

1 BELL SOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF A. WAYNE GRAY
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 030851-TP
5 JANUARY 7, 2004
6
7

8 Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND YOUR
9 POSITION WITH BELL SOUTH TELECOMMUNICATIONS, INC.
10 ("BELL SOUTH").

11
12 A. My name is A. Wayne Gray. My business address is 675 West Peachtree Street,
13 Atlanta, Georgia 30375. My title is Director – Regional Planning and Engineering
14 Center in BellSouth's Network Planning and Support organization.

15
16 Q. ARE YOU RESPONSIBLE FOR ENSURING THAT BELL SOUTH PROVISIONS
17 COLLOCATION ARRANGEMENTS ON A TIMELY BASIS?

18
19 A. Yes. I am responsible for ensuring that BellSouth provisions collocation
20 arrangements in the timeframes required by state commissions, including the
21 Florida Public Service Commission ("Commission"), and BellSouth's
22 interconnection agreements.

23
24 Q. PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND WORK
25 EXPERIENCE.

1 A. I graduated from The Georgia Institute of Technology in 1979, with a Bachelor of
2 Electrical Engineering degree. In 1992, I received a Master of Business
3 Administration degree from Emory University.

4
5 I began working for Southern Bell in 1979, in the Equipment Engineering
6 organization in Miami, Florida. Over the course of my 24-year career with
7 BellSouth, I have held various line and staff positions in Equipment Engineering,
8 Traffic Engineering (Capacity Management), Infrastructure Planning, and Project
9 Management. In November 1999, I became Director-Collocation in the Network
10 Planning and Support organization. In December 2001, my scope of
11 responsibility expanded and my title was changed to Director – Regional
12 Planning and Engineering Center. In this position, I am responsible for ensuring
13 that BellSouth provisions collocation arrangements in the timeframes required by
14 state commissions and BellSouth's contracts with competitive carriers. I am
15 also responsible for managing the planning and engineering of BellSouth's
16 Advanced Intelligent Network, Common Channel Signaling Network, Link
17 Monitoring System, Public Packet Switching Network, MemoryCall® Service
18 platform, Pooled Internet Access Platforms, and corporate transport network. My
19 responsibilities also include the activities performed by BellSouth's Numbering
20 and Technology Forecasting groups.

21
22 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

23
24 A. My testimony rebuts portions of the direct testimony of MCI witness James D.
25 Webber, AT&T witnesses Jay M. Bradbury and Mark Van De Water, and Supra

1 witness David E. Stahly. These witnesses suggest that competitive carriers are
2 “impaired” as a result of issues regarding collocation in BellSouth’s central
3 offices. That is not true. As an initial matter, the only collocation issue that the
4 FCC directed the states to consider in assessing impairment is “whether a lack of
5 sufficient collocation space gives rise to impairment in [a] market.” TRO ¶ 472.
6 As set forth in the direct testimony of BellSouth witness John Ruscilli, the
7 availability of sufficient collocation space in BellSouth’s Florida central offices is
8 not a problem and certainly does not give rise to impairment. Notably, none of
9 the CLEC witnesses cite even a single instance of an alleged space availability
10 issue. Moreover, BellSouth has consistently achieved excellent results with
11 respect to the collocation performance measurements established by this
12 Commission. BellSouth has paid only one SEEMS (Self Effectuating
13 Enforcement Measures) penalty for missing a collocation interval, and that was
14 over two years ago, for the month of June 2001, when the SEEMs plan had just
15 been put into operation.

16
17 **Testimony of MCI Witness James D. Webber**

18 Q. ON PAGE 51, MR. WEBBER ARGUES THAT BECAUSE CLECS HAVE TO
19 COLLOCATE THEY ARE “BY DEFINITION - DISADVANTAGED AND
20 THEREFORE POTENTIALLY IMPAIRED.” DO YOU AGREE?

