

BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

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In the matter of: : DOCKET NO. 980800-TP  
: :  
Petition for emergency relief :  
by Supra Telecommunications :  
& Information Systems against :  
BellSouth Telecommunications :  
Inc., concerning collocation :  
and interconnection agreements. :  
: :  
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VOLUME 1

Pages 1 through 176

PROCEEDINGS:

HEARING

BEFORE:

COMMISSIONER J. TERRY DEASON  
COMMISSIONER SUSAN F. CLARK  
COMMISSIONER E. LEON JACOBS, JR.

DATE:

Tuesday, October 21, 1998

TIME:

Commenced at 9:40 a.m.

PLACE:

Betty Easley Conference Center  
Room 148  
4075 Esplanade Way  
Tallahassee, Florida

REPORTED BY:

MARY ALLEN NEEL, RPR

BUREAU OF REPORTING

RECEIVED 10-27-98

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## APPEARANCES:

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Telecommunications, Inc.

BETH KEATING, Florida Public Service Commission,  
2540 Shumard Oak Boulevard, Tallahassee, Florida  
32399-0850, on behalf of the Commission Staff.

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## 1 P R O C E E D I N G S

2 COMMISSIONER DEASON: Call the hearing to  
3 order. Could we have the notice read, please?

4 MS. KEATING: By notice issued September  
5 15, 1998, this time and place has been set for a  
6 hearing in Docket No. 980800-TP. The purpose is as  
7 set forth in the notice.

8 COMMISSIONER DEASON: Take appearances.

9 MS. WHITE: Nancy White on behalf of  
10 BellSouth Telecommunications.

11 MS. SUMMERLIN: Suzanne Summerlin  
12 representing Supra Telecommunications and Information  
13 Systems.

14 MS. KEATING: And Beth Keating appearing  
15 for Commission Staff.

16 COMMISSIONER DEASON: Okay. Ms. Keating,  
17 any preliminary matters?

18 MS. KEATING: Just a few, Commissioner.  
19 First off, we've got a rather lengthy list of orders  
20 and Commission orders that the parties have agreed  
21 should be taken official recognition of. We've made a  
22 list of this so that in lieu of actually reading each  
23 one into the record, we could just mark this as the  
24 first hearing exhibit.

25 COMMISSIONER DEASON: Okay. This is a list



1 consisting of 33 different items?

2 MS. KEATING: That's correct.

3 COMMISSIONER DEASON: Okay.

4 MS. KEATING: And Staff would ask that this  
5 be marked as Hearing Exhibit 1.

6 COMMISSIONER DEASON: It will be so  
7 identified.

8 MS. KEATING: And Staff would move Hearing  
9 Exhibit 1.

10 COMMISSIONER DEASON: Okay. Any  
11 objection?

12 Hearing no objection, then Exhibit 1 will  
13 be admitted into the record.

14 (Exhibit 1 marked for identification and  
15 received in evidence.)

16 MS. KEATING: And the second thing that  
17 needs to be addressed is the order of witnesses. Two  
18 witnesses have been added to the list since the  
19 Prehearing Order was issued. Those witnesses are  
20 Barbara Cruit and Pam Tipton. Also, the parties have  
21 agreed to a slight rearrangement of the order of  
22 witnesses in an attempt to shorten some of the  
23 presentations, and if we could, we could just go  
24 through the list, or the reorganized list that has  
25 been proposed.

1 COMMISSIONER DEASON: Yes, that will be  
2 fine.

3 MS. KEATING: The suggested organization is  
4 that Mr. Ramos should go first with his direct,  
5 Mr. Nilson second with his direct and rebuttal.  
6 Mr. Graham will go third with his rebuttal. He will  
7 also have a video presentation. Fourth will be David  
8 Thierry for BellSouth with his direct and rebuttal.  
9 Fifth will be Pam Tipton. She has no prefiled  
10 testimony. I would make note of that. She has been  
11 added in light of depositions that were taken last  
12 week. Sixth is Barbara Cruit. She also has no  
13 prefiled testimony. Seventh is Guy Ream with his  
14 direct and rebuttal. Eighth is Jerry Rubin with his  
15 rebuttal. Ninth is James Bloomer with his direct and  
16 rebuttal. Tenth is Wayne Mayes with his direct.  
17 Eleventh is Keith Milner with his direct and  
18 rebuttal. And twelfth will be Mr. Ramos again with  
19 his rebuttal.

20 COMMISSIONER DEASON: Is there agreement  
21 that this is the revised order of witnesses?

22 MS. SUMMERLIN: Yes.

23 COMMISSIONER DEASON: Very well. Then  
24 that's the order that we will utilize for hearing  
25 purposes.

1 MS. KEATING: Okay. The next thing that  
2 needs to be taken up is, there are a number of  
3 exhibits that the parties have agreed may be  
4 stipulated into the record. The first are a number of  
5 deposition transcripts, including the late-filed  
6 deposition exhibits and errata sheets. I've got a  
7 list here of them, and I should note that these will  
8 be composite exhibits, but counsel for the particular  
9 witness has the copies of the late-filed deposition  
10 exhibits, but those will be added into the total  
11 exhibit.

12 COMMISSIONER DEASON: So each of these --  
13 these are listed. I have a list here of 1 through 14,  
14 beginning with Grant and ending with Graham.

15 MS. KEATING: That's correct. And I  
16 suggest --

17 COMMISSIONER DEASON: And we need to  
18 identify these, and it's understood that these  
19 exhibits will consist of the deposition transcripts  
20 with errata sheets and late-filed exhibits referenced  
21 therein.

22 MS. KEATING: That's correct.

23 COMMISSIONER DEASON: Okay. We will  
24 identify those then as Exhibits 2 through 15.

25 MS. KEATING: And would you like me to read

1 through the list quickly?

2 COMMISSIONER DEASON: If you think it's  
3 necessary.

4 MS. SUMMERLIN: I don't think --

5 MS. KEATING: I don't know that they're  
6 working off the same list.

7 COMMISSIONER DEASON: Oh, they don't have  
8 the same list?

9 MS. SUMMERLIN: I don't have that  
10 particular list, and if we refer to it later, we might  
11 need to know which one it is.

12 COMMISSIONER DEASON: Okay.

13 MS. KEATING: Staff would ask that the  
14 deposition transcript of Amanda Grant be marked as  
15 Exhibit 2.

16 COMMISSIONER DEASON: It will be so  
17 identified.

18 (Exhibit 2 marked for identification.)

19 MS. KEATING: The deposition transcript of  
20 Pam Tipton be marked as Exhibit 3.

21 COMMISSIONER DEASON: It will be so  
22 identified.

23 (Exhibit 3 marked for identification.)

24 MS. KEATING: Nancy Nelson's transcript  
25 marked as Exhibit 4.

1 COMMISSIONER DEASON: It will be so  
2 identified.

3 (Exhibit 4 marked for identification.)

4 MS. KEATING: Pat Solin's deposition  
5 transcript as Exhibit 5.

6 COMMISSIONER DEASON: It will so  
7 identified.

8 (Exhibit 5 marked for identification.)

9 MS. KEATING: Guy Ream's deposition  
10 transcript marked as Exhibit 6.

11 COMMISSIONER DEASON: It will be so  
12 identified.

13 (Exhibit 6 marked for identification.)

14 MS. KEATING: Jerome Rubin's deposition  
15 transcript marked as Exhibit 7.

16 COMMISSIONER DEASON: It will be so  
17 identified.

18 (Exhibit 7 marked for identification.)

19 MS. KEATING: James Bloomer's deposition  
20 transcript marked as Exhibit 8.

21 COMMISSIONER DEASON: It will be so  
22 identified.

23 (Exhibit 8 marked for identification.)

24 MS. KEATING: Wayne Mayes' deposition  
25 transcript marked as Exhibit 9.

1 COMMISSIONER DEASON: It will so  
2 identified.

3 (Exhibit 9 marked for identification.)

4 MS. KEATING: David Thierry's deposition  
5 transcript marked as Exhibit 10.

6 COMMISSIONER DEASON: It will be so  
7 identified.

8 (Exhibit 10 marked for identification.)

9 MS. KEATING: Keith Milner's deposition  
10 transcript marked as Exhibit 11.

11 COMMISSIONER DEASON: It will be so  
12 identified.

13 (Exhibit 11 marked for identification.)

14 MS. KEATING: Barbara Cruit's deposition  
15 transcript marked as Exhibit 12.

16 COMMISSIONER DEASON: It will be so  
17 identified.

18 (Exhibit 12 marked for identification.)

19 MS. KEATING: Mr. Ramos' deposition  
20 transcript marked as Exhibit 13.

21 COMMISSIONER DEASON: It will be so  
22 identified.

23 (Exhibit 13 marked for identification.)

24 MS. KEATING: David Nilson's deposition  
25 transcript marked as Exhibit 14.

1 COMMISSIONER DEASON: It will be so  
2 identified.

3 (Exhibit 14 marked for identification.)

4 MS. KEATING: And Mark Graham's deposition  
5 transcript marked as Exhibit 15.

6 COMMISSIONER DEASON: It will be so  
7 identified.

8 (Exhibit 15 marked for identification.)

9 MS. KEATING: And Staff would move Exhibits  
10 2 through 15.

11 COMMISSIONER DEASON: Without objection,  
12 Exhibits 2 through 15 are admitted in the record.

13 (Exhibits 2 through 15 received in  
14 evidence.)

15 MS. KEATING: The parties have also agreed  
16 that the first and second set of interrogatory  
17 responses by BellSouth may be stipulated into the  
18 record.

19 COMMISSIONER DEASON: The first and second  
20 set of interrogatory responses -- these are responses  
21 from BellSouth?

22 MS. KEATING: That's correct.

23 COMMISSIONER DEASON: And they will be  
24 identified as Exhibit 16.

25 (Exhibit 16 marked for identification.)

1 MS. KEATING: And Staff would move Exhibit  
2 16.

3 COMMISSIONER DEASON: Without objection,  
4 Exhibit 16 is admitted.

5 (Exhibit 16 received in evidence.)

6 MS. KEATING: The parties have also agreed  
7 that the first and second set of POD responses by  
8 BellSouth may be stipulated into the record.

9 COMMISSIONER DEASON: They will be  
10 identified as Exhibit 17 and without objection shall  
11 be admitted into the record.

12 (Exhibit 17 marked for identification and  
13 received in evidence.)

14 MS. KEATING: The parties have also agreed  
15 that BellSouth's videotapes of these two central  
16 offices may be stipulated into the record.

17 COMMISSIONER DEASON: Now, do we have  
18 copies of those tapes?

19 MS. KEATING: Yes, we do.

20 COMMISSIONER DEASON: And we can provide  
21 that to the court reporter; is that correct?

22 MS. KEATING: It's my understanding they've  
23 been provided.

24 COMMISSIONER DEASON: Oh, they've already  
25 been provided. Okay. Now, do we have -- is there



1 more than one tape?

2 MS. KEATING: Yes, there is. These two  
3 tapes will be a composite exhibit. There's one tape  
4 for the West Palm Beach Gardens office, and there's  
5 another tape for the North Dade Golden Glades office.

6 COMMISSIONER DEASON: Okay. The two  
7 videotapes just described will be Composite Exhibit  
8 Number 18.

9 (Exhibit 18 marked for identification.)

10 MS. KEATING: And the parties have also  
11 agreed that Supra's videos of these two central  
12 offices may be stipulated into the record.

13 COMMISSIONER DEASON: And those two videos  
14 will be identified as Composite 19.

15 (Exhibit 19 marked for identification.)

16 COMMISSIONER DEASON: And without  
17 objection, Exhibits 18 and 19 shall be admitted into  
18 the record.

19 (Exhibits 18 and 19 received in evidence.)

20 MS. KEATING: And I believe those are all  
21 the stipulated exhibits. And the only other thing is  
22 that I should note that the parties have agreed to  
23 five-minute opening statements.

24 COMMISSIONER DEASON: Okay. Do any of the  
25 parties have any preliminary matters?

1 MS. SUMMERLIN: No, sir.

2 COMMISSIONER DEASON: Okay. Ms. Summerlin,  
3 you may begin your opening statement, and you have  
4 five minutes.

5 MS. SUMMERLIN: Okay. I'm going to try my  
6 best to read this instead of my usual approach so that  
7 I can limit it to five minutes. I hope that I won't  
8 be going over that.

9 But let me just summarize by stating that  
10 Supra filed a Petition for Emergency Relief in this  
11 mater on June 30th, '98, after Supra was denied access  
12 to the North Dade Golden Glades and West Palm Beach  
13 central offices by BellSouth. Supra requested in the  
14 Petition for Emergency Relief a walk-through of the  
15 central offices. And we actually had two  
16 walk-throughs, one in July and one in September.

17 As a result of those walk-throughs, on the  
18 second walk-throughs we made tapes, both BellSouth and  
19 Supra, and we will be presenting our tapes of those  
20 offices this morning, or selected parts of them. We  
21 sent a substantial number of interrogatories and PODs  
22 that have already been put into the record. We've got  
23 three witnesses whose testimony you'll hear today, and  
24 we've deposed 11 BellSouth witnesses.

25 We're here today basically to put on our

1 case that BellSouth has failed to comply with the  
2 Telecommunications Act of 1996 and the Collocation  
3 Agreement that it entered into with Supra. It's  
4 Supra's position that BellSouth had no right to deny  
5 Supra access to these central offices prior to  
6 obtaining an exemption from the Florida Public Service  
7 Commission. However, BellSouth did deny Supra access,  
8 stating that it was exempt from the physical  
9 collocation requirement as a result of waivers that  
10 had been granted for those offices by the FCC in 1993  
11 and 1994.

12 It is Supra's position that contrary to  
13 BellSouth's statements and agreements and the evidence  
14 you're going to hear today, that there is space  
15 available in these two central offices for Supra, and  
16 possibly space for others that may want to physically  
17 collocate there.

18 It is not Supra's position that BellSouth  
19 should not have adequate area for its equipment to do  
20 its business, nor is it Supra's position that  
21 BellSouth should not be able to reserve a reasonable  
22 amount of space for what it has to do in the future.  
23 It's not Supra's position that BellSouth doesn't need  
24 workstations and doesn't need storage areas. But it  
25 is Supra's position that BellSouth has a legal

1 obligation to make sure that its utilization of the  
2 space in those offices maximizes the space that's  
3 available for physical collocation by ALECs and  
4 CLECs.

5           Supra believes that there are a number of  
6 options that have not been pursued actively by  
7 BellSouth that would maximize the space in those  
8 offices to permit physical collocation.

9           There's a very important point to make I  
10 think today that it is not a comparison between these  
11 two offices and all the other offices of BellSouth  
12 that we're to look at today, because, admittedly,  
13 there are other central offices that may have extra  
14 floors, you know, huge rooms that are available for  
15 physical collocation, and that's well and good. But  
16 that's not issue that's before the Commission today.  
17 What Supra is saying is that one must look at these  
18 central offices today and compare them to what they  
19 would look like if the company were maximizing the  
20 space that was available for people to physically  
21 collocate.

22           It is our position that the strategies that  
23 could be taken have not been taken because there has  
24 not been adequate motivation on the part of BellSouth  
25 to do that.

1           BellSouth will tell you today that its  
2 projections for future growth justify reserving 18% of  
3 the space in these offices for itself for future use,  
4 while refusing to grant any ALEC or other carrier  
5 physical collocation.

6           We have other issues in this case that are  
7 connected with this, but are not just limited to these  
8 two offices. Supra's position is that BellSouth must  
9 be required by the Commission to comply with the  
10 three-month guideline that this Commission has  
11 established in other orders in other proceedings here  
12 as a reasonable guideline.

13           BellSouth's position is that it has no  
14 absolute requirement to comply with that. BellSouth  
15 will tell you that there are all kinds of  
16 circumstances that make it impossible for BellSouth to  
17 meet that three-month time line. There are all kinds  
18 of statements about South Florida building codes and  
19 local governmental bodies and building inspectors who  
20 are saying things like before anybody can physically  
21 collocate, you have to have a firewall from the floor  
22 to the ceiling, and you have to surround the party's  
23 equipment in the central office.

24           Supra does not contest that there may have  
25 been building inspectors that may have said those

1 things. Supra contests BellSouth's position that  
2 there is no fire to be put under BellSouth about this  
3 issue. Supra says that BellSouth has not taken any  
4 kind of aggressive action to go and to address these  
5 concerns. BellSouth has done nothing to contest any  
6 finding, because there has been no proceeding at any  
7 of these local governmental levels to try to show that  
8 in fact, if such things do exist -- and that is not  
9 absolutely established at all in the evidence today.  
10 If such a problem does exist, BellSouth would have an  
11 obligation to present to these local governmental  
12 entities the fact that this constitutes a violation of  
13 the Telecommunications Act to put this kind of a  
14 requirement if it does exist.

15 But, in fact, BellSouth has done nothing  
16 except recently send a letter to a national building  
17 code association that basically says, "We're having a  
18 problem. What do you think about it?" But the truth  
19 of the matter is, until you contest it, if it does  
20 exist at these local entities, until someone is  
21 adequately motivated to contest it, that is not going  
22 to change, if it does exist at all.

23 It is Supra's view that the code that has  
24 been produced, the couple of examples that have been  
25 produced on their face when one looks at them provide

1 ways that could be argued to make these physical  
2 collocation requests fit within the parameters of  
3 those codes. The simple fact of the matter is, the  
4 entire process has been put in the hands of  
5 subcontractors and has been completely removed from  
6 the control of the CLEC or ALEC that's involved, and  
7 BellSouth itself is not taken an adamant, aggressive  
8 position in this situation.

9 And I think at this juncture it's very  
10 important to remember that the statutory obligation in  
11 the Telecommunications Act is that BellSouth may not  
12 deny physical collocation to an ALEC until it has made  
13 a showing to a State Commission and received a ruling  
14 from that State Commission that there is not adequate  
15 space available. Therefore, the burden here today is  
16 on BellSouth to prove to you that there is not  
17 adequate space.

18 Another very important issue is to  
19 recognize that there is space in these offices that is  
20 being reflected as being occupied that has various  
21 items scattered throughout it, different workstations,  
22 storage cabinets, this and that. There's space that's  
23 being reserved for future use that's based on  
24 projections that Supra challenges as not being  
25 substantial enough to support the kinds of amounts of

1 space that BellSouth says it needs to reserve for  
2 future use.

3 There are significant differences between  
4 what you will see in the BellSouth testimony today  
5 about these offices when you compare them to what was  
6 filed in the petitions for waiver in '93 and '94, and  
7 I would urge you to pay close attention to those  
8 differences.

9 COMMISSIONER DEASON: Ms. Summerlin, you  
10 need to wrap it up. Are you finished?

11 MS. SUMMERLIN: Can I just say two  
12 sentences, and I'll tie it up.

13 COMMISSIONER DEASON: Sure.

14 MS. SUMMERLIN: The final issue that we are  
15 talking about today is the equipment issue. BellSouth  
16 has said that it has the right to tell Supra what kind  
17 of equipment it can put into the central office.

18 The most salient point that I can make on  
19 this in one sentence is that the FCC has very recently  
20 addressed the issue and has reached a tentative  
21 conclusion that we will present later today that  
22 BellSouth should be, or any ALEC -- I mean ILEC, I'm  
23 sorry -- should be required to permit physical  
24 collocation by a CLEC or an ALEC of any equipment that  
25 it permits an affiliate of that company to physically



1 collocate to provide enhanced or information services.

2           The important issue is that Supra is not an  
3 enhanced services provider or an information services  
4 provider or an Internet services provider. Supra is a  
5 company trying to provide local exchange services, and  
6 in conjunction with that activity, provide the other  
7 services that BellSouth itself provides from its  
8 central office as the local exchange carrier.

9           The only other thing -- I am through with  
10 my opening statement. I just want to tell you a  
11 couple of things that the Staff asked us to do. They  
12 wanted me tell you what our presentation was going to  
13 be just in two sentences basically, because it's kind  
14 of different than the usual thing.

15           Mr. Ramos is going to present his direct  
16 testimony.

17           And after he is through, Mr. Nilson is  
18 going to deal with his direct and rebuttal, to try to  
19 save time. And in his testimony, he is going to do a  
20 short presentation of a late-filed exhibit that the  
21 Staff requested, which is a diagram of the space that  
22 Supra believes should be considered available for  
23 physical collocation in these offices, as well as the  
24 options that Supra would recommend as a choice, you  
25 know, for where the physical collocation should be

1 provided. He's going to spend just a very short time  
2 explaining his exhibit. We have a large poster  
3 depiction of that exhibit, and that's what he's going  
4 to do.

5           Then although Mr. Graham, who is our only  
6 other witness, our third witness, only filed rebuttal  
7 testimony, we've agreed to let him go next, and he  
8 will then present the videotapes from the two  
9 walk-throughs. What he has tried to do is to give you  
10 just a short snapshot view of various junctures  
11 through the walk-through. These things took seven and  
12 a half hours, the two walk-throughs together, so we've  
13 tried to glean them down as short as we possibly could  
14 to show you the sites we thought were significant.  
15 And Mr. Nilson will point to his map at the same time  
16 that Mr. Graham is going through the video to try to  
17 get some correlation between Mr. Nilson's exhibit and  
18 the videotape, to try to bring some sense to what  
19 we're trying to say.

20           And my understanding is that although  
21 BellSouth is not going to present warring tapes, you  
22 know, they're not going to present their own view of  
23 this, their witnesses will be using their diagrams to  
24 counter them.

25           COMMISSIONER DEASON: Thank you.

1 Ms. White?

2 COMMISSIONER CLARK: Mr. Chairman, I just  
3 wanted to follow up on something.

4 COMMISSIONER DEASON: Sure.

5 COMMISSIONER CLARK: Do I understand your  
6 argument to be, first of all, because they did not  
7 have a waiver, you are entitled to space whether or  
8 not they have it?

9 MS. SUMMERLIN: My position is that this is  
10 evidence of the approach BellSouth has taken.

11 If you were to determine that there was no  
12 space available after you consider all the evidence, I  
13 am not saying that you would necessarily be in a  
14 position to say that they have to give us physical  
15 collocation. I'm just saying that that is a very  
16 important point in terms of what we believe  
17 BellSouth's approach to this situation has been.

18 COMMISSIONER CLARK: Okay. Thanks.

19 COMMISSIONER DEASON: Ms. White?

20 MS. WHITE: Yes. I'll be very brief.

21 BellSouth has over 200 central offices in  
22 the State of Florida. We are here today because  
23 BellSouth believes that two of these central offices  
24 don't have sufficient space for physical collocation.  
25 The offices involved are the North Dade Golden Glades

1 and the West Palm Beach Gardens central offices.  
2 These offices house local and toll switches, tandems,  
3 operator service switches, signaling equipment, and  
4 various circuit and transmission equipment.

5           During the course of this case, both  
6 parties videotaped the interior of these central  
7 offices. Each tape lasts about two hours. The tapes  
8 are already in the record, and I would urge you to  
9 view them at your leisure. I don't care whether you  
10 view BellSouth's videotapes or Supra's videotapes, but  
11 they are helpful.

12           Because of the length of the tapes and the  
13 fact that this is a one-day hearing, BellSouth will be  
14 using floor plans to demonstrate our belief that no  
15 space exists for physical collocation. I believe  
16 Supra, as Ms. Summerlin indicated, will be using parts  
17 of their videotapes.

18           BellSouth's witnesses will set forth the  
19 method by which it has come to the belief that there  
20 is no space available for physical collocation.  
21 BellSouth's witnesses will testify that we have  
22 reserved a reasonable amount of space in these offices  
23 in order to fulfill our obligation to provide quality  
24 service not only to BellSouth end users, but also to  
25 provide interconnection access to ALECs, to

1 interexchange carriers, to Internet service providers,  
2 and to enhanced service providers.

3           Supra has been offered to opportunity to  
4 virtually collocate in these two offices, as other  
5 ALECs have done, because we have no space for physical  
6 collocation. They did not want the virtual  
7 collocation.

8           Two other issues in this docket, the time  
9 frame for providing physical collocation. This  
10 Commission has issued a couple of orders that set  
11 forth three months as a guideline to complete physical  
12 collocation arrangements. BellSouth sought a ruling  
13 that this period did not include the permitting  
14 process, and the Commission clarified its stance by  
15 saying, "We see three months as a guideline. Parties,  
16 go forth and negotiate. If you can't negotiate a time  
17 frame for providing physical collocation, come back  
18 and see us." That's one of the reasons we're today.

19           The last issue is the type of equipment  
20 that's allowed to be physically collocated in the  
21 central offices. This issue is concerned with whether  
22 BellSouth is required to allow physical collocation of  
23 equipment that is used to provide enhanced or  
24 information services. BellSouth does not believe it  
25 is, and the FCC has agreed with that.

1 I think it's more important for you to hear  
2 from the witnesses in this case than the attorneys, so  
3 with that, BellSouth is ready to try this case.

4 COMMISSIONER DEASON: Thank you.

5 Staff, do you have an opening statement?

6 MS. KEATING: No, sir.

7 COMMISSIONER DEASON: Okay. Ms. Summerlin,  
8 you may call your witness. And I'm going to ask all  
9 witnesses to please stand and raise your right hand.

10 (Witnesses collectively sworn.)

11 MS. SUMMERLIN: Supra would call Mr. Ramos.

12 - - - - -

13 OLUKAYODE A. RAMOS

14 was called as a witness on behalf of Supra  
15 Telecommunications and Information Systems and, having  
16 been first duly sworn, testified as follows:

17 DIRECT EXAMINATION

18 BY MS. SUMMERLIN:

19 Q Mr. Ramos, would you please give your name  
20 and address for the record.

21 A My name is Olukayode Ramos. My address is  
22 2620 Southwest 27th Avenue, Miami, Florida 33133,  
23 Supra Telecommunications.

24 Q Mr. Ramos, did you prefile direct testimony  
25 in this proceeding that consists of 35 pages?

1 A Yes, ma'am.

2 Q Would your answers to the questions in that  
3 testimony be the same if I asked those questions to  
4 you here this morning?

5 A Absolutely, yes, ma'am.

6 Q Okay. Do you have any changes or  
7 corrections that you have to make to your testimony?

8 A Nothing, ma'am.

9 MS. SUMMERLIN: Okay. I would ask that  
10 Mr. Ramos's direct testimony be inserted into the  
11 record as though read.

12 COMMISSIONER DEASON: Without objection, it  
13 shall be so inserted.

14 Q (By Ms. Summerlin) Mr. Ramos, did you  
15 prefile exhibits in this proceeding attached to your  
16 direct testimony that are identified as OAR-1 through  
17 OAR-19?

18 A Yes, ma'am.

19 Q Okay. Did you or someone under your direct  
20 supervision prepare these exhibits?

21 A Yes, ma'am.

22 MS. SUMMERLIN: Since we have already  
23 identified Mr. Ramos's exhibits, I won't ask to do  
24 that at this point.

25 Q (By Ms. Summerlin) Mr. Ramos, have you

1 prepared a summary of your direct testimony?

2 COMMISSIONER DEASON: Ms. Summerlin, have  
3 they been given an exhibit number?

4 MS. SUMMERLIN: Well, I think that --

5 MS. WHITE: No.

6 MS. SUMMERLIN: Actually, I guess what we  
7 did was put late-filed. Okay. We can ask to identify  
8 them separately. I was thinking we had put everything  
9 in when we did the composite exhibit, but I guess we  
10 did not do those. It would be 20, I guess.

11 COMMISSIONER DEASON: It will be Exhibit  
12 20, and it will be the late-filed exhibits attached to  
13 the prefiled testimony consisting of OAR-1 through  
14 19.

15 MS. SUMMERLIN: I think it's --

16 COMMISSIONER DEASON: Is it 19?

17 MS. SUMMERLIN: Yes, that's right. That's  
18 right.

19 COMMISSIONER DEASON: Very well.

20 (Exhibit 20 marked for identification.)

21

22

23

24

25



1 SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

2 DIRECT TESTIMONY OF OLUKAYODE A. RAMOS

3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

4 DOCKET NO. 980800-TP

5 September 10, 1998

6

7 Q. PLEASE STATE YOUR NAME AND ADDRESS.

8 A. My name is Olukayode A. Ramos. My business address is 2620 SW 27<sup>th</sup> Avenue,  
9 Miami, Florida 33133.

10

11 Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

12 A. I am Chairman and CEO of Supra Telecommunications & Information Systems, Inc.  
13 ("Supra").

14

15 Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES?

16 A. As CEO of Supra, I am responsible for all aspects of Supra's operations and financial  
17 performance. Managers under my direct supervision provide me operational results on  
18 a daily basis of BellSouth's performance on all aspects of Supra's Collocation  
19 Agreement, Resale, and Interconnection Agreements with BellSouth.

20

21 Q. HAVE YOU TESTIFIED BEFORE THIS COMMISSION PREVIOUSLY?

22 A. Yes. I have testified before this Commission before.

23

24 Q. IN WHAT DOCKET(S) HAVE YOU PREVIOUSLY TESTIFIED?

25 A. I testified in Docket No. 980119-TP, Complaint of Supra Telecommunications &

1 Information Systems, Inc. Against BellSouth Telecommunications, Inc.

2

3 Q. WHY DOES SUPRA WANT TO COMPETE IN THE LOCAL EXCHANGE

4 TELECOMMUNICATIONS SERVICES MARKET?

5 A. Supra views the local loop as the key to all forms of telecommunications service. It is

6 Supra's desire to bring the benefits of the Telecommunications Act of 1996 ("TA") in the

7 form of lower prices for an innovative variety of telecommunications services to all

8 Florida telephone subscribers. Competition in the local loop is the key to any form of

9 competition in the telecommunications industry. All telecommunications service

10 providers including long distance, wireless, information service providers, competitive

11 access providers, and advanced services providers, depend on the local loop for their

12 existence. Supra will provide true competition with BellSouth if the Florida Public

13 Service Commission (FPSC) will make the critical decisions necessary to make such

14 competition possible.

15

16 Q. WERE YOU PERSONALLY INVOLVED IN THE EXECUTION OF THE

17 COLLOCATION, RESALE AND INTERCONNECTION AGREEMENTS BETWEEN

18 SUPRA AND BELLSOUTH?

19 A. Yes, I was personally involved with the execution of the collocation, resale, and

20 interconnection agreements Supra has entered into with BellSouth.

21

22 Q. WHY HAS SUPRA FILED ITS PETITION FOR EMERGENCY RELIEF AGAINST

23 BELLSOUTH?

24 A. Supra has filed its Petition for Emergency Relief Against BellSouth because of the

25 ongoing difficulties Supra has experienced in its effort to physically collocate in

1 BellSouth's central offices. Supra grudgingly signed the Collocation Agreement with  
2 BellSouth in July 1997 based on the representations of BellSouth's employees that this  
3 was the standard agreement and that there would be little, if any, possibility for Supra to  
4 change the agreement. Supra expressly disavows the following language contained in  
5 the Collocation Agreement in Section XXII which states:

6 ***REVIEW OF AGREEMENT***

7 ***The Parties acknowledge that each has had an***  
8 ***opportunity to review and negotiate this***  
9 ***Agreement and has executed this Agreement after***  
10 ***such review and negotiation. The Parties further***  
11 ***agree that this agreement shall be deemed to***  
12 ***have been drafted by both BellSouth and***  
13 ***Interconnector and the terms and conditions***  
14 ***contained herein shall not be construed any more***  
15 ***strictly against one party or the other.***

16 The above referenced paragraph is clearly not the case as regards Supra and is simply  
17 indicative of the unequal bargaining power between BellSouth and alternative local  
18 exchange carriers (ALECs) such as Supra.

19 BellSouth has failed to abide by the terms and conditions of the Collocation  
20 Agreement, the Telecommunications Act, and the Code of Federal Regulations such  
21 that Supra has been severely hampered in its efforts to provide alternative local  
22 exchange service, long distance service and advanced services to the point of being  
23 practically put out of business.

24 On May 2, 1998, Supra submitted four applications for physical collocation in  
25 BellSouth's North Dade Golden Glades, Miami Palmetto, West Palm Beach Gardens,

1 and Orlando Magnolia central offices pursuant to its Collocation Agreement with  
2 BellSouth. On May 6, 1998, BellSouth responded to these applications via e-mail from  
3 Ms. Nancy Nelson (attached hereto as exhibit OAR-1), stating that there were  
4 informational deficiencies in the application for the Orlando Magnolia central office and  
5 that for the other three applications, North Dade Golden Glades, Miami Palmetto, and  
6 West Palm Beach Gardens, BellSouth did not have space available for physical  
7 collocation. Supra requested an explanation from BellSouth as to why there was no  
8 space available in those offices and Supra was told that BellSouth has exemptions  
9 granted for waiver of physical collocation by the FPSC. Supra immediately contacted  
10 the FPSC to inquire when such waivers were granted by the FPSC. The FPSC informed  
11 Supra that there were no waivers granted to BellSouth. Supra contacted BellSouth with  
12 our finding from the FPSC and BellSouth said they would look into the matter further.  
13 Supra expected an immediate and truthful explanation as to why BellSouth had chosen  
14 not to grant those requests, however BellSouth did not provide such an explanation. It  
15 was at that point that Supra wrote a letter addressed to Ms. Maryrose Sirianni of the  
16 FPSC requesting assistance in resolving this issue with BellSouth. A copy of the letter  
17 is attached as exhibit OAR-2. A few days later, Ms. Sirianni informed Supra that she  
18 had contacted BellSouth on the issue and that BellSouth had not modified its position.  
19 She advised that Supra work things out with BellSouth. Consequently, I went to meet  
20 with BellSouth on June 8, 1998, in Birmingham, Alabama, to ask BellSouth one more  
21 time to reconsider its stand on the issue. Mr. Marcus Cathey promised to take up the  
22 issue with his superiors in BellSouth. Subsequently, BellSouth sent a letter from Mr.  
23 Cathey dated June 18, 1998, in which he indicated that floor space for physical  
24 collocation is unavailable in the North Dade Golden Glades and West Palm Beach  
25 Gardens central offices. A copy of the letter is attached as exhibit OAR-3. The basis for

1 BellSouth's rejection of these applications as stated in that letter is:

2 ***BellSouth filed a petition for waiver for exemption of the***  
3 ***requirement of physical collocation with the Federal***  
4 ***Communications Commission (FCC) for the North***  
5 ***Golden Glades central office on February 16, 1993, and***  
6 ***for the West Palm Beach central office on November 18,***  
7 ***1993. BellSouth was granted the exemption waiver from***  
8 ***the requirement of physical collocation for these***  
9 ***locations by the FCC's Memorandum Opinion and Orders***  
10 ***released June 9, 1993 and June 14, 1994, respectively.***

11 It was completely inappropriate for BellSouth to deny Supra physical collocation on the  
12 basis of an order issued by the FCC prior to the passage of the Telecommunications  
13 Act. BellSouth provided this response knowing full well that the Telecommunications  
14 Act requires that any incumbent local exchange carrier (ILEC) that denies physical  
15 collocation on the basis of lack of space must make a showing before the state  
16 commission and obtain an exemption from this requirement to provide physical  
17 collocation from the state commission. Further, any waiver granted by the FCC for  
18 BellSouth in 1993 and 1994 for these locations would have been based upon the  
19 condition of these central offices as they existed in 1993, approximately five years ago.  
20 Certainly, improvements in technology and the passage of time have altered the layout  
21 of these central offices. Moreover, recent tours of the North Dade Golden Glades and  
22 West Palm Beach Gardens offices by Supra and the Commission staff on July 24, 1998,  
23 clearly reflect unused space that could easily accommodate Supra's requests without  
24 even inconveniencing BellSouth. Clearly a present day walk-through is far superior to a  
25 five-year old assessment which no longer has any relevance. BellSouth was clearly

1 aware that any exemptions granted by the FCC prior to the passage of the TA were not  
2 relevant to Supra's requests for physical collocation. BellSouth had not even filed a  
3 Petition for Waiver of the physical collocation requirement with the Florida Public  
4 Service Commission prior to Supra's requests. BellSouth had no legally supportable  
5 basis for denying Supra's requests for physical collocation in its North Dade Golden  
6 Glades and West Palm Beach Gardens central offices.

7 Section 251 (c)(6) of the TA specifies the following duty of incumbent local exchange  
8 companies as follows:

9 ***COLLOCATION- The duty to provide, on rates,***  
10 ***terms, and conditions that are just, reasonable,***  
11 ***and nondiscriminatory, for physical collocation of***  
12 ***equipment necessary for interconnection or***  
13 ***access to unbundled network elements at the***  
14 ***premises of the local exchange carrier, except***  
15 ***that the carrier may provide for virtual collocation***  
16 ***if the local exchange carrier demonstrates to the***  
17 ***State commission that physical collocation is not***  
18 ***practical for technical reasons or because of***  
19 ***space limitations.***

20 BellSouth has denied Supra physical collocation on the basis of the FCC's Orders  
21 granting BellSouth exemption from the requirement for physical collocation for these two  
22 central offices and not in the fashion required by the TA. Based on BellSouth's answers  
23 to Supra's First Set of Interrogatories in this Docket, Interrogatories Nos. 2, 3, 4 and 5  
24 (Exhibits OAR-4, OAR-5, OAR-6 and OAR-7, respectively) BellSouth has reserved  
25 3,197 sq. ft and 4,035-sq. ft. in the North Dade Golden Glades and West Palm Beach

1 Gardens central offices, respectively. I developed Exhibit OAR-8 from BellSouth's  
2 responses to Interrogatories Nos. 2, 3, 4 and 5. Exhibit OAR-8 shows that BellSouth  
3 currently occupies at least 82% of the available space in these two central offices. For  
4 BellSouth to have reserved the remaining 18% of the space in these two central offices  
5 for its own future use is completely inappropriate based on the requirements of the  
6 Telecommunications Act. Supra's request is for a mere 200 sq. ft. in each of these two  
7 central offices. The floor plans of these two central offices provide the specific location  
8 of the areas designated by BellSouth for future use in these central offices. Floor plans  
9 for the North Dade Golden Glades and West Palm Beach Gardens central offices are  
10 attached as Exhibits OAR-9 and OAR-10, respectively. I have shaded all areas for  
11 BellSouth's future use in pink.

12 In 47 CFR Section 51.323 (f) (4), the FCC provides:

13 ***An incumbent LEC may retain a limited amount***  
14 ***of floor space for its own specific future uses,***  
15 ***provided, however, that the incumbent LEC may***  
16 ***not reserve space for future use on terms more***  
17 ***favorable than those that apply to other***  
18 ***telecommunications carriers seeking to reserve***  
19 ***collocation space for their own future use;***

20 Neither the TA nor the CFR allows BellSouth to deny Supra physical collocation in  
21 either of these central offices on the grounds that BellSouth has made those denials  
22 and Supra finds it incredibly frustrating and anti-competitive for BellSouth to be able to  
23 force Supra to have to litigate each and every issue involved in Supra's effort to  
24 compete with BellSouth in the provision of local exchange services. This is wasting not  
25 only Supra's time and money, but the Florida Public Service Commission's as well.

1 It is impossible to expect any type of competition to develop in the local exchange  
2 services market when every start-up CLEC like Supra must fight a mighty battle over  
3 every single detail that it needs resolved with BellSouth whether regarding resale of  
4 BellSouth's services or the provision of services with a facilities-based network.

5

6 Q. WHY DO YOU SAY THAT BELLSOUTH'S POLICIES REGARDING THE  
7 PROVISION OF PHYSICAL COLLOCATION TO ALECS ARE DESIGNED TO ASSURE  
8 THAT COLLOCATORS CANNOT ACHIEVE THE DESIRED SPEED TO MARKET  
9 ENVISIONED BY THE TA AND CFR?

10 A. I say this because BellSouth's policies regarding physical collocation have been  
11 designed and implemented in a way that impedes competition. BellSouth's method for  
12 calculating collocation costs is simply a barrier to entry and the method of implementing  
13 physical collocation, especially provisioning time, is another very serious problem which  
14 has been designed to delay the opportunity for competitors to physically collocate in  
15 BellSouth's central offices as long as possible. One of the fundamental goals of the TA  
16 is to promote innovation and investment by all participants in the telecommunications  
17 industry to the benefit of telecommunications service subscribers. According to  
18 BellSouth, ALECS must pay a fee of \$3,850 to find out how much BellSouth will charge  
19 them to collocate in a BellSouth central office. Then the ALEC will be presented with a  
20 "must accept" proposal that will necessarily include BellSouth's unreasonable costs.  
21 The inevitable result is to inhibit competitors from seeking physical or virtual collocation.  
22 That is not the approach the Telecommunications Act intended. The entire process is  
23 so daunting that quite a number of ALECS have decided to stay away from any type of  
24 collocation arrangement. In response to Supra's First Set of Interrogatories,  
25 Interrogatory No. 13 (Exhibit OAR-11, attached hereto), BellSouth provided a step by



1 step detail of the processes currently utilized by BellSouth when a request for physical  
2 collocation is received. An ALEC seeking physical collocation is not permitted to  
3 participate in any of the over twenty four issues BellSouth has set forth as being  
4 required to be to be dealt with prior to granting physical collocation. These issues  
5 involve five of BellSouth's interdepartmental representatives, as well as BellSouth  
6 certified contractors. BellSouth has exclusive control over the determining factors of  
7 space availability in any central office, space design and contractor selection. Rather  
8 than use a competitive process for fitting the space, BellSouth will turn the project over  
9 to one of its preselected contractors. No competitive bidding is permitted and the ALEC  
10 cannot assume the responsibility of preparing the space in order to reduce its costs.  
11 BellSouth's approach is in violation of 47 CFR, Section 51.323 (j):

12 ***An incumbent LEC shall permit a collocating***  
13 ***telecommunications carrier to subcontract the***  
14 ***construction of physical collocation arrangements with***  
15 ***contractors approved by the incumbent LEC, provided,***  
16 ***however, that the incumbent LEC shall not***  
17 ***unreasonably withhold approval of contractors.***  
18 ***Approval by an incumbent LEC shall be based on the***  
19 ***same criteria it uses in approving contractors for its***  
20 ***own purposes.***

21 In addition, BellSouth is claiming that it cannot complete the network infrastructure  
22 work for collocation space within three months despite this Commission's determination  
23 in Order No. PSC-98-0595-PCO-TP, issued April 27, 1998, affirming Order No. PSC-96-  
24 1579-FOF-TL, issued December 31, 1996. In Order No. PSC-98-0595-PCO-TP, the  
25 Commission held that:

1           ***Upon consideration we conclude that maximum time***  
2           ***periods for the establishment of physical collocation of***  
3           ***three months and virtual collocation of two months are***  
4           ***reasonable for ordinary conditions. If MCI and BellSouth***  
5           ***cannot agree to the required time for a particular***  
6           ***collocation request, BellSouth must demonstrate why***  
7           ***additional time is necessary.***

8 BellSouth has not demonstrated to Supra why additional time is necessary in the  
9 completion of Supra's collocation arrangements.

