems, databases, and other facilities that the ALECs insisted they needed, but then never used. For example, Verizon has incurred costs to develop product offerings that have never been used by the ALECs, such as Stand-alone Tandem Switching and Customized Routing (which would enable ALECs to provide their own Operator Services and Directory Assistance) and offerings for which there has been little or no demand, such as subloop unbundling and certain collocation offerings.[46] Given these past experiences, there is a significant likelihood that any power measuring facilities installed will be stranded before Verizon is able to fully recover its costs.

It is therefore clear that billing for power on a measured basis makes little sense in light of the significant costs (and operational burdens) discussed above and the risk to Verizon of stranded investment.[47] The Commission should instead simply require the ALECs to order only what they need, and then augment as their needs grow. If an ALEC prefers to order all of its potential capacity at once, it must bear the costs

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[45] Verizon is in the process of compiling these costs.

[46] See Verizon Supplemental Response to Staff Interrogatory No. 229 at 4-5.

[47] The suggestion was made at hearing that the ILECs should simply offer the ALECs the "option" of DC power measuring and then leave it to them to determine whether they are better off economically with measuring. Given the significant and undeniable costs described above, Verizon should not bear the risks associated with an ALEC initially deciding to opt for measuring and then canceling when it realizes that it is not saving money, leaving Verizon with significant stranded investment. Thus, the Commission should not require the ILECs to provide a measuring "option."

associated with that decision. After all, Verizon must bear functionally identical costs when it builds its power plants to provide its anticipated future power demands. It simply would be unreasonable, even if the Commission were to adopt Verizon's proposed rates, to require Verizon to install measuring equipment and then monitor and maintain that system on an ongoing basis. Verizon is a telecommunications company, not a power company, and its employees should be focused on providing retail and wholesale telecommunications services in accordance with the law. Indeed, under the Act, Verizon is required only to make *space* available in its central offices;[48] the Act does not require Verizon to act as the ALECs' power company and to bear the considerable operational burdens associated with measuring power, particularly when the ALECs can order (and pay for) the amount of power they need, when they need it, and then simply augment when they need more.[49]

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

Verizon's Position: ** DC power rates should be applied to the load amps ordered by the ALEC, not on a measured basis. If the Commission adopts a measuring approach (which it should not), only electric utility costs should be charged on a measured basis, not infrastructure costs. **

See Response to Issue 6A, above.

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

Verizon's Position: ** Power charges should commence when Verizon tenders the collocation space. Power is available to the ALEC at that time and Verizon has incurred the costs to provide it. The parties stipulated to this result for other MRCs in Issue 1B — there is no reason why power should be different. **

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[48] *See* 47 U.S.C. § 251(c)(6) (ILECs have "duty to provide . . . for physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier"); 47 C.F.R. § 51.323 (specifying standards for physical collocation).

[49] Notably, when AT&T provides power and space to Verizon, it does not bill Verizon on a measured or metered basis. *See* AT&T Response to Verizon Interrogatory No. 42.

On Issue 1B, the parties stipulated that the "billing of monthly recurring charges should begin in the next billing cycle [after the ALEC accepts the collocation space] and should include prorated charges for the period from the [A]LEC acceptance date to the bill issuance date."[50] This is proper because, as Verizon explained, the ILEC "incurs the costs to build the collocation arrangement and should therefore begin to be compensated as soon as it delivers the arrangement to the ALEC."[51]

Power should be billed in the same manner for the same reasons. The capacity ordered by the ALEC is available for its use at the time Verizon turns the collocation arrangement over, and thus Verizon already has incurred the (infrastructure) costs to provide that capacity. There is no reason why Verizon should not be allowed to begin recovering immediately for infrastructure it already has built and continues to maintain, pay taxes on, etc. Indeed, the Massachusetts Department of Telecommunications and Energy recently held that "Verizon's [DC power per amp] rate element should be assessed upon immediate occupation because Verizon reserves a portion of its DC amp capacity in response to a CLEC's collocation application," and that "[b]y recovering the [DC power per amp] charge once space is turned over, the cost structure will create an incentive for CLECs to be prudent in seeking to collocate, which will reduce the likelihood of Verizon incurring up-front investments that may go unused and unnecessarily exhausting CO space."[52]

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50 8/11/03 Tr. at 10: 5-8 (Staff).