21
22 A. No. As I stated above, the only question regarding collocation that is relevant
23 under the impairment analysis set out by the FCC in its Triennial Review Order is
24 whether a lack of sufficient collocation space gives rise to impairment in a
25 particular market. As Mr. Ruscilli testified in his direct testimony, there is

1 collocation space available in all of BellSouth's Florida central offices, except for
2 two -- the Jacksonville - J.T. Butler office (CLLI Code: JCVLFLJT) and the Lake
3 Mary -- Main office (LKMRFLMA). The Lake Mary Main central office is being
4 relocated because it is located on a sinkhole. It will be ready for occupancy and
5 collocation space will be available at the end of first quarter 2004. The J.T.
6 Butler office is located in space BellSouth leases and the landlord has been
7 unwilling to amend the lease to allow collocation.

8
9 Q. ON PAGE 52, MR. WEBBER STATES THAT MCI IS NOT COLLOCATED IN
10 ENOUGH OFFICES TO SERVE ITS UNE-P CUSTOMER BASE. PLEASE
11 COMMENT.

12
13 A. I do not dispute that MCI is not currently collocated in all of the BellSouth central
14 offices that serve MCI's UNE-P customers. That, however, is irrelevant. MCI
15 has had, and will continue to have very little incentive to collocate its equipment
16 so long as UNE-P is available. As I testified above, collocation space is available
17 to MCI, and BellSouth stands ready to provide whatever collocation space MCI
18 may require to serve its mass market customers.

19
20 Q. ON PAGE 52, MR. WEBBER SPECULATES, WITHOUT ANY EVIDENCE, THAT
21 IT IS "UNCLEAR WHETHER THE CLECS WILL BE ABLE TO OBTAIN ACCESS
22 TO COLLOCATION ARRANGEMENTS IN CONJUNCTION WITH THE
23 NECESSARY TRANSPORT FACILITIES ON A TIMELY BASIS." IS HIS
24 UNSUBSTANTIATED SPECULATION CORRECT?

1 A. Absolutely not. With the very limited exceptions noted above, BellSouth has
2 collocation space available in its central offices and is prepared to fulfill CLEC
3 requests for collocation. In addition, pursuant to the Service Quality
4 Measurement (SQM) plan this Commission established, BellSouth must meet
5 specific provisioning intervals to avoid the payment of SEEMs penalties.
6 BellSouth is measured every month on the time it takes to respond to all CLEC
7 applications (C-1 Measurement), the time it takes BellSouth to provision a
8 collocation arrangement (C-2 Measurement), and the percentage of provisioning
9 interval due dates missed by BellSouth (C-3 Measurement). The SQM describes
10 each performance measurement and the associated penalties that BellSouth
11 must pay to the CLEC and this Commission if any of these measurements are
12 not met. BellSouth is committed to devoting the resources necessary to continue
13 to provision collocation space in the intervals prescribed by this Commission.

14

15 Q. HAS BELL SOUTH EVER MISSED ANY OF ITS COLLOCATION
16 PROVISIONING INTERVALS AND PAID SEEMS PENALTIES AS A RESULT?

17

18 A. Yes, but as I mentioned above, only once. BellSouth paid a \$5,000 penalty to a
19 CLEC in June 2001, shortly after the SEEMS plan was first implemented in
20 Florida. The miss was due to human error in the calculation of the due dates for
21 provisioning the space. This issue was addressed at the time and BellSouth has
22 not missed any of its provisioning intervals in Florida since this one occasion in
23 June 2001. BellSouth's goal is to complete the provisioning of collocation space
24 as quickly as possible. Moreover, a CLEC may request permission to occupy its
25 requested collocation space, and BellSouth will not unreasonably withhold its

1 permission, prior to the completion of the space preparation activities by
2 BellSouth. This would enable the CLEC to install its equipment and facilities at
3 the same time that BellSouth is completing its work activities to prepare the
4 space in accordance with the CLEC's specifications.