10       Only a monopoly could behave the way BellSouth does. Facilitating collocation is  
11 clearly not BellSouth's objective. BellSouth's collocation procedure, including its  
12 processing of applications and its requirements for applicants, creates very effective  
13 barriers to entry. These procedures and requirements give BellSouth virtual *carte*  
14 *blanche* to decide how and where a competitor will make use of BellSouth's central  
15 office space and facilities. An incumbent LEC, who only has business to lose, will  
16 certainly take every opportunity to inflate prices and build road blocks on the way to  
17 discourage competitors. BellSouth's economic self-interest may be understandable, but  
18 its effect on Florida's consumers is contrary to the provisions and the intent of the TA.  
19 No one has articulated the nature and degree of this local telephone company  
20 advantage better than BellSouth did when it sought to compete as a new local  
21 telephone provider abroad:

22           ***The timing of, terms and conditions for, and pricing of,***  
23           ***interconnection determine which firms capture the***  
24           ***available rents. Hence, the dominant incumbent, if it***  
25           ***fails to accept the benefits that flow from a competitive***

1            **market, can and will rationally use interconnection**  
2            **negotiations to delay and restrict the benefits of**  
3            **competition. This enables it to perpetuate the rents that**  
4            **it obtains as a successor to a monopoly franchise at the**  
5            **expense of competition and innovation. A dominant**  
6            **incumbent can limit both the scale and scope of its**  
7            **competitors, raising their costs and restricting their**  
8            **product offerings. In addition, it can divert or delay**  
9            **competition and innovation to protect its current**  
10           **revenues and give itself time to prepare and introduce**  
11           **similar products or service by exercising control over**  
12           **standards for connect and local numbers . . . It has very**  
13           **powerful incentives to include monopoly rents in the**  
14           **price of complementary network services in order to**  
15           **perpetuate and increase its monopoly profits. It similarly**  
16           **has very powerful incentives to reduce the ability of its**  
17           **competitors to claim market share.<sup>1</sup>**

18  
19 Q. HOW IS YOUR TESTIMONY STRUCTURED?

20 A. I will address each of the issues identified in this proceeding.

21  
22 ISSUE NO. 1: IS BELL SOUTH REQUIRED TO PROVIDE PHYSICAL COLLOCATION  
23 IN THE NORTH DADE GOLDEN GLADES AND WEST PALM

24            <sup>1</sup> BellSouth New Zealand, Submission: Regulation of Access to Vertically-Integrated Natural  
25            Monopolies, A Discussion Paper, September 29, 1995 at 2 and 10 (emphasis added)

1 BEACH GARDENS CENTRAL OFFICES PURSUANT TO THE COLLOCATION  
2 AGREEMENT BETWEEN BELL SOUTH AND SUPRA?

3 A. Yes, BellSouth is required to provide physical collocation space to Supra in the North  
4 Dade Golden Glades and West Palm Beach central offices because of the Collocation  
5 Agreement between BellSouth and Supra and the provisions of the  
6 Telecommunications Act and the Code of Federal Regulations. As stated by the FCC  
7 in its First Report and Order on the Implementation of the Local Competition Provisions  
8 of the Telecommunications Act of 1996, Paragraph C:

9 ***1. As we pointed out in our Notice of Proposed Rulemaking in this***  
10 ***docket, the removal of statutory and regulatory barriers to entry into***  
11 ***the local exchange and exchange access markets, while a necessary***  
12 ***precondition to competition, is not sufficient to ensure that***  
13 ***competition will supplant monopolies. An incumbent LEC's existing***  
14 ***infrastructure enables it to serve new customers at a much lower***  
15 ***incremental cost than a facilities-based entrant that must install its***  
16 ***own switches, trunking and loops to serve its customers.***  
17 ***Furthermore, absent interconnection between the incumbent LEC***  
18 ***and the entrant, the customer of the entrant would be unable to***  
19 ***complete calls to subscribers served by the incumbent LEC's***  
20 ***network. Because an incumbent LEC currently serves virtually all***  
21 ***subscribers in its local serving area, an incumbent LEC has little***  
22 ***economic incentive to assist new entrants in their efforts to secure a***  
23 ***greater share of that market. An incumbent LEC also has the ability***  
24 ***to act on its incentive to discourage entry and robust competition by***  
25 ***not interconnecting its network with the new entrant's network or by***

1 ***insisting on supracompetitive prices or other unreasonable***  
 2 ***conditions for terminating calls from the entrant's customers to the***  
 3 ***incumbent LEC's subscribers.***

4 \* \* \* \* \*

5 ***11. Congress addressed these problems in the 1996 Act by***  
 6 ***mandating that the most significant economic impediments to***  
 7 ***efficient entry into the monopolized local market must be removed.***  
 8 ***The incumbent LECs have economies of density, connectivity, and***  
 9 ***scale; traditionally, these have been viewed as creating a natural***  
 10 ***monopoly. As we pointed out in our NPRM, the local competition***  
 11 ***provisions of the Act require that these economies be shared with***  
 12 ***entrants. We believe they should be shared in a way that permits the***  
 13 ***incumbent LECs to maintain operating efficiency to further fair***  
 14 ***competition, and to enable the entrants to share the economic***  
 15 ***benefits of that efficiency in the form of cost-based prices. Congress***  
 16 ***also recognized that the transition to competition presents special***  
 17 ***considerations in markets served by smaller telephone companies,***  
 18 ***especially in rural areas. We are mindful of these considerations, and***  
 19 ***know that they will be taken into account by state commissions as***  
 20 ***well.***<sup>2</sup>

21 That document further stated that:

22 ***12. Section 251(c)(6) requires incumbent LECs to provide physical***  
 23 ***collocation of equipment necessary for interconnection or access to***

24 <sup>2</sup> FCC 96-325, In the Matter of Implementation of the Local Competition Provision in the

25 Telecommunications Act of 1996, First Report and Order released on August 8, 1996, pages 10 and 11.

1       ***unbundled network elements at the incumbent LEC's premises,***  
2       ***except that the incumbent LEC may provide virtual collocation if it***  
3       ***demonstrates to the state commission that physical collocation is***  
4       ***not practical for technical reasons or because of space limitations.***  
5       ***The Commission concludes that incumbent LECs are required to***  
6       ***provide for any technically feasible method of interconnection or***  
7       ***access requested by a telecommunications carrier, including***  
8       ***physical collocation, virtual collocation, and interconnection at meet***  
9       ***points. The Commission adopts, with certain modifications, some of***  
10       ***the physical and virtual collocation requirements it adopted earlier in***  
11       ***the Expanded Interconnection proceeding. The Commission also***  
12       ***establishes rules interpreting the requirements of section 251(c)(6).<sup>3</sup>***

13    According to 47 CFR, Section 51.323:

14       ***Standards for physical collocation and virtual collocation.***

15       ***a) An incumbent LEC shall provide physical collocation and virtual***  
16       ***collocation to requesting telecommunications carriers.***

17       ***b) An incumbent LEC shall permit the collocation of any type of***  
18       ***equipment used for interconnection or access to unbundled network***  
19       ***elements. Whenever an incumbent LEC objects to collocation of***  
20       ***equipment by a requesting telecommunications carrier for purposes***  
21       ***within the scope of section 251(c)(6) of the Act, the incumbent LEC shall***  
22       ***prove to the state commission that the equipment will not be***

23       <sup>3</sup> FCC 96-325, In the Matter of Implementation of the Local Competition Provisions in the  
24       Telecommunications Act of 1996, First Report and Order released on August 8, 1996, pages 16  
25       and 17.

1           ***actually used by the telecommunications carrier for the purpose of***  
 2           ***obtaining interconnection or access to unbundled network elements.***  
 3           ***Equipment used for interconnection and access to unbundled***  
 4           ***network elements includes, but is not limited to:***

5   BellSouth's response to the Petition for Emergency Relief of Supra Against  
 6   BellSouth filed on July 20, 1998, conceded that BellSouth is required to provide  
 7   physical collocation to Supra in the North Dade Golden Glades and West Palm  
 8   Beach Gardens central offices. However, that response did not enumerate any  
 9   specific reason why Supra's applications were denied by BellSouth. Even the  
 10   issue of insufficient power at the North Dade Golden Glades central office  
 11   reflected as a problem in BellSouth's response was publicly dropped by  
 12   BellSouth as a non-issue during the walk-through of that central office on July 24,  
 13   1998. If insufficient power were really an issue, BellSouth should have disclosed  
 14   to Supra the technical specifications regarding the central office power capacity  
 15   and current usage by the equipment currently deployed at that location.

16   Obviously the issue of "insufficient power" was simply another delay tactic used  
 17   by BellSouth.

18  
 19   Q. ISSUE 2: WHAT FACTORS SHOULD BE CONSIDERED IN DETERMINING  
 20   IF THERE IS ADEQUATE SPACE FOR SUPRA IN THE NORTH DADE  
 21   GOLDEN GLADES AND WEST PALM BEACH CENTRAL OFFICES?

22   A. The Commission should consider the following factors in determining if there  
 23   is adequate space for Supra or any ALEC in a BellSouth central office: 1) the  
 24   proper amount of administrative space to be utilized by BellSouth for its own  
 25   purposes; 2) the appropriate amount of space for BellSouth to reserve for its

1 own future use; and 3) whether BellSouth has utilized a design for the central  
2 offices that maximizes the opportunity for physical collocation for other  
3 telecommunications providers such as Supra. Each of these factors is  
4 addressed in the discussion below. As each of these factors is intertwined with  
5 the others, it is not necessarily appropriate to discuss them separately.

6 As stated earlier in this testimony, BellSouth's response to Supra's Petition for  
7 Emergency Relief did not offer any reason why BellSouth has denied Supra  
8 physical collocation in these two central offices. At a meeting held on June 8,  
9 1998, between BellSouth and Supra, I was informed by BellSouth that BellSouth  
10 has denied other companies physical collocation space in these central offices. I  
11 was asked why Supra is insisting that BellSouth provide 200 sq. ft. in each of  
12 these central offices. I informed those present at the meeting that it is  
13 unfortunate that those companies have chosen to accept BellSouth's reply and  
14 have simply walked away. Supra has done its due diligence to determine  
15 whether there is space for Supra to physically collocate its equipment in these  
16 central offices. Supra is determined to compete with BellSouth in the local  
17 exchange services market to bring the benefits of competition to telephone  
18 subscribers in Florida who have for too long been limited to monopoly local  
19 exchange company providers of such services. Subsequently, after all efforts at  
20 resolving this issue with BellSouth failed, Supra was left with no other choice  
21 than to file a petition for emergency relief at the Commission. As part of the  
22 emergency relief sought by Supra in its petition, Supra requested an immediate  
23 walk-through of these two central offices by Supra and the Commission staff.  
24 BellSouth agreed to permit a walk-through for Supra and Commission staff. It is  
25 interesting to note that the FCC's very recently issued Memorandum Opinion and



1 Order and Notice of Proposed Rulemaking, issued August 7, 1998, has  
2 highlighted the value of such a walk-through in these circumstances. Paragraph  
3 146 reads:

4 ***We tentatively conclude that an incumbent LEC***  
5 ***that denies a request for physical collocation due***  
6 ***to space limitations should not only continue to***  
7 ***provide the state commission with detailed floor***  
8 ***plans, but should also allow any competing***  
9 ***provider that is seeking physical collocation at***  
10 ***the LEC's premises to tour the premises.***  
11 ***Allowing competing providers to walk through a***  
12 ***LEC's premise will enable competing providers to***  
13 ***identify space that they believe could be used for***  
14 ***physical collocation. If, after the tour of the***  
15 ***premise, the incumbent LEC and competing***  
16 ***provider disagree about whether space limitations***  
17 ***at that premise make collocation impractical, both***  
18 ***carriers could present their arguments to the state***  
19 ***commission. We tentatively conclude that state***  
20 ***commissions will be better able to evaluate***  
21 ***whether a refusal to allow physical collocation is***  
22 ***justified if competing providers can view the***  
23 ***LEC's premises and present their arguments to***  
24 ***the state commission. We seek comment on***

25

1                    ***these tentative conclusions.***<sup>4</sup>

2     The walk-through was conducted on July 24, 1998. Despite Supra's request to  
3     BellSouth in advance that Supra would like the walk-through filmed by a video  
4     camcorder, BellSouth denied the request.

5             Before beginning the first walk-through, BellSouth distributed a set of floor  
6     plans for both the North Dade Golden Glades and West Palm Beach Gardens  
7     central offices. During the walk-through, it was discovered that there were errors  
8     in the floor plans distributed and BellSouth was requested by Supra and the  
9     Commission staff to prepare a revised floor plan and send copies to Supra, which  
10    BellSouth has done.

11            The walk-through clearly demonstrated that BellSouth has reserved 3,197 sq. ft.  
12    and 4,035 sq. ft. for its future use at the West Palm Beach Gardens and the North  
13    Dade Golden Glades central offices, while denying Supra's application for 200 sq. ft. in  
14    each of these central offices. BellSouth has cleverly duplicated the administrative work  
15    area so as to crowd the central office. It was discovered that over 2,000 sq. ft. was  
16    earmarked for administrative staff of only six in each of these central offices. BellSouth  
17    has installed unnecessary desks in various locations and claimed that the staff needs  
18    multiple workstations to perform unexplained tasks. To make matters worse, at the  
19    North Dade Golden Glades central office, BellSouth employees admitted to storing out-  
20    dated and unused equipment in portions of that office. A few days after the walk-  
21    through, BellSouth provided revised floor plan layouts that for the first time earmarked  
22    much of the discovered equipment storage space as future use space. Clearly,  
23    BellSouth is

24            <sup>4</sup> Federal Communication Commission Memorandum Opinion and Order and Notice of Proposed  
25            Rulemaking, adopted August 6, 1998, page 70, emphasis supplied.

1 simply attempting in bad faith to hide what is obviously usable and available  
2 space that can easily be used to satisfy Supra's requests.

3 After the walk-through, Supra attempted once again to resolve this issue  
4 with BellSouth. However, BellSouth came back to Supra with a negative  
5 response still insisting that there is no space in these two central offices for  
6 Supra. The Commission, in determining if there is adequate space for Supra in  
7 the North Dade Golden Glades and West Palm Beach central offices should  
8 adopt the specific requirements of the TA. As noted earlier in this testimony,  
9 Section 251(c)(6) requires incumbent LECs to provide physical collocation of  
10 equipment necessary for interconnection or access to unbundled network  
11 elements at the incumbent LEC's premises, except that the incumbent LEC may  
12 provide virtual collocation if it demonstrates to the state commission that physical  
13 collocation is not practical for technical reasons or because of space limitations.

14 BellSouth has not been able to advance any reason to date except that it  
15 was discovered during the walk-through of those offices that BellSouth has  
16 reserved 3,197 sq. ft. and 4,035 sq. ft. at the West Palm Beach and North Dade  
17 Golden Glades central offices, respectively, for its own future use and has denied  
18 Supra allocation of 200 sq. ft. on these grounds. In the FCC First Report and  
19 Order, paragraph 604 states:

20 ***Incumbent LECs are allowed to retain a limited amount***  
21 ***of floor space for defined future uses. Allowing***  
22 ***competitive entrants to claim space that incumbent***  
23 ***LECs had specifically planned to use could prevent***  
24 ***incumbent LECs from serving their customers***  
25 ***effectively. Incumbent LECs may not, however, reserve***

1           **space for future use on terms more favorable than those**  
2           **that apply to other telecommunications carriers seeking**  
3           **to hold collocation space for their own future use.<sup>5</sup>**

4 BellSouth has failed to mention any technical reason why it has refused Supra physical  
5 collocation in those offices except for power which objection was withdrawn by  
6 BellSouth during the walk-  
7 through.

8           Another factor that the Commission should consider in granting Supra's request  
9 is the benefit of competition to the telephone subscribers in Florida. By allowing Supra  
10 to physically collocate in those offices, the benefits of competition such as lower prices,  
11 freedom of choice, customer satisfaction and innovative services will be available to  
12 consumers much sooner.

13           In addition, Supra needs to be physically collocated in these two central offices  
14 for reasons of network efficiency. The North Dade Golden Glades and West Palm  
15 Beach Gardens central offices are tandem offices. BellSouth is fully aware that these  
16 central offices are locations where Supra can maximize its efficiency and its ability to  
17 market its services to local consumers. These central offices are high traffic offices  
18 which BellSouth knows will provide Supra direct access to a large volume of  
19 consumers. Accordingly, it is no accident that BellSouth has refused collocation at  
20 these two central offices. The reality is that BellSouth will do anything to deny its  
21 competition direct access to profitable tandem offices. Efficient and effective tandem  
22 connectivity is of utmost importance for any telecommunications carrier network as  
23 demonstrated to this Commission in earlier proceedings. As noted in the Commission's

24           <sup>5</sup> FCC 96-325, In the Matter of Implementation of the Local Competition Provisions in the

25           Telecommunications Act of 1996, First Report and Order released on August 8, 1996, page 297.

1 Order No. PSC-97-1459-FOF-TL, issued November 19, 1997:

2 **Local Tandem Interconnection**

3 ***Upon consideration of the evidence, we find that BellSouth's***  
 4 ***reluctance to provide local tandem interconnection does not***  
 5 ***comply with the Act's requirement that interconnection shall be***  
 6 ***provided at any technically feasible point. We note that we***  
 7 ***have previously ordered BellSouth to provide tandem***  
 8 ***interconnection, without qualification as to which tandem. See***  
 9 ***Order No. PSC-96-1579-FOF-TP. We believe that BellSouth has***  
 10 ***the responsibility to provide local tandem interconnection if it***  
 11 ***is requested. To the extent the only limitation is the***  
 12 ***development of the PLU factor, local tandem interconnection***  
 13 ***should be provided and no BFR process should be required.***<sup>6</sup>

14 Joint network planning meetings held between Supra and BellSouth have confirmed  
 15 that the problems noted by the Commission still exist. Discussions with other carriers  
 16 within the industry operating in the Florida market confirm that this problem still exists.  
 17 Supra is certificated by the Commission as both a local exchange carrier and an  
 18 interexchange carrier. For Supra to be able to deliver the local and long distance traffic  
 19 of its subscribers and provide advanced services in an efficient and timely manner and  
 20 be able to provide innovative, less expensive telephone service to its subscribers, Supra  
 21 must be allowed by the Commission to physically collocate in these two central offices.  
 22 Another compelling reason the Commission should consider granting Supra's request is  
 23 the need to eliminate economic barriers to competition in the local exchange services

24 <sup>6</sup> The Florida Public Service Commission Order No. PSC-97-1459-FOF-TL dated November 19,  
 25 1997, page 60. Emphasis place.

1 market. Supra is a start up telephone company that does not have the resources of a  
2 powerful, former monopoly provider like BellSouth. As noted earlier in my testimony, the  
3 Congress addressed the problems of economic barriers by mandating that the most  
4 significant economic impediments to efficient entry into the monopolized local market  
5 must be removed. Supra does not have the resources to commence the build out of a  
6 central office because of its limited space requirement. Supra needs only 200 sq. ft. in  
7 each of these two central offices and therefore to begin the build out of a new structure  
8 would be totally unreasonable and cost-prohibitive. More so, it takes time to  
9 complete such a project. However, physical collocation can save time and expense and  
10 give Supra speed to market thereby bringing the benefits of competition to the residents  
11 of Florida far more quickly.

12

13 Q. ISSUE 3: IS THERE SUFFICIENT SPACE TO PERMIT PHYSICAL COLLOCATION  
14 IN THE NORTH DADE GOLDEN GLADES AND WEST PALM BEACH CENTRAL  
15 OFFICES?

16 A. IF SO, SHOULD SUPRA'S REQUEST FOR PHYSICAL COLLOCATION IN  
17 THE NORTH DADE GOLDEN GLADES AND WEST PALM BEACH GARDENS  
18 CENTRAL OFFICES BE GRANTED?

19 B. IF NOT, WHAT OBLIGATION, IF ANY, DOES BELLSOUTH HAVE UNDER  
20 THE COLLOCATION AGREEMENT TO MAKE SPACE AVAILABLE AT THESE  
21 TWO CENTRAL OFFICES TO PERMIT PHYSICAL COLLOCATION BY  
22 SUPRA?

23 C. IF THERE IS AN OBLIGATION TO MAKE SPACE AVAILABLE TO SUPRA,  
24 HOW SHOULD THE COSTS BE ALLOCATED?

25

1 A. Yes. There is sufficient space to permit physical collocation for Supra in the North  
2 Dade Golden Glades and West Palm Beach Gardens Central Offices. The evidence in  
3 this proceeding will clearly demonstrate that fact. There are no two ways to the  
4 resolution of this petition. BellSouth clearly has enough space in these two offices. As  
5 pointed out in exhibits OAR-9 and OAR-10, BellSouth has reserved 3,197 sq. ft. and  
6 4,035 sq. ft. at the West Palm Beach Gardens and North Dade Golden Glades central  
7 offices, respectively, for its future use. At BellSouth's present growth rate, this  
8 allocation of space provides BellSouth more than ten years of future growth space while  
9 denying Supra the paltry 200 sq. ft. of space for Supra's current need. In addition to the  
10 space reserved by BellSouth for its future use in those offices, there are over 2,000 sq.  
11 ft. of unused space in each of these central offices that BellSouth has occupied with  
12 desks and tables. Supra has requested that BellSouth give up only 200 sq. ft. of that  
13 space. According to the just released FCC Memorandum Opinion and Order and Notice  
14 of Proposed Rulemaking, FCC 98-188, paragraph 64 (in part):

15 ***Such steps include offering collocation to competing***  
16 ***providers in a manner that reduces unnecessary costs***  
17 ***and delays for the competing providers and that***  
18 ***optimizes the amount of space available for collocation.***  
19 ***We conclude that measures that optimize the available***  
20 ***collocation space and that reduce costs and delays for***  
21 ***competing providers are consistent with an incumbent***  
22 ***LEC's obligation under both the statute and our rules.<sup>7</sup>***

23 BellSouth's denial of collocation space is in bad faith. BellSouth cannot identify any

24 <sup>7</sup> Federal Communication Commission Memorandum Opinion and Order, and Notice of Proposed  
25 Rulemaking, adopted August 6, 1998, page 33. Emphasis placed.

1 specific and immediate plans for use of the wasted space in these two central offices.  
2 Clearly the requirement of “specific future uses” in CFR 51.323(f)(4) means something  
3 more than BellSouth’s desire to reserve space for more than a decade of future growth,  
4 while denying ALECs space for current needs. Supra is currently negotiating with  
5 vendors to fill the requested space of 200 sq. ft. at these two central offices within the  
6 next six months. Since BellSouth can do no more than claim a nebulous, unspecified  
7 “future use” (within the next decade) for its over 7000 sq. ft. of reserved space at the  
8 North Dade Golden Glades and West Palm Beach Gardens offices, Supra’s request for  
9 collocation space should be immediately granted. This decision will profoundly affect  
10 the commencement of our facilities-based service offering to our subscribers. Supra has  
11 secured 15 collocation approvals from BellSouth, but Supra cannot continue with its  
12 network deployment until this issue is resolved. Without collocating at both the West  
13 Palm Beach Gardens and the North Dade Golden Glades central offices, the other 15  
14 offices will not be efficient. If BellSouth is claiming that it is denying Supra physical  
15 collocation at the West Palm Beach Gardens and the North Dade Golden Glades  
16 central offices because it has reserved the space solely for its own future use, then  
17 BellSouth should be directed by the Commission to allow Supra an equal amount of  
18 reserved space on the same terms that BellSouth has reserved that space for itself. 47  
19 CFR Section 51.323 (f) (4) states as follows:

20 ***an incumbent LEC may retain a limited amount of floor***  
21 ***space for its own specific future uses, provided,***  
22 ***however, that the incumbent LEC may not reserve space***  
23 ***for future use on terms more favorable than those that***  
24 ***apply to other telecommunications carriers seeking to***

25



1                   ***reserve collocation space for their own future use;***<sup>8</sup>

2   The costs of the above offering should be based on the Commission's approved  
3   collocation rates. It is very clear that there is a cost structure in place that has been  
4   approved by the Commission. BellSouth used this cost structure to bill Supra for the  
5   collocation applications it approved for the other central offices. Consequently, it is only  
6   fair that the Commission direct BellSouth to utilize such costs when calculating how  
7   much Supra is to pay for the space reservation requested for these two central offices.

8           In addition to the above, Section 51.323 (f) (3) reads:

9                   ***when planning renovations of existing facilities or***  
10                  ***constructing or leasing new facilities, an incumbent LEC***  
11                  ***shall take into account projected demand for collocation***  
12                  ***of equipment;***<sup>9</sup>

13  
14   Q. ISSUE 4: IN WHAT TIME FRAME IS BELLSOUTH REQUIRED TO PROVIDE  
15   PHYSICAL COLLOCATION TO SUPRA PURSUANT TO THE COLLOCATION  
16   AGREEMENT?

17   A. In Order No. PSC-98-0595-PCO-TP, issued April 27, 1998, the Commission affirmed  
18   its earlier Order No. PSC-96-1579-FOF-TL, issued December 31, 1996. In Order No.  
19   PSC-98-0595-PCO-TP, the Commission held:

20                  ***Upon consideration we conclude that maximum time***  
21                  ***periods for the establishment of physical collocation of***

22           <sup>8</sup> Code of Federal Regulations, telecommunications, 47, Parts 40 to 69, Subpart D, Section  
23           51.323 (f) (4), page 33. Emphasis placed.

24           <sup>9</sup> Code of Federal Regulations, telecommunications, 47, Parts 40 to 69, Subpart D, Section 51.323  
25           (f) (3), page 33. Emphasis placed.

1            **three months and virtual collocation of two months are**  
2            **reasonable for ordinary conditions. If MCI and BellSouth**  
3            **cannot agree to the required time for a particular**  
4            **collocation request, BellSouth must demonstrate why**  
5            **additional time is necessary.**<sup>10</sup>

6 BellSouth has not demonstrated to Supra in any way or fashion why it cannot meet the  
7 three month time frame. I also want to note the conclusion of the Commission in Order  
8 No. PSC-97-1459-FOF-TP, issued November 19, 1997, on collocation:

9            **Based on the evidence presented, we find that the primary**  
10           **problem with physical collocation is that no requests have**  
11           **been implemented. The intervenors presented evidence that**  
12           **BellSouth has been unsuccessful in meeting the required**  
13           **timeframes in its agreements. To date, only one physical**  
14           **collocation arrangement has been completed, and the evidence**  
15           **demonstrates that, at this time, BellSouth is not providing**  
16           **physical collocation to ALECs in a manner that is at parity with**  
17           **the manner in which it provides physical collocation to itself or**  
18           **its affiliates. BellSouth has not demonstrated why it cannot**  
19           **meet the timeframes set by this Commission or those set forth**  
20           **in its arbitrated agreements with MCI and AT&T, as required by**  
21           **Order No. PSC-96-1579-FOF-TP.**<sup>11</sup>

22           <sup>10</sup> Florida Public Service Commission Order No. PSC-96-1579-FOF-TP issued in Dockets Nos.  
23           960833-TP, 960846-TP and 960916-TP on December 31, 1996.

24           <sup>11</sup> Florida Public Service Commission Order No. PSC-97-1459-FOF-TL issued November 19,  
25           1997, pages 56 and 57. Emphasis placed.

1 From the above, it is clear that the onus lies upon BellSouth to justify why BellSouth is  
2 taking longer to implement Supra's collocation requests as compared to requests from  
3 itself and its affiliates. The evidence in the above proceeding established the fact that  
4 BellSouth has not been fair to collocators. As noted earlier in this testimony, BellSouth  
5 is in violation of 47 CFR, Section 51.323(j) by refusing to allow collocators to participate  
6 in the process of selecting contractors to be used in constructing the very network  
7 infrastructure that the collocator will use. Supra finds this highly unreasonable on the  
8 part of BellSouth and would propose that the Commission sanction BellSouth to prevent  
9 these abuses.

10

11 Q. ISSUE 5: PURSUANT TO THE COLLOCATION AGREEMENT, WHAT  
12 TELECOMMUNICATIONS EQUIPMENT CAN AND WHAT TELECOMMUNICATIONS  
13 EQUIPMENT CANNOT BE PHYSICALLY COLLOCATED IN BELLSOUTH'S CENTRAL  
14 OFFICES?

15 A. BellSouth has absolutely no right whatsoever to limit the types of equipment that  
16 Supra can collocate in BellSouth's central offices in any physical collocation  
17 arrangement. Section III, paragraph A. of the Collocation Agreement executed on July  
18 24, 1997, between Supra and BellSouth states in part:

19 ***Nature of Use: BellSouth shall permit Interconnector to place,***  
20 ***maintain and operate in the Collocation Space any equipment***  
21 ***that Interconnector is authorized by BellSouth and by Federal***  
22 ***or State regulators to place, maintain and operate in***  
23 ***collocation space and that is used by Interconnector to***  
24 ***provide services which Interconnector has the legal authority***

25

1 **to provide.**<sup>12</sup>

2 After my meeting with BellSouth on June 8, 1998, Supra received a letter from  
3 BellSouth's Mr. Marcus Cathey dated June 19, 1998 titled "Enhanced Service  
4 Provider." A copy of that letter is attached and marked as exhibit OAR-12. On receipt  
5 of that letter, I contacted Mr. Cathey to attempt to resolve the problems between Supra  
6 and BellSouth. I was given the same BellSouth answer that Supra must accept  
7 BellSouth's position as final and non-negotiable. He also informed me that all of Supra's  
8 collocation approvals would limit the type of equipment allowed in BellSouth's central  
9 offices. Therefore, it was not a surprise when the approval for physical collocation at  
10 one of BellSouth's central offices was released on June 30, 1998 with the following  
11 clause:

12 ***Supra's placement of the equipment listed on its***  
13 ***Application is based upon Supra's assurance and***  
14 ***contractual agreement to utilize such equipment only for***  
15 ***the provision of telecommunications services. Such***  
16 ***contractual obligation is a material term and condition***  
17 ***to the acceptance of a Bona Fide Firm Order. BellSouth***  
18 ***does not currently permit the collocation of enhanced***  
19 ***services equipment. If any of the equipment listed on***  
20 ***Supra's Application and Firm Order Document (BSTEI-1-***  
21 ***P) provides enhanced services as defined in the Code of***  
22 ***Federal Regulations, Supra will not be permitted to***

23 <sup>12</sup> Collocation Agreement By and Between BellSouth Telecommunications, inc. and Supra  
24 Telecommunications and Information Systems, inc., executed on July 24, 1997, page 4.

25 Emphasis placed.

1 ***place such equipment within a BellSouth location.***<sup>13</sup>

2 A copy of this letter is attached as exhibit OAR-13. Supra replied to Mr. Cathey's letter  
3 via a letter signed by me, dated July 1, 1998, a copy of which is attached as OAR -14.

4 In that letter, Supra requested clarification from BellSouth as to what section of the  
5 Interconnection Agreement would be violated by Supra performing information services.

6 To date BellSouth has been unable to identify a single provision of the Interconnection  
7 Agreement that prohibits the provision of information services.

8 On receipt of my letter attached as exhibit OAR -14, Mr. Cathey called and left a  
9 message on my voice mail that BellSouth's legal department was reviewing that letter  
10 because they had not previously heard of the argument I advanced in that letter.

11 Part 47 of the Code of Federal Regulations, Section 51.100 (b) provides in pertinent  
12 part as follows:

13 ***A telecommunications carrier that has***  
14 ***interconnected or gained access under sections***  
15 ***251(a)(1), 251(c)(2), or 251(c)(3) of the Act, may***  
16 ***offer information services through the same***  
17 ***arrangement, so long as it is offering***  
18 ***telecommunications services through the same***  
19 ***arrangement as well.***<sup>14</sup>

20 Consequently, Supra received a letter from Mr. Cathey conveying a partial agreement

21 <sup>13</sup> BellSouth Application Response for Physical Collocation Including Service Interconnection (SI)  
22 and Expanded Interconnection Service (EIS), signed by Ms. Nancy Nelson, dated 06/30/98.  
23 Emphasis placed.

24 <sup>14</sup> Code of Federal Regulations, telecommunications, 47, Parts 40 to 69, Subpart B, Section  
25 51.100 (b), page 21. Emphasis placed.

1 with our position. A copy of the letter is attached and marked as exhibit OAR – 15. That  
2 letter reads in part:

3 ***BellSouth will permit the placement of equipment in the***  
4 ***physical collocation arrangement where such***  
5 ***equipment is utilized for the purposes of providing***  
6 ***telecommunication services through interconnection or***  
7 ***through access to unbundled network elements. Where***  
8 ***that equipment can also provide Information services,***  
9 ***the telecommunications carrier may offer information***  
10 ***services through the same arrangement, so long as it is***  
11 ***also offering telecommunications services through the***  
12 ***same arrangement.***<sup>15</sup>

13 BellSouth at this point made a public announcement of this change in its policy,  
14 apparently prompted by Supra's efforts. A copy is attached as OAR-16.

15 Supra sent a letter dated August 17, 1998, to BellSouth to address these issues. A  
16 copy of the letter is attached and marked as exhibit OAR-17. Supra's letter addressed  
17 the following three issues: (1) the time for completing Supra's network infrastructure  
18 work, which according to BellSouth can only be performed by contractors chosen by  
19 BellSouth; (2) the type of equipment Supra will be allowed to place in its collocation  
20 space; and (3) the right to obtain combinations of unbundled network elements.

21 BellSouth sent a reply letter dated August 21, 1998. A copy regarding the time issues is  
22 attached as OAR-18. This response did not explain the reasons for BellSouth's  
23 inability to turn over the collocation space to Supra within three months as approved by  
24 the Commission. BellSouth's reply to the other two issues were addressed in a letter

25 <sup>15</sup> Exhibit OAR-15, BellSouth's Mr. Cathey letter dated July 14, 1998.

1 also dated August 21, 1998, a copy of which is attached as OAR –19. According to this  
2 second letter, BellSouth will not authorize the placement of remote access  
3 concentrators in the physical collocation space occupied by Supra.  
4 In Supra’s Firm Order Confirmation submitted to BellSouth, Supra has proposed to use  
5 the Ascend TNT switches which perform the functions of concentration. One key to  
6 switching and network design is concentration. A local switching exchange  
7 concentrates traffic. The concept of concentration reduces the number of switching  
8 paths or links within the exchange and the number of trunks connecting the local  
9 exchange to other exchanges. A switch also performs the function of expansion to  
10 provide all subscribers served by the exchange with access to incoming trunks and local  
11 switching paths. The Ascend TNT switches (or remote access concentrator equipment)  
12 which BellSouth has denied Supra the right to physically collocate are an integral part of  
13 establishing an efficient telecommunications network necessary to perform  
14 telecommunication services that are free from the network blockages and insufficient  
15 trunking capability that have plagued ALECs trying to compete with BellSouth in the  
16 local loop market.

17 BellSouth’s denial of physical collocation for the Ascend switches is inappropriate  
18 for two reasons. First, BellSouth assumes that 47 CFR Section 51.100(b) must be read  
19 so narrowly as to mean that each item of equipment placed in the central office must  
20 physically be able to perform basic telecommunications services before BellSouth is  
21 obligated to allow collocation of that particular piece of equipment. BellSouth’s  
22 interpretation of 47 CFR Section 51.100(b) seeks to narrowly constrain and frustrate the  
23 purpose and intent of that section and the TA. Accordingly, this Commission should  
24 reject BellSouth’s interpretation of 47 CFR Section 51.100(b) and interpret that section  
25 to require physical collocation of an ALEC’s network, without regard to each particular

1 item of equipment, so long as the entire physically collocated network provides both  
2 telecommunications services and information services.

3 Second, BellSouth ignores the fact that the Ascend equipment for which  
4 BellSouth has denied physical collocation can be used for both information services and  
5 telecommunications services. Indeed, it is believed that BellSouth itself has used  
6 remote access concentrators of another brand in its telecommunications network.  
7 The Ascend equipment for which BellSouth has denied Supra physical collocation will  
8 enable concentration of both voice and data and thus will reduce the total number of  
9 trunk connections with BellSouth's equipment, thereby reducing the potential for  
10 network blockage and helping to alleviate BellSouth's professed lack of available trunk  
11 connections.

12 As noted by the Commission in its Order No. PSC-97-1459-FOF-TL dated  
13 November 19, 1997:

14 **Network Blockage and End Office Trunking**

15 ***Regarding the complaints about blockages on the network, although***  
16 ***TCG does have the responsibility to inform BellSouth via forecasts***  
17 ***and regular communication, BellSouth must assume the***  
18 ***responsibility for trunk capacity requirements on its network. The***  
19 ***evidence in the record indicates that both parties need to improve***  
20 ***communications with respect to potential fluctuations in traffic. The***  
21 ***evidence also indicates that BellSouth has not complied with the***  
22 ***parity requirement in the Act regarding end office trunking. In order***  
23 ***to comply with this provision, we believe that BellSouth must***  
24 ***provide ALECs with more frequent and better data on their traffic***  
25 ***over BellSouth's network. BellSouth must be able to demonstrate***



1        ***that any blockages experienced by ALECs are not excessive in***  
2        ***comparison to the blockages experienced by BellSouth. Finally,***  
3        ***BellSouth and the ALECs must work together to improve***  
4        ***communications between each other. In addition, BellSouth must***  
5        ***provide data sufficient to show that blockage levels are comparable***  
6        ***between BellSouth and ALEC traffic.***

7        **Local Tandem Interconnection**

8        ***Upon consideration of the evidence, we find that BellSouth's***  
9        ***reluctance to provide local tandem interconnection does not comply***  
10       ***with the Act's requirement that interconnection shall be provided at***  
11       ***any technically feasible point. We note that we have previously***  
12       ***ordered BellSouth to provide tandem interconnection, without***  
13       ***qualification as to which tandem. See Order No. PSC-96-1579-FOF-***  
14       ***TP. We believe that BellSouth has the responsibility to provide local***  
15       ***tandem interconnection if it is requested. To the extent the only***  
16       ***limitation is the development of the PLU factor, local tandem***  
17       ***interconnection should be provided and no BFR process should be***  
18       ***required.***

19  
20       **Two Way Trunking and Percent Local Usage Factor**

21       ***Upon consideration of the evidence, we find that BellSouth is not in***  
22       ***compliance with the requirements of the Act regarding requests for***  
23       ***two way trunking. As stated above, we believe that BellSouth should***  
24       ***allow the use of a surrogate PLU, and not allow data collection to***  
25       ***delay implementation of ALEC agreements. We note that BellSouth's***

1           ***interconnection agreement with TCG provides for the use of a***  
2           ***surrogate PLU until sufficient data has been collected to calculate***  
3           ***one. In addition, we find it noteworthy that TCG witness Hoffmann***  
4           ***stated that BellSouth had provided TCG with a PLU for use in***  
5           ***calculating end usage, and that TCG was not experiencing problems***  
6           ***with the PLU.*** <sup>16</sup>

7 It is as a result of our effort to eliminate the problems of network blockage and end  
8 office trunking, local tandem interconnection, and two way trunking that Supra has  
9 decided to invest sufficiently in equipment that would help with the concentration of its  
10 subscriber traffic. Supra does not understand why BellSouth is against Supra using this  
11 device to solve the problems enumerated above. As a matter of fact, during planning  
12 meetings held with BellSouth, BellSouth employees have stated that BellSouth lacks  
13 sufficient trunks at its tandem offices to satisfy Supra's trunking requirements. Since the  
14 Ascend switches that BellSouth has denied physical collocation will help eliminate this  
15 problem, one can only conclude that BellSouth's refusal to allow physical collocation of  
16 the Ascend switches is a deliberate attempt to interfere with Supra's ability to compete  
17 with BellSouth on an equal basis. Reduced to its most basic level, it is clear that  
18 BellSouth is simply attempting to ensure that Supra will experience network blockages,  
19 notwithstanding the fact that some of Supra's equipment will be collocated in  
20 BellSouth's central offices. It is clear that BellSouth's true motivation is simply to  
21 prevent Supra from providing quality telecommunications services. Supra cannot afford  
22 to fail its subscribers during periods of critical need. Therefore, the Commission should  
23 look beyond BellSouth's arguments in this regard, as BellSouth simply wants to create

24           <sup>16</sup> The Florida Public Service Commission Order No. PSC-97-1459-FOF-TL issued November 19,  
25           1997, pages 59 to 60. Emphasis placed.

1 problems for Supra the same way they have created problems for other service  
2 providers.