51 Ries Rebuttal at 5.

52 DTE 01-20 Part A, *Investigation by the Department of Telecommunications and Energy on its own Motion into the Appropriate Pricing, based upon Total Element Long-Run Incremental Costs, for Unbundled Network Elements and Combinations of Unbundled Network Elements, and the Appropriate Avoided-Cost Discount for Verizon New England, Inc. d/b/a Verizon Massachusetts' Resale Services in the Commonwealth of Massachusetts* at 419 (July 11, 2002), *affirmed* DTE 01-20-Part A-A, *Order on Motions by Verizon Massachusetts, AT&T Communications of New England, Inc., and CLEC Coalition for Partial Reconsideration and Clarification and on Motions by WorldCom, Inc. and Z-Tel Communications for Partial Reconsideration* at 419-20 (January 14, 2003).

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

Verizon's Position: ** Verizon offers AC convenience outlets for equipment testing purposes. Requests for anything more than that — specifically, requests for either an AC feed to power telecommunications equipment directly or an AC feed for converting AC power to DC power — should be handled on a Bona Fide Request basis. **

Verizon, like BellSouth and Sprint, already offers collocators an AC convenience outlet for their arrangements, so that the ALECs can test their equipment. These AC outlets, however, are not designed to handle the heavy, uninterrupted drain necessary to power telecommunications equipment, either directly or after being converted to DC power.

Although the ALECs have not explained precisely what they want to do with an AC power feed, there are essentially three different ways to run telecommunications equipment from an AC power feed, each of which has its own unique problems: (1) plug the equipment directly into the AC feed;[53] (2) plug a converter box (like the device in the middle of a laptop computer cord) into the AC feed and run DC power from the converter box to the telecommunications equipment; (3) install a complete power plant to convert the AC power into DC power and run DC power from the power plant to the telecommunications equipment.

The first option — running telecommunications equipment directly off of an AC power feed — presents the greatest reliability concerns. Any power outage would trigger an immediate loss of all service. And service likely would not come back automatically when power is restored, no matter how brief the outage was. As Mr.

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[53] This is possible only if the equipment contains an internal transformer or can accept the additional components necessary to convert the AC power into DC power.

Bailey explained at the hearing, most electronic equipment needs to be reset following a power outage — like a VCR flashing "12:00" after a blackout.[54]

The second option — converting the AC power to DC power via a converter box — also would raise reliability concerns. Although such a converter box might provide enough of a buffer for equipment to survive "hiccups" in AC power provision, any outage of more than a couple of seconds would lead to a loss of service. And, following such power losses, the equipment likely would need to be reset before service could be restored.

The third option — having the ALEC install its own backup power in its collocation arrangement — would pose serious safety and practicality concerns. First, having multiple power plants in the central office obviously would increase the risks of fire and hazardous material leakage, particularly from the batteries. Second, power plant equipment must be placed in specially conditioned space and thus cannot be placed with the rest of the collocation equipment.[55] Finally, each additional (and unnecessary) power plant installed by an ALEC would take up valuable central office floor space that otherwise could be used productively by the ILEC or other ALECs.

If an ALEC desires to use an AC power feed to power telecommunications equipment, it should submit a Bona Fide Request ("BFR"). This process would allow

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[54] 8/12/03 Tr. at 552 (Bailey). Even if the AC power feed were connected to the ILEC's emergency generator during power outages, the ALEC's telecommunications equipment still would not operate during the time it takes to bring the generator online, and thus still likely would require resetting in order to restart service. This is in sharp contrast to telecommunications equipment taking its DC power directly from the ILEC's batteries. In the recent extended blackout across the Midwest and Northeast states, for example, Verizon lost AC power to hundreds of its Massachusetts, Michigan, New Jersey, New York, and Pennsylvania central offices, but was able to provide DC power to both itself and its collocators (and thus to all end users) without interruption for the entire blackout.