5
6 Q. ON PAGE 53, MR. WEBBER CONTENDS THAT "IF . . . ILECS ARE UNABLE
7 TO RESPOND QUICKLY ENOUGH TO THE NUMEROUS COLLOCATION
8 REQUESTS OVER THE NEXT SEVERAL MONTHS, COLLOCATION MAY
9 WELL CREATE BARRIERS TO THE MASS MARKET IN THE ABSENCE OF
10 ULS," AND ON PAGE 54, HE HYPOTHESIZES ABOUT THE "SIGNIFICANT
11 STRAIN" THAT WILL BE PLACED ON COLLOCATION WITHOUT
12 UNBUNDLED LOCAL SWITCHING. PLEASE COMMENT.

13
14 A. First, Mr. Webber's claims are rank speculation. Second, BellSouth must
15 provide collocation space to CLECs in accordance with Commission-ordered
16 provisioning intervals or pay SEEMS penalties. BellSouth has strong incentives
17 to provision collocation space on a timely basis, and it is my job to ensure that
18 BellSouth continues to do so, even if demand for space increases as Mr. Weber
19 speculates may happen.

20
21 Q. MR. WEBBER SPECULATES ON PAGE 55 THAT EVEN IF CLECS WERE TO
22 OBTAIN COLLOCATION, "IT IS NOT UNCOMMON TO EXPERIENCE
23 SIGNIFICANT DELAYS BEFORE GAINING ACCESS TO THE REQUESTED
24 ARRANGEMENTS." IS HE RIGHT?

1 A. No. As I said earlier in my testimony, BellSouth has an outstanding record of
2 meeting the collocation provisioning intervals this Commission established.
3 BellSouth is not aware of any CLEC that has not been able to access its
4 collocation arrangement pursuant to the terms and conditions contained in the
5 CLEC's interconnection agreement, and Mr. Webber cites no evidence to support
6 his assertion to the contrary.

7

8 BellSouth does have certain security access requirements that the CLEC must
9 comply with, including certification that its employees and vendors have
10 completed security training and meet certain security requirements, in order to
11 gain access to a specific central office. However, once the CLEC has met these
12 requirements, there would be no reason for a CLEC to be denied access to the
13 central office in which its collocation arrangement is located. If the CLEC fails to
14 comply with the security requirements, then the CLEC has the right to request a
15 BellSouth Security Escort, which will be coordinated and scheduled with the
16 CLEC before the CLEC is permitted access into the requested central office.

17

18 **Testimony of AT&T Witness Jay M. Bradbury**

19 Q. ON PAGE 11, MR. BRADBURY STATES THAT "CLEC BACKHAUL COSTS
20 INCLUDE THE NON-RECURRING COSTS NECESSARY TO ESTABLISH A
21 COLLOCATION ARRANGEMENT IN EVERY ILEC WIRE CENTER IN WHICH
22 THE CLEC WISHES TO OFFER MASS MARKET SERVICES." PLEASE
23 COMMENT.

24

1 A. Mr. Bradbury is wrong -- it is not necessary for a CLEC to collocate in every
2 central office in which it wishes to offer mass market services. The CLEC can
3 purchase from BellSouth an EEL (extended enhanced loop), which is a
4 combination of a local loop and interoffice transport to a wire center where the
5 CLEC's switch is collocated. . BellSouth also offers an assembly point product,
6 which allows CLECs to combine UNEs in a specific central office, without the
7 necessity for the CLEC to collocate in that office.

8

9 With respect to the rates a CLEC incurs for collocation, those rates are cost-
10 based and have been established by this Commission. I understand that
11 BellSouth's impairment model takes the actual costs a CLEC would incur for
12 collocation and backhaul into account in assessing whether a CLEC is impaired
13 in a particular market.

14

15 Q. ON PAGE 23, MR. BRADBURY STATES THAT "THE FCC'S RULES DO NOT
16 PERMIT A CLEC TO PLACE A CIRCUIT SWITCH IN A COLLOCATION" AND
17 THEN QUOTES FROM 47 C.F.R. §51.323 AS SUPPORT. IS HE CORRECT?

18

19 A. No. 47 C.F.R. § 51.323(b) states:

20

21 An incumbent LEC shall permit the collocation and use of any
22 equipment necessary for interconnection or access to unbundled
23 network elements.