3

4 Q. ISSUE 6: WHAT RELIEF, IF ANY SHOULD THE COMMISSION ORDER FOR  
5 SUPRA OR BELLSOUTH?

6 A. The Commission should order BellSouth to immediately grant Supra's physical  
7 collocation applications for both the North Dade Golden Glades and West Palm each  
8 Gardens central offices. The Commission should order BellSouth to comply with the  
9 Commission's physical collocation time line of three months as contained in Order No.  
10 PSC-98-0595-PCO-TP of April 27, 1998 or allow Supra to select the contractors that will  
11 construct its collocation arrangements in BellSouth's central offices. Moreover, Supra  
12 should be allowed to physically collocate all of the equipment for which Supra has  
13 requested physical collocation. The Commission should further order BellSouth to  
14 remove all unnecessary desks, tables and storage space in its central offices and permit  
15 Supra to utilize some of this wasted space in BellSouth's central offices.

16 The Commission should also order BellSouth to stop wasting the time of other  
17 ALECs and CLECs and should encourage this by sanctioning BellSouth for its conduct  
18 in this matter. The Commission should also require BellSouth to begin the filing of  
19 quarterly space utilization reports for all the BellSouth central offices. The Commission  
20 should also order BellSouth to be more responsive to Supra's present and future  
21 requests.

22

23 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

24 A. Yes and thank you.

25

1           Q       (By Ms. Summerlin) Mr. Ramos, would you  
2 give us your summary of your testimony?

3           A       Thank you very much.

4                    Good morning, Honorable Commissioners,  
5 Staff, witnesses, distinguished ladies and gentlemen.

6                    Commissioners, here we are again in your  
7 presence because of the ongoing difficulties Supra has  
8 experienced in its efforts to physically collocate in  
9 BellSouth's central offices.

10                   Section 251(c)(6) of the Telecommunications  
11 Act of 1996 specifies the collocation obligations of  
12 ILECs as follows: "Collocation - The duty to provide,  
13 on rates, terms, and conditions that are just,  
14 reasonable, and nondiscriminatory, for physical  
15 collocation of equipment necessary for interconnection  
16 or access to unbundled network elements on the  
17 premises of the local exchange carrier, except that  
18 the carrier may provide for virtual collocation if the  
19 local exchange carrier demonstrates to the State  
20 Commission that physical collocation is not practical  
21 for technical reasons or because of space  
22 limitations."

23                   Now, BellSouth has failed to abide by the  
24 provisions of the Telecommunications Act of 1996,  
25 Section 51.323(f)(4) in Part 47 of the CFR, terms and

1 conditions of the Supra/BellSouth Collocation  
2 Agreement, such that Supra has been severely impaired  
3 in its efforts to provide innovative local, long  
4 distance, and Internet telecommunications services to  
5 all Florida communications subscribers.

6 On June 30, 1998, the day the Commissioners  
7 voted on the Staff's recommendation in Docket No.  
8 980119, Supra's Petition for Emergency Relief against  
9 BellSouth, Supra had no choice than to file a new  
10 Petition for Emergency Relief against BellSouth on  
11 collocation related matters.

12 Allow me to digress for a moment to convey  
13 the circumstances that led to the filing of this  
14 complaint by Supra. On May 2, 1998, Supra submitted  
15 its applications to BellSouth for physical  
16 collocation. On May 6, 1998, BellSouth's Ms. Nancy  
17 Nelson rejected three of the applications, North Dade  
18 Golden Glades, Miami Palmetto, and West Palm Beach  
19 Gardens, because according to her, BellSouth did not  
20 have space available for physical collocation at those  
21 central offices. Please see Exhibit OAR-1.

22 Ms. Nelson did not follow BellSouth's much  
23 publicized procedure before rejecting those  
24 applications. Please refer to Exhibit OAR-11,  
25 BellSouth's response to Supra's first set of

1 interrogatories, Item No. 13. Ms. Nelson merely  
2 relied upon a list of offices which BellSouth claimed  
3 it had prior exemptions. According to BellSouth,  
4 BellSouth has exemptions for 33 offices in all its  
5 nine states. This is a list of the offices that  
6 BellSouth claims that it has exemptions, without  
7 actually getting any exemption from any of the State  
8 Commissions in accordance with Section 251(c)(6).

9 Of critical consideration is the dates of  
10 the applications and the date of Ms. Nelson's E-mail  
11 response, a response period of only three days. She  
12 got the applications on May 2nd, which was a  
13 Saturday. By May 6th she had replied that they had no  
14 space. That means she had already made up her mind  
15 that she was not going to grant space in those  
16 offices.

17 After denying physical collocation, the  
18 E-mail response then suggested that Supra accept  
19 virtual collocation. As you know, virtual collocation  
20 is not in Supra's best interest. As a matter of fact,  
21 after receipt of that E-mail, Supra contacted  
22 Ms. Sally Simmons of the Public Service Commission  
23 about this particular issue, and she even advised that  
24 in a virtual collocation environment, Supra must be  
25 allowed by BellSouth to place its switching equipment,

1 because by BellSouth's definition of virtual  
2 collocation, you are not allowed to place switching  
3 equipment in a virtual collocation environment.

4 And so we said, "Okay. If you want us to  
5 take virtual collocation, we are prepared to do that,  
6 but if you're going to allow us to place our switching  
7 equipment in that environment," and they said no, that  
8 the only thing you can place in a virtual collocation  
9 environment is just transmission equipment that  
10 BellSouth would maintain.

11 Realizing the potential danger to Supra's  
12 planned network, Supra requested an explanation as to  
13 why there was no space in requested offices.  
14 BellSouth responded by claiming that it had waivers of  
15 physical collocation granted by this Commission. That  
16 was a false thing BellSouth told us. They said that  
17 they had physical collocation waivers granted by the  
18 Florida Public Service Commission.

19 After researching the matter, Supra  
20 discovered that no such waivers had ever been granted  
21 and confronted BellSouth with these findings.  
22 BellSouth only stated that they would look into the  
23 matter further.

24 When Supra was not provided an immediate  
25 and forthright explanation as to why BellSouth had

1 denied physical collocation, we contacted Ms. MaryRose  
2 Sirianni of the Florida Public Service Commission by  
3 way of a letter dated May 18, 1998, requesting  
4 assistance in resolving this collocation issue with  
5 BellSouth. Please refer to Exhibit OAR-2. A few days  
6 later, Ms. Sirianni informed me that she could not get  
7 BellSouth to reconsider its position and advised Supra  
8 to try again to resolve the dispute with BellSouth.

9           Consequently, Commissioners, I flew to  
10 Birmingham to meet with BellSouth on June 8, 1998, in  
11 Alabama to once again to ask BellSouth to reconsider  
12 its collocation denial. At that meeting, I was  
13 informed that BellSouth had denied other companies  
14 physical collocation space in these central offices.  
15 I advised those present that it was unfortunate that  
16 other companies have chosen to accept BellSouth's  
17 reply and simply walked away; however, Supra would not  
18 accept this response.

19           Supra is determined to compete with  
20 BellSouth in the local exchange services market and to  
21 bring the benefits of competition to telephone  
22 subscribers in Florida who have for too long been  
23 limited to monopoly providers of such services.

24           Mr. Cathey then sent a letter dated June  
25 18, 1998, in which he indicated that floor space for



1 physical collocation was unavailable in the North Dade  
2 Golden Glades and West Palm Beach Gardens central  
3 offices. Please see Exhibit OAR-3. Mr. Cathey then  
4 based his denial of collocation on the exemptions  
5 which BellSouth had received in 1993 from the FCC.

6 Commissioners, you will recall that not  
7 only was the Expanded Interconnection Services  
8 proceeding effectively manipulated and controlled by  
9 ILECs at that time, but that order has been superseded  
10 by the Telecommunications Act of 1996.

11 Subsequently, after all efforts at  
12 resolving this issue failed, Supra was left with no  
13 other choice than to file a Petition for Emergency  
14 Relief at this Commission.

15 Based on BellSouth's answers to  
16 Interrogatories Nos. 2, 3, 4, and 5, which are marked  
17 Exhibits OAR-4, 5, 6, and 7 respectively, BellSouth  
18 has reserved well over 3,197 square feet of space in  
19 North Dade Golden Glades and 4,035 square feet of  
20 space in the West Palm Beach central office  
21 respectively. Mr. Nilson of Supra will demonstrate  
22 beyond any reasonable doubt that BellSouth has  
23 reserved more than 2,000 square feet of extra space in  
24 those offices on top of the figures I quoted earlier,  
25 3,192 and 4,035.

1                   Exhibit OAR-8 shows that BellSouth  
2                   currently occupies at least 82% of the available space  
3                   in these two central offices. For BellSouth to have  
4                   reserved the remaining 18% of these two central  
5                   offices for its own future use is completely  
6                   inappropriate based on the requirements of the TA and  
7                   CFR.

8                   BellSouth has claimed that its capacity  
9                   grows at an annual rate of 5%. At a 5% growth rate,  
10                  BellSouth's annual needs in the West Palm Beach and  
11                  North Golden Glades offices is approximately 600 and  
12                  700 square feet respectively. At BellSouth's present  
13                  growth rate, this allocation of space provides  
14                  BellSouth more than ten years of future growth, while  
15                  denying a paltry 200 square feet equipment footprint  
16                  space needed for Supra's current needs.

17                  Neither the TA nor the CFR allows BellSouth  
18                  to deny physical collocation in either of these  
19                  offices for the reasons used by BellSouth, which is,  
20                  we have no space. Supra finds it incredibly  
21                  frustrating and anticompetitive for BellSouth to be  
22                  able to force Supra to litigate each and every issue  
23                  involved in Supra's effort to compete with BellSouth  
24                  in the local exchange services market. Such  
25                  unnecessary litigation not only wastes both Supra and

1 this Commission's time and resources, but ultimately  
2 causes Florida telephone subscribers to suffer.

3 In this regard, BellSouth's litigation  
4 tactics not only deny consumers the benefits of free  
5 competition, but in the long run, consumers eventually  
6 pay BellSouth's litigation expenses by way of rate  
7 hikes and monopoly profits. Supra does not enjoy such  
8 an advantage and must bear its own litigation  
9 expenses. Indeed, as a BellSouth customer, which  
10 Supra is, by necessity, Supra ultimately helps  
11 BellSouth pay for BellSouth's anticompetitive  
12 litigation tactics, which is an irony.

13 Commissioners, BellSouth's policies  
14 regarding collocation have been designed and  
15 implemented in a way that impede competition.  
16 BellSouth's method of calculating collocation time  
17 frame and costs are simply barriers to entry.  
18 BellSouth's method of implementing physical  
19 collocation, especially the provisioning time frame  
20 and the requirement that walls be physically  
21 constructed around the ALEC's equipment is simply  
22 another tactic designed to delay and discourage  
23 competitors from physically collocating in BellSouth's  
24 central offices. There is very compelling evidence in  
25 this proceeding to support these allegation.

1                   One of the fundamental goals of the TA is  
2 promote innovation and investment by all participants  
3 in the telecommunications industry for the benefit of  
4 subscribers. BellSouth has effectively killed these  
5 ideals of the TA. For example, BellSouth requires  
6 ALECs to pay \$3,850 just to find out how much  
7 BellSouth will charge the ALEC to collocate in a  
8 central office. Then the ALEC must agree to pay  
9 unreasonable collocation costs quoted by a BellSouth  
10 certified contractor who was chosen by BellSouth.  
11 BellSouth will not certify new contractors and will  
12 not allow the ALEC to procure any other contractor.

13                   Thereafter, BellSouth hides behind alleged  
14 building code restrictions in order to force potential  
15 collocators into unnecessary construction costs.  
16 These costs would almost certainly be unnecessary if  
17 ALECs were allowed to select their own contractors and  
18 deal with the local municipalities regarding code  
19 requirements.

20                   The inevitable result is to inhibit  
21 competitors from seeking to collocate. That is not  
22 the approach the TA intended. The entire process is  
23 so daunting that quite a number of ALECs have decided  
24 to stay away from any type of collocation arrangement.  
25 Please refer to ALTS and Supra's comments in CC Docket

1 98-147, which is the current FCC proceeding on  
2 deployment of advanced wire line services.

3 In response to Supra's Interrogatory Item  
4 No. 10, Exhibit OAR-11, BellSouth provided a step by  
5 step detail of the processes currently utilized by  
6 BellSouth when a request for physical collocation is  
7 received. An ALEC seeking physical collocation is not  
8 permitted to participate in any of the over 24 issues  
9 BellSouth has first set forth as being required to be  
10 dealt with prior to granting physical collocation.

11 These issues involve five of BellSouth's  
12 interdepartmental representatives together with  
13 BellSouth's certified contractors, but not the ALEC.  
14 BellSouth has exclusive control over the determining  
15 factors of space availability in any central office,  
16 space design, application for permits, and contractor  
17 selection.

18 In response to Supra's Interrogatories No.  
19 65 and 66, BellSouth has admitted that rather than  
20 using a competitive process fitting the space,  
21 BellSouth simply turns the project over to one of its  
22 preselected contractors. No competitive bidding is  
23 permitted, and the ALEC cannot assume the  
24 responsibility of preparing the space in order to  
25 reduce its costs. BellSouth's approach is in

1 violation of 47 CFR, Section 51.323(j), as well as  
2 BellSouth's own internal procedures which require  
3 competitive bidding on all projects exceeding \$2,500.  
4 BellSouth's approach is not only a callous display of  
5 indifference to ALECs and the TA, but also an  
6 irresponsible waste of an ALEC's money. It is not  
7 BellSouth's money, so why bother.

8 In addition, BellSouth is claiming that it  
9 cannot complete the network infrastructure work for  
10 collocation space within three months despite this  
11 Commission's ruling in Order No. PSC-98-0596-PCO-TP,  
12 April 27, 1998, affirming Order No.  
13 PSC-96-1579-FOF-TL, December 31, 1996. BellSouth has  
14 not demonstrated to Supra or this Commission why it  
15 requires additional time beyond the three-month time  
16 frame mandated by this Commission.

17 According to Mr. Bloomer's Late-filed  
18 Deposition Exhibit JDB-3, it takes BellSouth  
19 contractors between two to four weeks to complete  
20 BellSouth's network construction work. It takes them  
21 two to four weeks to complete their own network  
22 construction work; whereas, for the ALECs, three  
23 months is an impossible task; whereas, ALECs are  
24 denied expedition because, according to BellSouth,  
25 this would lead to preferential treatment of ALECs

1 that have greater resources. Please refer to  
2 BellSouth's response to Supra's Interrogatories No. 63  
3 and 64, wherein BellSouth states, "To permit expedite  
4 of requests would provide preferential access to space  
5 and shared resources to the ALEC with the largest  
6 account."

7           Apparently BellSouth does not apply this  
8 procedure to itself, since BellSouth, with the  
9 ultimate deep pockets, gives itself expedited and  
10 preferential treatment in provisioning its own  
11 collocation requests.

12           Commissioners, BellSouth has absolutely no  
13 right whatsoever to limit the types of equipment that  
14 Supra can collocate in BellSouth's central offices in  
15 any physical collocation arrangement. Supra's primary  
16 line of business is the provision of location exchange  
17 telecommunications service, as evidenced by its  
18 current service to residential and business telephone  
19 subscribers. Please refer to Exhibit OAR-12. That  
20 letter is in complete violation to Part 47 CFR  
21 51.100(b). Please refer to pages 31 and 35 of my  
22 direct testimony, where I extensively discussed the  
23 type and purpose of the equipment that BellSouth is  
24 denying Supra to physically collocate.

25           BellSouth's rejection of this equipment is

1 also in direct violation of BellSouth's Collocation  
2 Handbook, which is a BellSouth internal collocation  
3 training manual. In that manual, it is stated there  
4 that ALECs must be allowed by BellSouth to collocate  
5 remote terminals, equipment, personal computers, and  
6 modems for the effective monitoring of their network.

7           Commissioners, it is impossible to expect  
8 any type of competition to develop in the local  
9 exchange services market when every start-up ALEC like  
10 Supra must fight a mighty battle over every single  
11 detail regarding the resale of BellSouth's services or  
12 the provisioning of services through a  
13 facilities-based network. Only a monopoly can behave  
14 in the manner in which BellSouth behaves.

15           Facilitating collocation is clearly not  
16 BellSouth's objective. An ILEC, who only has business  
17 to lose, will certainly take every opportunity to  
18 inflate prices and build roadblocks in order to  
19 discourage competitors. BellSouth's economic  
20 self-interest may be understandable, but its effects  
21 on Florida's consumers is contrary to the provisions  
22 and intents of the TA.

23           No one has more clearly articulated the  
24 nature and degree of the ILEC's advantage than  
25 BellSouth itself did when seeking to compete as a new



1 local exchange provider in New Zealand, and I quote  
2 from that particular submission.

3 "The timing" -- these are BellSouth's own  
4 words. "The timing of, terms and conditions for, and  
5 pricing of interconnection determine which firms  
6 capture available rents. Hence, the dominant  
7 incumbent, if it fails to accept the benefits that  
8 flow from a competitive market, can and will  
9 reasonably use interconnection negotiations to delay  
10 and restrict the benefits of competition. This  
11 enables it to perpetuate the rents that it obtains as  
12 a successor to a monopoly franchise at the expense of  
13 competition and innovation. A dominant incumbent can  
14 limit both the scale and scope of its competitors,  
15 raising their costs and restricting their product  
16 offerings.

17 "In addition, it can divide -- it can  
18 divert or delay competition and innovation to protect  
19 its current revenues and give itself time to prepare  
20 and to introduce similar products or services by  
21 exercising control over standards for connect and  
22 local numbers. It has very powerful incentives to  
23 include monopoly rents in the price of complementary  
24 network services in order to perpetuate and increase  
25 its monopoly profits. It similarly has very powerful

1 incentives to reduce the ability of its competitors to  
2 claim market share."

3           Commissioners, the above clearly sums up  
4 BellSouth's policy towards competition, its attitudes  
5 towards Supra to date and other ALECs, and the  
6 complete strangle-hold which BellSouth has over  
7 telecommunications subscribers within this state.  
8 BellSouth understands the importance of physical  
9 collocation to ALECs and has itself referred to  
10 collocators as companies who want to take away more of  
11 our business. That is BellSouth's definition of  
12 physical collocators.

13           Supra asks this Commission to order  
14 BellSouth to immediately grant Supra's request for  
15 physical collocation at both the North Dade Golden  
16 Glades and West Palm Beach central offices.

17           This Commission should also order BellSouth  
18 to remove all unnecessary desks, tables, and storage  
19 space in these COs in order to permit Supra to utilize  
20 some of this wasted space.

21           Supra also asks this Commission to order  
22 BellSouth to comply with the three-month time frame  
23 period for physical collocations which this Commission  
24 established in prior proceedings, or in the  
25 alternative, to allow Supra to control both the

1 selection of contractors and the handling of local  
2 code enforcement authorities.

3 This Commission should further order  
4 BellSouth to allow Supra to collocate all of the  
5 equipment for which Supra has requested physical  
6 collocation.

7 This Commission should also require  
8 BellSouth to begin filing quarterly space utilization  
9 reports for all of BellSouth's central offices.

10 Finally, this Commission should order  
11 BellSouth to be more responsive to Supra's present and  
12 future requests and reprimand and sanction BellSouth  
13 for wasting the time of this Commission, Supra, and  
14 other ALECs by acting in bad faith on the collocation  
15 issue.

16 Commissioners, the TA, and in particular,  
17 Section 261(c) of that Act, asks you to please free  
18 consumers and competitors from BellSouth's  
19 monopolistic chains. Supra respectfully requests that  
20 you satisfy that request by granting the relief sought  
21 in this proceeding.

22 Thank you very much.

23 MS. SUMMERLIN: We tender the witness for  
24 cross examination.

25 COMMISSIONER DEASON: Ms. White?

1 MS. WHITE: Thank you.

2 CROSS EXAMINATION

3 BY MS. WHITE:

4 Q Mr. Ramos, my name is Nancy White. I  
5 represent BellSouth Telecommunications.

6 I would like to start off first with a  
7 couple of questions about your summary.

8 You made a lot of statements in your  
9 summary about the prices that Supra is required to pay  
10 for physical collocation. Now, in this case you're  
11 not contesting those prices, are you?

12 A It depends on what you're talking about,  
13 ma'am.

14 Q Well, are the prices that Supra pays for  
15 physical collocation from BellSouth an issue in this  
16 proceeding?

17 A It is not an issue identified in this  
18 proceeding.

19 Q The prices that Supra pays BellSouth for  
20 physical collocation are contained in the Collocation  
21 Agreement that you signed with BellSouth; isn't that  
22 correct?

23 A That's very correct, ma'am.

24 Q Now, in your testimony you also talked  
25 about a 5% growth rate that BellSouth has and

1 translated that into how much square feet that would  
2 mean for a central office. Do you recall that?

3 A That's very correct.

4 Q What does that 5% growth rate include?

5 A That includes, you know, the projections  
6 that you have presented to all of us here on your  
7 switching requirements and your frames requirements.  
8 That's what the 5% includes.

9 Q So you took -- is that the late-filed  
10 exhibit to Mr. Milner's deposition?

11 A Yes.

12 Q So you took all that information, and you  
13 determined that it was a 5% growth rate?

14 A That's correct.

15 Q Can you tell me how you did that?

16 A Mr. Nilson will be able to expand further  
17 on that.

18 Q Okay. Now, in your testimony, you state  
19 that BellSouth's collocation process is so daunting  
20 that it keeps ALECs away. Do you recall that?

21 A That's very correct.

22 Q And the basis for this statement is that  
23 you have personally spoken with different ALECs; is  
24 that correct?

25 A That's very correct.

1 Q Can you tell me who you spoke with?

2 A I have had private discussions with a lot  
3 of -- a number of ALECs.

4 And also, in this proceeding, 98-147, the  
5 FCC proceeding, ALTS and Supra has filed comments in  
6 that proceeding. If you look at the ALTS comments,  
7 you know, you will see the kind of things I'm talking  
8 about there.

9 Q Can you tell me who you spoke with?

10 A I cannot disclose that. Those are private  
11 discussions.

12 Q So are you refusing to answer my question?

13 A I have not refused to answer your question,  
14 ma'am. I've answered your question.

15 Q Then who have you spoken with?

16 A I have spoken to quite a number of people,  
17 a number of ALECs in this industry. And like I also  
18 said to you, that ALTS and Supra has filed comments in  
19 the Docket 98-147, and those comments specifically  
20 address the issues that relates to collocation and  
21 unbundled network elements.

22 MS. WHITE: Commissioner Deason, if  
23 Mr. Ramos will not answer my question, then I would  
24 like to move to strike the sentence on page 8 of his  
25 direct testimony beginning on line 22 and going

1 through line 24, since I'm not allowed to investigate  
2 the basis for that statement.

3 COMMISSIONER DEASON: Ms. White, I  
4 understand. Your objection is denied. He has  
5 answered your question. The fact that he's not able  
6 to identify the specific persons will go to the weight  
7 of his testimony, and it will stand.

8 MS. WHITE: And I would just make it clear  
9 that he can identify. He just won't, is what I  
10 believe he's saying.

11 COMMISSIONER DEASON: And I understand  
12 that. I think the record is clear.

13 Q (By Ms. White) Now, Supra has submitted 17  
14 applications for physical collocation in BellSouth's  
15 Florida central offices; is that right?

16 A That's very correct. It's more than 17.  
17 So far Supra has submitted 23 applications.

18 Q Supra has submitted only three  
19 applications?

20 A No. I said more than 17. Supra --

21 Q Oh, I'm sorry.

22 A -- so far has submitted 23 applications.

23 Q Okay. And out of those 23 applications or  
24 23 offices in which Supra wants to collocate, how many  
25 has BellSouth said we don't have space?

1           A       So far, as far as I know, the initial 17,  
2 BellSouth said we don't have space in two of those  
3 offices. And those two offices are very, very  
4 important to us, the North Dade Golden Glades and the  
5 West Palm Beach. They are tandem offices, and both  
6 those offices interconnect all the traffic in those  
7 two counties.

8           Q       Is it your position, Mr. Ramos, that  
9 BellSouth is denying Supra collocation in these two  
10 particular offices because BellSouth does not want  
11 Supra to compete in the tandem offices?

12          A       Partly, yes.

13          Q       And what's the basis for that statement?

14          A       Well, if you look at the 271 proceeding,  
15 BellSouth's 271 proceeding in front of this Commission  
16 last year, a lot of the ALECs, MCI, AT&T, ICI, TCG,  
17 all of them complained about tandem interconnection.  
18 That's one issue. And the fact that -- the fact  
19 remains that in those two offices, there's no physical  
20 collocation or even virtual collocation in those two  
21 offices at this point in time.

22          Q       Excuse me. Is it your testimony that  
23 there's no virtual collocation in North Miami Golden  
24 Glades or the West Palm Beach Gardens offices?

25          A       At this point in time as I'm speaking like



1 this, there's no physical -- there's no virtual  
2 collocation in North Golden Glades.

3 Q But there is virtual collocation in West  
4 Palm Beach Gardens, is there not?

5 A For one provider.

6 Q One provider?

7 A That's correct.

8 Q Now, I'm still not quite sure whether I got  
9 my question answered. I asked you what was the basis  
10 for your belief, your position that BellSouth is  
11 denying Supra physical collocation in these two  
12 specific offices because BellSouth doesn't want to  
13 compete in these tandem offices?

14 A Like I said, first of all, we have seen in  
15 this proceeding there is enough space in those  
16 offices. The mere fact that BellSouth has denied  
17 physical collocation in those offices based on the  
18 fact that BellSouth has reserved ten years of space  
19 for its own future use, that's enough reason to make  
20 any reasonable person believe that BellSouth does not  
21 want to give access to Supra in those tandem offices.

22 Q Okay. Of the initial 17 applications that  
23 Supra made for physical collocation, besides Golden  
24 Glades and West Palm Beach Gardens, were there any  
25 other tandem offices?

1 A That's correct, yes.

2 Q And was that tandem office Orlando  
3 Magnolia?

4 A That's correct, Orlando Magnolia.

5 Q And did BellSouth tell Supra it did not  
6 have space in Orlando Magnolia?

7 A No.

8 Q So BellSouth is not going to try to keep  
9 Supra out of Orlando Magnolia based on the fact that  
10 there's no space, are they?

11 A Can you come again, please?

12 Q Yes. BellSouth is not refusing Supra to  
13 physically collocate in the Orlando Magnolia office,  
14 which is a tandem office?

15 A That's correct.

16 Q Now, it's your position that BellSouth  
17 deliberately duplicated the work areas in these two  
18 central offices so that Supra would not have space to  
19 physically collocate.

20 A Yes.

21 Q Isn't that correct?

22 A That's very correct.

23 Q And you believe that BellSouth deliberately  
24 brought in extra chairs, tables, desks, computer  
25 terminals in these offices just so that there would be

1 no room for Supra to collocate; is that correct?

2 A It would seem so to any reasonable person,  
3 ma'am.

4 Q I'm sorry. I didn't understand your  
5 answer.

6 A That would seem correct to any reasonable  
7 person, ma'am.

8 Q And you don't know how long the desks,  
9 chairs, tables, and computer terminals that are in  
10 these two offices have been in these two offices, do  
11 you?

12 A I don't know.

13 Q Now, Section 3, Paragraph A of the  
14 Collocation Agreement says that BellSouth shall permit  
15 Supra to place, maintain, and operate equipment that  
16 Supra is authorized by BellSouth and by federal or  
17 state regulators to place, maintain, and operate;  
18 would you agree?

19 A That's correct.

20 Q Now, Supra wants to place a piece of  
21 equipment called an Ascend TNT; is that right?

22 A That's correct.

23 Q And I think we can both agree that  
24 BellSouth has not authorized Supra to place this  
25 equipment in their physical collocations.

1           A     Come again, please?

2           Q     I think we can agree that BellSouth has not  
3 authorized Supra to place the Ascend TNT in its  
4 physical collocations.

5           A     That's correct.

6           Q     And another piece of equipment that Supra  
7 wants to place is called a Cisco, C-i-s-c-o, remote  
8 access concentrator?

9           A     That's correct.

10          Q     Now, would you agree that the Florida  
11 Public Service Commission has not addressed the issue  
12 of what equipment is allowed to be placed in a central  
13 office with regard to a physical collocation?

14          A     That's a very interesting question.

15                 I think you know, we're beginning to  
16 isolate this equipment, the Ascend TNT in isolation.  
17 We need to talk about that equipment in isolation.

18                 Two things. First of all, in Supra's  
19 physical collocation arrangement --

20                 MS. WHITE: Commissioner Deason, I hate to  
21 interrupt, but all I asked him is whether he agreed  
22 that the Florida Commission had not reached a decision  
23 or considered this issue before, and he said -- well,  
24 I don't think I got a yes or a no answer.

25                 COMMISSIONER DEASON: Mr. Ramos, you need

1 to answer the question yes or no, and then if you need  
2 to briefly explain that, please do so.

3 WITNESS RAMOS: Okay. Thank you, sir.

4 No, that's true, the Public Service  
5 Commission has not addressed that issue. But the  
6 point is that to be a telecommunications service  
7 provider, which, of course, you know, is the same  
8 thing that BellSouth does today, Supra wants to  
9 collocate switching equipment, Class 5 switches, Class  
10 4 switches for its long distance traffic, as well as  
11 enhanced services equipment that will allow us to  
12 provide Internet access, Internet service to our  
13 subscribers. So what Supra is asking for is within  
14 the scope of 51.100(b) of the CFR.

15 Q (By Ms. White) Okay. So Supra's position  
16 is basically that Supra should be allowed to put any  
17 kind of equipment in BellSouth's central office in a  
18 physical collocation arrangement that it wants;  
19 correct?

20 A That's correct, ma'am.

21 Q And for your basis for that, you look at 47  
22 Code of Federal Regulations, Section 51.100(b); is  
23 that right?

24 A Yes.

25 Q And do you have a copy of that with you?

1           A     I do.

2           Q     Now, that says -- let me get to my own  
3 copy. That says that a telecommunications carrier  
4 that has interconnected or gained access under  
5 Sections 251(a)(1), 251(c)(2), or 251(c)(3) of the  
6 Telecommunications Act may offer information services  
7 through the same arrangement as long as it is offering  
8 telecommunications services through the same  
9 arrangement as well. Did I read that correctly?

10          A     That's very correct.

11          Q     Now, interconnection or access via physical  
12 collocation is contained in Section 251(c)(6) of the  
13 Telecommunications Act; isn't that correct?

14          A     That's correct.

15          Q     Now, isn't it true that 47 Code of Federal  
16 Regulations, Section 51.323(c) states that nothing  
17 requires an incumbent local exchange company to permit  
18 collocation of equipment used to provide enhanced  
19 services?

20          A     That's correct, but the proviso, the rider  
21 in that particular issue is the fact that that section  
22 is trying to discourage pure enhanced service  
23 providers to come and collocate equipment in a central  
24 office. So the distinguishing fact between Supra  
25 Telecommunications and a pure ISP is that Supra offers

1 basic telecommunications service.

2 Q And by ISP, you mean Internet service  
3 provider?

4 A That's correct.

5 Q Okay. And then you would agree with me  
6 that 47 Code of Federal Regulations 51.5 defines  
7 physical collocation as enabling an ALEC to use  
8 collocated equipment to provide telecommunications  
9 services?

10 A That's correct.

11 Q And the Act defines telecommunications  
12 services and information services, doesn't it?

13 A The what?

14 Q The Act does; right?

15 A Yes.

16 Q Okay. Now, let's talk about this equipment  
17 for a few minutes. It's Supra's position that the  
18 Ascend TNT can be used to provide both information  
19 services and telecommunications services?

20 A That's very correct, ma'am.

21 Q What is the Ascend TNT?

22 A The Ascend TNT is a combination of modem  
23 banks full of modems, which BellSouth also has in its  
24 own central office, as well as switching equipment.

25 Q Okay.

1           A       That's what the Ascend TNT is all about.  
2       And Mr. Nilson will be able to give you very, very  
3       good details.

4                    COMMISSIONER JACOBS:  I'm sorry.  Did you  
5       say modem banks?

6                    WITNESS RAMOS:  Yes, modem banks.

7                    COMMISSIONER JACOBS:  So it combines the  
8       modem bank and the frame?

9                    WITNESS RAMOS:  Yes, a combination of,  
10       because the modem banks, really what they're used for  
11       is that modem banks -- you will see later in the  
12       video, Commissioners, that BellSouth has modem banks  
13       also in its own central office.  And what they use the  
14       modem banks for is to call into the switch, to dial  
15       into the switch so that you have access to that  
16       switch, and then you can maintain the switch.  You can  
17       route your calls and, you know, be able to better  
18       perform good services to your subscribers.  That's  
19       what it's all about.

20                   Q       (By Ms. White)  Okay.  Can you use -- let  
21       me try this before I go further.  Are you testifying  
22       in the capacity of the network expert today?

23                   A       The what?

24                   Q       A network expert.  Are you testifying in  
25       the capacity of a network expert?



1           A     Oh, no, no, no, no, no, no, not yet.  Not  
2 yet, Nancy.

3           Q     So Mr. Nilson would be the right person to  
4 go into more detail on the --

5           A     I think so.

6           Q     On the equipment?

7           A     Yes, I believe so.

8           Q     The Ascend TNT and the Cisco remote access  
9 concentrator?

10          A     You're perfectly correct.

11          Q     Okay.  Now, does Supra intend to provide  
12 Internet service through its physically collocated  
13 equipment?

14          A     That's correct.

15          Q     And it's also Supra's position that  
16 BellSouth is not providing physical collocation to  
17 Supra in parity with what it provides to BellSouth's  
18 affiliates?

19          A     That's very correct, ma'am.

20          Q     Now, one of the bases for that statement is  
21 that BellSouth collocates its equipment for voice mail  
22 and Internet in BellSouth's central offices, but won't  
23 let Supra do the same; correct?

24          A     That's correct.

25          Q     And would you agree that there are FCC

1 orders concerning comparably efficient  
2 interconnection, open network architecture, Computer  
3 Inquiry III, where the FCC said we won't require  
4 BellSouth to allow collocation of nonaffiliated  
5 enhanced service providers if a certain pricing  
6 standard is used?

7 A Can you come again with that question,  
8 please?

9 Q Yes. Are you familiar with the FCC orders  
10 concerning comparably efficient interconnection?

11 A Very well.

12 Q Okay. And don't those orders say that an  
13 incumbent local exchange company is not required to  
14 allow collocation of its -- of nonaffiliated enhanced  
15 service provider equipment if a certain pricing  
16 standard is used?

17 A If a what?

18 Q Certain pricing standard is used.

19 A Well, can I tell you my own interpretation  
20 of that whole arrangement and the open network  
21 architecture?

22 Q I'm just looking to see whether you're  
23 aware of these orders and if that's what they say.

24 A I'm aware of the orders, but I'm not aware  
25 of what you claim that it said.

1 Q Okay.

2 A Shall I tell you what it said, what the  
3 order says?

4 Q What you think it says, yes, you may do  
5 that.

6 A Okay. This CEI filing was done during the  
7 course of Computer III proceedings, as well as the ONA  
8 proceedings. And in Paragraph 11 of CC Docket No.  
9 95-20 -- can I get a copy of that, please?

10 Paragraph 11 of that order is very, very  
11 clear on this issue. It states that whatever  
12 collocation agreement or arrangement a Bell operating  
13 company or an ILEC has reached with its affiliate, it  
14 must, it must allow that kind of arrangement to be  
15 given or provided to other service providers.

16 Q And what number order is this?

17 A 95-20, Paragraph 11.

18 MS. WHITE: May I approach the witness?  
19 May I approach the witness? (Tendering document.)

20 WITNESS RAMOS: Is that it? That's it.  
21 That's it, yes.

22 Q (By Ms. White) Now, it's your contention  
23 that Paragraph 11 of Order -- I believe it's Order  
24 98-8 released on January 30, 1998, says --

25 A Let me --

1 Q I'm sorry?

2 A Maybe you can read it out openly, the whole  
3 paragraph.

4 Q Well, it's a long paragraph, but are you  
5 saying that's the paragraph that says incumbent local  
6 exchange companies have to allow collocation of  
7 nonaffiliated enhanced service provider equipment?

8 A That's correct.

9 Q All right.

10 MS. SUMMERLIN: May I interrupt? Nancy, if  
11 it's useful, I will go ahead and offer this, you know,  
12 if you want to make this a cross examination exhibit,  
13 and we can give the copies that we have.

14 MS. KEATING: Staff would certainly  
15 appreciate a copy.

16 MS. SUMMERLIN: Okay. We'll do that.

17 MS. WHITE: Because this is not one where  
18 we took official recognition, so that's where I was a  
19 little confused.

20 Q (By Ms. White) Do you have another copy of  
21 this with you, Mr. Ramos?

22 A Yes, I do.

23 Q Okay. Can you read that paragraph and tell  
24 me where in that paragraph it says that if BellSouth  
25 allows collocation of its affiliated enhanced service

1 provider equipment, it has to allow physical  
2 collocation of unaffiliated enhanced service provider  
3 equipment? Because I'm just not seeing it.

4 A You want to read the entire thing, or do  
5 you want me to read it?

6 Q Well, you can read it. I've read it, and  
7 the Commissioners have it in front of them. You're  
8 looking at Paragraph 11; right?

9 A Yes.

10 Q I don't see that it says what you say it  
11 says, and I'm asking you to show me where it says what  
12 you claim.

13 A It's implied there.

14 Q It's implied?

15 A Yes, but it's there. It's there.

16 Q Okay. Where in the paragraph is it?

17 A Okay. Line 2, "The ONA phase was intended  
18 to broaden a BOC's unbundling obligations beyond those  
19 required in the first phase. ONA plans explain how a  
20 BOC will unbundle and make available to unaffiliated  
21 ESPs network services in addition to those the BOC  
22 uses to provide its own enhanced services offerings."

23 Q Okay. And it's your testimony that that is  
24 the language that requires physical collocation of  
25 nonaffiliated enhanced service providers?

1           A       That's correct.

2           Q       Okay. Just for ease of record and to  
3 lessen confusion, maybe we should go on and identify  
4 this as an exhibit. It's FCC Order No. 98-8 released  
5 on January 30, 1998, in CC Docket No. 95-20 and CC  
6 Docket No. 98-10.

7                   COMMISSIONER DEASON: It will be identified  
8 as Exhibit 21.

9                   (Exhibit 21 marked for identification.)

10           WITNESS RAMOS: And if I may also add,  
11 Supra is not merely relying on this particular order  
12 in its request for the physical collocation of its  
13 enhanced services equipment. We're also relying on  
14 51.100(b) for that purpose as well.

15           Q       (By Ms. White) 58.100(b) that we talked  
16 about --

17           A       51.100(b), yes. We're also relying on  
18 that as well.

19           Q       Okay. Now, in FCC -- do you have FCC Order  
20 No. 98-188 with you?

21           A       Yes, I do.

22           Q       It's on the official recognition list, but  
23 I don't know what number. Is that numbered 18 on the  
24 official recognition list?

25           A       Yes.

1           Q        Could you turn to Paragraph 132 of that  
2 order? And if you could just read that paragraph to  
3 yourself, you don't have to read it out loud.

4           A        132?

5           Q        132.

6           A        Yes.

7           Q        Now, doesn't that paragraph say that the  
8 FCC tentatively concludes that it should continue to  
9 decline to require collocation of equipment used to  
10 provide enhanced services? Isn't that the second  
11 sentence of Paragraph 132?

12          A        Yes.

13          Q        Mr. Nilson, I wanted to ask you something  
14 else -- I'm sorry. Mr. Ramos, I wanted to ask you --

15          A        Sorry. Before you go on --

16          Q        Sure.

17          A        Sorry. Before you go on, this particular  
18 sentence or line that you've shown me should not be  
19 construed as the basis for this, Supra's argument,  
20 because, like I've always pointed out to you, what  
21 this paragraph is talking about is provision of  
22 collocation space to pure enhanced service providers.  
23 Supra is not an enhanced service provider.

24          Q        Well, you've already testified that Supra  
25 is going to provide Internet service over the

1 equipment physically collocated in BellSouth's central  
2 offices; correct?

3 A That's correct.

4 Q And isn't Internet service an enhanced or  
5 information service?

6 A Ma'am --

7 Q Is it or is it not?

8 A It is. But you have to look at the context  
9 of the Internet service in the total  
10 telecommunications package we're talking about. We're  
11 talking about local, long distance, and Internet.  
12 It's just like asking a long distance provider who  
13 wants just to collocate because it wants to gain  
14 access to your tandem equipment. You wouldn't do  
15 that. You wouldn't allow that.

16 So because of that fact, what Supra is  
17 saying is that Supra is a local telecommunications  
18 provider, and because of that basis, we're asking for  
19 allowance for that particular service.

20 Q Now, I believe in your summary, you also  
21 testified that a Staff member by the name of Ms. Sally  
22 Simmons told you that you could collocate switching  
23 equipment in virtual collocation arrangements?

24 A That's correct.

25 MS. WHITE: I'm going to have to ask Staff



1 that if Ms. Simmons is available, I might have to ask  
2 her a couple of questions on that, but we can talk  
3 about that offline.

4 MS. KEATING: I don't think that  
5 Ms. Simmons is available, and Staff would object to  
6 having her called as a witness in this case. She  
7 hasn't filed testimony.

8 The comment to which Mr. Ramos has referred  
9 I believe is taken out of context. It was not a sworn  
10 statement. And Staff would move to object -- I mean  
11 to strike the statement, or the reference to  
12 Ms. Simmons.

13 MS. WHITE: And that's fine. I guess  
14 you're disavowing the statement.

15 MS. SUMMERLIN: Commissioners, first of  
16 all, I would have to object to the Staff attorney  
17 talking about the testimony or the potential testimony  
18 of another Staff person, because that's a pretty  
19 difficult position to put anybody into.