[55] For example, power plant equipment must be isolated from switching and transmission equipment. In addition, power plant equipment requires special floor loading to handle the weight of the batteries and special ventilation to disperse the toxic fumes from the batteries.

Verizon to develop specific rates, terms and conditions governing such an offering.[56] More important, the BFR process would give the ALEC the opportunity to explain precisely how its proposed use of AC power would alleviate the safety and reliability concerns inherent in running telecommunications equipment from an AC power source, rather than on a fully backed-up DC power plant.[57]

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

Verizon's Position: ** When space is not available at a particular remote terminal site, the ILEC should follow the same procedures as established by the Commission for handling space exhaust in a central office. **

When receiving a collocation request for a remote terminal that is out of space, Verizon currently follows the Commission's and the FCC's detailed procedures for handling central office space exhaustion. Among other things, Verizon will: (1) explain to the Commission the reasons space is not available and any firm plans to relieve the space exhaust situation; (2) allow the requesting ALEC to tour the site free of charge; (3) allow the requesting ALEC to connect to Verizon using "adjacent" collocation options; (4) list the remote terminal on Verizon's space exhaust web site; and (5) comply with rules governing notification of post-waiver space availability.[58]

It does not appear that any ALEC is challenging Verizon's position on this point. In fact, the only ALEC to show any real interest in Issue 8 is Covad, which apparently sees the issue as an opportunity to argue a point that is *not* before the Commission in

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[56] It is Verizon's understanding that no Florida ALEC has ever requested an AC power feed. Verizon should not be forced to offer a new service, which might require substantial changes to Verizon's power practices and would require a new cost study, that Florida ALECs would be unlikely to order.

[57] *See* Ries Rebuttal at 20: 7-10 & n.13.

[58] *See* Commission Order Nos. PSC-99-1744-PAA-TP and PSC-00-0941-FOF-TP; 47 C.F.R. § 51.321(h); *see also* First Report and Order, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 ¶ 585 (1996).

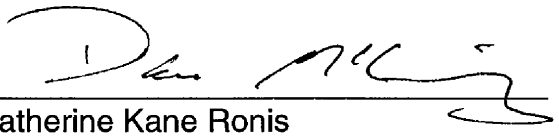
this proceeding: whether ILECs should be required to unbundle packet switching.[59] Aside from being procedurally improper, the FCC clearly stated in its recently-released *Triennial Review Order* that the ILECs are not required to do so.[60]

Accordingly, Verizon's proposal should be adopted, particularly given that no ALEC has requested remote terminal collocation in Florida.[61]

III. Conclusion

For the foregoing reasons, Verizon's proposed terms and conditions should be adopted.

Respectfully submitted,



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[59] *See* 8/11/03 Tr. at 205 (Watkins, suggesting that "the answer to [Issue 8] is a moot point"); *id.* at 205-210 (Watkins, going to great lengths to point out that ALECs are not requesting remote terminal collocation); *id.* at 304-307 (Watkins, arguing that it is economically impractical for ALECs to collocate their own DSLAMs at remote terminals).

[60] Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, FCC 03-36, CC Docket Nos. 01-338, 96-98, 98-147, ¶ 537 (rel. Aug. 21, 2003) ("We find, on a national basis, that competitors are not impaired without access to packet switching, including routers and DSLAMs. Accordingly, we decline to unbundle packet switching as a stand-alone network element.") (footnotes omitted); *id.* ¶ 540 ("we decline to permit any limited exceptions to our decision not to unbundle packet switching.").

[61] 8/11/03 Tr. at 205 (Milner); 8/12/03 Tr. at 538 (Bailey).

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 First Class Mail on this 8th day of September, 2003. to the following:

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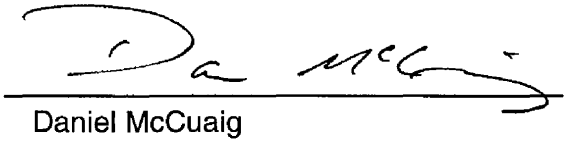

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