24

25 The FCC goes on to clarify the above statement in subsections (b)(1) – (3) of the
26 Rule as follows:

27

28

(1) Equipment is necessary for interconnection if an inability to

1 deploy that equipment would, as a practical, economic, or
2 operational matter, preclude the requesting carrier from
3 obtaining interconnection with the incumbent LEC at a level
4 equal in quality to that which the incumbent obtains within its
5 own network or the incumbent provides to any affiliate,
6 subsidiary, or other party.

7
8 (2) Equipment is necessary for access to an unbundled network
9 element if an inability to deploy that equipment would, as a
10 practical, economic, or operational matter, preclude the
11 requesting carrier from obtaining nondiscriminatory access
12 to that unbundled network element, including any of its
13 features, functions, or capabilities.

14
15 (3) Multi-functional equipment shall be deemed necessary for
16 interconnection or access to an unbundled network element if
17 and only if the primary purpose and function of the equipment,
18 as the requesting carrier seeks to deploy it, meets either or
19 both of the standards set forth in paragraphs (b)(1) and (b)(2)
20 of this section. For a piece of equipment to be utilized primarily
21 to obtain equal in quality interconnection or nondiscriminatory
22 access to one or more unbundled network elements, there also
23 must be a logical nexus between the additional functions the
24 equipment would perform and the telecommunication services
25 the requesting carrier seeks to provide to its customers by
26 means of the interconnection or unbundled network element.
27 The collocation of those functions of the equipment that, as
28 stand-alone functions, do not meet either of the standards set
29 forth in paragraphs (b)(1) and (b)(2) of this section must not
30 cause the equipment to significantly increase the burden on the
31 incumbent's property.

32
33 Q. DO THE FCC'S RULES PRECLUDE A CLEC FROM PLACING A CIRCUIT
34 SWITCH IN A COLLOCATION ARRANGEMENT?

35
36 A. No, so long as the circuit switch is being used for the purpose(s) of
37 interconnecting and/or accessing unbundled network elements.

1 Q. DOES BELLSOUTH PERMIT CLECS TO PLACE CIRCUIT SWITCHES IN
2 COLLOCATION SPACE?

3

4 A. Yes, as long as the CLEC is utilizing the circuit switch **primarily** for the purposes
5 of interconnection and/or access to unbundled network elements.

6

7 Q. ON PAGE 27, MR. BRADBURY APPEARS TO IMPLY THAT SUFFICIENT
8 COLLOCATION SPACE DOES NOT EXIST IN THE ILEC'S CENTRAL
9 OFFICES? IS HIS ASSESSMENT ACCURATE?

10

11 A. No. While BellSouth cannot speak on behalf of the other ILECs in Florida, there
12 are, as I testified above, only two (2) BellSouth central offices listed on
13 BellSouth's Space Exhaust list as being currently out of available collocation
14 space, and one of those is about to be removed from the list.

15

16 Q. ON PAGES 27 AND 28, MR. BRADBURY STATES THAT "THE COLLOCATION
17 POWER CHARGES ARE DRIVEN BY THE CHARGES FOR REDUNDANT
18 POWER FEEDS (SIZED FOR THE MAXIMUM DEMAND IN THE
19 COLLOCATION) AND THE NECESSARY HVAC FOR THE COLLOCATED
20 EQUIPMENT." IS HE CORRECT?