20 I think that what Mr. Ramos has said is  
21 what his understanding of his interaction with  
22 Ms. Simmons is, and if --

23 MS. WHITE: I'll move on.

24 MS. SUMMERLIN: -- Ms. White does not think  
25 that --

1 MS. WHITE: I'll move on.

2 COMMISSIONER DEASON: She's going to move  
3 on.

4 MS. WHITE: I'll move on.

5 MS. SUMMERLIN: Okay.

6 Q (By Ms. White) I just have a last couple  
7 of questions, Mr. Ramos.

8 You created Supra two years ago, a year and  
9 a half ago, is that correct, Supra Information and  
10 Telecommunications Systems?

11 A No, not a year and a half ago.

12 Q Okay. When did you create it?

13 A In 1983.

14 Q 1993?

15 A '83.

16 Q '83. But what has it done -- when did you  
17 first begin providing telecommunications services in  
18 the State of Florida under the name of Supra?

19 A July '97.

20 Q July '97?

21 A Yes.

22 Q Prior to that date, did you have any  
23 practical experience with the public switch network?

24 A Yes, I did.

25 Q And what was that?

1 A In Nigeria, way back in Nigeria.

2 Q Okay. What was that experience in Nigeria?

3 A I have always been -- I've always been a  
4 telecommunications service provider, even up to now,  
5 you know, selling telecommunications equipment. And  
6 also I have been very, very actively involved with the  
7 Nigeria Telecommunications Commission, NITA.

8 Q Okay. What kind of telecommunications  
9 equipment did you sell?

10 A Radios and base stations.

11 Q And who did you sell those to?

12 A The Nigeria government and some other  
13 private corporations, including Dade County in the  
14 U.S. here.

15 MS. WHITE: Okay. Thank you. That's all I  
16 have.

17 COMMISSIONER DEASON: Staff?

18 MS. KEATING: Staff has no questions for  
19 this witness.

20 COMMISSIONER DEASON: Commissioners?

21 Redirect?

22 MS. SUMMERLIN: Commissioners, I just have  
23 one point on -- or actually two things on redirect.

24 But one thing is, we have located the  
25 98-188 excerpts that we had, and since Ms. White has

1 referred to them, what I would like to do is to  
2 identify this as an exhibit, which would be No. 22,  
3 just for the point of allowing Mr. Ramos to respond to  
4 Ms. White's question regarding what he believes this  
5 order represents in terms of what kinds of equipment  
6 the FCC has tentatively concluded can be collocated.

7 MS. WHITE: This is Order No. 98-188?

8 MS. SUMMERLIN: Yes.

9 MS. WHITE: Well, the whole thing is in the  
10 -- well, it's on the official recognition list. I  
11 have a copy of the whole order and copies of it if you  
12 want the whole thing.

13 MS. SUMMERLIN: Okay. Well, I've just got  
14 a couple of pages. I got copies of that. Whatever  
15 you want to do. I mean, I just wanted to give him the  
16 opportunity --

17 MS. WHITE: That's fine.

18 MS. SUMMERLIN: -- to point that out. Do  
19 you have this?

20 WITNESS RAMOS: Yes, I do.

21 REDIRECT EXAMINATION

22 BY MS. SUMMERLIN:

23 Q Mr. Ramos, in this 98-188, did the FCC  
24 address the issue of what it has tentatively concluded  
25 regarding what types of equipment a competitive local

1 exchange company should be allowed to physically  
2 collocate as -- or should be permitted to physically  
3 collocate by an ILEC --

4 A Yes.

5 Q -- in relation to what the ILEC permits its  
6 affiliate company that provides enhanced services?

7 A That's correct.

8 Q And do you know where in this order it is,  
9 that response, and can you point it out?

10 Do you have a copy of Paragraph 129?

11 A Okay.

12 Q Does that paragraph address what your  
13 position is on this?

14 A Yes. 129? You're talking about Paragraph  
15 129?

16 Q Yes.

17 A Yes.

18 Q What sentence or two in that would address  
19 your position in response to what Ms. White has been  
20 asking you about?

21 A "We tentatively conclude that incumbent  
22 LECs should not be permitted to impede competing  
23 carriers from offering advanced services by imposing  
24 unnecessary restrictions on the type of equipment that  
25 competing carriers may collocate."

1           And that's the point I've been trying to  
2           emphasize early on which I want BellSouth to get. I  
3           want BellSouth to understand that Supra is a  
4           competitor of BellSouth. This 129 specifically talks  
5           about competing carriers. An ISP is not a competing  
6           carrier of BellSouth's.

7           So there are two different issues we're  
8           talking about here. If BellSouth is talking about,  
9           you know, Internet service providers, Supra should not  
10          be classified as Internet service provider just on its  
11          own. Supra is a competing carrier to BellSouth. And  
12          for that particular purpose, it's clear here that 129  
13          states that BellSouth -- all ILECs must not be  
14          permitted to impede competing carriers from offering  
15          advanced services by imposing unnecessary restrictions  
16          on the type of equipment that competing carriers may  
17          collocate.

18           Q       Mr. Ramos, does the last sentence in that  
19          paragraph address the specific issue?

20           A       Yes.

21           Q       Would you just give that last sentence?

22           A       Okay. "We tentatively conclude that if an  
23          incumbent LEC chooses to establish an advanced  
24          services affiliate, the incumbent LEC must allow  
25          competing LECs to collocate to the same extent as the

1 incumbent LEC allows its advanced services affiliate  
2 to collocate equipment in order to meet its existing  
3 obligation to provide collocation on nondiscriminatory  
4 terms and conditions."

5 Q Okay. I just have one other question.

6 Ms. White was asking you earlier on did you  
7 know how long ago the desks were put into these  
8 central offices. Is your position that BellSouth has  
9 not actively sought to remove unnecessary desks and  
10 workstations in order to maximize the space available  
11 for physical collocation?

12 A That's my position, ma'am.

13 And also, if I may also add to that, in  
14 some of the BellSouth internal documents that we've  
15 gotten, they said that if the time comes and they need  
16 space in those offices, they are going to remove those  
17 desks.

18 MS. SUMMERLIN: No further questions.

19 COMMISSIONER DEASON: Exhibits?

20 MS. SUMMERLIN: Commissioners, we did  
21 identify this as 22; is that right?

22 COMMISSIONER DEASON: No, I didn't.

23 MS. SUMMERLIN: Okay. May I ask to have  
24 this excerpt of 98-188 identified as No. 22, please?

25 COMMISSIONER DEASON: It will be so

1 identified.

2 (Exhibit 22 marked for identification.)

3 MS. WHITE: BellSouth would move Exhibit  
4 21.

5 COMMISSIONER DEASON: Without objection,  
6 Exhibit 21 is admitted.

7 (Exhibit 21 received in evidence.)

8 MS. SUMMERLIN: And Supra would ask to move  
9 Exhibit 22.

10 COMMISSIONER DEASON: Without objection,  
11 Exhibit 22 is admitted.

12 (Exhibit 22 received in evidence.)

13 COMMISSIONER DEASON: What about Composite  
14 20?

15 MS. SUMMERLIN: Yes, Supra would also ask  
16 to move Composite Exhibit 20.

17 COMMISSIONER DEASON: Without objection,  
18 Composite Exhibit 20 also is admitted.

19 (Exhibit 20 received in evidence.)

20 COMMISSIONER DEASON: Thank you, Mr. Ramos.

21 WITNESS RAMOS: Thank you, sir.

22 COMMISSIONER DEASON: We'll take a  
23 ten-minute recess.

24 (Short recess.)

25 COMMISSIONER DEASON: Call the hearing back



1 to order.

2 Ms. Summerlin, you may call your next  
3 witness.

4 MS. SUMMERLIN: Yes, sir. Supra would call  
5 Dave Nilson.

6 - - - - -

7 DAVID NILSON

8 was called as a witness on behalf of Supra  
9 Telecommunications and Information Systems and, having  
10 been first duly sworn, testified as follows:

11 DIRECT EXAMINATION

12 BY MS. SUMMERLIN:

13 Q Mr. Nilson, would you please give your name  
14 and address for the record.

15 A My name is David A. Nilson. My address is  
16 2620 Southwest 27th Avenue, Miami, Florida, 33133.

17 Q Mr. Nilson, did you prefile direct  
18 testimony in this proceeding consisting of 11 pages  
19 and rebuttal testimony of 22 pages?

20 A I did.

21 Q Would your answers to the questions in both  
22 of those testimonies be the same if I asked you the  
23 questions here this morning again?

24 A Yes, ma'am.

25 Q Okay. Do you have any changes or

1 corrections to your testimony?

2 A Yes, ma'am, one correction on my rebuttal  
3 testimony.

4 Q Okay.

5 A On page 15, line 4, where the line says  
6 "Supra witness Dillon's," that is incorrect. It  
7 should say "Supra witness Graham's rebuttal  
8 testimony."

9 MS. SUMMERLIN: Okay. All right. I would  
10 ask that Mr. Nilson's direct and rebuttal testimony be  
11 inserted into the record as though read.

12 COMMISSIONER DEASON: Without objection,  
13 they shall be so inserted.

14 Q (By Ms. Summerlin) Mr. Nilson, did you  
15 prefile one exhibit with your testimony, your rebuttal  
16 testimony that's identified as DAN-RT1?

17 A Yes, ma'am.

18 Q Okay. Did you prepare this exhibit?

19 A Yes.

20 MS. SUMMERLIN: Okay. I would ask that  
21 Mr. Nilson's prefiled exhibit that's identified as  
22 DAN-RT1 be identified for the record.

23 COMMISSIONER DEASON: It will be identified  
24 as Exhibit 23.

25 (Exhibit 23 marked for identification.)

1           Q       (By Ms. Summerlin) Mr. Nilson, before we  
2 go ahead into your summary, let me ask you, did you  
3 also prepare personally two late-filed exhibits in  
4 response to the Staff's request at your deposition in  
5 this case?

6           A       Yes, I did.

7           Q       Okay. The first late-filed exhibit, is  
8 that identified as DAN-1, and it's titled "Space  
9 Available for Collocation"?

10          A       Yes, ma'am. It consists of eight pages.

11          Q       And this was already moved into the record  
12 earlier when we moved in the deposition transcript.

13                   Is this exhibit a diagram of the space that  
14 Supra believes is available in the two central offices  
15 that we've been talking about in this case?

16          A       Yes, it is. It's based on -- the floor  
17 plans are based on exhibits filed with Mr. Bloomer's  
18 testimony.

19          Q       Okay. And we will send these around in  
20 just one second. I want to identify your second  
21 late-filed exhibit that's identified as DAN-2. Is  
22 this exhibit the projections of Supra's needs for  
23 future space?

24          A       More specifically, it's our projections in  
25 response to a question asked by the Staff to issue

1 projections placed on the equipment, power, and  
2 frames that we would seek to collocate beyond our  
3 initial collocation applications.

4 Q Okay. This projections exhibit, is this  
5 considered proprietary by Supra?

6 A Yes, it is.

7 MS. SUMMERLIN: Okay. We have filed a  
8 notice of intent for specified confidential  
9 classification for this particular exhibit, and we'll  
10 deliver copies to everybody right now of these two  
11 exhibits, because we're going to proceed and discuss  
12 the -- or let Mr. Nilson do his summary on the  
13 diagram.

14 (Document distributed.)

15 Q (By Ms. Summerlin) Mr. Nilson, this poster  
16 exhibit that you have over here to your left, or to  
17 your right, I guess, is this an exhibit that's  
18 supposed to match up with your diagram of the two  
19 central offices?

20 A Yes. The files that were used to print the  
21 8-1/2 by 11 color copies you have in front of you were  
22 sent to our printer. The identical files were used to  
23 produce the large exhibits behind me.

24

25

1 SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

2 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

3 DIRECT TESTIMONY OF DAVID A. NILSON

4 DOCKET NO. 980800-TP

5 September 10, 1998

6

7

8 Q. PLEASE STATE YOUR NAME AND ADDRESS

9 A. My name is David A. Nilson. My business address is 2620 SW 27<sup>th</sup> Avenue, Miami,  
10 Florida 33133.

11

12 Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

13 A. I am the Vice President of Systems Design and Interconnection of Supra  
14 Telecommunications & Information Systems, Inc. ("Supra").

15

16 Q. PLEASE DESCRIBE YOUR BACKGROUND AND WORK EXPERIENCE

17 A. I have been an electrical engineer for the past 25 years, with the last 21 years spent  
18 in management level positions in engineering and quality control departments. In 1976,  
19 after spending two years working in the microwave industry producing next generation  
20 switching equipment for end customers such as AT&T Long Lines and ITT, I was part of  
21 a three man design team that produced the world's first microwave integrated circuit.  
22 This job involved extensive work with various government agencies. At that time, our  
23 design was considered the "holy grail" of the microwave industry and was placed in  
24 production for AT&T within 30 days of its creation. This job also involved  
25 communications equipment design work with various government entities covered by

1 US Department of Defense security restrictions. I spent several years in quality control  
2 management, monitoring and troubleshooting manufacturing process deviations, and  
3 serving as liaison and auditor to our regulatory affairs with the government. I spent 14  
4 years in the aviation industry designing communications systems, both airborne and  
5 land based, for various airlines and airframe manufacturers worldwide. This included  
6 custom designed hardware originally designed for the Pan American Airlines call  
7 centers, and the HF long range communications system controllers used on Air Force  
8 One and Two and other government aircraft. In this job I was also responsible for  
9 validation and design testing, and FAA system conformance testing. Since 1992 I have  
10 been performing network and system design consulting for various industry and  
11 government agencies. I am the principal architect of Supra's ATM backbone network  
12 and our central office design. I am the certified technical contact of record between  
13 BellSouth and Supra for the fifteen central offices for which we placed firm order  
14 confirmations, and for the eight other central offices currently under application or  
15 appeal.

16

17 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

18 A. The purpose of my testimony is to address the issues identified in this proceeding.

19 My testimony will provide additional information regarding Supra's business relationship  
20 with BellSouth and BellSouth's failure to deal with Supra in good faith.

21

22 Q. HOW IS YOUR TESTIMONY STRUCTURED?

23 A. I will address all the issues identified in this proceeding.

24

25

1 Q. IS BELL SOUTH REQUIRED TO PROVIDE PHYSICAL COLLOCATION IN THE  
2 NORTH DADE GOLDEN GLADES AND WEST PALM BEACH GARDENS CENTRAL  
3 OFFICES PURSUANT TO THE COLLOCATION AGREEMENT BETWEEN  
4 BELL SOUTH AND SUPRA?

5 A. Absolutely yes. BellSouth has not contested this issue at all.

6

7 Q. WHAT FACTORS SHOULD BE CONSIDERED IN DETERMINING IF THERE IS  
8 ADEQUATE SPACE FOR SUPRA IN THE NORTH DADE GOLDEN GLADES AND  
9 WEST PALM BEACH GARDENS CENTRAL OFFICES?

10 A. When reviewing the growth figures presented by BellSouth and the inconsistencies in  
11 those numbers, and when one compares the various fillings made by BellSouth on  
12 space reserved for future use, it becomes apparent that BellSouth's position on these  
13 issues is untenable. In a letter dated June 18, 1998, to Supra and signed by  
14 BellSouth's Mr. Cathey, BellSouth stated that it had filed petitions for waiver for  
15 exemption from the requirement of physical collocation with the Federal  
16 Communications Commission for the North Dade Golden Glades central office on  
17 February 16, 1993, and for the West Palm Beach Gardens central office on November  
18 18, 1993. In those applications, BellSouth requested permission from the FCC to  
19 reserve 2,100 sq. ft. and 1,000 sq. ft. of space at the West Palm Beach Gardens and  
20 North Dade Golden Glades central offices, respectively, for its future use. The FCC  
21 apparently granted BellSouth these exemptions based on nothing more than affidavits  
22 filed by BellSouth's employees that there was no space available in any given central  
23 office.

24 On July 24, 1998, before the walk-through of the North Dade Golden Glades  
25 central office, BellSouth distributed floor plans for both the North Dade Golden Glades

1 and West Palm Beach Gardens central offices. Marked on those floor plans are areas  
2 that BellSouth has designated for its own future use. Overall, BellSouth has earmarked  
3 3,544 sq. ft. and 4,796 sq. ft. at the West Palm Beach Gardens and the North Dade  
4 Golden Glades central offices, respectively, for its own future use. Not only does Supra  
5 believe this was inappropriate, but BellSouth appears to have contradicted itself. In  
6 1993, BellSouth informed the FCC that there was only 2,100 sq. ft. and 1,000 sq. ft.  
7 available at the West Palm Beach Gardens and North Dade Golden Glades central  
8 offices, respectively, and BellSouth intended to keep all of that space for itself.  
9 However, no other party or company was allowed to verify those figures. The entire  
10 process was effectively controlled by BellSouth as BellSouth was in a position to  
11 provide whatever information it desired.

12 In BellSouth's West Palm Beach Gardens petition for waiver filed in 1993,  
13 BellSouth stated:

14 **Garden CO, West Palm Beach, Florida. There are four**  
15 **switches and associated peripheral equipment**  
16 **(consisting of polling equipment, circuit equipment, DC**  
17 **power and main distribution frame) located in the**  
18 **Garden CO. BellSouth has reserved 2100 square feet**  
19 **for projected growth of the switches over a two-year**  
20 **period. An additional 2300 square feet, comprised of**  
21 **entrance, lobby, bathroom facilities and a mechanical**  
22 **room for HVAC, is classified as unavailable space.<sup>1</sup>**

23 <sup>1</sup> BellSouth Telecommunications, Inc. filing at the Federal Communications Commission In the  
24 Matter of Expanded Interconnection with Local Telephone Company Facilities filed on November  
25 18, 1993. Page 3. Emphasis placed.



1 In the FCC's Memorandum Opinion and Order released February 14, 1994, the FCC  
2 summarized BellSouth's pleadings saying:

3 ***BellSouth seeks exemption for three central offices. At***  
4 ***its Garden central office in West Palm Beach, Florida,***  
5 ***BellSouth alleges that 2300 square feet of office space***  
6 ***are unavailable for physical collocation because this***  
7 ***space is used for entrance and bathroom facilities and***  
8 ***a mechanical room containing heating, ventilation, and***  
9 ***air conditioning (HVAC) equipment. BellSouth has also***  
10 ***reserved 2100 square feet within that office for***  
11 ***projected growth. In its reply, BellSouth states that 600***  
12 ***of this 2100 square feet are needed for three years***  
13 ***growth for a DMS 200 access tandem switch and a DMS***  
14 ***100 switch to provide local switching. BellSouth***  
15 ***asserts that another 600 feet are needed for a DMS 200,***  
16 ***a TOPS operator switch, and a DMS signal transfer***  
17 ***point (STP). Finally BellSouth claims that the remaining***  
18 ***900 square feet must be reserved for main distribution***  
19 ***frame growth and maintenance administration.<sup>2</sup>***

20 First, if BellSouth's projections were accurate and complete, the space requested above  
21 would have been completely used by February 14, 1996. Second, during the walk-  
22 through of this central office I verified that the DMS 200 TOPS switch and STP signal  
23 transfer point switches have been installed, so that space, estimated at 600 feet, is no

24 <sup>2</sup> Federal Communications Commission, Memorandum Opinion and Order, DA 94-143 released  
25 on February 14, 1994. Page 2. Emphasis placed.

1 longer available. Third, while BellSouth projects 600 sq. ft. of growth over three years  
2 for the class 5 Local, and class 4 Tandem switches, current growth runs much less.  
3 According to discovery in this case, a message dated 7/20/98 from Carl R. Smoot to  
4 Guy J. Ream shows the growth rate of these two switches steadily declining each year.  
5 The actual growth in this area was 227 sq. ft, opposed to the projected 3-year window  
6 (from 2/14/93 to 2/14/96) of 600 sq. ft. Since BellSouth was only able to present Supra  
7 with numbers for 1997, 1998 and 1999, we cannot adequately determine whether  
8 BellSouth actually used the 600 sq. feet requested in 1993-96 timeframe. However,  
9 after 5 years of a two-three year projection, the 600 sq. ft. should be gone.

10 Another factor of note is that in its petition for waiver for exemption of the  
11 requirement of physical collocation with the FCC for the West Palm Beach Gardens  
12 central office on November 18, 1993, BellSouth promised to expand that office by 1994  
13 with completion scheduled for first quarter 1995. BellSouth assured the FCC then that  
14 the improvement would add 2,444 sq. ft. to the facility and would include a reservation  
15 of 300 sq. ft. for physical collocation. Whether the improvement has been done or not,  
16 we cannot confirm. However, we can confirm that there is no company that is physically  
17 collocated either at the West Palm Beach Gardens central office or the North Dade  
18 Golden Glades central office. In any event, BellSouth has told Supra that there is no  
19 space available in either of these central offices.

20 Supra contends that the floor plans of the West Palm Beach Gardens and North  
21 Dade Golden Glades central offices imply that there is less space available than what  
22 was witnessed during the walk-through on July 24, 1998. Therefore, using BellSouth's  
23 own numbers from those floor plans will make my point more striking.

24 Referring to the BellSouth floor plan for the West Palm Beach Gardens central  
25 office, BellSouth lists 3,544 sq. ft of switch room available space, including 246 sq. feet

1 of power space and an estimated 490 sq. ft of main distribution frame removal. A  
2 portion of the remaining 900 sq. ft. from the original 2,100 sq. ft. request for reserved  
3 space has been used. The majority of it should be used based on the projections, and  
4 yet BellSouth's own floor plans now show that there is 3,544 sq. feet "reserved for future  
5 use." This 168% increase in reserved space since 1994 clearly shows BellSouth's  
6 growth figure is not an accurate, or a complete formula. If BellSouth can accurately  
7 calculate its future space requirements, then the only other possible answer is that there  
8 are also equipment removals larger than the loss to newly installed equipment that are  
9 not being reported. The Commission must somehow account for the increase in space  
10 as it considers the merit of the BellSouth growth projections which indicate space  
11 reductions.

12 Additionally, in the FCC exemption order, 900 sq. ft was reserved for "distribution  
13 frame growth and maintenance administration." However, during the walk through and  
14 on the BellSouth submitted floor plans for the West Palm Beach Gardens central office,  
15 approximately 20% of the main distribution frame is being removed. The actual amount  
16 of space is not identified on the BellSouth drawings. I estimate the space of the  
17 removed frame at approximately 490 sq. ft. This 490 sq. feet is a 55% overestimate of  
18 the 900 sq. feet requested in 1994. In actuality, it is an even larger overestimate as  
19 during the walk-through I witnessed an additional 30% of the frame will still be empty  
20 after removal of the 20%. This increase has not come about due to any reduction in  
21 unassignable space. In 1994, BellSouth identified 2,300 sq. ft as unavailable space as  
22 it was "**comprised of entrance lobby, bathroom facilities, and a mechanical room**  
23 **for HVAC.**" However, the provided floor plan clearly does not document the space  
24 used by the entrance, janitor, and bathrooms. I estimate the additional space taken in  
25 these areas to be in excess of 700 sq. ft. Adding this estimated space to the 2,454 sq.

1 ft. documented on the BellSouth floor plan gives us 3,154 sq. ft. of unavailable space  
2 including a second HVAC room not listed in the 1994 petition. Compare this to the  
3 3,591 sq. ft. of unassignable space on the 1994 BellSouth exemption petition. So  
4 switch room space was not achieved by a decrease in unavailable space, there has  
5 been an increase here in available space as well.

6 These are real numbers based solely on BellSouth's filings before the FCC and the  
7 the Florida PSC. One is left with the solid impression, that despite BellSouth growth  
8 figures, that floor space in the central offices in question has actually increased since  
9 1994. As a result, the reliability of growth figures is called into question.

10 Also, the reliability of growth figures presented for Golden Glades are highly  
11 questionable. In its February 16, 1993 petition for waiver in FCC Docket No. 91-141,  
12 BellSouth requested a waiver on the Golden Glades central office reserving 1000 sq.,  
13 feet while designating 3,591 sq ft as unavailable space. After 8 1/2 years of  
14 growth/reduction, BellSouth's floor plans show a much larger amount of available  
15 space. There are now 4,796 sq. ft. of reserved switch room space compared to the  
16 1993 request for 1,000 sq. ft.

17 So clearly in the North Dade Golden Glades central office, there is currently 4.7  
18 times more space reserved for future use than was supposed to be available in 1993.  
19 Once again this tandem office is creating additional useable space over the 8 1/2 year  
20 timeframe from February 16, 1993, to September 8, 1998. Regardless of the reason for  
21 this increase in floor space, it calls into question the BellSouth growth figures and the  
22 estimating process that derives them. *Supra* should be immediately granted the  
23 requested space.

24

25

1 Q. IS THERE SUFFICIENT SPACE TO PERMIT PHYSICAL COLLOCATION IN THE  
2 NORTH DADE GOLDEN GLADES AND WEST PALM BEACH GARDENS  
3 CENTRAL OFFICES?

4 A. Yes, there is enough space to permit physical collocation in the North Dade Golden  
5 Glades and West Palm Beach Gardens central offices provided BellSouth wants to  
6 be fair. Supra has requested 200 sq. ft in each of the two referenced central offices.  
7 As BellSouth has reserved 4,796 sq. ft. assignable in North Dade Golden Glades  
8 central office and 3,544.sq. ft. assignable in West Palm Beach Gardens central  
9 office, there is clearly sufficient space for Supra to physically collocate. The only  
10 question to be answered is how much space may be reserved, by who, for what  
11 purpose, and how much must be made available to other carriers. That is the  
12 question we seek an answer for from the Commission.

13

14 Q. IF SO, SHOULD SUPRA'S REQUEST FOR PHYSICAL COLLOCATION IN THE  
15 NORTH DADE GOLDEN GLADES AND PALM BEACH GARDENS CENTRAL  
16 OFFICES BE GRANTED?

17 A. Supra's request for physical collocation at both the North Dade Golden Glades and  
18 the West Palm Beach Gardens central offices should be granted by the Commission  
19 immediately.

20

21 Q. IF NOT, WHAT OBLIGATION, IF ANY, DOES BELL SOUTH HAVE UNDER THE  
22 COLLOCATION AGREEMENT TO MAKE SPACE AVAILABLE AT THESE TWO  
23 CENTRAL OFFICES TO PERMIT PHYSICAL COLLOCATION BY SUPRA?

24 A. There is no doubt that there is sufficient space in these central offices for the  
25 Commission to grant Supra's physical collocation requests. The other issue that the

1 Commission needs to deliberate upon is sharing the space reserved for BellSouth's  
2 future use between BellSouth and Supra. Supra will have far more growth in the next  
3 two years or so than BellSouth. By the end of 1999, Supra expects to double its  
4 capacity. However, Supra's physical collocation application did not include our future  
5 projected requirement of even 12 months as we are told that we are not allowed to  
6 reserve space for future use by BellSouth. Supra needs the Commission to grant it an  
7 additional 200 sq. ft on top of the initial request for the proper implementation of our  
8 business plan.

9  
10 Q. IF THERE IS AN OBLIGATION TO MAKE SPACE AVAILABLE TO SUPRA, HOW  
11 SHOULD THE COSTS BE ALLOCATED?

12 A. The cost of the space should be as approved by this Commission.

13  
14 Q. IN WHAT TIME FRAME IS BELLSOUTH REQUIRED TO PROVIDE PHYSICAL  
15 COLLOCATION TO SUPRA PURSUANT TO THE COLLOCATION AGREEMENT?

16 A. The time frame should not be more than three months as approved by this  
17 Commission.

18  
19 Q. PURSUANT TO THE COLLOCATION AGREEMENT, WHAT  
20 TELECOMMUNICATIONS EQUIPMENT CAN AND WHAT TELECOMMUNICATIONS  
21 EQUIPMENT CANNOT BE PHYSICALLY COLLOCATED BY SUPRA IN  
22 BELLSOUTH'S CENTRAL OFFICES?

23 A. The Ascend TNT is a Remote Switch that will be used in our network for efficiency  
24 and optimization of our trunks for voice, data and advanced services. BellSouth should  
25 not be permitted to prohibit Supra's physical collocation of this equipment as it is within

1 the same "arrangement" as the equipment that Supra will utilize to provide basic  
2 telecommunications services. The enhanced and information services that Supra will  
3 provide are within the ambit of telecommunications services that BellSouth is currently  
4 providing as an incumbent local exchange company.

5

6 Q. WHAT RELIEF IF ANY SHOULD THE COMMISSION ORDER FOR SUPRA OR  
7 BELLSOUTH?

8 A. The Commission should order BellSouth to grant Supra's physical collocation  
9 applications immediately as well as grant Supra space for its own future use on the  
10 same terms and conditions that it has granted space to itself for future use.

11 The Commission should order BellSouth to act in a more responsive manner to Supra's  
12 physical collocation requests in the future.

13

14 Q. DOES THIS CONCLUDE YOUR TESTIMONY

15 A. Yes.

16

17

18

19

20

21

22

23

24

25

1 SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

2 REBUTTAL TESTIMONY OF DAVID A. NILSON

3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

4 DOCKET NO. 980800-TP

5 September 18, 1998

6 Q. PLEASE STATE YOUR NAME, ADDRESS AND POSITION WITH SUPRA  
7 TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. ("SUPRA").

8 A. My name is David A. Nilson. My business address is 2620 SW 27<sup>th</sup> Avenue,  
9 Miami, Florida 33133. I am the Vice President of System Design and  
10 Interconnection of Supra.

11  
12 Q. ARE YOU THE SAME DAVID A. NILSON WHO FILED DIRECT  
13 TESTIMONY IN THIS DOCKET ON SEPTEMBER 10, 1998?

14 A. Yes.

15  
16 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY BEING  
17 FILED TODAY?

18 A. My testimony is filed in rebuttal to direct testimony filed in this proceeding by  
19 Mr. James D. Bloomer, Mrs. David Thierry, and Mr. T. Wayne Mayes of  
20 BellSouth Telecommunications, Inc.

21 In his prefiled testimony, Mr. James D. Bloomer of BellSouth  
22 Telecommunications testified that "there are 4035 square feet of reserved space"  
23 in the North Dade Golden Glades Central Office. In his testimony on West Palm  
24 Beach Gardens, Mr. Bloomer states "There are 3197 sq. ft. of reserved space."  
25 [Supra maintains that there is actually 5235 sq. ft. and 3687 sq. ft. available,



1 respectively.] Supra has requested 200 square feet in each of the North Dade  
2 Golden Glades and West Palm Beach Gardens Central Offices. This represents  
3 5.4% of the reserved space in the West Palm Beach Gardens Central Office and  
4 3.8% of the reserved space in the North Dade Golden Glades Central Office.  
5 Additionally, the Collocation Agreement includes very specific requirements that  
6 Supra actually use the space requested for physical collocation.

7 ***Interconnector must place operational telecommunications***  
8 ***equipment in the Collocation Space and connect with***  
9 ***BellSouth's network within one hundred eighty (180) days after***  
10 ***the receipt of such notice.***<sup>1</sup>

11 And

12 ***If Interconnector fails to place operational telecommunications***  
13 ***equipment in the Collocation Space and the failure continues***  
14 ***for an additional thirty (30) days after receipt of written notice***  
15 ***from BellSouth, then in that event Interconnector's right to***  
16 ***occupy the collocation space terminates and BellSouth will***  
17 ***have no further obligations to Interconnector with respect to***  
18 ***said Collocation Space.***<sup>2</sup>

19  
20 <sup>1</sup> Collocation Agreement By and Between BellSouth Telecommunications, Inc. and Supra  
21 Telecommunications & Information Systems, Inc. Florida, page 3, section C. Emphasis  
22 placed.

23 <sup>2</sup> Collocation Agreement By and Between BellSouth Telecommunications Inc. and Supra  
24 Telecommunications & Information Systems, Inc. Florida, page 3, section C. Emphasis  
25 placed.

1 This clearly delineates that Supra must actually use the forecasted/requested  
2 collocation space within one hundred eighty (180) days or relinquish its rights to  
3 the space along with the costs already paid for renovation. However, BellSouth  
4 is attempting to reserve space for the next five years' growth. BellSouth requires  
5 Interconnectors to actually use requested Collocation Space within 6 months, but  
6 BellSouth is reserving space for its own uses for periods of 60 months, or more.  
7 47 CFR Section 51.323 (f) (4) states the following on this subject:

8 ***An incumbent LEC may retain a limited amount of floor space***  
9 ***for its own specific future uses, provided, however, that the***  
10 ***incumbent LEC may not reserve space for future use on terms***  
11 ***more favorable than those that apply to other***  
12 ***telecommunications carriers seeking to reserve collocation***  
13 ***space for their own future use.***<sup>3</sup>

14 BellSouth is clearly trying to do just that – reserve space for future use for itself  
15 on terms more favorable than those for Supra. This section clearly indicates that  
16 the Interconnector's right to physical collocation takes precedence over the  
17 LEC's right to reserve space for its own future use.

18 Since BellSouth has already permitted virtual collocation in the West Palm  
19 Beach Gardens and the North Dade Golden Glades Central Offices, neither of  
20 these two sites fails to be suitable for physical collocation due to "technical  
21 feasibility". Clearly, BellSouth is trying to reserve space for its own use under  
22 terms more favorable than those offered by BellSouth to Supra.

23

24 <sup>3</sup> Code of Federal Regulation, Part 47, Telecommunications, Section 51.323 (f) (4), page 33.

25 Emphasis placed.

1 Q. BELLSOUTH WITNESS THIERRY STATES THAT BELLSOUTH'S DENIAL  
2 OF SUPRA'S REQUEST FOR COLLOCATION IS BASED ON PARAGRAPH  
3 575 OF THE FCC'S FIRST REPORT AND ORDER. IS THIS CORRECT?

4 A. No. Paragraph 575 reads as follows:

5 ***We also address the impact on small incumbent LECs. For***  
6 ***example, the Rural Telephone or Telecommunications***  
7 ***Coalition asks that interconnection and collocation points be***  
8 ***established in a flexible manner. We have considered the***  
9 ***economic impact of our rules in this section on small***  
10 ***incumbent LECs. For example, we do not adopt rigid***  
11 ***requirements for locations where collocation must be***  
12 ***provided. Incumbent LECs are not required to physically***  
13 ***collocation equipment in locations where not practical for***  
14 ***technical reasons or because of space limitations, and virtual***  
15 ***collocation is required only where technically feasible. We***  
16 ***also note, however, that Section 251 (f) of the 1996 Act***  
17 ***provides relief to certain small LECs from our regulations***  
18 ***implementing Section 251.*** <sup>4</sup>

19 It is very apparent from the above that the intent of paragraph 575 is to address  
20 collocation issues for small incumbent LECs. BellSouth is not a "small incumbent  
21 LEC." Consequently, Mr. Thierry's citation of this paragraph in his testimony and  
22 the context in which it was used is misleading.

23

24 <sup>4</sup> FCC 96-325, First Report and Order released August 8, 1996, paragraph 575, page 284.

25 Emphasis placed.

1 Q. MR. THEIRRY STATES IN HIS TESTIMONY THAT BELLSOUTH DOES  
2 NOT HAVE AN OBLIGATION TO RENOVATE OR ADD TO THE CENTRAL  
3 OFFICE TO MAKE SPACE AVAILABLE TO PERMIT PHYSICAL  
4 COLLOCATION BY SUPRA. HOW DO YOU RESPOND TO THIS  
5 STATEMENT?

6 A. Mr. Thierry is answering the question of whether or not the Collocation  
7 Agreement itself requires BellSouth to renovate or add to the central office, and  
8 tries to reinforce his assertion by using the previously discussed quotation from  
9 the FCC's First Report and Order regarding the LEC's obligations after space  
10 exhaustion. It is important to note that there are still 5235 square feet of  
11 "reserved" space in the North Dade Golden Glades Central Office and 3687  
12 square feet of "reserved" space in the West Palm Beach Gardens Central Office.  
13 This is, therefore, not a situation in which the space is exhausted. Paragraph  
14 585 of the FCC's First Report and Order provides:

15 ***We believe that incumbent LECs have the incentive and***  
16 ***capability to impede competitive entry by minimizing the***  
17 ***amount of space that is available for collocation by***  
18 ***competitors. Accordingly, we adopt our Expanded***  
19 ***Interconnection Space Allocation Rules for purposes of***  
20 ***Section 251, except as indicated herein. LECs will thus be***  
21 ***required to make space available to requesting carriers on a***  
22 ***first-come, first-served basis. We also conclude that***  
23 ***collocators seeking to expand their collocated space should***  
24 ***be allowed to use contiguous space where available. We***  
25 ***further conclude that LECs should not be required to lease or***

1        ***construct additional space to provide physical collocation to***  
2        ***interconnectors when existing space has been exhausted. We***  
3        ***find such a requirement unnecessary because Section 251 (c)***  
4        ***(6) allows incumbent LECs to provide virtual collocation where***  
5        ***physical collocation is not practical for technical reasons or***  
6        ***because of space limitations. Consistent with the requirement***  
7        ***and findings of the Expanded Interconnection proceeding, we***  
8        ***conclude that incumbent LECs should be required to take***  
9        ***collocator demand into account when renovating existing***  
10       ***facilities and constructing or leasing new facilities, just s they***  
11       ***consider demand for other services when undertaking such***  
12       ***projects. We find that this requirement is necessary in order***  
13       ***to ensure that sufficient collocation space will be available in***  
14       ***the future. We decline, however, to adopt a general rule***  
15       ***requiring LECs to file reports on the status and planned***  
16       ***increase and use of space. State commissions will determine***  
17       ***whether sufficient space is available for physical collocation,***  
18       ***and we conclude that they have authority under the 1996 Act***  
19       ***to require incumbent LECs to file such reports. We expect***  
20       ***individual state commissions to determine whether the filing***  
21       ***of such reports is warranted.***<sup>5</sup>

22       In Section IV (F) "Ordering and preparation of Collocation Space," the Collocation  
23       Agreement addresses this issue as follows:

24       <sup>5</sup> FCC 96-325, First Report and Order released August 8, 1996, paragraph 585, pages  
25       289/290. Emphasis placed.

1        **Space Preparation. BellSouth shall prorate the costs of any**  
2        **renovation or upgrade to central office space or support**  
3        **mechanisms which is required to accommodate physical**  
4        **collocation. Interconnector's pro rated share will be**  
5        **calculated by multiplying such cost by a percentage equal to**  
6        **the amount of square footage occupied by Interconnector**  
7        **divided by the total central office square footage receiving**  
8        **renovation or upgrade. For this section, support mechanisms**  
9        **provided by BellSouth may include, but are not limited to,**  
10       **heating/ventilation/air conditioning (HVAC) equipment, HVAC**  
11       **duct work, cable support structure, fire wall(s), mechanical**  
12       **upgrade, asbestos abatement, ground plane addition, or**  
13       **separate ingress/egress construction.**

14 Thus Supra's Collocation Agreement delineates support mechanisms as  
15 separate from the central office space, walls, roof, etc. However, Supra's  
16 Collocation Agreement clearly provides for the upgrade of central office space.  
17 In order to define "upgrade," it is useful to consider the plain meaning provided in  
18 the Oxford Desk Dictionary, where the term is defined as:

19        ***Upgrade: v. 1) Raise in rank, etc.; 2) improve (equipment,***  
20        ***etc.); 3) upward grade or slope; 4) improvement.***

21 Since only options 2 and 4 apply in this circumstance, it becomes necessary to  
22 explore the meaning of the words "improve" and "improvement." Again from the  
23 Oxford Desk Dictionary:

24        ***Improve: v. 1) make or become better; 2) develop, e.g. real***  
25        ***estate.***

1 So an “upgrade” to the central office space is an “improvement” to the central  
2 office space. An “improvement” to the central office space means to make or  
3 become better in addition to develop, in a real estate context which is what we  
4 are discussing here. Further, Oxford defines “develop” as:

5 ***Develop: v. 1a) make or become bigger, fuller, etc.; b) bring or***  
6 ***come to an active, visible or mature state; 2) begin to exhibit***  
7 ***or suffer from; 3a) build on (land); 3b) convert (land) to new***  
8 ***use; 4) treat (film, etc.) to make the image visible.***

9 Meaning 1b clearly does not apply, nor do meanings 2 or 4 have relevance to  
10 this wording. This phrase from the Collocation Agreement specifically refers to  
11 make or become bigger, to build on, the BellSouth central office. This was  
12 Supra’s understanding and interpretation of the language used in the Collocation  
13 Agreement when it was signed. BellSouth has entered into a contractual  
14 agreement with Supra to provide this space on a prorated cost basis in addition  
15 to the various obligations imposed on it by the TA, the CFR and the FCC’s First  
16 Report and Order. Thus, the Collocation Agreement between BellSouth and  
17 Supra provides for renovations or additions to the central office to make space  
18 available to permit physical collocation.

19

20 Q. HOW DO YOU RESPOND TO MR. THIERRY’S ANSWER TO THE  
21 QUESTION “HOW DO YOU RESPOND TO ISSUE 4 REGARDING PHYSICAL  
22 COLLOCATION PROVISIONING TIME FRAMES PURSUANT TO THE  
23 AGREEMENT?”

24 A. I am encouraged to hear Mr. Thierry’s statement that “BellSouth uses its best  
25 efforts to complete Supra’s collocation installations, and indeed all collocation

1 installations in Florida, as soon as possible and, when feasible, within the three  
2 month interval prescribed in the Florida Commission's Order." This issue would  
3 not have arisen, except that during the BellSouth/Supra joint interconnection  
4 planning meetings, Supra was informed that this process would "take six to eight  
5 months, for the first switch" of 17 switches. There was no clarification of how  
6 much longer it would take to install 16 additional switches after the first was  
7 installed.