21

22 A. Only partially. He is correct that the collocation power charges are driven by the
23 charges for redundant power feeds ("A and B" power cable feeds). However, he
24 is not correct in his statement that collocation power charges are driven by the
25 necessary HVAC for the collocated equipment. BellSouth's DC power charges

1 do not include any HVAC costs associated with collocation. These costs are
2 included in the monthly Floor Space Charges that are assessed to the CLECs by
3 BellSouth, not in the DC Power charges.
4

5 Q. MR. BRADBURY NOTES THAT "IN FLORIDA, A RECENT RULING BY THIS
6 COMMISSION NOW REQUIRES THAT ILECS BILL CLECS FOR POWER
7 BASED ON THE POWER ACTUALLY USED RATHER THAN BY FUSED
8 AMPS." HAS THE PROVISIONING AND BILLING OF DC POWER RECENTLY
9 CHANGED IN FLORIDA?
10

11 A. Yes. The Commission just issued its ruling in the Florida Collocation Order on
12 November 26, 2003, that permits CLECs to request DC power in 5-amp
13 increments from 5 amps up to 100 amps from the ILEC's Battery Distribution
14 Fuse Board ("BDFB"), if technically feasible, commercially available and within
15 current safety requirements, and at a minimum of 70 amps from the ILEC's Main
16 Power Board ("MPB"). Order No. PSC-03-1358-FOF-TP ("Collocation Order"), at
17 28.
18

19 In regard to the billing of DC power, the Commission ruled "[a]n ILEC's per
20 ampere (amp) rate for DC power provided to a CLEC's collocation space shall be
21 based on amps used, not fused . . . calculated and applied based on the amount
22 of power that the CLEC requests it be allowed to draw at a given time. An ILEC
23 shall also allow a CLEC. . . to order a power feed that is capable of delivering a
24 higher DC power level but to fuse this power feed so as to allow a power level

1 less than the feed's maximum to be drawn by the CLEC; the CLEC must specify
2 the power level it wishes to be able to draw." Collocation Order, at 40.

3
4 Q. ON PAGE 28, MR. BRADBURY COMPLAINS THAT "THE AVERAGE COST OF
5 COLLOCATION . . . MAY BECOME PROHIBITIVE, BECAUSE THE
6 EQUIPMENT DEPLOYED ACTUALLY REQUIRES SUBSTANTIALLY LESS
7 SPACE AND/OR POWER THAN THE MINIMUM SPACE REQUIRED OR
8 POWER CHARGED FOR BY THE ILEC." IS HIS ASSESSMENT ACCURATE?

9
10 A. No. Mr. Bradbury's complaint is mere speculation and is not supported by any
11 facts. Moreover, as noted above, the Commission has already made a decision
12 to set the minimum requirements for the provisioning and billing of DC power. In
13 regard to Mr. Bradbury's allegation regarding ILEC minimum space requirements,
14 BellSouth permits CLECs to request cageless collocation space in increments as
15 small as a bay/rack. For caged collocation space, BellSouth recently reduced its
16 minimum requirement from 100 square feet to 50 square feet. Additional
17 increments of 50 square feet for caged collocation will continue to be allowed.

18
19 Q. FINALLY, ON PAGE 28, MR. BRADBURY STATES THAT "THE INCUMBENT
20 SOMETIMES APPLIES LARGE UP-FRONT ONE-TIME CHARGES FOR THE
21 COLLOCATION APPLICATION, CAGE ENGINEERING (WHETHER FOR
22 SPACE OR POWER) OR ADMINISTRATIVE FEES (SUCH AS PROJECT
23 MANAGEMENT, SPACE AVAILABILITY REPORTS, ETC.)."
24 IS HE CORRECT?

1 A. No. As an initial matter, BellSouth's collocation rates are cost-based and have
2 been established by this Commission. Non-recurring charges allow BellSouth to
3 recover the one-time costs it incurs to provision collocation space for the CLEC.
4 BellSouth's Initial Application Fee covers BellSouth's nonrecurring costs
5 associated with the CLEC's submission of an initial application or service inquiry
6 requesting a specific collocation arrangement. This fee includes the following
7 work activities performed by BellSouth's employees and suppliers: reviewing the
8 initial application and collocation agreement, gathering, preparing and distributing
9 BellSouth's application response to the customer, processing the application fee,
10 setting up billing account information, coordinating meetings with the appropriate
11 work groups, developing a project timeline, resolving any Network issues,
12 reviewing power capacity requirements to ensure that adequate capacity is
13 available, determining the availability of duct space, researching options for the
14 point of interconnection, reviewing the facility requested, entering tracking data
15 and the associated work request(s), reviewing the application for space, power,
16 and cabling requirements, performing a site visit to verify space availability and
17 inspecting space conditions, coordinating space selection, preparation, cable and
18 power requirements, and performing a central office survey and cost estimate for
19 the CLEC.

20 \

21 Q. DOES BELLSOUTH APPLY LARGE UP-FRONT ONE-TIME CHARGES FOR
22 "CAGE ENGINEERING (WHETHER FOR SPACE OR POWER)" AS MR.
23 BRADBURY ALLEGES?
24

1 A. No. BellSouth does not assess one-time (nonrecurring) charges for the floor
2 space associated with a caged collocation arrangement, the central office and
3 common system modifications required to accommodate caged collocation
4 space, or the amount of DC power requested by the CLEC. The fees to recover
5 those costs are all billed as monthly recurring charges.

6

7 Q. WHAT DOES BELL SOUTH CHARGE FOR ADMINISTRATIVE FEES (SUCH AS
8 PROJECT MANAGEMENT, SPACE AVAILABILITY REPORTS, ETC.)?

9

10 A. "Administrative fees" (such as project management fees) are included in
11 BellSouth's Initial Application Fee (which is described above) or in the Firm Order
12 Processing fee (\$288.93), which includes the nonrecurring costs associated with
13 BellSouth's receipt, review, and processing of a collocation Bona Fide Firm
14 Order. These costs include processing payments, distributing information to
15 various work groups, scheduling meetings internally and externally, and
16 establishing and monitoring project critical dates.

17

18 BellSouth only bills a CLEC for a Space Availability report when a CLEC
19 requests that BellSouth prepare this report for a specific central office. The
20 CLEC is not billed for this report until after BellSouth has provided the requested
21 report to the CLEC. To my knowledge, AT&T has never requested a Space
22 Availability Report for any central office in the BellSouth Region.

23

24

25

1 **Testimony of AT&T Witness Mark Van De Water**

2 Q. ON PAGES 54 THROUGH 57, MR. VAN DE WATER COMPLAINS ABOUT
3 BELLSOUTH'S POLICY REGARDING THE USE OF MULTIPLE COMPANY
4 CODES TO PLACE ORDERS TO COLLOCATION ARRANGEMENTS. WHAT
5 IS BELLSOUTH'S UNDERSTANDING OF THIS ISSUE?

6
7 A. BellSouth understands that this issue arises due to AT&T's use of multiple
8 company codes. AT&T is complaining that one AT&T entity cannot place
9 orders on behalf of another AT&T entity for services that it wishes to originate or
10 terminate to the second AT&T entity's collocation space. What has happened is
11 that AT&T has established its collocation sites using the Access Customer Name
12 Abbreviation ("ACNA") "ATX" (for AT&T), but is placing service requests to these
13 sites using the ACNA "TPM" for Teleport Communications Group or "FIM" for
14 North Point (both of which AT&T acquired). In other words, AT&T wishes to
15 permit those entities it has acquired over the years, and which have different
16 ACNAs, to place orders to the collocation sites that belong to the ACNA "ATX"
17 for AT&T. When AT&T orders collocation space from BellSouth, the collocation
18 "address" is built into the cable and pair identification records using the ACNA of
19 the ordering CLEC. It is BellSouth's policy not to accept assignments from
20 CLECs other than the owner of the collocation space in order to protect a
21 CLEC's assets/property. Therefore, BellSouth's ordering and provisioning
22 systems contain edits that prevent unauthorized assignment of its customers'
23 collocation assets.

1 Q. ON PAGE 54, MR. VAN DE WATER ARGUES THAT "BELLSOUTH'S
2 POLICIES, PRACTICES, AND SYSTEMS EFFECTIVELY PREVENT A CLEC
3 FROM BEING ABLE TO ORDER A LOOP FROM BELLSOUTH AND
4 SWITCHING FROM ANOTHER CLEC." IS THIS TRUE?