8           Supra cannot conduct its business with these completely uncertain time  
9 frames over which it has no control or expectation of even being able to  
10 accurately estimate. Supra asks the Commission to determine what is  
11 reasonable here as it has previously done. Three months is a reasonable time  
12 frame for the provision of physical collocation. BellSouth must have the impetus  
13 to complete these projects and only the Commission can provide this. Neither  
14 Supra nor any ALEC can force or even substantially affect BellSouth's processes  
15 or decisions. Supra desires that BellSouth employees work diligently to achieve  
16 the three month time frame, and that time estimates start with three months, not  
17 "six to eight" months.

18

19 Q. MR. THIERRY MAKES SEVERAL STATEMENTS REGARDING THE TYPES  
20 OF EQUIPMENT THAT SUPRA IS AUTHORIZED TO PLACE IN ITS PHYSICAL  
21 COLLOCATION ARRANGEMENTS PURSUANT TO THE COLLOCATION  
22 AGREEMENT. WILL YOU PLEASE COMMENT ON HIS STATEMENTS?

23 A. Mr. Thierry's response echoes the correspondence between Supra and  
24 BellSouth on this issue.

25           Section III (G) of the Collocation Agreement specifies that:



1           ***Personalty and its Removal. Subject to the requirements of***  
2           ***this agreement, Interconnector may place or install in or on the***  
3           ***collocation space such facilities and equipment, as it deems***  
4           ***desirable for the conduct of business.***

5       Clearly, Supra has the right to install any equipment Supra deems desirable for  
6       the conduct of business. All the equipment that was included in Supra's  
7       application is contained in the BellSouth document "BSTEI-1-P". This is the form  
8       used by ALECs to apply to BellSouth for physical collocation space. Once  
9       BellSouth accepts the application, this document is used to execute a Firm Order  
10      Commitment which is then submitted to BellSouth. A copy of the final page of  
11      this document BSTEI-1-P is attached as exhibit DAN-RT1. On the final page of  
12      this document, in section 17, BellSouth uses the word "arrangement," which has  
13      been discussed in Mr. Ramos' rebuttal testimony. By using BellSouth's own  
14      definition and usage of the word "arrangement", we conclude that if Supra is  
15      providing telecommunications services within a BellSouth central office, 47 CFR  
16      Section 51.100 (b) gives Supra the right to offer information services from the  
17      same central office. Supra contends that this entire area of law was originally  
18      defined to maintain a precise distinction between common carriers and  
19      information service providers. The distinction was meant to limit the rights of  
20      information service providers that are not common carriers and to stabilize the  
21      revenues and tariffs that must be applied by all common carriers, but not by  
22      information service providers. As such, BellSouth may be correct in applying this  
23      distinction to an information service provider, but Supra is a common carrier and  
24      fully entitled to the rights granted under 47 CFR Section 51.100 (b).

25

1 Q. IN HIS PREFILED TESTIMONY, MR. JAMES D. BLOOMER DISCUSSED  
2 FACTORS THAT SHOULD BE CONSIDERED IN DETERMINING IF THERE IS  
3 ADEQUATE SPACE FOR SUPRA IN THE NORTH DATE GOLDEN GLADES  
4 AND WEST PALM BEACH GARDENS CENTRAL OFFICES. DO YOU AGREE  
5 WITH HIS ANALYSIS AND CONCLUSION THAT THERE IS NO SPACE TO  
6 ALLOW PHYSICAL COLLOCATION IN THOSE CENTRAL OFFICES FOR  
7 SUPRA?

8 A. I do not agree with his analysis or his conclusion. Mr. Bloomer describes the  
9 steps by which BellSouth determines if there is physical collocation space  
10 available, as follows:

- 11 A. Determine Gross space
- 12 B. Subtract Unavailable space
- 13 C. Subtract Occupied space
- 14 D. Subtract space reserved for all future BellSouth uses. Then adjust  
15 space available for various types of specialized installation  
16 requirements.
- 17 E. Subtract Vacant/Unusable space
- 18 F. Determine if there is any space left for collocation.

19 While most of this procedure is fairly self-explanatory, the determination whether  
20 collocation space is available is made as the last step. All possible future needs  
21 of BellSouth, for an unspecified time in the future, are subtracted before the first  
22 square foot is allocated for collocation. According to the Collocation Agreement  
23 between BellSouth and Supra:

24 ***Interconnector must place operational telecommunications***  
25 ***equipment in the collocation space and connect with***

1           **BellSouth's network within one hundred eighty (180) days after**  
2           **the receipt of such notice.**

3    And

4           **If Interconnector fails to place operational telecommunications**  
5           **equipment in the collocation space and the failure continues**  
6           **for an additional thirty (30) days after receipt of written notice**  
7           **from BellSouth, then in that event Interconnector's right to**  
8           **occupy the collocation space terminates and BellSouth will**  
9           **have no further obligations to Interconnector with respect to**  
10          **said collocation space.**

11    Thus Mr. Bloomer's formula requires that all future needs of BellSouth be  
12    subtracted from the available pool of space before the immediate needs of an  
13    interconnector can be considered or approved. This practice is not consistent  
14    with the Telecommunications Act of 1996 and 47 CFR Section 51.323 (f) (4) and,  
15    even more significant, is totally within BellSouth's control. There is no attempt to  
16    evaluate the space needs of BellSouth and Supra over the same time frame. In  
17    our walk-through of the West Palm Beach Gardens Central Office, the office  
18    foreman concluded that, at the current rate of growth, the expansion space  
19    available for the tandem switch was approximately eight years. BellSouth is  
20    reserving eight years of space while it is telling Supra that its immediate, six  
21    months needs cannot be met. BellSouth does not contest that there is space  
22    available for use in the future. BellSouth does not deny that the space  
23    exhaustion BellSouth projected in 1993/1994 has not occurred. BellSouth does  
24    not deny that there is several times MORE space available now than what  
25    BellSouth claimed was available in 1993/1994 in spite of yearly growth.

1 However, BellSouth has adopted a policy that allows it to subtract space, up to  
2 eight years' worth in the case of the West Palm Beach Gardens Central Office,  
3 from the pool of available space BEFORE evaluating Supra's needs. Clearly,  
4 BellSouth is reserving space for its own future use on terms more favorable than  
5 those granted to Supra. This cannot be the intention of the Telecommunications  
6 Act of 1996.

7 Q. ARE THERE ANY OTHER ISSUES REGARDING THE SPACE  
8 ALLOCATION PROCESS MR. BLOOMER DESCRIBES?

9 A. Yes. At no point in the process is there any mention made of evaluating  
10 surplus space. Surplus space would be that space where BellSouth currently  
11 has installed equipment in the central office, but that equipment is no longer  
12 being used to provide telecommunications services. In our first walk-through of  
13 the North Dade Golden Glades central office, about six feet into the central office  
14 I discovered that in a particular location there was a switch installed directly  
15 behind a brand new switch. We were initially told that both switches were  
16 currently in operation, but when Supra pressed BellSouth to show us at the  
17 circuit breaker panel that the equipment was still in operation, the central office  
18 foreman initially stated he did not know the location of the circuit breaker panel.  
19 On further questioning the foreman revealed that the 25 frames of the older  
20 switch had been removed from service, were unpowered, but would not be  
21 removed from the central office for six months or more due to "paperwork  
22 delays". Since 25 bays of unpowered, out of service equipment represents more  
23 floor space than Supra has requested, this issue is very significant. If BellSouth  
24 can be allowed to call unpowered, out of service "waiting for paperwork to  
25 remove" equipment to be considered as occupied space, it is a great disservice

1 to Supra and all other interconnectors. Additionally Mr. Bloomer does not take  
2 into consideration fragmented space. At no point in the process is the real world  
3 issue of service disconnections taken into consideration. When new equipment  
4 is installed, there is every attempt to wire the equipment for maximum density.  
5 Over time the switch grows, but there have also been customers that have had  
6 their service disconnected. At some point there are many frames of partially  
7 used, fully populated equipment on the floor. At no point in the process does Mr.  
8 Bloomer assess the floor space that might have been made available if the  
9 switches were maintained in a more densely wired configuration. At no point  
10 does BellSouth disclose the number of lines and trunks provisioned in these  
11 central offices versus the actual number of lines and trunks in service. These  
12 figures would be significant in evaluating the reliability of the BellSouth growth  
13 figures previously challenged.

14

15 Q. DID MR. BLOOMER'S TESTIMONY ADDRESS THE QUESTION OF THE  
16 APPROPRIATE AMOUNT OF ADMINISTRATIVE SPACE FOR BELL SOUTH  
17 TO RESERVE FOR ITS OWN USE?

18 A. No. During the walk-through, Supra asked for an accounting of the square  
19 footage allocated by BellSouth for administrative space. This request appeared  
20 to have been agreed to at the walk-through. However, no BellSouth witness has  
21 addressed this question. BellSouth's floor plans of these two central offices  
22 properly indicate all administrative space as "occupied". BellSouth promised to  
23 document the actual space reserved as "administrative space" for the purposes  
24 of this hearing, but has failed to do so. BellSouth is using administrative space  
25 designs that are inefficient and outdated. BellSouth is effectively "warehousing"

1 space for its own future use while eliminating the availability of this space for  
2 physical collocation by ALECs or other telecommunications carriers. BellSouth  
3 has reserved excessive space for its maintenance and administrative positions  
4 as discussed in Supra's Witness <sup>Graham's</sup> ~~Dillon's~~ rebuttal testimony.

5

6 Q. ARE THE AVAILABLE SPACE FIGURES QUOTED BY MR. BLOOMER  
7 ACCURATE?

8 A. No. Mr. Bloomer's testimony has overlooked a number of facts. In the North  
9 Dade Golden Glades office, Mr. Bloomer states that there are 4,035 sq. ft. of  
10 available space for switchroom, power, and HVAC space. However, Mr. Bloomer  
11 failed to take into consideration an estimated 1,200 sq. ft. of space currently  
12 unused in the power room. On his exhibit JDB-3, this space is shown as 2,901  
13 sq. ft. occupied, but by my observations during the walk-through, there is still  
14 1,200 sq. ft. available for power expansion within that space. Additionally, in the  
15 West Palm Beach Gardens central office, Mr. Bloomer does not take into  
16 consideration the turnaround space to be recovered by removing a portion of the  
17 main distribution frame. While the exact space is not documented, I estimate this  
18 space at 490 sq. ft. being removed from the 900 sq. ft. expansion requested from  
19 the FCC in 1994. Also, in exhibit JDB-5, there are 416 sq. ft. marked as  
20 occupied in the expansion area for the tandem switch. Corresponding to two  
21 rows of bays, this figure is not consistent with what was witnessed during the  
22 walk-through. At that time there was just one row of frames installed, and it was  
23 represented by BellSouth's employee that the growth of the switch was seven  
24 frames a year. At 14 frames per row, this additional space shown on the drawing  
25 represents in excess of two years' growth on that switch since the first walk-

1 through. Accordingly, this represents a significant inaccuracy in Mr. Bloomer's  
2 calculation of available space. I estimate there are 5,235 sq. ft. available in the  
3 North Dade Golden Glades central office, and in excess of 3,687 sq. ft. available  
4 in the West Palm Beach Gardens central office.

5

6 Q. MR. BLOOMER STATES, RELATIVE TO THE MIAMI DADE AND PALM  
7 BEACH BUILDING CODES, THAT THE REQUIRED FIRE-RATED  
8 CONSTRUCTION CANNOT BE BUILT INSIDE AN EQUIPMENT AREA. HE  
9 FURTHER STATES THAT "IN REALITY YOU JUST CANNOT BUILD THE  
10 WALL TO MEET THE CODE REQUIREMENT." HOW DO YOU RESPOND TO  
11 THOSE STATEMENTS?

12 A. To read these two statements together, one would begin to believe that the  
13 county governments have created such a restrictive code requirement that there  
14 would be no possibility of ever collocating any Interconnector at any BellSouth  
15 central office in either of these two counties. The reality is, of course, much  
16 different. BellSouth has offered Supra collocation in the Palmetto central office.  
17 Wholly contained within Miami Dade County, the collocation space offered Supra  
18 in the Palmetto central office was originally constructed for another  
19 Interconnector who declined to collocate after the space was constructed. In  
20 fact, we were told, this is the last space of several such spaces currently  
21 occupied by other Interconnectors. The space offered is caged by chain link  
22 fence. There is no "full fire-rated wall from floor to ceiling" separating Supra's  
23 space from those of other common carriers or BellSouth. Why BellSouth has  
24 chosen to make the fire wall an issue in the two central offices in this case, where  
25 it has not mentioned it in the remaining 15 offices, also mainly located in South

1 Florida municipalities, for which Supra has submitted Firm Order Commitments  
2 with the required fees remains a mystery to Supra. If this is really an issue, and  
3 not an attempt to block Supra's access to these offices, BellSouth could never  
4 have offered to physically collocate Supra within a chain link fence enclosure  
5 within Miami Dade County. In the North Dade Golden Glades central office, we  
6 were shown an area where two companies would be collocating. This area is  
7 clearly marked on Mr. Bloomer's exhibit JDB-3. There is not, and will not be, "full  
8 fire rated walls floor to ceiling" installed for either of these collocators in the  
9 North Dade Golden Glades central office. It appears that BellSouth is trying to  
10 apply additional restrictions to Supra alone. Taking into consideration the Palm  
11 Beach County requirements, on our walk-through we witnessed two collocations  
12 in that office, one currently operational, and one being prepared for occupation.  
13 In neither case was a "full fire rated wall from floor to ceiling" installed, or being  
14 planned for installation. In fact, in reviewing the installation in the West Palm  
15 Beach Gardens central office, it would appear that it would be impossible to ever  
16 build such a wall around the collocations currently operational.

17

18 Q. IN MR. MAYES' PREFILED DIRECT TESTIMONY HE DESCRIBED THE  
19 PROCESS THAT BELLSOUTH IS REQUIRED TO FOLLOW IN PROVIDING  
20 SPACE FOR PHYSICAL COLLOCATION. WHAT CONCERNS DO YOU HAVE  
21 REGARDING THIS PROCESS?

22 A. My primary concern is that there is no mention of oversight by BellSouth.  
23 Once plans are taken to a municipal or county Building Department, there is no  
24 mention of follow-up, status reporting or any other oversight activity by BellSouth.  
25 Apparently an ALEC is simply expected to just wait for however long it takes. We



1 all know the old adage "The squeaky wheel gets the grease." Certainly some  
2 form of project management and follow-up could be established by BellSouth that  
3 would shorten the process.

4

5 Q. MR. MAYES STATES THAT THE PERMITTING INTERVAL SHOULD BE  
6 EXCLUDED FROM THE PROVISIONING TIME FRAME. WHY IS THIS  
7 OBJECTIONABLE TO SUPRA?

8 A. It is objectionable to Supra that the permitting process be excluded from the  
9 provisioning time frame because it is an open loop situation that could easily be  
10 better managed to provide shorter intervals. Mr. Mayes states "The permitting  
11 process is beyond the control of BellSouth." While this may be partially true, it  
12 implies that BellSouth is already doing everything it can to minimize the impact of  
13 the permitting process. Nothing could be further from the truth. As I stated  
14 above, there is no formal means documented here for oversight of the permitting  
15 process. There is no plan by BellSouth for reducing these intervals. There is,  
16 apparently, no plan in place to prevent a permit application from falling behind a  
17 desk and being lost for months or years at a time. Supra has been so concerned  
18 about this lack of oversight, we have made a formal request of the Physical  
19 Collocation coordinator Nancy Nelson. Supra has requested to be included in  
20 the permitting process by being notified as each permit is filed so that Supra may  
21 follow-up with the municipalities on BellSouth's behalf to provide the missing  
22 oversight ourselves. I was placed in contact with Mr. T. Wayne Mayes. Mr.  
23 Mayes agreed to contact me directly whenever a permit is filed, specifying the  
24 municipality involved, the contractor and the permit number so that Supra can  
25 "track and or push these issues forward." What amazed me the most was that

1 the coordination between Supra and BellSouth regarding permits for central  
2 offices in the State of Florida is being handled by BellSouth by an individual  
3 working in an office in area code "502", in the State of Tennessee. One begins to  
4 see part of the reason that BellSouth believes that the permitting process is  
5 "beyond the control of BellSouth." It is apparent that BellSouth's position is that it  
6 has no control over anything involved with permitting. However, anyone who has  
7 ever had a new home or a renovation that he wished to have permitted is aware  
8 that active participation and cooperation can make a difference in how long such  
9 a process takes. BellSouth simply has no motivation in this situation; this is why  
10 it is a very serious concern that the Commission provide the required motivation  
11 since ALECs are powerless to do so.

12

13 Q. MR. MAYES DISCUSSES "MULTI-TENANT SPACE" AS AN OBSTACLE IN  
14 OBTAINING BUILDING PERMITS. CAN YOU COMMENT ON THAT ISSUE?

15 A. Mr. Mayes stated in his direct testimony that:

16 ***In short, fire rated, floor-to-ceiling walls***  
17 ***must separate the individual collocation***  
18 ***enclosures from each other and from***  
19 ***BellSouth.***

20 One major problem with this statement is that Supra has not requested an  
21 "Individual collocation enclosure" as stated in Mr. Mayes' testimony. Supra has  
22 requested open space in the central office for which no construction is requested.  
23 Mr. Bloomer's testimony implied that all collocation required such construction, a  
24 fact that is clearly not supported by the available evidence, or by a walk-through  
25 of the central office. Since Mr. Mayes' testimony is more precise on this

1 requirement, and speaks clearly of the need for fire retardant walls between the  
2 collocation enclosure and BellSouth, perhaps this issue can be resolved right  
3 here. Supra is not requesting collocation in an enclosed space. Supra has  
4 requested BellSouth to provide physical collocation in an unenclosed collocation  
5 space. Therefore, no firewalls should be necessary. Supra should not be  
6 required to submit to BellSouth requirements that BellSouth has not required of  
7 past, current, and planned future collocation installations.

8

9 Q. MR. MAYES MAKES VARIOUS STATEMENTS REGARDING THE  
10 REASONS THAT THE TIME INTERVAL CANNOT BE SHORTENED AND THE  
11 DIFFICULTY OF CENTRAL OFFICE CONSTRUCTION. CAN YOU EXPLAIN  
12 SUPRA'S CONCERNS REGARDING HIS TESTIMONY?

13 A. Mr. Mayes continues to discuss concepts such as demolition, construction,  
14 partitions and dust circulation. To hear this analysis, one begins to imagine a  
15 full-scale construction project. Perhaps Mr. Mayes has not even read Supra's  
16 physical collocation application in order to assess the applicability of his  
17 statements. Supra has not requested enclosed space. Supra has requested  
18 open, existing space for collocation. During the first walk-through we  
19 encountered a construction project in progress on the second floor of the North  
20 Dade Golden Glades central office. This project is much more like what Supra  
21 has requested than the process described by Mr. Mayes. In the construction  
22 project in the North Dade Golden Glades central office, no **"partition made of**  
23 **anti-static, fire retardant plastic was installed, floor to ceiling, around the**  
24 **construction area."** Of course, this was a BellSouth construction project, not a  
25

1 collocator project, but one assumes that the requirements for construction work  
2 in a central office are the same regardless of whose project is involved.

3           There was no attempt to provide any separation between the in service  
4 tandem and DS0 switches, and the bundles of frames, construction equipment,  
5 spools of cable, and construction tools piled in the vacant space shown on the  
6 second floor diagram identified as exhibit JDB-3. Supra is requesting the  
7 installation of the same brand of switch, installed by the same installation  
8 personnel, in the same central office, in the same type of open space  
9 arrangement. It is my opinion that BellSouth has tried to obfuscate the process  
10 by discussing requirements for constructing space enclosures where none have  
11 been requested. The very issue of the delay involved in construction of space  
12 enclosures was a primary reason for Supra's decision to seek open rather than  
13 enclosed space.

14

15 Q. MR. MAYES TESTIFIED THAT THE BELL SOUTH EXPERIENCE IN  
16 OBTAINING PERMITS RANGES FROM 35 TO 98 DAYS. WHAT  
17 CONCLUSION SHOULD THE COMMISSION REACH AS A RESULT OF THIS  
18 TESTIMONY?

19 A. This range shows a statistically high deviation from the low to high ranges of  
20 the permitting process. BellSouth has several opportunities to minimize these  
21 intervals. As I testified earlier, oversight of the process is missing, and BellSouth  
22 needs to be ordered to perform the project management required to expedite the  
23 permitting process. BellSouth also has within its sole control the permit  
24 application process and its level of accuracy, including the documents that are  
25 submitted, that determines whether applications are rejected or processed

1 smoothly. Since this process is potentially open to abuse, Supra requests the  
2 Commission to direct that delays caused by errors in BellSouth permit  
3 applications be the responsibility of BellSouth and not Supra's problem unless  
4 BellSouth wishes to subcontract Supra to file these permits on BellSouth's  
5 behalf. Supra requests the Commission to direct BellSouth to use due diligence  
6 in preparing and submitting all plans and permits to government agencies to  
7 reduce the time frames involved. Supra requests the Commission to direct  
8 BellSouth to add the follow-up of intermediate stages of the permitting process to  
9 project management, and to maintain close oversight of the permitting process to  
10 minimize the time delays in this area. Additionally, Supra requests that the  
11 Commission direct BellSouth to assure the accuracy of its assessment of specific  
12 permitting and construction requirements to assure that Supra is not subjected to  
13 unnecessary cost, delays, or the possibility of being excluded from collocation in  
14 a given central office for invalid reasons. Supra requests that the Commission  
15 order BellSouth to assign oversight of this process to a defined management  
16 position which will have the responsibility to document and defend the various  
17 extraneous requirements that BellSouth places upon Supra to both Supra and to  
18 the Commission.

19

20 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

21 A. Yes.

22

23

24

25

1           Q       (By Ms. Summerlin) Okay. It's my  
2 understanding that you have a summary of your direct  
3 and rebuttal testimony that you intend to give now,  
4 and then you will move on to doing your summary of  
5 this late-filed exhibit; is that correct?

6           A       That's correct.

7           Q       Okay. Would you please give the summary of  
8 your direct and rebuttal testimony now?

9           A       Good morning, Commissioners, Staff,  
10 witnesses, and other guests.

11                   We're here today seeking your assistance in  
12 collocating in the two tandem central offices, North  
13 Dade Golden Glades and West Palm Beach Gardens. These  
14 two tandem offices represent the points at which  
15 telephone traffic between our two companies and all  
16 other CLECs, IXCs, and independents must connect. The  
17 entire population of Dade, Broward, and Palm Beach  
18 Counties interconnect between BellSouth and Supra in  
19 these two offices.

20                   As such, it is inconceivable to Supra that  
21 it is an accident that repeated plans to enlarge these  
22 two offices have been shelved. These two offices,  
23 with a population centers they serve, are arguably the  
24 two most valuable collocation offices in the State of  
25 Florida. For BellSouth to have consistently managed

1 to keep the offices too crowded for collocation is  
2 nothing short of anticompetitive actions on their  
3 part. For BellSouth to have consistently managed to  
4 keep space limited in these offices should be  
5 considered a breach of their public responsibility,  
6 and we seek the Commission's assistance in righting  
7 this wrong.

8 Is BellSouth required to provide  
9 collocation pursuant to the Collation Agreement?  
10 According to the Collocation Agreement between our two  
11 companies, BellSouth is required to provide  
12 collocation, provided there is space and there is a  
13 desire to collocate.

14 By our actions here, we demonstrate Supra's  
15 desire to collocate. All that remains then is to  
16 discuss why Supra believes there is substantial space  
17 available for collocation.

18 The factors to be considered in analyzing  
19 whether there is space available for collocation are  
20 such. By BellSouth's own filings and testimony in  
21 this case, there is space available in each of these  
22 central offices. The space is many more times larger  
23 than what was available in the 1993 and '94 time frame  
24 when BellSouth originally applied for FCC exemptions  
25 on these offices.

1           In the interim, BellSouth has continued to  
2 redesign these central offices to support their own  
3 expansion, while simultaneously denying collocation to  
4 any and all applicants. As such, they have  
5 successfully warehoused space in each of these offices  
6 for the past five years. Commissioners, we ask you to  
7 stop this practice today.

8           BellSouth maintains that there is no  
9 collocation space, but in the same breath that there  
10 are thousands of square feet in each office reserved  
11 for BellSouth's future use. We ask that the  
12 Telecommunications Act of 1996 be honored and that the  
13 clause prohibiting the ILEC from reserving space on  
14 terms more favorable to itself than to collocators be  
15 invoked in these cases, and thus allowing Supra to  
16 collocate in these two vitally important central  
17 offices.

18           BellSouth has a poor history of  
19 forecasting. They state the reason for this is that a  
20 central office is a dynamic. BellSouth's long-term  
21 forecasts have consistently been changed before they  
22 have been realized. Whether this is because of policy  
23 change or incorrectness of the forecasts, the result  
24 is the same: Space that is reserve over long terms is  
25 denied to companies like Supra, but remains available



1 to be put to any use by BellSouth.

2 BellSouth's own property management  
3 policies produced under Volume 2, POD No. 35 in this  
4 case states that they must release all space reserved  
5 beyond two years for collocation purposes, yet their  
6 own estimates produced in Volume 2, POD No. 27 show  
7 that they're currently reserving much more space for  
8 longer times.

9 POD 27 states that there are four to five  
10 years space in Golden Glades reserved for the local  
11 switch and the Broward County tandem, with significant  
12 capability to produce more space for these two  
13 switches by continuing a switch modernization that is  
14 a currently in process. POD 27 goes --

15 MS. WHITE: Excuse me.

16 WITNESS NILSON: -- on to further state  
17 that there is --

18 MS. WHITE: Excuse me, Mr. Nilson. I hate  
19 to interrupt, but he's talking about the PODs and  
20 interrogatories, and that's not part of his prefiled  
21 direct and rebuttal testimony. So -- you know, I  
22 don't want to make too much of a fuss, but his summary  
23 is not limited to his prefiled direct and rebuttal  
24 testimony.

25 COMMISSIONER DEASON: Mr. Nilson, you need

1 to limit your summary to what was prefiled in your  
2 direct and your rebuttal testimony.

3 MS. SUMMERLIN: Commissioners, the only  
4 thing that I would offer here is that in the context  
5 of producing the late-filed exhibit, the diagram that  
6 you'll be looking at that was produced in response to  
7 Staff's request for a late-filed exhibit, Mr. Nilson  
8 utilized discovery that we did not receive prior to  
9 him having to file his direct and rebuttal. And I  
10 think to some extent he's concerned that he needs to  
11 convey the ideas that are incorporated into that  
12 diagram, and to that extent, you know, that's why I  
13 think he's referring to some of that. But to the  
14 extent that anything goes beyond that, then I would  
15 agree that that should not be in the summary.

16 A (Continuing) Additionally, there are  
17 several pertinent points to illustrate this. In the  
18 West Palm Beach Gardens central office, in the 1994  
19 filing, 900 square feet was reserved for the main  
20 distribution frame out of the several thousand  
21 reserved for other purposes. In the past few months,  
22 since the first walk-through in this office, 490  
23 square feet of the frame were removed because it was  
24 deemed to be unnecessary.

25 In the North Dade Golden Glades office,

1 1,000 square feet was reserved in 1993. Today, 4,796  
2 square feet remain available as reserved for future  
3 use by BellSouth due to the dynamics of the central  
4 office.

5 I am sure that in 1993, BellSouth was just  
6 as adamant as they are today that there is no space  
7 available. However, there has been an almost fivefold  
8 increase in space in the meantime.

9 Since no one authorized a building  
10 expansion back in '93 when there was only 1,000 feet  
11 available, I assume that someone else in BellSouth  
12 understood the situation and didn't fund the expansion  
13 because BellSouth didn't need to spend the money.

14 The figures I use here are supplied by  
15 BellSouth. My testimony in this case is merely to  
16 represent my research and organization of the  
17 BellSouth data filed in this case. We seek to prove  
18 that sufficient space exists for Supra to collocate in  
19 these two offices by analyzing BellSouth's own often  
20 conflicting data.

21 There has been a consistent effort to deny  
22 Supra collocation in these two offices. We were told  
23 originally that we could not collocate because there  
24 was no space. When we pursued the matter further, we  
25 were told that we could not collocate because the

1 Florida Public Service Commission had granted  
2 BellSouth exemptions on these two offices. When we  
3 pushed further on that issue, we were told that we  
4 could not collocate because the FCC had granted  
5 exemptions. And then finally, our only recourse was  
6 to come here and have the matter solved in front of  
7 the Commission.

8 At each step of the process, it was hoped  
9 that we would just go away and change our plans  
10 instead of pursuing what we knew we needed and were to  
11 entitled to under the Act. But for Supra to accept  
12 this would require Supra to accept the potential for  
13 interconnection blockage agonies at these two critical  
14 tandems. These agonies have been eloquently  
15 documented before this Commission by AT&T, MCI, ICI,  
16 and TCG in Docket PSC-97-1459-FOF-TL, which is  
17 BellSouth's 271 proceeding. Supra does not want to be  
18 forced to accept these agonies and the potential to  
19 cause us to be back before this Commission at a future  
20 date.

21 Then there is BellSouth's past failure to  
22 honor promises regarding space expansion. In their  
23 1994 Petition for Waiver to the FCC, BellSouth  
24 promised in the West Palm Beach Gardens central office  
25 there would be a 2,400 square foot expansion, with

1 completion in the first quarter of '95. This  
2 expansion would also include space for collocation  
3 purposes. This promise to the Federal Government was  
4 not kept, and that fact gives Supra caution with  
5 respect to any statements regarding future expansion  
6 of these offices made to the Florida Commission in  
7 this case.

8 I have mentioned the BellSouth policy of  
9 releasing space beyond the second year of their  
10 forecast. In the Collocation Agreement between our  
11 two companies, BellSouth seeks to prevent Supra from  
12 holding space applied for and paid for for a period  
13 longer than six months by requiring us to set up  
14 operational equipment in our collocation space within  
15 six months or lose the space we have paid for.

16 We must also considered surplus space, that  
17 space being occupied by equipment that has substantial  
18 overcapacity. This equipment could reasonably be  
19 removed without affecting BellSouth's ability to  
20 service its customers.

21 We must also consider fragmented space,  
22 which is that space being occupied by equipment frames  
23 that are only partially equipped and show significant  
24 empty spaces in the videos. This also includes space  
25 that is not optimally configured by plan or by modern

1 equipment which would by its consideration -- I'm  
2 sorry, consolidation create more space for  
3 collocation.

4 And finally, we must also consider the  
5 impact of CLECs such as Supra and our efforts to  
6 acquire customers and how that factors into  
7 BellSouth's forecasts.

8 So the question of BellSouth's obligation  
9 to provide space comes down to a simple question: Is  
10 the space reserved being done so according to the  
11 terms of the Act and the CFR? Is there substantial  
12 things that BellSouth could do to allow collocation in  
13 the North Dade Golden Glades and the West Palm Beach  
14 Gardens central offices if they wanted to or were  
15 motivated to allow collocation in these offices?

16 Key in this issue is the length of time  
17 BellSouth may reserve space on terms more favorable to  
18 itself than to Supra, the amount of space they are  
19 allowed to reserve while simultaneously denying  
20 collocation to Supra, and finally, the validity of the  
21 forecasts and promises made by BellSouth historically  
22 and in this docket.

23 Regarding the equipment that Supra is  
24 allowed to collocate by our Collocation Agreement, I  
25 quote, "The interconnector may place or install in or

1 on the collocation space such facilities and equipment  
2 as it deems desirable for the conduct of business."

3 While other sections of the Collocation Agreement seek  
4 to allow that BellSouth has certain rights of approval  
5 on such equipment, this contractual statement should  
6 not be misconstrued to assume that such BellSouth  
7 approval may be made without regard to the intent of  
8 the Act to stimulate competition nor in deference to  
9 the legal requirements of the Code of Federal  
10 Regulations.

11           Regarding the fire rated walls in the  
12 central offices, BellSouth has failed to prove the  
13 issue that firewalls are an absolute mandate of local  
14 municipalities. Indeed, documents filed in this  
15 docket have illustrated numerous exemptions,  
16 variances, and solutions that may be applied to this  
17 problem, provided BellSouth is willing to seek a  
18 solution to the problem. It appears that this issue  
19 is mainly one of BellSouth policy. BellSouth's own  
20 policy manuals are much firmer on this issue than the  
21 corresponding government agency documents are.

22           I would like to point out something from  
23 the FCC First Report and Order that states, I quote,  
24 "We also conclude that collocators seeking to expand  
25 their collocated space should be allowed to use

1 contiguous space wherever available." BellSouth's  
2 policy of constructing common areas with firewalls  
3 enclosing a collocator's area and then locating the  
4 next collocator immediately adjacent to the first  
5 precludes BellSouth from ever being able to meet the  
6 requirements of this FCC order.

7 We have been allowed to stand in our  
8 collocation space in the Grande central office and the  
9 Palmetto central office in the presence of the  
10 engineer responsible for the projects. I assure you  
11 there are no fire rated walls being constructed, and  
12 the engineer has stated to us that there are none  
13 planned for.

14 No allowance for Supra to attempt to  
15 request a waiver has been provided. No allowance has  
16 been made for Supra to deal with local municipalities  
17 regarding the zoning issues prior to denying our  
18 application for space has been made. This is a right  
19 of any tenant in a multi-tenant arrangement.  
20 BellSouth on one hand says we are a tenant, but no  
21 space is available, and on the other hand denies us  
22 the space even if we pursue a waiver with the  
23 government.

24 Thank you.

25 Q That concludes your summary of your direct



1 and rebuttal testimony, Mr. Nilson?

2 A Yes, it does.

3 Q Do you want to move on to your discussion  
4 of your late-filed exhibit, which is the diagram  
5 that's up on the board and that has been sent around  
6 to everyone identified as DAN-1?

7 A Yes. I'll start on this first floor plan  
8 of the Golden Glades central office in the upper  
9 right-hand corner of the diagram, where there's 970  
10 square feet marked as reserved for future transmission  
11 space integrated ground plane.

12 Immediately below that area are two MAP  
13 terminal stations used for maintenance that Supra  
14 contends are a duplication of similar terminals  
15 located in the upper left-hand corner of the diagram,  
16 and as part of the entire issue of space efficiency  
17 and modernization of the terminal equipment in this  
18 office.

19 Directly below that area is a space marked  
20 795 square feet for future switching. In preparing  
21 this diagram for the Commission, I used BellSouth's  
22 indication that this was for future switching, coupled  
23 with information that was provided in POD 27, which  
24 indicated that there were six to seven years growth of  
25 the O4 tandem in that area and 25 years growth space

1 for the operator services switch in that area.

2 Coming across is a 143 square foot section  
3 marked future O4T switch. That's also the growth for  
4 the Dade County tandem. That's part of the growth  
5 area that was indicated as being equal to six or seven  
6 years space.

7 To the left of that is 337 square feet of  
8 future space for transmission and virtual collocation  
9 space.

10 Immediately below that area is an area of  
11 space that should have been marked, in my opinion,  
12 available for collocation, based on our walk-throughs  
13 and based on blueprints supplied by BellSouth. This  
14 is within the battery room. There are currently four  
15 strings of batteries in that room and a lot of open,  
16 empty space. As part of the production of documents,  
17 we have minutes of meetings held on this central  
18 office which indicated that that section of the  
19 battery room was going to be redesigned to be used for  
20 storage area.

21 To the left of that area is the  
22 administrative space, 341 square feet of  
23 administrative space that consists of a number of desk  
24 stations, far in excess of the number of people that  
25 actually work in the office. We have testimony that

1 will come up later on the video indicating how often  
2 and how much of the day that office is used.

3 I also would like to note that on the  
4 second volume of PODs, it appears that BellSouth has  
5 decided to use that office space for yet another  
6 purpose altogether, indicating that they've decided  
7 that there are more important uses to put to it than  
8 the administrative space we were originally told it  
9 was designed for.

10 The last remaining large space is down at  
11 the bottom in the engine room. We've received a  
12 number of different conflicting testimonies regarding  
13 the future plans for the engine expansion in this  
14 office.

15 On our first walk-through, we were shown  
16 that the plans had been changed within a few days  
17 prior to the walk-through to incorporate an engine  
18 change in this office, and that the air handling unit  
19 was going to -- the air handling unit was going to be  
20 moved from the area that's marked in red to the room  
21 above it for the purposes of providing space for a  
22 larger engine within the area that's currently marked  
23 red, and at that point, the space in the current  
24 engine room would be made available for other  
25 purposes.

1                   We've since then heard testimony from  
2 Mr. Bloomer indicating that the entire room was going  
3 to be required for the purposes of mounting an  
4 engine.

5                   We at that point asked for plans and  
6 manufacturer's information to justify the need for all  
7 that space. We didn't receive any BellSouth plans for  
8 that space, but we did receive as part of the  
9 documents plans for the engine, and coupled with those  
10 plans and Mr. Bloomer's statements on the requirements  
11 for intake and exhaust spacing, drew up a set of space  
12 plans and tried to figure out how it would be  
13 necessary to utilize all that space for the engine  
14 required.

15                   Our estimation was that there is some  
16 conflicting testimony in this area, and that all the  
17 space is not going to be required to mount that  
18 engine. Indeed, the blueprints that were sent to us  
19 in the second volume of PODs added 142 square feet  
20 over on the right-hand side for future power  
21 requirements and showed how they were going to modify  
22 the house service panel in that area to make room for  
23 that.

24                   So at this point, Supra remains rather  
25 confused over exactly where this engine expansion is

1 going to take place and specifically how much space is  
2 going to be assigned to it. From our own estimation,  
3 it appears that there's definitely some amount of  
4 space available in this general area. Specifically  
5 where that space will ultimately be available is still  
6 confusing to us.

7 I'll now go on to page 2, which is the  
8 second floor of the Golden Glades central office.

9 There remain -- I want to back up for one  
10 minute. There are two additional areas marked on the  
11 first floor of the Golden Glades, one section in the  
12 isolated ground plane area, which indicates that there  
13 is fragmented space available throughout that area,  
14 representing 14 times 3-1/2. That space is not shown  
15 on the diagram. I didn't attempt to draw in where it  
16 would go. I just highlight the fact that there is  
17 space available for some purposes in that area, as  
18 well as the integrated ground plan where there's 77  
19 times 3-1/2 square feet of available space in that  
20 area.

21 Continuing on to the diagram on the second  
22 page, the large area that's indicated there, the 661  
23 square feet, is that section that has been reserved  
24 for growth of the Broward County tandem and the local  
25 switch in that office. And based on the information

1 supplied to us in POD 27, BellSouth estimates that  
2 there's four to five feet years growth space reserved  
3 in that area alone.

4           Additionally, there are two other areas.  
5 There's 177 square feet marked as available for future  
6 use. There are 15 times 3-1/2, which represents  
7 isolated frames scattered through the central office  
8 as part -- that have developed apparently as part of  
9 switch modernizations throughout that office. And  
10 additionally, the training room in the lower  
11 right-hand corner, which is on several pieces of  
12 documentation alternately marked as a maintenance  
13 office.

14           At this point I would like to go on to the  
15 third page, which reflects several of the proposals  
16 Supra is making for where Supra collocation space  
17 could be provided. Bear with me for just a minute  
18 while we put up another overlay.

19           I would mark this as Option 1. One of the  
20 reasons we've represented this is that Ms. Keating  
21 asked me to take some things into consideration. We  
22 chose this area because of the fact that it very  
23 nicely incorporates the potential for both isolated  
24 and integrated ground plane equipment to be installed  
25 in close proximity to one another, potentially

1 allowing for the construction of walls if it's  
2 ultimately determined those are necessary, without  
3 scattering the space throughout the central office.

4 So we would mark this as Option Number 1,  
5 specifically because it provides space for the  
6 installation of switching equipment, which requires  
7 the isolated ground plane, as well as transmission  
8 equipment, which traditionally uses an integrated  
9 ground plane, in close proximity to one another.

10 Option Number 2 shows two separated areas  
11 within the area of the isolated ground plane. We note  
12 that in POD 27, this is the area that's marked for six  
13 to seven years expansion of the O4T tandem, as well as  
14 25 years worth of expansion for the TOPS operator  
15 switch, and feel that because the space is reserved  
16 for that far out in the future, the projections and  
17 the ability of BellSouth to accommodate Supra in that  
18 area would be very realistic.

19 The other area to the left of that is an  
20 area that could be set aside for transmission  
21 equipment, which requires the integrated ground  
22 plane. And we chose that area specifically because on  
23 BellSouth's own document it's identified as space  
24 that's available for collocation, and it is of the  
25 proper ground plane required for that type of

1 equipment.

2           While they set up the overlays for the  
3 third option, I just want to explain that the choices  
4 that I present for the third option involve space on  
5 both the first and second floor, and as such, would  
6 require the next two pages to be looked at  
7 simultaneously to see the full range of space.

8           Again, on the first floor, I've identified  
9 within the area of the integrated ground plane the  
10 same space that I used in Option Number 2,  
11 specifically because it is an integrated ground plane  
12 and it has been identified for collocation purposes.

13           And for the purposes of providing isolated  
14 ground plane for switching equipment, we make a  
15 selection on the second floor in that space that's  
16 reserved for the growth of the O1T tandem and the  
17 local switch that has been indicated as four to five  
18 years growth potential in that area, as potential for  
19 placing switching equipment which requires the  
20 isolated ground plane.

21           That concludes the late-filed exhibits  
22 covering the available space in the Golden Glades  
23 central office and some of Supra's suggestions as to  
24 where Supra's collocation space could be located.

25           I would like to point out that on the



1 diagrams that are marked in red, in no case have we  
2 attempted to identify each and every available  
3 location that could be made available. We've tried to  
4 be reasonable about this and realize that if we were  
5 to ask for a certain terminal to be moved to make  
6 space for collocation, that we couldn't ask for all  
7 the terminals of that type to be removed, because they  
8 have a need to use that equipment to do their  
9 collocation -- I'm sorry, to do their switch  
10 provisioning. We've also made serious efforts in our  
11 floor plan designs to avoid the need in our  
12 collocation space to take up space with desks and  
13 terminals, and as such, have sought to provide that  
14 same type of function in a remote location so as not  
15 to impact the floor space requirements unnecessarily.