5

6 A. No. BellSouth's policies, practices, and systems do not prohibit a CLEC from
7 ordering a UNE loop from BellSouth and the switching function from another
8 CLEC, except when the CLEC is requesting that a DS0 UNE loop be provided to
9 another CLEC's collocation space.

10

11 Q. IN SUPPORT OF HIS ARGUMENT, MR. VAN DE WATER ALLEGES "IF AT&T
12 WERE TO SUBMIT A SERVICE REQUEST TO PURCHASE A LOOP FROM
13 BELLSOUTH AND DELIVER IT TO ANOTHER CLEC'S COLLOCATION,
14 BELLSOUTH'S SYSTEMS COULD NOT PROCESS THE ORDER." PLEASE
15 COMMENT.

16

17 A. If AT&T were trying to order a UNE loop at a DS0 level to terminate to another
18 CLEC's collocation space, BellSouth's ordering system would reject the order for
19 manual intervention for the reasons described above, because AT&T's ACNA
20 and the receiving CLEC's ACNA would be different. BellSouth's billing systems
21 cannot process a LSR at the DS0 (2-wire or 4-wire) level of service for the
22 connection of a local loop to another CLEC's collocation space, because the
23 collocation "address" is built into the cable and pair identification records using
24 the ACNA of the ordering CLEC. This edit has been in place from the initial
25 implementation of BellSouth's ordering system for all DS0 level services.

1 If AT&T wished to place an order for transport to another CLEC's collocation
2 space, at a DS1 or higher level of service, and the receiving carrier had provided
3 AT&T with the appropriate terminating Connecting Facility Assignment ("CFA")
4 and a Letter of Authorization ("LOA") indicating its permission for AT&T to
5 terminate its transport into the receiving CLEC's collocation space, then
6 BellSouth could process the order through its ordering system as requested by
7 AT&T. It should be noted that AT&T would be the party billed for the service and
8 would be responsible for requesting the appropriate cross connection, by service
9 type (DS1, DS3, 2-fiber, or 4-fiber). If the service requested by AT&T was for the
10 termination of UNE transport into another CLEC's collocation space, then the
11 associated cross-connects would be those contained in AT&T's interconnection
12 agreement. If AT&T ordered its transport service from the tariff, then the
13 appropriate cross-connects contained in the associated tariff would apply.

14
15 Q. IN LIGHT OF THE ORDERING SYSTEM ISSUE IDENTIFIED ABOVE, HOW
16 COULD A CLEC ACHIEVE ITS DESIRE TO PLACE AN ORDER FOR A DSO
17 LOOP FROM BELLSOUTH AND WHOLESALE SWITCHING FROM ANOTHER
18 CLEC?

19
20 A. The most effective means for AT&T to eliminate this problem is to use
21 BellSouth's "Transfer of Ownership" process to convert all of its collocation sites
22 to one common ACNA, presumably the "ATX" ACNA. This would eliminate
23 AT&T's concern and there would be no further fall-out of AT&T's orders in
24 BellSouth's ordering and provisioning systems resulting from the use of multiple
25 ACNAs.

1 Another option would be for the ordering CLEC to request a DS0 loop into its
2 collocation space and then place a co-carrier cross connection ("CCXC")
3 between its collocation space and that of the receiving CLEC, if both CLECs
4 have collocation space in the same central office. This would allow the ordering
5 CLEC and the receiving CLEC to directly exchange their traffic in the same
6 central office, without any intervention by BellSouth.

7
8 Finally, AT&T could use a "Guest/Host" collocation arrangement to establish a
9 guest presence in the central office for which it is trying to order services. Under
10 the "Guest/Host" arrangement, each Host/Guest ACNA has a unique ACTL and
11 Connecting Facility Assignments ("CFAs") within the caged collocation space.
12 The "Host" places a Collocation Augment Application, pursuant to its
13 interconnection agreement, and submits a LOA for the new entity ("Guest"). With
14 a Guest/Host arrangement, if the Augment Application requests that the Hosts'
15 existing CFAs be converted to a new ACNA for the Guest, then BellSouth would
16 require a 30-day freeze to make the necessary changes. However, if the
17 Augment Application requests the provisioning of new CFA facilities, then no 30-
18 day freeze would be required.