16           Going on to the diagram on the West Palm  
17 Beach Gardens central office, again I'll start in the  
18 upper right-hand corner. In the upper right-hand  
19 corner is that section of the main distribution frame  
20 that was -- had been reserved in the 1994 filing that  
21 was recently removed because it was unnecessary.  
22 There's currently a workstation placed in that area,  
23 but that was a portion of the space that was reserved  
24 and then deemed as being unnecessary.

25           Immediately below that is a section of 403

1 square feet that's marked for future expansion of the  
2 SCP. And since it is set aside for future use, it has  
3 been marked in red as space available.

4 To the left of that area is a large area  
5 representing 686 square feet of space that's available  
6 on the integrated ground plane for transmission type  
7 switching purposes.

8 Immediately below that is 329 square feet  
9 that's currently reserved for future growth of the  
10 TOPS switch. The TOPS is the operator services  
11 switch. And we seek to show later in the day that  
12 there is sufficient capacity on that switch, and that  
13 space could be made available for collocation  
14 purposes, based on the forecasting information we  
15 received during depositions.

16 To the left of that and down at the bottom,  
17 there's 246 square feet of available space for power  
18 requirements. It's marked in red because it has been  
19 identified as space reserved for future use.

20 To the left of that is a section that's 68  
21 square feet marked for future transmission purposes,  
22 which abuts a larger vertically marked red area, for  
23 which I'm not clear whether a space estimate has been  
24 provided for that as part of the 68 square feet or  
25 whether it was omitted. It has obviously been marked

1 for future use, but we're not clear on whether that  
2 space has been included in the 68 or whether it has  
3 just been omitted from the diagram.

4           Immediately below that area is a large  
5 section, quite large section of expansion space that  
6 has been reserved for the tandem in that office.  
7 We've received a number of different elements of  
8 testimony regarding the positioning of switch elements  
9 in that office. There has apparently been three  
10 lineups worth of equipment reserved for future use in  
11 that area. At the rate of installation of switch  
12 elements that we were told, that three lineups of  
13 equipment represents approximately six years worth of  
14 growth in that area.

15           Coming along to the far left-hand side  
16 where there was three workstations installed along the  
17 left-hand wall, there's a section in the middle that  
18 we've marked in red because, as we did the  
19 walk-throughs, we were told that of the three  
20 workstations along the wall, there was a duplicate  
21 workstation in the middle that was capable of  
22 controlling each and any of the switches in the office  
23 that duplicated the capability of the workstation  
24 immediately below it. So we would ask that  
25 consideration be made for removing that duplicated

1 workstation.

2           Immediately above that area is space that's  
3 part of a large storage area and receiving area in  
4 that office. We marked approximately half that space  
5 out. In recognizing Ms. Keating's request to consider  
6 spaces that could be easily enclosed with firewalls,  
7 we felt that should a decision be made to provide  
8 collocation in that area, that the structure was  
9 already built to have the walls in place and that it  
10 would be quite easy to add fire rated walls around the  
11 remainder of that area.

12           To the right hand of that space, there's  
13 some large equipment and administration areas that  
14 you'll see on the video that represent large, possibly  
15 inefficiently used spaces that could be considered for  
16 collocation purposes.

17           And immediately below that area is 526  
18 square feet of space that BellSouth has reserved for  
19 future switching requirements, and that's marked in  
20 red, obviously, because it is reserved space.

21           To the right of that is a section of 143  
22 square feet that has been reserved for future space.

23           And then I would point out that throughout  
24 the various areas of the office, there are individual  
25 spaces that represent small sections of space that are

1 reserved for future use as well.

2 This drawing represents the last page of  
3 my exhibit and represents space that Supra believes  
4 could be set aside for its collocation. We've  
5 identified two areas. The one in the upper right is  
6 integrated ground plane area suitable for transmission  
7 equipment, and it's also in the general area where  
8 other collocators have applied for and been granted  
9 space. And in the isolated ground plane area down in  
10 the expansion space for the O4T tandem, which, by the  
11 testimony we've received, apparently represents about  
12 a six-year reservation of space for that switch where  
13 space could be made available for Supra's equipment.

14 That is my analysis of the maps.

15 MS. SUMMERLIN: Okay. I tender the witness  
16 for cross examination.

17 COMMISSIONER DEASON: Ms. White?

18 CROSS EXAMINATION

19 BY MS. WHITE:

20 Q Mr. Nilson, just to go to your map for a  
21 minute about Palm Beach Gardens, the space you have in  
22 blue up in the top of the last page of your exhibit.

23 A Yes, ma'am.

24 Q You said that that was space that was  
25 reserved for collocation?

1           A     No. I said it was identified as space  
2 reserved for future use, and it's in the general area  
3 of where another collocator has been provided space.

4           Q     And that collocator is a virtual  
5 collocator; right?

6           A     Yes, ma'am, it is.

7           Q     You stated in your summary, the first part  
8 of your summary, not the diagrams, that BellSouth has  
9 obligations under the Act to modernize its network to  
10 accommodate collocation; is that correct?

11          A     I don't recall making that statement, no.

12          Q     Well, let me ask you, you said that there  
13 was fragmented space at which collocation could be  
14 accommodated; is that right?

15          A     That's correct.

16          Q     Does the Act require the defragmenting of  
17 equipment racks to accommodate collocation?

18          A     I'm not certain that the Act specifically  
19 addresses fragmented space.

20                   What my statement was was borne out by the  
21 numbers on Mr. Bloomer's exhibit here, which indicates  
22 there is quite a bit of frames in the -- in what  
23 BellSouth refers to as the toll area of the Golden  
24 Glades tandem where equipment may have been installed  
25 at one point in time but is not currently installed.

1 There is large numbers of racks that may only have one  
2 or two pieces of equipment installed in them, and it's  
3 conceivable to expect or reasonable to expect that  
4 those are places where plans could change to make  
5 better use of the space.

6 Q Let's talk about the equipment. Mr. Ramos  
7 said that he was not testifying as a network expert,  
8 but that you would be. Do you agree with that?

9 A Yes, ma'am.

10 Q Okay. Let's talk about the Ascend TNT  
11 piece of equipment. That's a piece of equipment that  
12 Supra wants to physically collocate; isn't that  
13 correct?

14 A Yes, ma'am.

15 Q And is it your position that this piece of  
16 equipment can be used to provide information services  
17 and telecommunications services?

18 A Yes, ma'am.

19 Q What is the Ascend TNT?

20 A It's a multifunction box that incorporates  
21 capacity for installing modem equipment as well as --  
22 the modem equipment essentially installs into the  
23 frame in such of a way that it uses the service of a  
24 core switch that's used for the purposes of  
25 consolidating the switching packet type services.

1           Q     Okay.  So is it fair to call the Ascend TNT  
2 a switch?

3           A     Well, Ascend calls it that in their  
4 literature.

5           Q     Can you use the Ascend TNT to switch a  
6 local or toll call?

7           A     Could you repeat the question?

8           Q     Can you use the Ascend TNT to switch a  
9 local or toll call?

10          A     If we limit my answer to strictly stating  
11 that it's possible to do that using the Ascend TNT to  
12 switch a local call provisioned across an ISDNPRI  
13 circuit, that's correct.

14          Q     Okay.  Can you tell me how it does that?

15          A     In combination with the Ascend SS7 gateway,  
16 an ALEC is provided to the gateway service.  The TNT  
17 is then capable of directly trunking ISDNPRI circuits  
18 for the purpose of provisioning PBX, et cetera.

19          Q     Okay.  Does the Ascend TNT provide dial  
20 tone?

21          A     I'm not sure I have the answer to that at  
22 hand.

23          Q     Okay.  Does it store the digits the  
24 customer has dialed?

25          A     I believe in conjunction with the SS7



1 gateway it does.

2 Q Does it translate the digits so that the  
3 call can be routed?

4 A Yes.

5 Q What part of it does that?

6 A The gateway system.

7 Q What part connects the call to an outgoing  
8 trunk?

9 A Could you repeat that?

10 Q What part connects the call to an outgoing  
11 trunk?

12 A The TNT itself under the direction of the  
13 gateway.

14 Q How many customer lines can be hooked up to  
15 the Ascend TNT?

16 A I don't know that off the top of my head,  
17 but it's in their literature.

18 Q How many voice conversations can be carried  
19 on at one time using the Ascend TNT?

20 A Well, that would be 24 times the number of  
21 trunks.

22 Q And how many trunks does the Ascend TNT  
23 have?

24 A That was the question I just told you I  
25 didn't have off the top of my head.

1 Q Does the Ascend TNT allow you to provide  
2 vertical features?

3 A Can you define what you mean by vertical  
4 features?

5 Q Yes, like call waiting, conference calling,  
6 call forwarding.

7 A No, ma'am. This would be specifically for  
8 provisioning circuits in PBXs, and those vertical  
9 features are typically supplied by the PBX itself.

10 Q Does the Ascend TNT, does it also perform  
11 as an Internet protocol router?

12 A It's my understanding that the Internet  
13 capability of that switch is done in switching mode,  
14 not in routing mode.

15 Q Can you explain what that means to me?

16 A Well, from an engineering standpoint,  
17 routing is something that occurs over and over again  
18 throughout the course of trying to get data from one  
19 location to another, whereas switching establishes a  
20 path for the communications to travel on at the point  
21 at which the call is set up, and then it stays set up  
22 throughout the duration of the call, as opposed to  
23 having to continuously remake that decision on a route  
24 by route basis.

25 Q Is Supra planning on using the Ascend TNT

1 to switch a local call from one customer to another?

2 A We're planning on using it to extend our  
3 capability to provision ISDNPRI circuits to PBX  
4 customers.

5 Q Okay. And believe me, I am not a  
6 technical expert, but does that mean that it will  
7 switch a local call -- or you will use it to switch a  
8 local call from one customer to another?

9 A Within that definition, yes.

10 Q Okay. Can you explain to me the  
11 limitation?

12 A The Ascend TNT switch is incapable of  
13 hooking to POTS lines for the purpose of provisioning  
14 two-wire telephone services. It's only capable of  
15 provisioning ISDNPRI circuits to PBX customers.

16 Q Okay. Is an easier way to say that is that  
17 it's a switch for data, not a switch for voice  
18 conversations?

19 A No. That would be over limiting, overly  
20 limiting.

21 Q Okay. Can you explain to me -- well, you  
22 said it wouldn't be capable or it's not capable of  
23 being used to provide voice conversations; correct?

24 A I did not say that. I said it's not  
25 capable of hooking to two-wire copper circuits. It's

1 capable of provisioning voice PRI circuits to PBX  
2 customers, as well as providing data communications.

3 COMMISSIONER DEASON: Ms. White, how much  
4 more do you have for this witness?

5 MS. WHITE: Probably 15 minutes.

6 COMMISSIONER DEASON: Okay. We're going to  
7 go ahead and recess for lunch. We'll reconvene at  
8 1:00.

9 (Recessed for lunch at 12:10 p.m.)

10 (Transcript continues in sequence in  
11 Volume 2.)

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BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

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 In the matter of: : DOCKET NO. 980800-TP  
 Petition for emergency relief :  
 by Supra Telecommunications :  
 & Information Systems against :  
 BellSouth Telecommunications :  
 Inc., concerning collocation :  
 and interconnection agreements. :  
 -----

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PROCEEDINGS: HEARING

BEFORE: COMMISSIONER J. TERRY DEASON  
 COMMISSIONER SUSAN F. CLARK  
 COMMISSIONER E. LEON JACOBS, JR.

DATE: Tuesday, October 21, 1998

TIME: Commenced at 9:40 a.m.

PLACE: Betty Easley Conference Center  
 Room 148  
 4075 Esplanade Way  
 Tallahassee, Florida

REPORTED BY: MARY ALLEN NEEL, RPR

APPEARANCES:

SUZANNE F. SUMMERLIN, 1311-B Paul Russell Road,  
 Suite 201, Tallahassee, Florida 32301, on behalf of  
 Supra Telecommunications and Information Systems, Inc.

NANCY WHITE, 150 South Monroe Street, Suite 400,  
 Tallahassee, Florida 32301, on behalf of BellSouth  
 Telecommunications, Inc.

BETH KEATING, Florida Public Service Commission,  
 2540 Shumard Oak Boulevard, Tallahassee, Florida  
 32399-0850, on behalf of the Commission Staff.

I N D E X

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1 PROCEEDINGS

2 COMMISSIONER DEASON: Call the hearing to

3 order. Could we have the notice read, please?

4 MS. KEATING: By notice issued September

5 15, 1998, this time and place has been set for a

6 hearing in Docket No. 980800-TP. The purpose is as

7 set forth in the notice.

8 COMMISSIONER DEASON: Take appearances.

9 MS. WHITE: Nancy White on behalf of

10 BellSouth Telecommunications.

11 MS. SUMMERLIN: Suzanne Summerlin

12 representing Supra Telecommunications and Information

13 Systems.

14 MS. KEATING: And Beth Keating appearing

15 for Commission Staff.

16 COMMISSIONER DEASON: Okay. Ms. Keating,

17 any preliminary matters?

18 MS. KEATING: Just a few, Commissioner.

19 First off, we've got a rather lengthy list of orders

20 and Commission orders that the parties have agreed

21 should be taken official recognition of. We've made a

22 list of this so that in lieu of actually reading each

23 one into the record, we could just mark this as the

24 first hearing exhibit.

25 COMMISSIONER DEASON: Okay. This is a list

5

1 consisting of 33 different items?  
 2 MS. KEATING: That's correct.  
 3 COMMISSIONER DEASON: Okay.  
 4 MS. KEATING: And Staff would ask that this  
 5 be marked as Hearing Exhibit 1.  
 6 COMMISSIONER DEASON: It will be so  
 7 identified.  
 8 MS. KEATING: And Staff would move Hearing  
 9 Exhibit 1.  
 10 COMMISSIONER DEASON: Okay. Any  
 11 objection?  
 12 Hearing no objection, then Exhibit 1 will  
 13 be admitted into the record.  
 14 (Exhibit 1 marked for identification and  
 15 received in evidence.)  
 16 MS. KEATING: And the second thing that  
 17 needs to be addressed is the order of witnesses. Two  
 18 witnesses have been added to the list since the  
 19 Prehearing Order was issued. Those witnesses are  
 20 Barbara Cruit and Pam Tipton. Also, the parties have  
 21 agreed to a slight rearrangement of the order of  
 22 witnesses in an attempt to shorten some of the  
 23 presentations, and if we could, we could just go  
 24 through the list, or the reorganized list that has  
 25 been proposed.

7

1 MS. KEATING: Okay. The next thing that  
 2 needs to be taken up is, there are a number of  
 3 exhibits that the parties have agreed may be  
 4 stipulated into the record. The first are a number of  
 5 deposition transcripts, including the late-filed  
 6 deposition exhibits and errata sheets. I've got a  
 7 list here of them, and I should note that these will  
 8 be composite exhibits, but counsel for the particular  
 9 witness has the copies of the late-filed deposition  
 10 exhibits, but those will be added into the total  
 11 exhibit.  
 12 COMMISSIONER DEASON: So each of these --  
 13 these are listed. I have a list here of 1 through 14,  
 14 beginning with Grant and ending with Graham.  
 15 MS. KEATING: That's correct. And I  
 16 suggest --  
 17 COMMISSIONER DEASON: And we need to  
 18 identify these, and it's understood that these  
 19 exhibits will consist of the deposition transcripts  
 20 with errata sheets and late-filed exhibits referenced  
 21 therein.  
 22 MS. KEATING: That's correct.  
 23 COMMISSIONER DEASON: Okay. We will  
 24 identify those then as Exhibits 2 through 15.  
 25 MS. KEATING: And would you like me to read

6

1 COMMISSIONER DEASON: Yes, that will be  
 2 fine.  
 3 MS. KEATING: The suggested organization is  
 4 that Mr. Ramos should go first with his direct,  
 5 Mr. Nilson second with his direct and rebuttal.  
 6 Mr. Graham will go third with his rebuttal. He will  
 7 also have a video presentation. Fourth will be David  
 8 Thierry for BellSouth with his direct and rebuttal.  
 9 Fifth will be Pam Tipton. She has no prefiled  
 10 testimony. I would make note of that. She has been  
 11 added in light of depositions that were taken last  
 12 week. Sixth is Barbara Cruit. She also has no  
 13 prefiled testimony. Seventh is Guy Ream with his  
 14 direct and rebuttal. Eighth is Jerry Rubin with his  
 15 rebuttal. Ninth is James Bloomer with his direct and  
 16 rebuttal. Tenth is Wayne Mayes with his direct.  
 17 Eleventh is Keith Milner with his direct and  
 18 rebuttal. And twelfth will be Mr. Ramos again with  
 19 his rebuttal.  
 20 COMMISSIONER DEASON: Is there agreement  
 21 that this is the revised order of witnesses?  
 22 MS. SUMMERLIN: Yes.  
 23 COMMISSIONER DEASON: Very well. Then  
 24 that's the order that we will utilize for hearing  
 25 purposes.

8

1 through the list quickly?  
 2 COMMISSIONER DEASON: If you think it's  
 3 necessary.  
 4 MS. SUMMERLIN: I don't think --  
 5 MS. KEATING: I don't know that they're  
 6 working off the same list.  
 7 COMMISSIONER DEASON: Oh, they don't have  
 8 the same list?  
 9 MS. SUMMERLIN: I don't have that  
 10 particular list, and if we refer to it later, we might  
 11 need to know which one it is.  
 12 COMMISSIONER DEASON: Okay.  
 13 MS. KEATING: Staff would ask that the  
 14 deposition transcript of Amanda Grant be marked as  
 15 Exhibit 2.  
 16 COMMISSIONER DEASON: It will be so  
 17 identified.  
 18 (Exhibit 2 marked for identification.)  
 19 MS. KEATING: The deposition transcript of  
 20 Pam Tipton be marked as Exhibit 3.  
 21 COMMISSIONER DEASON: It will be so  
 22 identified.  
 23 (Exhibit 3 marked for identification.)  
 24 MS. KEATING: Nancy Nelson's transcript  
 25 marked as Exhibit 4.

1 COMMISSIONER DEASON: It will be so  
 2 identified.  
 3 (Exhibit 4 marked for identification.)  
 4 MS. KEATING: Pat Solin's deposition  
 5 transcript as Exhibit 5.  
 6 COMMISSIONER DEASON: It will so  
 7 identified.  
 8 (Exhibit 5 marked for identification.)  
 9 MS. KEATING: Guy Ream's deposition  
 10 transcript marked as Exhibit 6.  
 11 COMMISSIONER DEASON: It will be so  
 12 identified.  
 13 (Exhibit 6 marked for identification.)  
 14 MS. KEATING: Jerome Rubin's deposition  
 15 transcript marked as Exhibit 7.  
 16 COMMISSIONER DEASON: It will be so  
 17 identified.  
 18 (Exhibit 7 marked for identification.)  
 19 MS. KEATING: James Bloomer's deposition  
 20 transcript marked as Exhibit 8.  
 21 COMMISSIONER DEASON: It will be so  
 22 identified.  
 23 (Exhibit 8 marked for identification.)  
 24 MS. KEATING: Wayne Mayes' deposition  
 25 transcript marked as Exhibit 9.

1 COMMISSIONER DEASON: It will be so  
 2 identified.  
 3 (Exhibit 14 marked for identification.)  
 4 MS. KEATING: And Mark Graham's deposition  
 5 transcript marked as Exhibit 15.  
 6 COMMISSIONER DEASON: It will be so  
 7 identified.  
 8 (Exhibit 15 marked for identification.)  
 9 MS. KEATING: And Staff would move Exhibits  
 10 2 through 15.  
 11 COMMISSIONER DEASON: Without objection,  
 12 Exhibits 2 through 15 are admitted in the record.  
 13 (Exhibits 2 through 15 received in  
 14 evidence.)  
 15 MS. KEATING: The parties have also agreed  
 16 that the first and second set of interrogatory  
 17 responses by BellSouth may be stipulated into the  
 18 record.  
 19 COMMISSIONER DEASON: The first and second  
 20 set of interrogatory responses -- these are responses  
 21 from BellSouth?  
 22 MS. KEATING: That's correct.  
 23 COMMISSIONER DEASON: And they will be  
 24 identified as Exhibit 16.  
 25 (Exhibit 16 marked for identification.)

1 COMMISSIONER DEASON: It will so  
 2 identified.  
 3 (Exhibit 9 marked for identification.)  
 4 MS. KEATING: David Thierry's deposition  
 5 transcript marked as Exhibit 10.  
 6 COMMISSIONER DEASON: It will be so  
 7 identified.  
 8 (Exhibit 10 marked for identification.)  
 9 MS. KEATING: Keith Milner's deposition  
 10 transcript marked as Exhibit 11.  
 11 COMMISSIONER DEASON: It will be so  
 12 identified.  
 13 (Exhibit 11 marked for identification.)  
 14 MS. KEATING: Barbara Cruit's deposition  
 15 transcript marked as Exhibit 12.  
 16 COMMISSIONER DEASON: It will be so  
 17 identified.  
 18 (Exhibit 12 marked for identification.)  
 19 MS. KEATING: Mr. Ramos' deposition  
 20 transcript marked as Exhibit 13.  
 21 COMMISSIONER DEASON: It will be so  
 22 identified.  
 23 (Exhibit 13 marked for identification.)  
 24 MS. KEATING: David Nilson's deposition  
 25 transcript marked as Exhibit 14.

1 MS. KEATING: And Staff would move Exhibit  
 2 16.  
 3 COMMISSIONER DEASON: Without objection,  
 4 Exhibit 16 is admitted.  
 5 (Exhibit 16 received in evidence.)  
 6 MS. KEATING: The parties have also agreed  
 7 that the first and second set of POD responses by  
 8 BellSouth may be stipulated into the record.  
 9 COMMISSIONER DEASON: They will be  
 10 identified as Exhibit 17 and without objection shall  
 11 be admitted into the record.  
 12 (Exhibit 17 marked for identification and  
 13 received in evidence.)  
 14 MS. KEATING: The parties have also agreed  
 15 that BellSouth's videotapes of these two central  
 16 offices may be stipulated into the record.  
 17 COMMISSIONER DEASON: Now, do we have  
 18 copies of those tapes?  
 19 MS. KEATING: Yes, we do.  
 20 COMMISSIONER DEASON: And we can provide  
 21 that to the court reporter; is that correct?  
 22 MS. KEATING: It's my understanding they've  
 23 been provided.  
 24 COMMISSIONER DEASON: Oh, they've already  
 25 been provided. Okay. Now, do we have -- is there

13

1 more than one tape?

2 MS. KEATING: Yes, there is. These two  
3 tapes will be a composite exhibit. There's one tape  
4 for the West Palm Beach Gardens office, and there's  
5 another tape for the North Dade Golden Glades office.

6 COMMISSIONER DEASON: Okay. The two  
7 videotapes just described will be Composite Exhibit  
8 Number 18.

9 (Exhibit 18 marked for identification.)

10 MS. KEATING: And the parties have also  
11 agreed that Supra's videos of these two central  
12 offices may be stipulated into the record.

13 COMMISSIONER DEASON: And those two videos  
14 will be identified as Composite 19.

15 (Exhibit 19 marked for identification.)

16 COMMISSIONER DEASON: And without  
17 objection, Exhibits 18 and 19 shall be admitted into  
18 the record.

19 (Exhibits 18 and 19 received in evidence.)

20 MS. KEATING: And I believe those are all  
21 the stipulated exhibits. And the only other thing is  
22 that I should note that the parties have agreed to  
23 five-minute opening statements.

24 COMMISSIONER DEASON: Okay. Do any of the  
25 parties have any preliminary matters?

15

1 case that BellSouth has failed to comply with the  
2 Telecommunications Act of 1996 and the Collocation  
3 Agreement that it entered into with Supra. It's  
4 Supra's position that BellSouth had no right to deny  
5 Supra access to these central offices prior to  
6 obtaining an exemption from the Florida Public Service  
7 Commission. However, BellSouth did deny Supra access,  
8 stating that it was exempt from the physical  
9 collocation requirement as a result of waivers that  
10 had been granted for those offices by the FCC in 1993  
11 and 1994.

12 It is Supra's position that contrary to  
13 BellSouth's statements and agreements and the evidence  
14 you're going to hear today, that there is space  
15 available in these two central offices for Supra, and  
16 possibly space for others that may want to physically  
17 collocate there.

18 It is not Supra's position that BellSouth  
19 should not have adequate area for its equipment to do  
20 its business, nor is it Supra's position that  
21 BellSouth should not be able to reserve a reasonable  
22 amount of space for what it has to do in the future.  
23 It's not Supra's position that BellSouth doesn't need  
24 workstations and doesn't need storage areas. But it  
25 is Supra's position that BellSouth has a legal

14

1 MS. SUMMERLIN: No, sir.

2 COMMISSIONER DEASON: Okay. Ms. Summerlin,  
3 you may begin your opening statement, and you have  
4 five minutes.

5 MS. SUMMERLIN: Okay. I'm going to try my  
6 best to read this instead of my usual approach so that  
7 I can limit it to five minutes. I hope that I won't  
8 be going over that.

9 But let me just summarize by stating that  
10 Supra filed a Petition for Emergency Relief in this  
11 matter on June 30th, '98, after Supra was denied access  
12 to the North Dade Golden Glades and West Palm Beach  
13 central offices by BellSouth. Supra requested in the  
14 Petition for Emergency Relief a walk-through of the  
15 central offices. And we actually had two  
16 walk-throughs, one in July and one in September.

17 As a result of those walk-throughs, on the  
18 second walk-throughs we made tapes, both BellSouth and  
19 Supra, and we will be presenting our tapes of those  
20 offices this morning, or selected parts of them. We  
21 sent a substantial number of interrogatories and PODs  
22 that have already been put into the record. We've got  
23 three witnesses whose testimony you'll hear today, and  
24 we've deposed 11 BellSouth witnesses.

25 We're here today basically to put on our

16

1 obligation to make sure that its utilization of the  
2 space in those offices maximizes the space that's  
3 available for physical collocation by ALECs and  
4 CLECs.

5 Supra believes that there are a number of  
6 options that have not been pursued actively by  
7 BellSouth that would maximize the space in those  
8 offices to permit physical collocation.

9 There's a very important point to make I  
10 think today that it is not a comparison between these  
11 two offices and all the other offices of BellSouth  
12 that we're to look at today, because, admittedly,  
13 there are other central offices that may have extra  
14 floors, you know, huge rooms that are available for  
15 physical collocation, and that's well and good. But  
16 that's not issue that's before the Commission today.  
17 What Supra is saying is that one must look at these  
18 central offices today and compare them to what they  
19 would look like if the company were maximizing the  
20 space that was available for people to physically  
21 collocate.

22 It is our position that the strategies that  
23 could be taken have not been taken because there has  
24 not been adequate motivation on the part of BellSouth  
25 to do that.

17

1 BellSouth will tell you today that its  
2 projections for future growth justify reserving 18% of  
3 the space in these offices for itself for future use,  
4 while refusing to grant any ALEC or other carrier  
5 physical collocation.

6 We have other issues in this case that are  
7 connected with this, but are not just limited to these  
8 two offices. Supra's position is that BellSouth must  
9 be required by the Commission to comply with the  
10 three-month guideline that this Commission has  
11 established in other orders in other proceedings here  
12 as a reasonable guideline.

13 BellSouth's position is that it has no  
14 absolute requirement to comply with that. BellSouth  
15 will tell you that there are all kinds of  
16 circumstances that make it impossible for BellSouth to  
17 meet that three-month time line. There are all kinds  
18 of statements about South Florida building codes and  
19 local governmental bodies and building inspectors who  
20 are saying things like before anybody can physically  
21 collocate, you have to have a firewall from the floor  
22 to the ceiling, and you have to surround the party's  
23 equipment in the central office.

24 Supra does not contest that there may have  
25 been building inspectors that may have said those

19

1 ways that could be argued to make these physical  
2 collocation requests fit within the parameters of  
3 those codes. The simple fact of the matter is, the  
4 entire process has been put in the hands of  
5 subcontractors and has been completely removed from  
6 the control of the CLEC or ALEC that's involved, and  
7 BellSouth itself is not taken an adamant, aggressive  
8 position in this situation.

9 And I think at this juncture it's very  
10 important to remember that the statutory obligation in  
11 the Telecommunications Act is that BellSouth may not  
12 deny physical collocation to an ALEC until it has made  
13 a showing to a State Commission and received a ruling  
14 from that State Commission that there is not adequate  
15 space available. Therefore, the burden here today is  
16 on BellSouth to prove to you that there is not  
17 adequate space.

18 Another very important issue is to  
19 recognize that there is space in these offices that is  
20 being reflected as being occupied that has various  
21 items scattered throughout it, different workstations,  
22 storage cabinets, this and that. There's space that's  
23 being reserved for future use that's based on  
24 projections that Supra challenges as not being  
25 substantial enough to support the kinds of amounts of

18

1 things. Supra contests BellSouth's position that  
2 there is no fire to be put under BellSouth about this  
3 issue. Supra says that BellSouth has not taken any  
4 kind of aggressive action to go and to address these  
5 concerns. BellSouth has done nothing to contest any  
6 finding, because there has been no proceeding at any  
7 of these local governmental levels to try to show that  
8 in fact, if such things do exist -- and that is not  
9 absolutely established at all in the evidence today.  
10 If such a problem does exist, BellSouth would have an  
11 obligation to present to these local governmental  
12 entities the fact that this constitutes a violation of  
13 the Telecommunications Act to put this kind of a  
14 requirement if it does exist.

15 But, in fact, BellSouth has done nothing  
16 except recently send a letter to a national building  
17 code association that basically says, "We're having a  
18 problem. What do you think about it?" But the truth  
19 of the matter is, until you contest it, if it does  
20 exist at these local entities, until someone is  
21 adequately motivated to contest it, that is not going  
22 to change, if it does exist at all.

23 It is Supra's view that the code that has  
24 been produced, the couple of examples that have been  
25 produced on their face when one looks at them provide

20

1 space that BellSouth says it needs to reserve for  
2 future use.

3 There are significant differences between  
4 what you will see in the BellSouth testimony today  
5 about these offices when you compare them to what was  
6 filed in the petitions for waiver in '93 and '94, and  
7 I would urge you to pay close attention to those  
8 differences.

9 COMMISSIONER DEASON: Ms. Summerlin, you  
10 need to wrap it up. Are you finished?

11 MS. SUMMERLIN: Can I just say two  
12 sentences, and I'll tie it up.

13 COMMISSIONER DEASON: Sure.

14 MS. SUMMERLIN: The final issue that we are  
15 talking about today is the equipment issue. BellSouth  
16 has said that it has the right to tell Supra what kind  
17 of equipment it can put into the central office.

18 The most salient point that I can make on  
19 this in one sentence is that the FCC has very recently  
20 addressed the issue and has reached a tentative  
21 conclusion that we will present later today that  
22 BellSouth should be, or any ALEC -- I mean ILEC, I'm  
23 sorry -- should be required to permit physical  
24 collocation by a CLEC or an ALEC of any equipment that  
25 it permits an affiliate of that company to physically

21

1 collocate to provide enhanced or information services.  
 2 The important issue is that Supra is not an  
 3 enhanced services provider or an information services  
 4 provider or an Internet services provider. Supra is a  
 5 company trying to provide local exchange services, and  
 6 in conjunction with that activity, provide the other  
 7 services that BellSouth itself provides from its  
 8 central office as the local exchange carrier.

9 The only other thing -- I am through with  
 10 my opening statement. I just want to tell you a  
 11 couple of things that the Staff asked us to do. They  
 12 wanted me tell you what our presentation was going to  
 13 be just in two sentences basically, because it's kind  
 14 of different than the usual thing.

15 Mr. Ramos is going to present his direct  
 16 testimony.

17 And after he is through, Mr. Nilson is  
 18 going to deal with his direct and rebuttal, to try to  
 19 save time. And in his testimony, he is going to do a  
 20 short presentation of a late-filed exhibit that the  
 21 Staff requested, which is a diagram of the space that  
 22 Supra believes should be considered available for  
 23 physical collocation in these offices, as well as the  
 24 options that Supra would recommend as a choice, you  
 25 know, for where the physical collocation should be

23

1 Ms. White?

2 COMMISSIONER CLARK: Mr. Chairman, I just  
 3 wanted to follow up on something.

4 COMMISSIONER DEASON: Sure.

5 COMMISSIONER CLARK: Do I understand your  
 6 argument to be, first of all, because they did not  
 7 have a waiver, you are entitled to space whether or  
 8 not they have it?

9 MS. SUMMERLIN: My position is that this is  
 10 evidence of the approach BellSouth has taken.

11 If you were to determine that there was no  
 12 space available after you consider all the evidence, I  
 13 am not saying that you would necessarily be in a  
 14 position to say that they have to give us physical  
 15 collocation. I'm just saying that that is a very  
 16 important point in terms of what we believe  
 17 BellSouth's approach to this situation has been.

18 COMMISSIONER CLARK: Okay. Thanks.

19 COMMISSIONER DEASON: Ms. White?

20 MS. WHITE: Yes. I'll be very brief.

21 BellSouth has over 200 central offices in  
 22 the State of Florida. We are here today because  
 23 BellSouth believes that two of these central offices  
 24 don't have sufficient space for physical collocation.  
 25 The offices involved are the North Dade Golden Glades

22

1 provided. He's going to spend just a very short time  
 2 explaining his exhibit. We have a large poster  
 3 depiction of that exhibit, and that's what he's going  
 4 to do.

5 Then although Mr. Graham, who is our only  
 6 other witness, our third witness, only filed rebuttal  
 7 testimony, we've agreed to let him go next, and he  
 8 will then present the videotapes from the two  
 9 walk-throughs. What he has tried to do is to give you  
 10 just a short snapshot view of various junctures  
 11 through the walk-through. These things took seven and  
 12 a half hours, the two walk-throughs together, so we've  
 13 tried to glean them down as short as we possibly could  
 14 to show you the sites we thought were significant.  
 15 And Mr. Nilson will point to his map at the same time  
 16 that Mr. Graham is going through the video to try to  
 17 get some correlation between Mr. Nilson's exhibit and  
 18 the videotape, to try to bring some sense to what  
 19 we're trying to say.

20 And my understanding is that although  
 21 BellSouth is not going to present warring tapes, you  
 22 know, they're not going to present their own view of  
 23 this, their witnesses will be using their diagrams to  
 24 counter them.

25 COMMISSIONER DEASON: Thank you.

24

1 and the West Palm Beach Gardens central offices.  
 2 These offices house local and toll switches, tandems,  
 3 operator service switches, signaling equipment, and  
 4 various circuit and transmission equipment.

5 During the course of this case, both  
 6 parties videotaped the interior of these central  
 7 offices. Each tape lasts about two hours. The tapes  
 8 are already in the record, and I would urge you to  
 9 view them at your leisure. I don't care whether you  
 10 view BellSouth's videotapes or Supra's videotapes, but  
 11 they are helpful.

12 Because of the length of the tapes and the  
 13 fact that this is a one-day hearing, BellSouth will be  
 14 using floor plans to demonstrate our belief that no  
 15 space exists for physical collocation. I believe  
 16 Supra, as Ms. Summerlin indicated, will be using parts  
 17 of their videotapes.

18 BellSouth's witnesses will set forth the  
 19 method by which it has come to the belief that there  
 20 is no space available for physical collocation.  
 21 BellSouth's witnesses will testify that we have  
 22 reserved a reasonable amount of space in these offices  
 23 in order to fulfill our obligation to provide quality  
 24 service not only to BellSouth end users, but also to  
 25 provide interconnection access to ALECs, to

25

1 interexchange carriers, to Internet service providers,  
2 and to enhanced service providers.

3 Supra has been offered to opportunity to  
4 virtually collocate in these two offices, as other  
5 ALECs have done, because we have no space for physical  
6 collocation. They did not want the virtual  
7 collocation.

8 Two other issues in this docket, the time  
9 frame for providing physical collocation. This  
10 Commission has issued a couple of orders that set  
11 forth three months as a guideline to complete physical  
12 collocation arrangements. BellSouth sought a ruling  
13 that this period did not include the permitting  
14 process, and the Commission clarified its stance by  
15 saying, "We see three months as a guideline. Parties,  
16 go forth and negotiate. If you can't negotiate a time  
17 frame for providing physical collocation, come back  
18 and see us." That's one of the reasons we're today.

19 The last issue is the type of equipment  
20 that's allowed to be physically collocated in the  
21 central offices. This issue is concerned with whether  
22 BellSouth is required to allow physical collocation of  
23 equipment that is used to provide enhanced or  
24 information services. BellSouth does not believe it  
25 is, and the FCC has agreed with that.

27

1 A Yes, ma'am.

2 Q Would your answers to the questions in that  
3 testimony be the same if I asked those questions to  
4 you here this morning?

5 A Absolutely, yes, ma'am.

6 Q Okay. Do you have any changes or  
7 corrections that you have to make to your testimony?

8 A Nothing, ma'am.

9 MS. SUMMERLIN: Okay. I would ask that  
10 Mr. Ramos's direct testimony be inserted into the  
11 record as though read.

12 COMMISSIONER DEASON: Without objection, it  
13 shall be so inserted.

14 Q (By Ms. Summerlin) Mr. Ramos, did you  
15 prefile exhibits in this proceeding attached to your  
16 direct testimony that are identified as OAR-1 through  
17 OAR-19?

18 A Yes, ma'am.

19 Q Okay. Did you or someone under your direct  
20 supervision prepare these exhibits?

21 A Yes, ma'am.

22 MS. SUMMERLIN: Since we have already  
23 identified Mr. Ramos's exhibits, I won't ask to do  
24 that at this point.

25 Q (By Ms. Summerlin) Mr. Ramos, have you

26

1 I think it's more important for you to hear  
2 from the witnesses in this case than the attorneys, so  
3 with that, BellSouth is ready to try this case.

4 COMMISSIONER DEASON: Thank you.

5 Staff, do you have an opening statement?

6 MS. KEATING: No, sir.

7 COMMISSIONER DEASON: Okay. Ms. Summerlin,  
8 you may call your witness. And I'm going to ask all  
9 witnesses to please stand and raise your right hand.

10 (Witnesses collectively sworn.)

11 MS. SUMMERLIN: Supra would call Mr. Ramos.

12 -----

13 OLUKAYODE A. RAMOS

14 was called as a witness on behalf of Supra  
15 Telecommunications and Information Systems and, having  
16 been first duly sworn, testified as follows:

17 DIRECT EXAMINATION

18 BY MS. SUMMERLIN:

19 Q Mr. Ramos, would you please give your name  
20 and address for the record.

21 A My name is Olukayode Ramos. My address is  
22 2620 Southwest 27th Avenue, Miami, Florida 33133,  
23 Supra Telecommunications.

24 Q Mr. Ramos, did you prefile direct testimony  
25 in this proceeding that consists of 35 pages?

28

1 prepared a summary of your direct testimony?

2 COMMISSIONER DEASON: Ms. Summerlin, have  
3 they been given an exhibit number?

4 MS. SUMMERLIN: Well, I think that --

5 MS. WHITE: No.

6 MS. SUMMERLIN: Actually, I guess what we  
7 did was put late-filed. Okay. We can ask to identify  
8 them separately. I was thinking we had put everything  
9 in when we did the composite exhibit, but I guess we  
10 did not do those. It would be 20, I guess.

11 COMMISSIONER DEASON: It will be Exhibit  
12 20, and it will be the late-filed exhibits attached to  
13 the prefiled testimony consisting of OAR-1 through  
14 19.

15 MS. SUMMERLIN: I think it's --

16 COMMISSIONER DEASON: Is it 19?

17 MS. SUMMERLIN: Yes, that's right. That's  
18 right.

19 COMMISSIONER DEASON: Very well.  
20 (Exhibit 20 marked for identification.)

1 Q (By Ms. Summerlin) Mr. Ramos, would you  
2 give us your summary of your testimony?

3 A Thank you very much.

4 Good morning, Honorable Commissioners,  
5 Staff, witnesses, distinguished ladies and gentlemen.

6 Commissioners, here we are again in your  
7 presence because of the ongoing difficulties Supra has  
8 experienced in its efforts to physically collocate in  
9 BellSouth's central offices.

10 Section 251(c)(6) of the Telecommunications  
11 Act of 1996 specifies the collocation obligations of  
12 ILECs as follows: "Collocation - The duty to provide,  
13 on rates, terms, and conditions that are just,  
14 reasonable, and nondiscriminatory, for physical  
15 collocation of equipment necessary for interconnection  
16 or access to unbundled network elements on the  
17 premises of the local exchange carrier, except that  
18 the carrier may provide for virtual collocation if the  
19 local exchange carrier demonstrates to the State  
20 Commission that physical collocation is not practical  
21 for technical reasons or because of space  
22 limitations."

23 Now, BellSouth has failed to abide by the  
24 provisions of the Telecommunications Act of 1996,  
25 Section 51.323(f)(4) in Part 47 of the CFR, terms and

1 interrogatories, Item No. 13. Ms. Nelson merely  
2 relied upon a list of offices which BellSouth claimed  
3 it had prior exemptions. According to BellSouth,  
4 BellSouth has exemptions for 33 offices in all its  
5 nine states. This is a list of the offices that  
6 BellSouth claims that it has exemptions, without  
7 actually getting any exemption from any of the State  
8 Commissions in accordance with Section 251(c)(6).

9 Of critical consideration is the dates of  
10 the applications and the date of Ms. Nelson's E-mail  
11 response, a response period of only three days. She  
12 got the applications on May 2nd, which was a  
13 Saturday. By May 6th she had replied that they had no  
14 space. That means she had already made up her mind  
15 that she was not going to grant space in those  
16 offices.

17 After denying physical collocation, the  
18 E-mail response then suggested that Supra accept  
19 virtual collocation. As you know, virtual collocation  
20 is not in Supra's best interest. As a matter of fact,  
21 after receipt of that E-mail, Supra contacted  
22 Ms. Sally Simmons of the Public Service Commission  
23 about this particular issue, and she even advised that  
24 in a virtual collocation environment, Supra must be  
25 allowed by BellSouth to place its switching equipment,

1 conditions of the Supra/BellSouth Collocation  
2 Agreement, such that Supra has been severely impaired  
3 in its efforts to provide innovative local, long  
4 distance, and Internet telecommunications services to  
5 all Florida communications subscribers.

6 On June 30, 1998, the day the Commissioners  
7 voted on the Staff's recommendation in Docket No.  
8 980119, Supra's Petition for Emergency Relief against  
9 BellSouth, Supra had no choice than to file a new  
10 Petition for Emergency Relief against BellSouth on  
11 collocation related matters.

12 Allow me to digress for a moment to convey  
13 the circumstances that led to the filing of this  
14 complaint by Supra. On May 2, 1998, Supra submitted  
15 its applications to BellSouth for physical  
16 collocation. On May 6, 1998, BellSouth's Ms. Nancy  
17 Nelson rejected three of the applications, North Dade  
18 Golden Glades, Miami Palmetto, and West Palm Beach  
19 Gardens, because according to her, BellSouth did not  
20 have space available for physical collocation at those  
21 central offices. Please see Exhibit OAR-1.

22 Ms. Nelson did not follow BellSouth's much  
23 publicized procedure before rejecting those  
24 applications. Please refer to Exhibit OAR-11,  
25 BellSouth's response to Supra's first set of

1 because by BellSouth's definition of virtual  
2 collocation, you are not allowed to place switching  
3 equipment in a virtual collocation environment.

4 And so we said, "Okay. If you want us to  
5 take virtual collocation, we are prepared to do that,  
6 but if you're going to allow us to place our switching  
7 equipment in that environment," and they said no, that  
8 the only thing you can place in a virtual collocation  
9 environment is just transmission equipment that  
10 BellSouth would maintain.

11 Realizing the potential danger to Supra's  
12 planned network, Supra requested an explanation as to  
13 why there was no space in requested offices.  
14 BellSouth responded by claiming that it had waivers of  
15 physical collocation granted by this Commission. That  
16 was a false thing BellSouth told us. They said that  
17 they had physical collocation waivers granted by the  
18 Florida Public Service Commission.

19 After researching the matter, Supra  
20 discovered that no such waivers had ever been granted  
21 and confronted BellSouth with these findings.  
22 BellSouth only stated that they would look into the  
23 matter further.

24 When Supra was not provided an immediate  
25 and forthright explanation as to why BellSouth had



1 denied physical collocation, we contacted Ms. MaryRose  
2 Sirianni of the Florida Public Service Commission by  
3 way of a letter dated May 18, 1998, requesting  
4 assistance in resolving this collocation issue with  
5 BellSouth. Please refer to Exhibit OAR-2. A few days  
6 later, Ms. Sirianni informed me that she could not get  
7 BellSouth to reconsider its position and advised Supra  
8 to try again to resolve the dispute with BellSouth.

9 Consequently, Commissioners, I flew to  
10 Birmingham to meet with BellSouth on June 8, 1998, in  
11 Alabama to once again to ask BellSouth to reconsider  
12 its collocation denial. At that meeting, I was  
13 informed that BellSouth had denied other companies  
14 physical collocation space in these central offices.  
15 I advised those present that it was unfortunate that  
16 other companies have chosen to accept BellSouth's  
17 reply and simply walked away, however, Supra would not  
18 accept this response.

19 Supra is determined to compete with  
20 BellSouth in the local exchange services market and to  
21 bring the benefits of competition to telephone  
22 subscribers in Florida who have for too long been  
23 limited to monopoly providers of such services.

24 Mr. Cathey then sent a letter dated June  
25 18, 1998, in which he indicated that floor space for

1 physical collocation was unavailable in the North Dade  
2 Golden Glades and West Palm Beach Gardens central  
3 offices. Please see Exhibit OAR-3. Mr. Cathey then  
4 based his denial of collocation on the exemptions  
5 which BellSouth had received in 1993 from the FCC.

6 Commissioners, you will recall that not  
7 only was the Expanded Interconnection Services  
8 proceeding effectively manipulated and controlled by  
9 ILECs at that time, but that order has been superseded  
10 by the Telecommunications Act of 1996.

11 Subsequently, after all efforts at  
12 resolving this issue failed, Supra was left with no  
13 other choice than to file a Petition for Emergency  
14 Relief at this Commission.

15 Based on BellSouth's answers to  
16 Interrogatories Nos. 2, 3, 4, and 5, which are marked  
17 Exhibits OAR-4, 5, 6, and 7 respectively, BellSouth  
18 has reserved well over 3,197 square feet of space in  
19 North Dade Golden Glades and 4,035 square feet of  
20 space in the West Palm Beach central office  
21 respectively. Mr. Nilson of Supra will demonstrate  
22 beyond any reasonable doubt that BellSouth has  
23 reserved more than 2,000 square feet of extra space in  
24 those offices on top of the figures I quoted earlier,  
25 3,192 and 4,035.

1 Exhibit OAR-8 shows that BellSouth  
2 currently occupies at least 82% of the available space  
3 in these two central offices. For BellSouth to have  
4 reserved the remaining 18% of these two central  
5 offices for its own future use is completely  
6 inappropriate based on the requirements of the TA and  
7 CFR.

8 BellSouth has claimed that its capacity  
9 grows at an annual rate of 5%. At a 5% growth rate,  
10 BellSouth's annual needs in the West Palm Beach and  
11 North Golden Glades offices is approximately 600 and  
12 700 square feet respectively. At BellSouth's present  
13 growth rate, this allocation of space provides  
14 BellSouth more than ten years of future growth, while  
15 denying a paltry 200 square feet equipment footprint  
16 space needed for Supra's current needs.

17 Neither the TA nor the CFR allows BellSouth  
18 to deny physical collocation in either of these  
19 offices for the reasons used by BellSouth, which is,  
20 we have no space. Supra finds it incredibly  
21 frustrating and anticompetitive for BellSouth to be  
22 able to force Supra to litigate each and every issue  
23 involved in Supra's effort to compete with BellSouth  
24 in the local exchange services market. Such  
25 unnecessary litigation not only wastes both Supra and

1 this Commission's time and resources, but ultimately  
2 causes Florida telephone subscribers to suffer.

3 In this regard, BellSouth's litigation  
4 tactics not only deny consumers the benefits of free  
5 competition, but in the long run, consumers eventually  
6 pay BellSouth's litigation expenses by way of rate  
7 hikes and monopoly profits. Supra does not enjoy such  
8 an advantage and must bear its own litigation  
9 expenses. Indeed, as a BellSouth customer, which  
10 Supra is, by necessity, Supra ultimately helps  
11 BellSouth pay for BellSouth's anticompetitive  
12 litigation tactics, which is an irony.

13 Commissioners, BellSouth's policies  
14 regarding collocation have been designed and  
15 implemented in a way that impede competition.  
16 BellSouth's method of calculating collocation time  
17 frame and costs are simply barriers to entry.  
18 BellSouth's method of implementing physical  
19 collocation, especially the provisioning time frame  
20 and the requirement that walls be physically  
21 constructed around the ALEC's equipment is simply  
22 another tactic designed to delay and discourage  
23 competitors from physically collocating in BellSouth's  
24 central offices. There is very compelling evidence in  
25 this proceeding to support these allegation.

1 One of the fundamental goals of the TA is  
 2 promote innovation and investment by all participants  
 3 in the telecommunications industry for the benefit of  
 4 subscribers. BellSouth has effectively killed these  
 5 ideals of the TA. For example, BellSouth requires  
 6 ALECs to pay \$3,850 just to find out how much  
 7 BellSouth will charge the ALEC to collocate in a  
 8 central office. Then the ALEC must agree to pay  
 9 unreasonable collocation costs quoted by a BellSouth  
 10 certified contractor who was chosen by BellSouth.  
 11 BellSouth will not certify new contractors and will  
 12 not allow the ALEC to procure any other contractor.

13 Thereafter, BellSouth hides behind alleged  
 14 building code restrictions in order to force potential  
 15 collocators into unnecessary construction costs.  
 16 These costs would almost certainly be unnecessary if  
 17 ALECs were allowed to select their own contractors and  
 18 deal with the local municipalities regarding code  
 19 requirements.

20 The inevitable result is to inhibit  
 21 competitors from seeking to collocate. That is not  
 22 the approach the TA intended. The entire process is  
 23 so daunting that quite a number of ALECs have decided  
 24 to stay away from any type of collocation arrangement.  
 25 Please refer to ALTS and Supra's comments in CC Docket

1 violation of 47 CFR, Section 51.323(j), as well as  
 2 BellSouth's own internal procedures which require  
 3 competitive bidding on all projects exceeding \$2,500.  
 4 BellSouth's approach is not only a callous display of  
 5 indifference to ALECs and the TA, but also an  
 6 irresponsible waste of an ALEC's money. It is not  
 7 BellSouth's money, so why bother.

8 In addition, BellSouth is claiming that it  
 9 cannot complete the network infrastructure work for  
 10 collocation space within three months despite this  
 11 Commission's ruling in Order No. PSC-98-0596-PCO-TP,  
 12 April 27, 1998, affirming Order No.  
 13 PSC-96-1579-FOF-TL, December 31, 1996. BellSouth has  
 14 not demonstrated to Supra or this Commission why it  
 15 requires additional time beyond the three-month time  
 16 frame mandated by this Commission.

17 According to Mr. Bloomer's Late-filed  
 18 Deposition Exhibit JDB-3, it takes BellSouth  
 19 contractors between two to four weeks to complete  
 20 BellSouth's network construction work. It takes them  
 21 two to four weeks to complete their own network  
 22 construction work; whereas, for the ALECs, three  
 23 months is an impossible task; whereas, ALECs are  
 24 denied expedition because, according to BellSouth,  
 25 this would lead to preferential treatment of ALECs

1 98-147, which is the current FCC proceeding on  
 2 deployment of advanced wire line services.

3 In response to Supra's Interrogatory Item  
 4 No. 10, Exhibit OAR-11, BellSouth provided a step by  
 5 step detail of the processes currently utilized by  
 6 BellSouth when a request for physical collocation is  
 7 received. An ALEC seeking physical collocation is not  
 8 permitted to participate in any of the over 24 issues  
 9 BellSouth has first set forth as being required to be  
 10 dealt with prior to granting physical collocation.

11 These issues involve five of BellSouth's  
 12 interdepartmental representatives together with  
 13 BellSouth's certified contractors, but not the ALEC.  
 14 BellSouth has exclusive control over the determining  
 15 factors of space availability in any central office,  
 16 space design, application for permits, and contractor  
 17 selection.

18 In response to Supra's Interrogatories No.  
 19 65 and 66, BellSouth has admitted that rather than  
 20 using a competitive process fitting the space,  
 21 BellSouth simply turns the project over to one of its  
 22 preselected contractors. No competitive bidding is  
 23 permitted, and the ALEC cannot assume the  
 24 responsibility of preparing the space in order to  
 25 reduce its costs. BellSouth's approach is in

1 that have greater resources. Please refer to  
 2 BellSouth's response to Supra's Interrogatories No. 63  
 3 and 64, wherein BellSouth states, "To permit expedite  
 4 of requests would provide preferential access to space  
 5 and shared resources to the ALEC with the largest  
 6 account."

7 Apparently BellSouth does not apply this  
 8 procedure to itself, since BellSouth, with the  
 9 ultimate deep pockets, gives itself expedited and  
 10 preferential treatment in provisioning its own  
 11 collocation requests.

12 Commissioners, BellSouth has absolutely no  
 13 right whatsoever to limit the types of equipment that  
 14 Supra can collocate in BellSouth's central offices in  
 15 any physical collocation arrangement. Supra's primary  
 16 line of business is the provision of location exchange  
 17 telecommunications service, as evidenced by its  
 18 current service to residential and business telephone  
 19 subscribers. Please refer to Exhibit OAR-12. That  
 20 letter is in complete violation to Part 47 CFR  
 21 51.100(b). Please refer to pages 31 and 35 of my  
 22 direct testimony, where I extensively discussed the  
 23 type and purpose of the equipment that BellSouth is  
 24 denying Supra to physically collocate.

25 BellSouth's rejection of this equipment is

1 also in direct violation of BellSouth's Collocation  
2 Handbook, which is a BellSouth internal collocation  
3 training manual. In that manual, it is stated there  
4 that ALECs must be allowed by BellSouth to collocate  
5 remote terminals, equipment, personal computers, and  
6 modems for the effective monitoring of their network.

7 Commissioners, it is impossible to expect  
8 any type of competition to develop in the local  
9 exchange services market when every start-up ALEC like  
10 Supra must fight a mighty battle over every single  
11 detail regarding the resale of BellSouth's services or  
12 the provisioning of services through a  
13 facilities-based network. Only a monopoly can behave  
14 in the manner in which BellSouth behaves.

15 Facilitating collocation is clearly not  
16 BellSouth's objective. An ILEC, who only has business  
17 to lose, will certainly take every opportunity to  
18 inflate prices and build roadblocks in order to  
19 discourage competitors. BellSouth's economic  
20 self-interest may be understandable, but its effects  
21 on Florida's consumers is contrary to the provisions  
22 and intents of the TA.

23 No one has more clearly articulated the  
24 nature and degree of the ILEC's advantage than  
25 BellSouth itself did when seeking to compete as a new

1 incentives to reduce the ability of its competitors to  
2 claim market share."

3 Commissioners, the above clearly sums up  
4 BellSouth's policy towards competition, its attitudes  
5 towards Supra to date and other ALECs, and the  
6 complete strangle-hold which BellSouth has over  
7 telecommunications subscribers within this state.  
8 BellSouth understands the importance of physical  
9 collocation to ALECs and has itself referred to  
10 collocators as companies who want to take away more of  
11 our business. That is BellSouth's definition of  
12 physical collocators.

13 Supra asks this Commission to order  
14 BellSouth to immediately grant Supra's request for  
15 physical collocation at both the North Dade Golden  
16 Glades and West Palm Beach central offices.

17 This Commission should also order BellSouth  
18 to remove all unnecessary desks, tables, and storage  
19 space in these COs in order to permit Supra to utilize  
20 some of this wasted space.

21 Supra also asks this Commission to order  
22 BellSouth to comply with the three-month time frame  
23 period for physical collocations which this Commission  
24 established in prior proceedings, or in the  
25 alternative, to allow Supra to control both the

1 local exchange provider in New Zealand, and I quote  
2 from that particular submission.

3 "The timing" -- these are BellSouth's own  
4 words. "The timing of, terms and conditions for, and  
5 pricing of interconnection determine which firms  
6 capture available rents. Hence, the dominant  
7 incumbent, if it fails to accept the benefits that  
8 flow from a competitive market, can and will  
9 reasonably use interconnection negotiations to delay  
10 and restrict the benefits of competition. This  
11 enables it to perpetuate the rents that it obtains as  
12 a successor to a monopoly franchise at the expense of  
13 competition and innovation. A dominant incumbent can  
14 limit both the scale and scope of its competitors,  
15 raising their costs and restricting their product  
16 offerings.

17 "In addition, it can divide -- it can  
18 divert or delay competition and innovation to protect  
19 its current revenues and give itself time to prepare  
20 and to introduce similar products or services by  
21 exercising control over standards for connect and  
22 local numbers. It has very powerful incentives to  
23 include monopoly rents in the price of complementary  
24 network services in order to perpetuate and increase  
25 its monopoly profits. It similarly has very powerful

1 selection of contractors and the handling of local  
2 code enforcement authorities.

3 This Commission should further order  
4 BellSouth to allow Supra to collocate all of the  
5 equipment for which Supra has requested physical  
6 collocation.

7 This Commission should also require  
8 BellSouth to begin filing quarterly space utilization  
9 reports for all of BellSouth's central offices.

10 Finally, this Commission should order  
11 BellSouth to be more responsive to Supra's present and  
12 future requests and reprimand and sanction BellSouth  
13 for wasting the time of this Commission, Supra, and  
14 other ALECs by acting in bad faith on the collocation  
15 issue.

16 Commissioners, the TA, and in particular,  
17 Section 261(c) of that Act, asks you to please free  
18 consumers and competitors from BellSouth's  
19 monopolistic chains. Supra respectfully requests that  
20 you satisfy that request by granting the relief sought  
21 in this proceeding.

22 Thank you very much.

23 MS. SUMMERLIN: We tender the witness for  
24 cross examination.

25 COMMISSIONER DEASON: Ms. White?

1 MS. WHITE: Thank you.  
 2 CROSS EXAMINATION  
 3 BY MS. WHITE:  
 4 Q Mr. Ramos, my name is Nancy White. I  
 5 represent BellSouth Telecommunications.  
 6 I would like to start off first with a  
 7 couple of questions about your summary.  
 8 You made a lot of statements in your  
 9 summary about the prices that Supra is required to pay  
 10 for physical collocation. Now, in this case you're  
 11 not contesting those prices, are you?  
 12 A It depends on what you're talking about,  
 13 ma'am.  
 14 Q Well, are the prices that Supra pays for  
 15 physical collocation from BellSouth an issue in this  
 16 proceeding?  
 17 A It is not an issue identified in this  
 18 proceeding.  
 19 Q The prices that Supra pays BellSouth for  
 20 physical collocation are contained in the Collocation  
 21 Agreement that you signed with BellSouth; isn't that  
 22 correct?  
 23 A That's very correct, ma'am.  
 24 Q Now, in your testimony you also talked  
 25 about a 5% growth rate that BellSouth has and

1 Q Can you tell me who you spoke with?  
 2 A I have had private discussions with a lot  
 3 of -- a number of ALECs.  
 4 And also, in this proceeding, 98-147, the  
 5 FCC proceeding, ALTS and Supra has filed comments in  
 6 that proceeding. If you look at the ALTS comments,  
 7 you know, you will see the kind of things I'm talking  
 8 about there.  
 9 Q Can you tell me who you spoke with?  
 10 A I cannot disclose that. Those are private  
 11 discussions.  
 12 Q So are you refusing to answer my question?  
 13 A I have not refused to answer your question,  
 14 ma'am. I've answered your question.  
 15 Q Then who have you spoken with?  
 16 A I have spoken to quite a number of people,  
 17 a number of ALECs in this industry. And like I also  
 18 said to you, that ALTS and Supra has filed comments in  
 19 the Docket 98-147, and those comments specifically  
 20 address the issues that relates to collocation and  
 21 unbundled network elements.  
 22 MS. WHITE: Commissioner Deason, if  
 23 Mr. Ramos will not answer my question, then I would  
 24 like to move to strike the sentence on page 8 of his  
 25 direct testimony beginning on line 22 and going

1 translated that into how much square feet that would  
 2 mean for a central office. Do you recall that?  
 3 A That's very correct.  
 4 Q What does that 5% growth rate include?  
 5 A That includes, you know, the projections  
 6 that you have presented to all of us here on your  
 7 switching requirements and your frames requirements.  
 8 That's what the 5% includes.  
 9 Q So you took -- is that the late-filed  
 10 exhibit to Mr. Milner's deposition?  
 11 A Yes.  
 12 Q So you took all that information, and you  
 13 determined that it was a 5% growth rate?  
 14 A That's correct.  
 15 Q Can you tell me how you did that?  
 16 A Mr. Nilson will be able to expand further  
 17 on that.  
 18 Q Okay. Now, in your testimony, you state  
 19 that BellSouth's collocation process is so daunting  
 20 that it keeps ALECs away. Do you recall that?  
 21 A That's very correct.  
 22 Q And the basis for this statement is that  
 23 you have personally spoken with different ALECs; is  
 24 that correct?  
 25 A That's very correct.

1 through line 24, since I'm not allowed to investigate  
 2 the basis for that statement.  
 3 COMMISSIONER DEASON: Ms. White, I  
 4 understand. Your objection is denied. He has  
 5 answered your question. The fact that he's not able  
 6 to identify the specific persons will go to the weight  
 7 of his testimony, and it will stand.  
 8 MS. WHITE: And I would just make it clear  
 9 that he can identify. He just won't, is what I  
 10 believe he's saying.  
 11 COMMISSIONER DEASON: And I understand  
 12 that. I think the record is clear.  
 13 Q (By Ms. White) Now, Supra has submitted 17  
 14 applications for physical collocation in BellSouth's  
 15 Florida central offices; is that right?  
 16 A That's very correct. It's more than 17.  
 17 So far Supra has submitted 23 applications.  
 18 Q Supra has submitted only three  
 19 applications?  
 20 A No. I said more than 17. Supra --  
 21 Q Oh, I'm sorry.  
 22 A -- so far has submitted 23 applications.  
 23 Q Okay. And out of those 23 applications or  
 24 23 offices in which Supra wants to collocate, how many  
 25 has BellSouth said we don't have space?

1 A So far, as far as I know, the initial 17,  
2 BellSouth said we don't have space in two of those  
3 offices. And those two offices are very, very  
4 important to us, the North Dade Golden Glades and the  
5 West Palm Beach. They are tandem offices, and both  
6 those offices interconnect all the traffic in those  
7 two counties.

8 Q Is it your position, Mr. Ramos, that  
9 BellSouth is denying Supra collocation in these two  
10 particular offices because BellSouth does not want  
11 Supra to compete in the tandem offices?

12 A Partly, yes.

13 Q And what's the basis for that statement?

14 A Well, if you look at the 271 proceeding,  
15 BellSouth's 271 proceeding in front of this Commission  
16 last year, a lot of the ALECs, MCI, AT&T, ICI, TCG,  
17 all of them complained about tandem interconnection.  
18 That's one issue. And the fact that -- the fact  
19 remains that in those two offices, there's no physical  
20 collocation or even virtual collocation in those two  
21 offices at this point in time.

22 Q Excuse me. Is it your testimony that  
23 there's no virtual collocation in North Miami Golden  
24 Glades or the West Palm Beach Gardens offices?

25 A At this point in time as I'm speaking like

1 A That's correct, yes.

2 Q And was that tandem office Orlando  
3 Magnolia?

4 A That's correct, Orlando Magnolia.

5 Q And did BellSouth tell Supra it did not  
6 have space in Orlando Magnolia?

7 A No.

8 Q So BellSouth is not going to try to keep  
9 Supra out of Orlando Magnolia based on the fact that  
10 there's no space, are they?

11 A Can you come again, please?

12 Q Yes. BellSouth is not refusing Supra to  
13 physically collocate in the Orlando Magnolia office,  
14 which is a tandem office?

15 A That's correct.

16 Q Now, it's your position that BellSouth  
17 deliberately duplicated the work areas in these two  
18 central offices so that Supra would not have space to  
19 physically collocate.

20 A Yes.

21 Q Isn't that correct?

22 A That's very correct.

23 Q And you believe that BellSouth deliberately  
24 brought in extra chairs, tables, desks, computer  
25 terminals in these offices just so that there would be

1 this, there's no physical -- there's no virtual  
2 collocation in North Golden Glades.

3 Q But there is virtual collocation in West  
4 Palm Beach Gardens, is there not?

5 A For one provider.

6 Q One provider?

7 A That's correct.

8 Q Now, I'm still not quite sure whether I got  
9 my question answered. I asked you what was the basis  
10 for your belief, your position that BellSouth is  
11 denying Supra physical collocation in these two  
12 specific offices because BellSouth doesn't want to  
13 compete in these tandem offices?

14 A Like I said, first of all, we have seen in  
15 this proceeding there is enough space in those  
16 offices. The mere fact that BellSouth has denied  
17 physical collocation in those offices based on the  
18 fact that BellSouth has reserved ten years of space  
19 for its own future use, that's enough reason to make  
20 any reasonable person believe that BellSouth does not  
21 want to give access to Supra in those tandem offices.

22 Q Okay. Of the initial 17 applications that  
23 Supra made for physical collocation, besides Golden  
24 Glades and West Palm Beach Gardens, were there any  
25 other tandem offices?

1 no room for Supra to collocate; is that correct?

2 A It would seem so to any reasonable person,  
3 ma'am.

4 Q I'm sorry. I didn't understand your  
5 answer.

6 A That would seem correct to any reasonable  
7 person, ma'am.

8 Q And you don't know how long the desks,  
9 chairs, tables, and computer terminals that are in  
10 these two offices have been in these two offices, do  
11 you?

12 A I don't know.

13 Q Now, Section 3, Paragraph A of the  
14 Collocation Agreement says that BellSouth shall permit  
15 Supra to place, maintain, and operate equipment that  
16 Supra is authorized by BellSouth and by federal or  
17 state regulators to place, maintain, and operate;  
18 would you agree?

19 A That's correct.

20 Q Now, Supra wants to place a piece of  
21 equipment called an Ascend TNT; is that right?

22 A That's correct.

23 Q And I think we can both agree that  
24 BellSouth has not authorized Supra to place this  
25 equipment in their physical collocations.

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1 A Come again, please?  
 2 Q I think we can agree that BellSouth has not  
 3 authorized Supra to place the Ascend TNT in its  
 4 physical collocations.  
 5 A That's correct.  
 6 Q And another piece of equipment that Supra  
 7 wants to place is called a Cisco, C-i-s-c-o, remote  
 8 access concentrator?  
 9 A That's correct.  
 10 Q Now, would you agree that the Florida  
 11 Public Service Commission has not addressed the issue  
 12 of what equipment is allowed to be placed in a central  
 13 office with regard to a physical collocation?  
 14 A That's a very interesting question.  
 15 I think you know, we're beginning to  
 16 isolate this equipment, the Ascend TNT in isolation.  
 17 We need to talk about that equipment in isolation.  
 18 Two things. First of all, in Supra's  
 19 physical collocation arrangement --  
 20 MS. WHITE: Commissioner Deason, I hate to  
 21 interrupt, but all I asked him is whether he agreed  
 22 that the Florida Commission had not reached a decision  
 23 or considered this issue before, and he said -- well,  
 24 I don't think I got a yes or a no answer.  
 25 COMMISSIONER DEASON: Mr. Ramos, you need

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1 to answer the question yes or no, and then if you need  
 2 to briefly explain that, please do so.  
 3 WITNESS RAMOS: Okay. Thank you, sir.  
 4 No, that's true, the Public Service  
 5 Commission has not addressed that issue. But the  
 6 point is that to be a telecommunications service  
 7 provider, which, of course, you know, is the same  
 8 thing that BellSouth does today, Supra wants to  
 9 collocate switching equipment, Class 5 switches, Class  
 10 4 switches for its long distance traffic, as well as  
 11 enhanced services equipment that will allow us to  
 12 provide Internet access, Internet service to our  
 13 subscribers. So what Supra is asking for is within  
 14 the scope of 51.100(b) of the CFR.  
 15 Q (By Ms. White) Okay. So Supra's position  
 16 is basically that Supra should be allowed to put any  
 17 kind of equipment in BellSouth's central office in a  
 18 physical collocation arrangement that it wants;  
 19 correct?  
 20 A That's correct, ma'am.  
 21 Q And for your basis for that, you look at 47  
 22 Code of Federal Regulations, Section 51.100(b); is  
 23 that right?  
 24 A Yes.  
 25 Q And do you have a copy of that with you?

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1 A I do.  
 2 Q Now, that says -- let me get to my own  
 3 copy. That says that a telecommunications carrier  
 4 that has interconnected or gained access under  
 5 Sections 251(a)(1), 251(c)(2), or 251(c)(3) of the  
 6 Telecommunications Act may offer information services  
 7 through the same arrangement as long as it is offering  
 8 telecommunications services through the same  
 9 arrangement as well. Did I read that correctly?  
 10 A That's very correct.  
 11 Q Now, interconnection or access via physical  
 12 collocation is contained in Section 251(c)(6) of the  
 13 Telecommunications Act; isn't that correct?  
 14 A That's correct.  
 15 Q Now, isn't it true that 47 Code of Federal  
 16 Regulations, Section 51.323(c) states that nothing  
 17 requires an incumbent local exchange company to permit  
 18 collocation of equipment used to provide enhanced  
 19 services?  
 20 A That's correct, but the proviso, the rider  
 21 in that particular issue is the fact that that section  
 22 is trying to discourage pure enhanced service  
 23 providers to come and collocate equipment in a central  
 24 office. So the distinguishing fact between Supra  
 25 Telecommunications and a pure ISP is that Supra offers

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1 basic telecommunications service.  
 2 Q And by ISP, you mean Internet service  
 3 provider?  
 4 A That's correct.  
 5 Q Okay. And then you would agree with me  
 6 that 47 Code of Federal Regulations 51.5 defines  
 7 physical collocation as enabling an ALEC to use  
 8 collocated equipment to provide telecommunications  
 9 services?  
 10 A That's correct.  
 11 Q And the Act defines telecommunications  
 12 services and information services, doesn't it?  
 13 A The what?  
 14 Q The Act does; right?  
 15 A Yes.  
 16 Q Okay. Now, let's talk about this equipment  
 17 for a few minutes. It's Supra's position that the  
 18 Ascend TNT can be used to provide both information  
 19 services and telecommunications services?  
 20 A That's very correct, ma'am.  
 21 Q What is the Ascend TNT?  
 22 A The Ascend TNT is a combination of modem  
 23 banks full of modems, which BellSouth also has in its  
 24 own central office, as well as switching equipment.  
 25 Q Okay.

1 A That's what the Ascend TNT is all about.  
 2 And Mr. Nilson will be able to give you very, very  
 3 good details.  
 4 COMMISSIONER JACOBS: I'm sorry. Did you  
 5 say modem banks?  
 6 WITNESS RAMOS: Yes, modem banks.  
 7 COMMISSIONER JACOBS: So it combines the  
 8 modem bank and the frame?  
 9 WITNESS RAMOS: Yes, a combination of,  
 10 because the modem banks, really what they're used for  
 11 is that modem banks -- you will see later in the  
 12 video, Commissioners, that BellSouth has modem banks  
 13 also in its own central office. And what they use the  
 14 modem banks for is to call into the switch, to dial  
 15 into the switch so that you have access to that  
 16 switch, and then you can maintain the switch. You can  
 17 route your calls and, you know, be able to better  
 18 perform good services to your subscribers. That's  
 19 what it's all about.  
 20 Q (By Ms. White) Okay. Can you use -- let  
 21 me try this before I go further. Are you testifying  
 22 in the capacity of the network expert today?  
 23 A The what?  
 24 Q A network expert. Are you testifying in  
 25 the capacity of a network expert?

1 A Oh, no, no, no, no, no, no, not yet. Not  
 2 yet, Nancy.  
 3 Q So Mr. Nilson would be the right person to  
 4 go into more detail on the --  
 5 A I think so.  
 6 Q On the equipment?  
 7 A Yes, I believe so.  
 8 Q The Ascend TNT and the Cisco remote access  
 9 concentrator?  
 10 A You're perfectly correct.  
 11 Q Okay. Now, does Supra intend to provide  
 12 Internet service through its physically collocated  
 13 equipment?  
 14 A That's correct.  
 15 Q And it's also Supra's position that  
 16 BellSouth is not providing physical collocation to  
 17 Supra in parity with what it provides to BellSouth's  
 18 affiliates?  
 19 A That's very correct, ma'am.  
 20 Q Now, one of the bases for that statement is  
 21 that BellSouth collocates its equipment for voice mail  
 22 and Internet in BellSouth's central offices, but won't  
 23 let Supra do the same; correct?  
 24 A That's correct.  
 25 Q And would you agree that there are FCC

1 orders concerning comparably efficient  
 2 interconnection, open network architecture, Computer  
 3 Inquiry III, where the FCC said we won't require  
 4 BellSouth to allow collocation of nonaffiliated  
 5 enhanced service providers if a certain pricing  
 6 standard is used?  
 7 A Can you come again with that question,  
 8 please?  
 9 Q Yes. Are you familiar with the FCC orders  
 10 concerning comparably efficient interconnection?  
 11 A Very well.  
 12 Q Okay. And don't those orders say that an  
 13 incumbent local exchange company is not required to  
 14 allow collocation of its -- of nonaffiliated enhanced  
 15 service provider equipment if a certain pricing  
 16 standard is used?  
 17 A If a what?  
 18 Q Certain pricing standard is used.  
 19 A Well, can I tell you my own interpretation  
 20 of that whole arrangement and the open network  
 21 architecture?  
 22 Q I'm just looking to see whether you're  
 23 aware of these orders and if that's what they say.  
 24 A I'm aware of the orders, but I'm not aware  
 25 of what you claim that it said.

1 Q Okay.  
 2 A Shall I tell you what it said, what the  
 3 order says?  
 4 Q What you think it says, yes, you may do  
 5 that.  
 6 A Okay. This CEI filing was done during the  
 7 course of Computer III proceedings, as well as the ONA  
 8 proceedings. And in Paragraph 11 of CC Docket No.  
 9 95-20 -- can I get a copy of that, please?  
 10 Paragraph 11 of that order is very, very  
 11 clear on this issue. It states that whatever  
 12 collocation agreement or arrangement a Bell operating  
 13 company or an ILEC has reached with its affiliate, it  
 14 must, it must allow that kind of arrangement to be  
 15 given or provided to other service providers.  
 16 Q And what number order is this?  
 17 A 95-20, Paragraph 11.  
 18 MS. WHITE: May I approach the witness?  
 19 May I approach the witness? (Tendering document.)  
 20 WITNESS RAMOS: Is that it? That's it.  
 21 That's it, yes.  
 22 Q (By Ms. White) Now, it's your contention  
 23 that Paragraph 11 of Order -- I believe it's Order  
 24 98-8 released on January 30, 1998, says --  
 25 A Let me --

1 Q I'm sorry?

2 A Maybe you can read it out openly, the whole  
3 paragraph.

4 Q Well, it's a long paragraph, but are you  
5 saying that's the paragraph that says incumbent local  
6 exchange companies have to allow collocation of  
7 nonaffiliated enhanced service provider equipment?

8 A That's correct.

9 Q All right.

10 MS. SUMMERLIN: May I interrupt? Nancy, if  
11 it's useful, I will go ahead and offer this, you know,  
12 if you want to make this a cross examination exhibit,  
13 and we can give the copies that we have.

14 MS. KEATING: Staff would certainly  
15 appreciate a copy.

16 MS. SUMMERLIN: Okay. We'll do that.

17 MS. WHITE: Because this is not one where  
18 we took official recognition, so that's where I was a  
19 little confused.

20 Q (By Ms. White) Do you have another copy of  
21 this with you, Mr. Ramos?

22 A Yes, I do.

23 Q Okay. Can you read that paragraph and tell  
24 me where in that paragraph it says that if BellSouth  
25 allows collocation of its affiliated enhanced service

1 provider equipment, it has to allow physical  
2 collocation of unaffiliated enhanced service provider  
3 equipment? Because I'm just not seeing it.

4 A You want to read the entire thing, or do  
5 you want me to read it?

6 Q Well, you can read it. I've read it, and  
7 the Commissioners have it in front of them. You're  
8 looking at Paragraph 11; right?

9 A Yes.

10 Q I don't see that it says what you say it  
11 says, and I'm asking you to show me where it says what  
12 you claim.

13 A It's implied there.

14 Q It's implied?

15 A Yes, but it's there. It's there.

16 Q Okay. Where in the paragraph is it?

17 A Okay. Line 2, "The ONA phase was intended  
18 to broaden a BOC's unbundling obligations beyond those  
19 required in the first phase. ONA plans explain how a  
20 BOC will unbundle and make available to unaffiliated  
21 ESPs network services in addition to those the BOC  
22 uses to provide its own enhanced services offerings."

23 Q Okay. And it's your testimony that that is  
24 the language that requires physical collocation of  
25 nonaffiliated enhanced service providers?

1 A That's correct.

2 Q Okay. Just for ease of record and to  
3 lessen confusion, maybe we should go on and identify  
4 this as an exhibit. It's FCC Order No. 98-8 released  
5 on January 30, 1998, in CC Docket No. 95-20 and CC  
6 Docket No. 98-10.

7 COMMISSIONER DEASON: It will be identified  
8 as Exhibit 21.

9 (Exhibit 21 marked for identification.)

10 WITNESS RAMOS: And if I may also add,  
11 Supra is not merely relying on this particular order  
12 in its request for the physical collocation of its  
13 enhanced services equipment. We're also relying on  
14 51.100(b) for that purpose as well.

15 Q (By Ms. White) 58.100(b) that we talked  
16 about --

17 A 51.100(b), yes. We're also relying on  
18 that as well.

19 Q Okay. Now, in FCC -- do you have FCC Order  
20 No. 98-188 with you?

21 A Yes, I do.

22 Q It's on the official recognition list, but  
23 I don't know what number. Is that numbered 18 on the  
24 official recognition list?

25 A Yes.

1 Q Could you turn to Paragraph 132 of that  
2 order? And if you could just read that paragraph to  
3 yourself, you don't have to read it out loud.

4 A 132?

5 Q 132.

6 A Yes.

7 Q Now, doesn't that paragraph say that the  
8 FCC tentatively concludes that it should continue to  
9 decline to require collocation of equipment used to  
10 provide enhanced services? Isn't that the second  
11 sentence of Paragraph 132?

12 A Yes.

13 Q Mr. Nilson, I wanted to ask you something  
14 else -- I'm sorry. Mr. Ramos, I wanted to ask you --

15 A Sorry. Before you go on --

16 Q Sure.

17 A Sorry. Before you go on, this particular  
18 sentence or line that you've shown me should not be  
19 construed as the basis for this, Supra's argument,  
20 because, like I've always pointed out to you, what  
21 this paragraph is talking about is provision of  
22 collocation space to pure enhanced service providers.  
23 Supra is not an enhanced service provider.

24 Q Well, you've already testified that Supra  
25 is going to provide Internet service over the



1 equipment physically collocated in BellSouth's central  
2 offices; correct?

3 A That's correct.

4 Q And isn't Internet service an enhanced or  
5 information service?

6 A Ma'am --

7 Q Is it or is it not?

8 A It is. But you have to look at the context  
9 of the Internet service in the total  
10 telecommunications package we're talking about. We're  
11 talking about local, long distance, and Internet.

12 It's just like asking a long distance provider who  
13 wants just to collocate because it wants to gain  
14 access to your tandem equipment. You wouldn't do  
15 that. You wouldn't allow that.

16 So because of that fact, what Supra is  
17 saying is that Supra is a local telecommunications  
18 provider, and because of that basis, we're asking for  
19 allowance for that particular service.

20 Q Now, I believe in your summary, you also  
21 testified that a Staff member by the name of Ms. Sally  
22 Simmons told you that you could collocate switching  
23 equipment in virtual collocation arrangements?

24 A That's correct.

25 MS. WHITE: I'm going to have to ask Staff

1 MS. WHITE: I'll move on.

2 COMMISSIONER DEASON: She's going to move  
3 on.

4 MS. WHITE: I'll move on.

5 MS. SUMMERLIN: Okay.

6 Q (By Ms. White) I just have a last couple  
7 of questions, Mr. Ramos.

8 You created Supra two years ago, a year and  
9 a half ago, is that correct, Supra Information and  
10 Telecommunications Systems?

11 A No, not a year and a half ago.

12 Q Okay. When did you create it?

13 A In 1983.

14 Q 1993?

15 A '83.

16 Q '83. But what has it done -- when did you  
17 first begin providing telecommunications services in  
18 the State of Florida under the name of Supra?

19 A July '97.

20 Q July '97?

21 A Yes.

22 Q Prior to that date, did you have any  
23 practical experience with the public switch network?

24 A Yes, I did.

25 Q And what was that?

1 that if Ms. Simmons is available, I might have to ask  
2 her a couple of questions on that, but we can talk  
3 about that offline.

4 MS. KEATING: I don't think that

5 Ms. Simmons is available, and Staff would object to  
6 having her called as a witness in this case. She  
7 hasn't filed testimony.

8 The comment to which Mr. Ramos has referred  
9 I believe is taken out of context. It was not a sworn  
10 statement. And Staff would move to object -- I mean  
11 to strike the statement, or the reference to  
12 Ms. Simmons.

13 MS. WHITE: And that's fine. I guess  
14 you're disavowing the statement.

15 MS. SUMMERLIN: Commissioners, first of  
16 all, I would have to object to the Staff attorney  
17 talking about the testimony or the potential testimony  
18 of another Staff person, because that's a pretty  
19 difficult position to put anybody into.

20 I think that what Mr. Ramos has said is  
21 what his understanding of his interaction with  
22 Ms. Simmons is, and if --

23 MS. WHITE: I'll move on.

24 MS. SUMMERLIN: -- Ms. White does not think  
25 that --

1 A In Nigeria, way back in Nigeria.

2 Q Okay. What was that experience in Nigeria?

3 A I have always been -- I've always been a  
4 telecommunications service provider, even up to now,  
5 you know, selling telecommunications equipment. And  
6 also I have been very, very actively involved with the  
7 Nigeria Telecommunications Commission, NITA.

8 Q Okay. What kind of telecommunications  
9 equipment did you sell?

10 A Radios and base stations.

11 Q And who did you sell those to?

12 A The Nigeria government and some other  
13 private corporations, including Dade County in the  
14 U.S. here.

15 MS. WHITE: Okay. Thank you. That's all I  
16 have.

17 COMMISSIONER DEASON: Staff?

18 MS. KEATING: Staff has no questions for  
19 this witness.

20 COMMISSIONER DEASON: Commissioners?  
21 Redirect?

22 MS. SUMMERLIN: Commissioners, I just have  
23 one point on -- or actually two things on redirect.

24 But one thing is, we have located the  
25 98-188 excerpts that we had, and since Ms. White has

1 referred to them, what I would like to do is to  
2 identify this as an exhibit, which would be No. 22,  
3 just for the point of allowing Mr. Ramos to respond to  
4 Ms. White's question regarding what he believes this  
5 order represents in terms of what kinds of equipment  
6 the FCC has tentatively concluded can be collocated.