19
20 **Testimony of Supra Witness David E. Stahly**

21 Q. ON PAGE 9 OF HIS TESTIMONY, MR. STAHLY STATES THAT "SUPRA WON
22 THE RIGHT IN DECEMBER 1998 TO COLLOCATE IN CENTRAL OFFICES
23 PREVIOUSLY DEEMED CLOSED BY BELLSOUTH. NOTWITHSTANDING
24 THIS RIGHT, BELLSOUTH CONTINUED OVER THE NEXT FOUR (4) YEARS
25 TO RAISE NEW BARRIERS TO COLLOCATION." [Footnote omitted.] DO YOU

1 AGREE WITH MR. STAHLY'S CHARACTERIZATION OF BELLSOUTH'S
2 ACTIONS?

3
4 A. Absolutely not. If Mr. Stahly is referring to the central offices that were initially
5 filed by BellSouth as being at space exhaust in Florida, for which Supra had
6 applied for collocation space, then Mr. Stahly failed to mention that BellSouth re-
7 examined those offices and identified additional areas that could be used for
8 collocation purposes. BellSouth also instituted an aggressive removal of all
9 unused and/or obsolete equipment in these offices to make additional space
10 available for collocation. This had nothing to do with Supra's "right" to collocate.
11 BellSouth has never denied Supra the right to collocate. The issue in these
12 offices was simply a matter of identifying and making space available for Supra
13 and any other CLEC seeking to collocate in these offices, and BellSouth took the
14 necessary action to ensure that space for collocation was available.

15
16 In regard to Mr. Stahly's allegation that BellSouth has raised "new barriers to
17 collocation" during the last four (4) years, he cites no evidence to substantiate
18 this allegation, except for a footnote that refers to the orders entered in Docket
19 No. 001305-TP, an interconnection agreement arbitration proceeding between
20 BellSouth and Supra. Notably, no collocation issues were resolved by this
21 Commission in that docket. There were three (3) collocation or collocation-
22 related issues that were included in the initial list of arbitration issues - Issues
23 18(D), 35, and 53, but these issues were resolved by the parties prior to the
24 hearing on September 26 – 27, 2001. This Commission did not hear any
25 testimony nor make any decisions on these issues.

1 Q. ON PAGES 28 - 29, MR. STAHLY CONTENDS THAT SUPRA WOULD BE
2 IMPAIRED FROM PROVIDING SERVICE TO ALL CUSTOMERS IN A
3 GEOGRAPHIC MARKET IF "COLLOCATION SPACE IS NOT AVAILABLE TO
4 THE CLEC SO THE CLEC CANNOT OFFER SERVICE IN PARTS OF THE
5 MARKET." IS THIS TRUE?

6
7 A. Perhaps. If collocation space were not available in BellSouth's central offices in
8 Florida, then Mr. Stahly's contention would appear to be plausible. However, this
9 is just speculation, with no factual data to support it. Since this is not the case
10 (BellSouth has collocation space available in all of its one hundred ninety-eight
11 (198) central offices except two), Mr. Stahly's contention is incorrect.

12
13 Q. ON PAGE 29, MR. STAHLY PROVIDES EXAMPLES FOR WHY A CLEC
14 WOULD BE UNABLE OR UNWILLING TO SERVE CUSTOMERS IN A
15 GEOGRAPHIC MARKET. SPECIFICALLY, HE HYPOTHESIZES THAT
16 COLLOCATION SPACE MAY BE AVAILABLE BUT PROHIBITIVELY
17 EXPENSIVE. WHAT ARE YOUR COMMENTS?

18
19 A. As I explained above in my response to AT&T Witness Bradbury, this
20 Commission has established cost-based collocation rates and those rates are
21 taken into account in BellSouth's impairment model.

22
23 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

24
25 A. Yes.