7 MS. WHITE: This is Order No. 98-188?

8 MS. SUMMERLIN: Yes.

9 MS. WHITE: Well, the whole thing is in the  
10 -- well, it's on the official recognition list. I  
11 have a copy of the whole order and copies of it if you  
12 want the whole thing.

13 MS. SUMMERLIN: Okay. Well, I've just got  
14 a couple of pages. I got copies of that. Whatever  
15 you want to do. I mean, I just wanted to give him the  
16 opportunity --

17 MS. WHITE: That's fine.

18 MS. SUMMERLIN: -- to point that out. Do  
19 you have this?

20 WITNESS RAMOS: Yes, I do.

21 REDIRECT EXAMINATION

22 BY MS. SUMMERLIN:

23 Q Mr. Ramos, in this 98-188, did the FCC  
24 address the issue of what it has tentatively concluded  
25 regarding what types of equipment a competitive local

1 And that's the point I've been trying to  
2 emphasize early on which I want BellSouth to get. I  
3 want BellSouth to understand that Supra is a  
4 competitor of BellSouth. This 129 specifically talks  
5 about competing carriers. An ISP is not a competing  
6 carrier of BellSouth's.

7 So there are two different issues we're  
8 talking about here. If BellSouth is talking about,  
9 you know, Internet service providers, Supra should not  
10 be classified as Internet service provider just on its  
11 own. Supra is a competing carrier to BellSouth. And  
12 for that particular purpose, it's clear here that 129  
13 states that BellSouth -- all ILECs must not be  
14 permitted to impede competing carriers from offering  
15 advanced services by imposing unnecessary restrictions  
16 on the type of equipment that competing carriers may  
17 collocate.

18 Q Mr. Ramos, does the last sentence in that  
19 paragraph address the specific issue?

20 A Yes.

21 Q Would you just give that last sentence?

22 A Okay. "We tentatively conclude that if an  
23 incumbent LEC chooses to establish an advanced  
24 services affiliate, the incumbent LEC must allow  
25 competing LECs to collocate to the same extent as the

1 exchange company should be allowed to physically  
2 collocate as -- or should be permitted to physically  
3 collocate by an ILEC --

4 A Yes.

5 Q -- in relation to what the ILEC permits its  
6 affiliate company that provides enhanced services?

7 A That's correct.

8 Q And do you know where in this order it is,  
9 that response, and can you point it out?

10 Do you have a copy of Paragraph 129?

11 A Okay.

12 Q Does that paragraph address what your  
13 position is on this?

14 A Yes. 129? You're talking about Paragraph  
15 129?

16 Q Yes.

17 A Yes.

18 Q What sentence or two in that would address  
19 your position in response to what Ms. White has been  
20 asking you about?

21 A "We tentatively conclude that incumbent  
22 LECs should not be permitted to impede competing  
23 carriers from offering advanced services by imposing  
24 unnecessary restrictions on the type of equipment that  
25 competing carriers may collocate."

1 incumbent LEC allows its advanced services affiliate  
2 to collocate equipment in order to meet its existing  
3 obligation to provide collocation on nondiscriminatory  
4 terms and conditions."

5 Q Okay. I just have one other question.

6 Ms. White was asking you earlier on did you  
7 know how long ago the desks were put into these  
8 central offices. Is your position that BellSouth has  
9 not actively sought to remove unnecessary desks and  
10 workstations in order to maximize the space available  
11 for physical collocation?

12 A That's my position, ma'am.

13 And also, if I may also add to that, in  
14 some of the BellSouth internal documents that we've  
15 gotten, they said that if the time comes and they need  
16 space in those offices, they are going to remove those  
17 desks.

18 MS. SUMMERLIN: No further questions.

19 COMMISSIONER DEASON: Exhibits?

20 MS. SUMMERLIN: Commissioners, we did  
21 identify this as 22; is that right?

22 COMMISSIONER DEASON: No, I didn't.

23 MS. SUMMERLIN: Okay. May I ask to have  
24 this excerpt of 98-188 identified as No. 22, please?

25 COMMISSIONER DEASON: It will be so

1 identified.  
 2 (Exhibit 22 marked for identification.)  
 3 MS. WHITE: BellSouth would move Exhibit  
 4 21.  
 5 COMMISSIONER DEASON: Without objection,  
 6 Exhibit 21 is admitted.  
 7 (Exhibit 21 received in evidence.)  
 8 MS. SUMMERLIN: And Supra would ask to move  
 9 Exhibit 22.  
 10 COMMISSIONER DEASON: Without objection,  
 11 Exhibit 22 is admitted.  
 12 (Exhibit 22 received in evidence.)  
 13 COMMISSIONER DEASON: What about Composite  
 14 20?  
 15 MS. SUMMERLIN: Yes, Supra would also ask  
 16 to move Composite Exhibit 20.  
 17 COMMISSIONER DEASON: Without objection,  
 18 Composite Exhibit 20 also is admitted.  
 19 (Exhibit 20 received in evidence.)  
 20 COMMISSIONER DEASON: Thank you, Mr. Ramos.  
 21 WITNESS RAMOS: Thank you, sir.  
 22 COMMISSIONER DEASON: We'll take a  
 23 ten-minute recess.  
 24 (Short recess.)  
 25 COMMISSIONER DEASON: Call the hearing back

1 corrections to your testimony?  
 2 A Yes, ma'am, one correction on my rebuttal  
 3 testimony.  
 4 Q Okay.  
 5 A On page 15, line 4, where the line says  
 6 "Supra witness Dillon's," that is incorrect. It  
 7 should say "Supra witness Graham's rebuttal  
 8 testimony."  
 9 MS. SUMMERLIN: Okay. All right. I would  
 10 ask that Mr. Nilson's direct and rebuttal testimony be  
 11 inserted into the record as though read.  
 12 COMMISSIONER DEASON: Without objection,  
 13 they shall be so inserted.  
 14 Q (By Ms. Summerlin) Mr. Nilson, did you  
 15 prefile one exhibit with your testimony, your rebuttal  
 16 testimony that's identified as DAN-RT1?  
 17 A Yes, ma'am.  
 18 Q Okay. Did you prepare this exhibit?  
 19 A Yes.  
 20 MS. SUMMERLIN: Okay. I would ask that  
 21 Mr. Nilson's prefiled exhibit that's identified as  
 22 DAN-RT1 be identified for the record.  
 23 COMMISSIONER DEASON: It will be identified  
 24 as Exhibit 23.  
 25 (Exhibit 23 marked for identification.)

1 to order.  
 2 Ms. Summerlin, you may call your next  
 3 witness.  
 4 MS. SUMMERLIN: Yes, sir. Supra would call  
 5 Dave Nilson.  
 6 -----  
 7 DAVID NILSON  
 8 was called as a witness on behalf of Supra  
 9 Telecommunications and Information Systems and, having  
 10 been first duly sworn, testified as follows:  
 11 DIRECT EXAMINATION  
 12 BY MS. SUMMERLIN:  
 13 Q Mr. Nilson, would you please give your name  
 14 and address for the record.  
 15 A My name is David A. Nilson. My address is  
 16 2620 Southwest 27th Avenue, Miami, Florida, 33133.  
 17 Q Mr. Nilson, did you prefile direct  
 18 testimony in this proceeding consisting of 11 pages  
 19 and rebuttal testimony of 22 pages?  
 20 A I did.  
 21 Q Would your answers to the questions in both  
 22 of those testimonies be the same if I asked you the  
 23 questions here this morning again?  
 24 A Yes, ma'am.  
 25 Q Okay. Do you have any changes or

1 Q (By Ms. Summerlin) Mr. Nilson, before we  
 2 go ahead into your summary, let me ask you, did you  
 3 also prepare personally two late-filed exhibits in  
 4 response to the Staff's request at your deposition in  
 5 this case?  
 6 A Yes, I did.  
 7 Q Okay. The first late-filed exhibit, is  
 8 that identified as DAN-1, and it's titled "Space  
 9 Available for Collocation"?  
 10 A Yes, ma'am. It consists of eight pages.  
 11 Q And this was already moved into the record  
 12 earlier when we moved in the deposition transcript.  
 13 Is this exhibit a diagram of the space that  
 14 Supra believes is available in the two central offices  
 15 that we've been talking about in this case?  
 16 A Yes, it is. It's based on -- the floor  
 17 plans are based on exhibits filed with Mr. Bloomer's  
 18 testimony.  
 19 Q Okay. And we will send these around in  
 20 just one second. I want to identify your second  
 21 late-filed exhibit that's identified as DAN-2. Is  
 22 this exhibit the projections of Supra's needs for  
 23 future space?  
 24 A More specifically, it's our projections in  
 25 response to a question asked by the Staff to issue

1 projections placed on the equipment, power, and  
2 frames that we would seek to collocate beyond our  
3 initial collocation applications.

4 Q Okay. This projections exhibit, is this  
5 considered proprietary by Supra?

6 A Yes, it is.

7 MS. SUMMERLIN: Okay. We have filed a  
8 notice of intent for specified confidential  
9 classification for this particular exhibit, and we'll  
10 deliver copies to everybody right now of these two  
11 exhibits, because we're going to proceed and discuss  
12 the -- or let Mr. Nilson do his summary on the  
13 diagram.

14 (Document distributed.)

15 Q (By Ms. Summerlin) Mr. Nilson, this poster  
16 exhibit that you have over here to your left, or to  
17 your right, I guess, is this an exhibit that's  
18 supposed to match up with your diagram of the two  
19 central offices?

20 A Yes. The files that were used to print the  
21 8-1/2 by 11 color copies you have in front of you were  
22 sent to our printer. The identical files were used to  
23 produce the large exhibits behind me.

24  
25

1 to keep the offices too crowded for collocation is  
2 nothing short of anticompetitive actions on their  
3 part. For BellSouth to have consistently managed to  
4 keep space limited in these offices should be  
5 considered a breach of their public responsibility,  
6 and we seek the Commission's assistance in righting  
7 this wrong.

8 Is BellSouth required to provide  
9 collocation pursuant to the Collation Agreement?  
10 According to the Collocation Agreement between our two  
11 companies, BellSouth is required to provide  
12 collocation, provided there is space and there is a  
13 desire to collocate.

14 By our actions here, we demonstrate Supra's  
15 desire to collocate. All that remains then is to  
16 discuss why Supra believes there is substantial space  
17 available for collocation.

18 The factors to be considered in analyzing  
19 whether there is space available for collocation are  
20 such. By BellSouth's own filings and testimony in  
21 this case, there is space available in each of these  
22 central offices. The space is many more times larger  
23 than what was available in the 1993 and '94 time frame  
24 when BellSouth originally applied for FCC exemptions  
25 on these offices.

1 Q (By Ms. Summerlin) Okay. It's my  
2 understanding that you have a summary of your direct  
3 and rebuttal testimony that you intend to give now,  
4 and then you will move on to doing your summary of  
5 this late-filed exhibit; is that correct?

6 A That's correct.

7 Q Okay. Would you please give the summary of  
8 your direct and rebuttal testimony now?

9 A Good morning, Commissioners, Staff,  
10 witnesses, and other guests.

11 We're here today seeking your assistance in  
12 collocating in the two tandem central offices, North  
13 Dade Golden Glades and West Palm Beach Gardens. These  
14 two tandem offices represent the points at which  
15 telephone traffic between our two companies and all  
16 other CLECs, IXCs, and independents must connect. The  
17 entire population of Dade, Broward, and Palm Beach  
18 Counties interconnect between BellSouth and Supra in  
19 these two offices.

20 As such, it is inconceivable to Supra that  
21 it is an accident that repeated plans to enlarge these  
22 two offices have been shelved. These two offices,  
23 with a population centers they serve, are arguably the  
24 two most valuable collocation offices in the State of  
25 Florida. For BellSouth to have consistently managed

1 In the interim, BellSouth has continued to  
2 redesign these central offices to support their own  
3 expansion, while simultaneously denying collocation to  
4 any and all applicants. As such, they have  
5 successfully warehoused space in each of these offices  
6 for the past five years. Commissioners, we ask you to  
7 stop this practice today.

8 BellSouth maintains that there is no  
9 collocation space, but in the same breath that there  
10 are thousands of square feet in each office reserved  
11 for BellSouth's future use. We ask that the  
12 Telecommunications Act of 1996 be honored and that the  
13 clause prohibiting the ILEC from reserving space on  
14 terms more favorable to itself than to collocators be  
15 invoked in these cases, and thus allowing Supra to  
16 collocate in these two vitally important central  
17 offices.

18 BellSouth has a poor history of  
19 forecasting. They state the reason for this is that a  
20 central office is a dynamic. BellSouth's long-term  
21 forecasts have consistently been changed before they  
22 have been realized. Whether this is because of policy  
23 change or incorrectness of the forecasts, the result  
24 is the same: Space that is reserve over long terms is  
25 denied to companies like Supra, but remains available

1 to be put to any use by BellSouth.  
 2 BellSouth's own property management  
 3 policies produced under Volume 2, POD No. 35 in this  
 4 case states that they must release all space reserved  
 5 beyond two years for collocation purposes, yet their  
 6 own estimates produced in Volume 2, POD No. 27 show  
 7 that they're currently reserving much more space for  
 8 longer times.

9 POD 27 states that there are four to five  
 10 years space in Golden Glades reserved for the local  
 11 switch and the Broward County tandem, with significant  
 12 capability to produce more space for these two  
 13 switches by continuing a switch modernization that is  
 14 a currently in process. POD 27 goes --

15 MS. WHITE: Excuse me.

16 WITNESS NILSON: -- on to further state  
 17 that there is --

18 MS. WHITE: Excuse me, Mr. Nilson. I hate  
 19 to interrupt, but he's talking about the PODs and  
 20 interrogatories, and that's not part of his prefiled  
 21 direct and rebuttal testimony. So -- you know, I  
 22 don't want to make too much of a fuss, but his summary  
 23 is not limited to his prefiled direct and rebuttal  
 24 testimony.

25 COMMISSIONER DEASON: Mr. Nilson, you need

1 1,000 square feet was reserved in 1993. Today, 4,796  
 2 square feet remain available as reserved for future  
 3 use by BellSouth due to the dynamics of the central  
 4 office.

5 I am sure that in 1993, BellSouth was just  
 6 as adamant as they are today that there is no space  
 7 available. However, there has been an almost fivefold  
 8 increase in space in the meantime.

9 Since no one authorized a building  
 10 expansion back in '93 when there was only 1,000 feet  
 11 available, I assume that someone else in BellSouth  
 12 understood the situation and didn't fund the expansion  
 13 because BellSouth didn't need to spend the money.

14 The figures I use here are supplied by  
 15 BellSouth. My testimony in this case is merely to  
 16 represent my research and organization of the  
 17 BellSouth data filed in this case. We seek to prove  
 18 that sufficient space exists for Supra to collocate in  
 19 these two offices by analyzing BellSouth's own often  
 20 conflicting data.

21 There has been a consistent effort to deny  
 22 Supra collocation in these two offices. We were told  
 23 originally that we could not collocate because there  
 24 was no space. When we pursued the matter further, we  
 25 were told that we could not collocate because the

1 to limit your summary to what was prefiled in your  
 2 direct and your rebuttal testimony.

3 MS. SUMMERLIN: Commissioners, the only  
 4 thing that I would offer here is that in the context  
 5 of producing the late-filed exhibit, the diagram that  
 6 you'll be looking at that was produced in response to  
 7 Staff's request for a late-filed exhibit, Mr. Nilson  
 8 utilized discovery that we did not receive prior to  
 9 him having to file his direct and rebuttal. And I  
 10 think to some extent he's concerned that he needs to  
 11 convey the ideas that are incorporated into that  
 12 diagram, and to that extent, you know, that's why I  
 13 think he's referring to some of that. But to the  
 14 extent that anything goes beyond that, then I would  
 15 agree that that should not be in the summary.

16 A (Continuing) Additionally, there are  
 17 several pertinent points to illustrate this. In the  
 18 West Palm Beach Gardens central office, in the 1994  
 19 filing, 900 square feet was reserved for the main  
 20 distribution frame out of the several thousand  
 21 reserved for other purposes. In the past few months,  
 22 since the first walk-through in this office, 490  
 23 square feet of the frame were removed because it was  
 24 deemed to be unnecessary.

25 In the North Dade Golden Glades office,

1 Florida Public Service Commission had granted  
 2 BellSouth exemptions on these two offices. When we  
 3 pushed further on that issue, we were told that we  
 4 could not collocate because the FCC had granted  
 5 exemptions. And then finally, our only recourse was  
 6 to come here and have the matter solved in front of  
 7 the Commission.

8 At each step of the process, it was hoped  
 9 that we would just go away and change our plans  
 10 instead of pursuing what we knew we needed and were to  
 11 entitled to under the Act. But for Supra to accept  
 12 this would require Supra to accept the potential for  
 13 interconnection blockage agonies at these two critical  
 14 tandems. These agonies have been eloquently  
 15 documented before this Commission by AT&T, MCI, ICI,  
 16 and TCG in Docket PSC-97-1459-FOF-TL, which is  
 17 BellSouth's 271 proceeding. Supra does not want to be  
 18 forced to accept these agonies and the potential to  
 19 cause us to be back before this Commission at a future  
 20 date.

21 Then there is BellSouth's past failure to  
 22 honor promises regarding space expansion. In their  
 23 1994 Petition for Waiver to the FCC, BellSouth  
 24 promised in the West Palm Beach Gardens central office  
 25 there would be a 2,400 square foot expansion, with

1 completion in the first quarter of '95. This  
2 expansion would also include space for collocation  
3 purposes. This promise to the Federal Government was  
4 not kept, and that fact gives Supra caution with  
5 respect to any statements regarding future expansion  
6 of these offices made to the Florida Commission in  
7 this case.

8 I have mentioned the BellSouth policy of  
9 releasing space beyond the second year of their  
10 forecast. In the Collocation Agreement between our  
11 two companies, BellSouth seeks to prevent Supra from  
12 holding space applied for and paid for for a period  
13 longer than six months by requiring us to set up  
14 operational equipment in our collocation space within  
15 six months or lose the space we have paid for.

16 We must also consider surplus space, that  
17 space being occupied by equipment that has substantial  
18 overcapacity. This equipment could reasonably be  
19 removed without affecting BellSouth's ability to  
20 service its customers.

21 We must also consider fragmented space,  
22 which is that space being occupied by equipment frames  
23 that are only partially equipped and show significant  
24 empty spaces in the videos. This also includes space  
25 that is not optimally configured by plan or by modern

1 on the collocation space such facilities and equipment  
2 as it deems desirable for the conduct of business."  
3 While other sections of the Collocation Agreement seek  
4 to allow that BellSouth has certain rights of approval  
5 on such equipment, this contractual statement should  
6 not be misconstrued to assume that such BellSouth  
7 approval may be made without regard to the intent of  
8 the Act to stimulate competition nor in deference to  
9 the legal requirements of the Code of Federal  
10 Regulations.

11 Regarding the fire rated walls in the  
12 central offices, BellSouth has failed to prove the  
13 issue that firewalls are an absolute mandate of local  
14 municipalities. Indeed, documents filed in this  
15 docket have illustrated numerous exemptions,  
16 variances, and solutions that may be applied to this  
17 problem, provided BellSouth is willing to seek a  
18 solution to the problem. It appears that this issue  
19 is mainly one of BellSouth policy. BellSouth's own  
20 policy manuals are much firmer on this issue than the  
21 corresponding government agency documents are.

22 I would like to point out something from  
23 the FCC First Report and Order that states, I quote,  
24 "We also conclude that collocators seeking to expand  
25 their collocated space should be allowed to use

1 equipment which would by its consideration -- I'm  
2 sorry, consolidation create more space for  
3 collocation.

4 And finally, we must also consider the  
5 impact of CLECs such as Supra and our efforts to  
6 acquire customers and how that factors into  
7 BellSouth's forecasts.

8 So the question of BellSouth's obligation  
9 to provide space comes down to a simple question: Is  
10 the space reserved being done so according to the  
11 terms of the Act and the CFR? Is there substantial  
12 things that BellSouth could do to allow collocation in  
13 the North Dade Golden Glades and the West Palm Beach  
14 Gardens central offices if they wanted to or were  
15 motivated to allow collocation in these offices?

16 Key in this issue is the length of time  
17 BellSouth may reserve space on terms more favorable to  
18 itself than to Supra, the amount of space they are  
19 allowed to reserve while simultaneously denying  
20 collocation to Supra, and finally, the validity of the  
21 forecasts and promises made by BellSouth historically  
22 and in this docket.

23 Regarding the equipment that Supra is  
24 allowed to collocate by our Collocation Agreement, I  
25 quote, "The interconnector may place or install in or

1 contiguous space wherever available." BellSouth's  
2 policy of constructing common areas with firewalls  
3 enclosing a collocator's area and then locating the  
4 next collocator immediately adjacent to the first  
5 precludes BellSouth from ever being able to meet the  
6 requirements of this FCC order.

7 We have been allowed to stand in our  
8 collocation space in the Grande central office and the  
9 Palmetto central office in the presence of the  
10 engineer responsible for the projects. I assure you  
11 there are no fire rated walls being constructed, and  
12 the engineer has stated to us that there are none  
13 planned for.

14 No allowance for Supra to attempt to  
15 request a waiver has been provided. No allowance has  
16 been made for Supra to deal with local municipalities  
17 regarding the zoning issues prior to denying our  
18 application for space has been made. This is a right  
19 of any tenant in a multi-tenant arrangement.  
20 BellSouth on one hand says we are a tenant, but no  
21 space is available, and on the other hand denies us  
22 the space even if we pursue a waiver with the  
23 government.

24 Thank you.

25 Q That concludes your summary of your direct

1 and rebuttal testimony, Mr. Nilson?

2 A Yes, it does.

3 Q Do you want to move on to your discussion  
4 of your late-filed exhibit, which is the diagram  
5 that's up on the board and that has been sent around  
6 to everyone identified as DAN-1?

7 A Yes. I'll start on this first floor plan  
8 of the Golden Glades central office in the upper  
9 right-hand corner of the diagram, where there's 970  
10 square feet marked as reserved for future transmission  
11 space integrated ground plane.

12 Immediately below that area are two MAP  
13 terminal stations used for maintenance that Supra  
14 contends are a duplication of similar terminals  
15 located in the upper left-hand corner of the diagram,  
16 and as part of the entire issue of space efficiency  
17 and modernization of the terminal equipment in this  
18 office.

19 Directly below that area is a space marked  
20 795 square feet for future switching. In preparing  
21 this diagram for the Commission, I used BellSouth's  
22 indication that this was for future switching, coupled  
23 with information that was provided in POD 27, which  
24 indicated that there were six to seven years growth of  
25 the O4 tandem in that area and 25 years growth space

1 will come up later on the video indicating how often  
2 and how much of the day that office is used.

3 I also would like to note that on the  
4 second volume of PODs, it appears that BellSouth has  
5 decided to use that office space for yet another  
6 purpose altogether, indicating that they've decided  
7 that there are more important uses to put to it than  
8 the administrative space we were originally told it  
9 was designed for.

10 The last remaining large space is down at  
11 the bottom in the engine room. We've received a  
12 number of different conflicting testimonies regarding  
13 the future plans for the engine expansion in this  
14 office.

15 On our first walk-through, we were shown  
16 that the plans had been changed within a few days  
17 prior to the walk-through to incorporate an engine  
18 change in this office, and that the air handling unit  
19 was going to -- the air handling unit was going to be  
20 moved from the area that's marked in red to the room  
21 above it for the purposes of providing space for a  
22 larger engine within the area that's currently marked  
23 red, and at that point, the space in the current  
24 engine room would be made available for other  
25 purposes.

1 for the operator services switch in that area.

2 Coming across is a 143 square foot section  
3 marked future O4T switch. That's also the growth for  
4 the Dade County tandem. That's part of the growth  
5 area that was indicated as being equal to six or seven  
6 years space.

7 To the left of that is 337 square feet of  
8 future space for transmission and virtual collocation  
9 space.

10 Immediately below that area is an area of  
11 space that should have been marked, in my opinion,  
12 available for collocation, based on our walk-throughs  
13 and based on blueprints supplied by BellSouth. This  
14 is within the battery room. There are currently four  
15 strings of batteries in that room and a lot of open,  
16 empty space. As part of the production of documents,  
17 we have minutes of meetings held on this central  
18 office which indicated that that section of the  
19 battery room was going to be redesigned to be used for  
20 storage area.

21 To the left of that area is the  
22 administrative space, 341 square feet of  
23 administrative space that consists of a number of desk  
24 stations, far in excess of the number of people that  
25 actually work in the office. We have testimony that

1 We've since then heard testimony from  
2 Mr. Bloomer indicating that the entire room was going  
3 to be required for the purposes of mounting an  
4 engine.

5 We at that point asked for plans and  
6 manufacturer's information to justify the need for all  
7 that space. We didn't receive any BellSouth plans for  
8 that space, but we did receive as part of the  
9 documents plans for the engine, and coupled with those  
10 plans and Mr. Bloomer's statements on the requirements  
11 for intake and exhaust spacing, drew up a set of space  
12 plans and tried to figure out how it would be  
13 necessary to utilize all that space for the engine  
14 required.

15 Our estimation was that there is some  
16 conflicting testimony in this area, and that all the  
17 space is not going to be required to mount that  
18 engine. Indeed, the blueprints that were sent to us  
19 in the second volume of PODs added 142 square feet  
20 over on the right-hand side for future power  
21 requirements and showed how they were going to modify  
22 the house service panel in that area to make room for  
23 that.

24 So at this point, Supra remains rather  
25 confused over exactly where this engine expansion is

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1 going to take place and specifically how much space is  
2 going to be assigned to it. From our own estimation,  
3 it appears that there's definitely some amount of  
4 space available in this general area. Specifically  
5 where that space will ultimately be available is still  
6 confusing to us.

7 I'll now go on to page 2, which is the  
8 second floor of the Golden Glades central office.

9 There remain -- I want to back up for one  
10 minute. There are two additional areas marked on the  
11 first floor of the Golden Glades, one section in the  
12 isolated ground plane area, which indicates that there  
13 is fragmented space available throughout that area,  
14 representing 14 times 3-1/2. That space is not shown  
15 on the diagram. I didn't attempt to draw in where it  
16 would go. I just highlight the fact that there is  
17 space available for some purposes in that area, as  
18 well as the integrated ground plan where there's 77  
19 times 3-1/2 square feet of available space in that  
20 area.

21 Continuing on to the diagram on the second  
22 page, the large area that's indicated there, the 661  
23 square feet, is that section that has been reserved  
24 for growth of the Broward County tandem and the local  
25 switch in that office. And based on the information

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1 allowing for the construction of walls if it's  
2 ultimately determined those are necessary, without  
3 scattering the space throughout the central office.

4 So we would mark this as Option Number 1,  
5 specifically because it provides space for the  
6 installation of switching equipment, which requires  
7 the isolated ground plane, as well as transmission  
8 equipment, which traditionally uses an integrated  
9 ground plane, in close proximity to one another.

10 Option Number 2 shows two separated areas  
11 within the area of the isolated ground plane. We note  
12 that in POD 27, this is the area that's marked for six  
13 to seven years expansion of the O4T tandem, as well as  
14 25 years worth of expansion for the TOPS operator  
15 switch, and feel that because the space is reserved  
16 for that far out in the future, the projections and  
17 the ability of BellSouth to accommodate Supra in that  
18 area would be very realistic.

19 The other area to the left of that is an  
20 area that could be set aside for transmission  
21 equipment, which requires the integrated ground  
22 plane. And we chose that area specifically because on  
23 BellSouth's own document it's identified as space  
24 that's available for collocation, and it is of the  
25 proper ground plane required for that type of

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1 supplied to us in POD 27, BellSouth estimates that  
2 there's four to five feet years growth space reserved  
3 in that area alone.

4 Additionally, there are two other areas.  
5 There's 177 square feet marked as available for future  
6 use. There are 15 times 3-1/2, which represents  
7 isolated frames scattered through the central office  
8 as part -- that have developed apparently as part of  
9 switch modernizations throughout that office. And  
10 additionally, the training room in the lower  
11 right-hand corner, which is on several pieces of  
12 documentation alternately marked as a maintenance  
13 office.

14 At this point I would like to go on to the  
15 third page, which reflects several of the proposals  
16 Supra is making for where Supra collocation space  
17 could be provided. Bear with me for just a minute  
18 while we put up another overlay.

19 I would mark this as Option 1. One of the  
20 reasons we've represented this is that Ms. Keating  
21 asked me to take some things into consideration. We  
22 chose this area because of the fact that it very  
23 nicely incorporates the potential for both isolated  
24 and integrated ground plane equipment to be installed  
25 in close proximity to one another, potentially

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1 equipment.

2 While they set up the overlays for the  
3 third option, I just want to explain that the choices  
4 that I present for the third option involve space on  
5 both the first and second floor, and as such, would  
6 require the next two pages to be looked at  
7 simultaneously to see the full range of space.

8 Again, on the first floor, I've identified  
9 within the area of the integrated ground plane the  
10 same space that I used in Option Number 2,  
11 specifically because it is an integrated ground plane  
12 and it has been identified for collocation purposes.

13 And for the purposes of providing isolated  
14 ground plane for switching equipment, we make a  
15 selection on the second floor in that space that's  
16 reserved for the growth of the O1T tandem and the  
17 local switch that has been indicated as four to five  
18 years growth potential in that area, as potential for  
19 placing switching equipment which requires the  
20 isolated ground plane.

21 That concludes the late-filed exhibits  
22 covering the available space in the Golden Glades  
23 central office and some of Supra's suggestions as to  
24 where Supra's collocation space could be located.

25 I would like to point out that on the



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1 diagrams that are marked in red, in no case have we  
 2 attempted to identify each and every available  
 3 location that could be made available. We've tried to  
 4 be reasonable about this and realize that if we were  
 5 to ask for a certain terminal to be moved to make  
 6 space for collocation, that we couldn't ask for all  
 7 the terminals of that type to be removed, because they  
 8 have a need to use that equipment to do their  
 9 collocation -- I'm sorry, to do their switch  
 10 provisioning. We've also made serious efforts in our  
 11 floor plan designs to avoid the need in our  
 12 collocation space to take up space with desks and  
 13 terminals, and as such, have sought to provide that  
 14 same type of function in a remote location so as not  
 15 to impact the floor space requirements unnecessarily.

16 Going on to the diagram on the West Palm  
 17 Beach Gardens central office, again I'll start in the  
 18 upper right-hand corner. In the upper right-hand  
 19 corner is that section of the main distribution frame  
 20 that was -- had been reserved in the 1994 filing that  
 21 was recently removed because it was unnecessary.  
 22 There's currently a workstation placed in that area,  
 23 but that was a portion of the space that was reserved  
 24 and then deemed as being unnecessary.

25 Immediately below that is a section of 403

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1 for future use, but we're not clear on whether that  
 2 space has been included in the 68 or whether it has  
 3 just been omitted from the diagram.

4 Immediately below that area is a large  
 5 section, quite large section of expansion space that  
 6 has been reserved for the tandem in that office.  
 7 We've received a number of different elements of  
 8 testimony regarding the positioning of switch elements  
 9 in that office. There has apparently been three  
 10 lineups worth of equipment reserved for future use in  
 11 that area. At the rate of installation of switch  
 12 elements that we were told, that three lineups of  
 13 equipment represents approximately six years worth of  
 14 growth in that area.

15 Coming along to the far left-hand side  
 16 where there was three workstations installed along the  
 17 left-hand wall, there's a section in the middle that  
 18 we've marked in red because, as we did the  
 19 walk-throughs, we were told that of the three  
 20 workstations along the wall, there was a duplicate  
 21 workstation in the middle that was capable of  
 22 controlling each and any of the switches in the office  
 23 that duplicated the capability of the workstation  
 24 immediately below it. So we would ask that  
 25 consideration be made for removing that duplicated

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1 square feet that's marked for future expansion of the  
 2 SCP. And since it is set aside for future use, it has  
 3 been marked in red as space available.

4 To the left of that area is a large area  
 5 representing 686 square feet of space that's available  
 6 on the integrated ground plane for transmission type  
 7 switching purposes.

8 Immediately below that is 329 square feet  
 9 that's currently reserved for future growth of the  
 10 TOPS switch. The TOPS is the operator services  
 11 switch. And we seek to show later in the day that  
 12 there is sufficient capacity on that switch, and that  
 13 space could be made available for collocation  
 14 purposes, based on the forecasting information we  
 15 received during depositions.

16 To the left of that and down at the bottom,  
 17 there's 246 square feet of available space for power  
 18 requirements. It's marked in red because it has been  
 19 identified as space reserved for future use.

20 To the left of that is a section that's 68  
 21 square feet marked for future transmission purposes,  
 22 which abuts a larger vertically marked red area, for  
 23 which I'm not clear whether a space estimate has been  
 24 provided for that as part of the 68 square feet or  
 25 whether it was omitted. It has obviously been marked

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1 workstation.

2 Immediately above that area is space that's  
 3 part of a large storage area and receiving area in  
 4 that office. We marked approximately half that space  
 5 out. In recognizing Ms. Keating's request to consider  
 6 spaces that could be easily enclosed with firewalls,  
 7 we felt that should a decision be made to provide  
 8 collocation in that area, that the structure was  
 9 already built to have the walls in place and that it  
 10 would be quite easy to add fire rated walls around the  
 11 remainder of that area.

12 To the right hand of that space, there's  
 13 some large equipment and administration areas that  
 14 you'll see on the video that represent large, possibly  
 15 inefficiently used spaces that could be considered for  
 16 collocation purposes.

17 And immediately below that area is 526  
 18 square feet of space that BellSouth has reserved for  
 19 future switching requirements, and that's marked in  
 20 red, obviously, because it is reserved space.

21 To the right of that is a section of 143  
 22 square feet that has been reserved for future space.

23 And then I would point out that throughout  
 24 the various areas of the office, there are individual  
 25 spaces that represent small sections of space that are

1 reserved for future use as well.

2 This drawing represents the last page of  
3 my exhibit and represents space that Supra believes  
4 could be set aside for its collocation. We've  
5 identified two areas. The one in the upper right is  
6 integrated ground plane area suitable for transmission  
7 equipment, and it's also in the general area where  
8 other collocators have applied for and been granted  
9 space. And in the isolated ground plane area down in  
10 the expansion space for the O4T tandem, which, by the  
11 testimony we've received, apparently represents about  
12 a six-year reservation of space for that switch where  
13 space could be made available for Supra's equipment.

14 That is my analysis of the maps.

15 MS. SUMMERLIN: Okay. I tender the witness  
16 for cross examination.

17 COMMISSIONER DEASON: Ms. White?

18 CROSS EXAMINATION

19 BY MS. WHITE:

20 Q Mr. Nilson, just to go to your map for a  
21 minute about Palm Beach Gardens, the space you have in  
22 blue up in the top of the last page of your exhibit.

23 A Yes, ma'am.

24 Q You said that that was space that was  
25 reserved for collocation?

1 A No. I said it was identified as space  
2 reserved for future use, and it's in the general area  
3 of where another collocator has been provided space.

4 Q And that collocator is a virtual  
5 collocator; right?

6 A Yes, ma'am, it is.

7 Q You stated in your summary, the first part  
8 of your summary, not the diagrams, that BellSouth has  
9 obligations under the Act to modernize its network to  
10 accommodate collocation; is that correct?

11 A I don't recall making that statement, no.

12 Q Well, let me ask you, you said that there  
13 was fragmented space at which collocation could be  
14 accommodated; is that right?

15 A That's correct.

16 Q Does the Act require the defragmenting of  
17 equipment racks to accommodate collocation?

18 A I'm not certain that the Act specifically  
19 addresses fragmented space.

20 What my statement was was borne out by the  
21 numbers on Mr. Bloomer's exhibit here, which indicates  
22 there is quite a bit of frames in the -- in what  
23 BellSouth refers to as the toll area of the Golden  
24 Glades tandem where equipment may have been installed  
25 at one point in time but is not currently installed.

1 There is large numbers of racks that may only have one  
2 or two pieces of equipment installed in them, and it's  
3 conceivable to expect or reasonable to expect that  
4 those are places where plans could change to make  
5 better use of the space.

6 Q Let's talk about the equipment. Mr. Ramos  
7 said that he was not testifying as a network expert,  
8 but that you would be. Do you agree with that?

9 A Yes, ma'am.

10 Q Okay. Let's talk about the Ascend TNT  
11 piece of equipment. That's a piece of equipment that  
12 Supra wants to physically collocate; isn't that  
13 correct?

14 A Yes, ma'am.

15 Q And is it your position that this piece of  
16 equipment can be used to provide information services  
17 and telecommunications services?

18 A Yes, ma'am.

19 Q What is the Ascend TNT?

20 A It's a multifunction box that incorporates  
21 capacity for installing modem equipment as well as --  
22 the modem equipment essentially installs into the  
23 frame in such of a way that it uses the service of a  
24 core switch that's used for the purposes of  
25 consolidating the switching packet type services.

1 Q Okay. So is it fair to call the Ascend TNT  
2 a switch?

3 A Well, Ascend calls it that in their  
4 literature.

5 Q Can you use the Ascend TNT to switch a  
6 local or toll call?

7 A Could you repeat the question?

8 Q Can you use the Ascend TNT to switch a  
9 local or toll call?

10 A If we limit my answer to strictly stating  
11 that it's possible to do that using the Ascend TNT to  
12 switch a local call provisioned across an ISDNPRI  
13 circuit, that's correct.

14 Q Okay. Can you tell me how it does that?

15 A In combination with the Ascend SS7 gateway,  
16 an ALEC is provided to the gateway service. The TNT  
17 is then capable of directly trunking ISDNPRI circuits  
18 for the purpose of provisioning PBX, et cetera.

19 Q Okay. Does the Ascend TNT provide dial  
20 tone?

21 A I'm not sure I have the answer to that at  
22 hand.

23 Q Okay. Does it store the digits the  
24 customer has dialed?

25 A I believe in conjunction with the SS7

1 gateway it does.  
 2 Q Does it translate the digits so that the  
 3 call can be routed?  
 4 A Yes.  
 5 Q What part of it does that?  
 6 A The gateway system.  
 7 Q What part connects the call to an outgoing  
 8 trunk?  
 9 A Could you repeat that?  
 10 Q What part connects the call to an outgoing  
 11 trunk?  
 12 A The TNT itself under the direction of the  
 13 gateway.  
 14 Q How many customer lines can be hooked up to  
 15 the Ascend TNT?  
 16 A I don't know that off the top of my head,  
 17 but it's in their literature.  
 18 Q How many voice conversations can be carried  
 19 on at one time using the Ascend TNT?  
 20 A Well, that would be 24 times the number of  
 21 trunks.  
 22 Q And how many trunks does the Ascend TNT  
 23 have?  
 24 A That was the question I just told you I  
 25 didn't have off the top of my head.

1 Q Does the Ascend TNT allow you to provide  
 2 vertical features?  
 3 A Can you define what you mean by vertical  
 4 features?  
 5 Q Yes, like call waiting, conference calling,  
 6 call forwarding.  
 7 A No, ma'am. This would be specifically for  
 8 provisioning circuits in PBXs, and those vertical  
 9 features are typically supplied by the PBX itself.  
 10 Q Does the Ascend TNT, does it also perform  
 11 as an Internet protocol router?  
 12 A It's my understanding that the Internet  
 13 capability of that switch is done in switching mode,  
 14 not in routing mode.  
 15 Q Can you explain what that means to me?  
 16 A Well, from an engineering standpoint,  
 17 routing is something that occurs over and over again  
 18 throughout the course of trying to get data from one  
 19 location to another, whereas switching establishes a  
 20 path for the communications to travel on at the point  
 21 at which the call is set up, and then it stays set up  
 22 throughout the duration of the call, as opposed to  
 23 having to continuously remake that decision on a route  
 24 by route basis.  
 25 Q Is Supra planning on using the Ascend TNT

1 to switch a local call from one customer to another?  
 2 A We're planning on using it to extend our  
 3 capability to provision ISDNPRI circuits to PBX  
 4 customers.  
 5 Q Okay. And believe me, I am not a  
 6 technical expert, but does that mean that it will  
 7 switch a local call -- or you will use it to switch a  
 8 local call from one customer to another?  
 9 A Within that definition, yes.  
 10 Q Okay. Can you explain to me the  
 11 limitation?  
 12 A The Ascend TNT switch is incapable of  
 13 hooking to POTS lines for the purpose of provisioning  
 14 two-wire telephone services. It's only capable of  
 15 provisioning ISDNPRI circuits to PBX customers.  
 16 Q Okay. Is an easier way to say that is that  
 17 it's a switch for data, not a switch for voice  
 18 conversations?  
 19 A No. That would be over limiting, overly  
 20 limiting.  
 21 Q Okay. Can you explain to me -- well, you  
 22 said it wouldn't be capable or it's not capable of  
 23 being used to provide voice conversations; correct?  
 24 A I did not say that. I said it's not  
 25 capable of hooking to two-wire copper circuits. It's

1 capable of provisioning voice PRI circuits to PBX  
 2 customers, as well as providing data communications.  
 3 COMMISSIONER DEASON: Ms. White, how much  
 4 more do you have for this witness?  
 5 MS. WHITE: Probably 15 minutes.  
 6 COMMISSIONER DEASON: Okay. We're going to  
 7 go ahead and recess for lunch. We'll reconvene at  
 8 1:00.  
 9 (Recessed for lunch at 12:10 p.m.)  
 10 (Transcript continues in sequence in  
 11 Volume 2.)  
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