

ORIGINAL

Legal Department

RECEIVED-PPSC

NOV -1 PM 4:36

RECORDS AND REPORTING

E. EARL EDENFIELD JR.  
General Attorney

BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(404) 335-0763

November 1, 2000

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

Re: Docket No. 000828-TP (Sprint Arbitration)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Direct Testimony of Daonne Caldwell, David Coon, W. Keith Milner and John Ruscilli, which we ask that you file in the captioned docket.

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

APP \_\_\_\_\_  
CAF \_\_\_\_\_  
CMP Yulwood  
COM Spong  
CTR \_\_\_\_\_  
ECR \_\_\_\_\_  
LEG 2  
OPC \_\_\_\_\_  
PAI \_\_\_\_\_  
RGO \_\_\_\_\_  
SEC 4  
SER \_\_\_\_\_  
OTH \_\_\_\_\_

Sincerely,

*E. Earl Edenfield Jr.*  
E. Earl Edenfield Jr. (EW)

cc: All Parties of Record  
Marshall M. Criser III  
R. Douglas Lackey  
Nancy B. White

*Caldwell*  
DOCUMENT NUMBER - DATE  
14174 NOV-18  
FPSC-RECORDS/REPORTING

*Coon*  
DOCUMENT NUMBER - DATE  
14175 NOV-18  
FPSC-RECORDS/REPORTING

*Milner*  
DOCUMENT NUMBER - DATE  
14176 NOV-18  
FPSC-RECORDS/REPORTING

*Ruscilli*  
DOCUMENT NUMBER - DATE  
14177 NOV-18  
FPSC-RECORDS/REPORTING

**CERTIFICATE OF SERVICE  
Docket No. 000828-TP**



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

U.S. Mail this 1st day of November, 2000 to the following:

Timothy Vaccaro  
Staff Counsel  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Charles J. Rehwinkel  
Susan Masterton  
Sprint  
1313 Blair Stone Road  
Tallahassee, FL 32301  
Tel. No. (850) 847-0244  
Fax. No. (850) 878-0777

William R. Atkinson  
Benjamin W. Fincher  
Sprint  
3100 Cumberland Circle  
Atlanta, Georgia 30339  
Tel. No. (404) 649-6221  
Fax. No. (404) 649-5174

  
E. Earl Edenfield Jr.  
E. Earl Edenfield Jr. 

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

BELLSOUTH TELECOMMUNICATIONS, INC.  
DIRECT TESTIMONY OF W. KEITH MILNER  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 000828-TP  
NOVEMBER 1, 2000

Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH").

A. My name is W. Keith Milner. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection Services for BellSouth. I have served in my present position since February 1996.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. My business career spans over 30 years and includes responsibilities in the areas of network planning, engineering, training, administration, and operations. I have held positions of responsibility with a local exchange telephone company, a long distance company, and a research and development company. I have extensive experience in all phases of telecommunications network planning, deployment, and operations in both the domestic and international arenas.

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

5  
6 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC  
7 SERVICE COMMISSION?

8  
9 A. I have previously testified before the state Public Service Commissions  
10 in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, and  
11 South Carolina, the Tennessee Regulatory Authority, and the North  
12 Carolina Utilities Commission on the issues of technical capabilities of  
13 the switching and facilities network, the introduction of new service  
14 offerings, expanded calling areas, unbundling, and network  
15 interconnection.

16  
17 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?

18  
19 A. In my testimony, I will address the technical aspects of network related  
20 issues which have been raised in the Petition for Arbitration filed by  
21 Sprint Communications Company Limited ("Sprint") in this docket.  
22 Specifically, I will address the following issues, in whole or in part:  
23 Issues 16, 18, 21, 22, 32, 33, and 34.

24  
25 **Issue 16: Regarding requests for collocation space availability reports**

1    **on multiple BellSouth central offices, what is the appropriate time**  
2    **interval in which BellSouth must provide such reports to Sprint?**

3

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

5

6    A.    BellSouth believes that space availability reports for a particular central  
7           office should be provided within 15 calendar days of receipt of an  
8           ALEC's inquiry except when multiple requests are involved. In such  
9           cases, the 15 calendar day standard should be applicable for requests  
10          1 through 9 and, when an ALEC submits 10 or more requests within  
11          ten calendar days, the initial 15 day interval should increase by 10  
12          days for every additional 10 requests or fraction thereof.

13

14   Q.    WHAT DOES A SPACE AVAILABILITY REPORT CONTAIN?

15

16   A.    A space availability report provides detailed information on space  
17          availability and price quotes. The information provided is sufficient to  
18          enable an ALEC to place a firm order.

19

20   Q.    WHAT IS THE BASIS OF BELLSOUTH'S POSITION?

21

22   A.    First, BellSouth believes that the Commission has fully considered this  
23          issue and arrived at a reasonable decision in its Order No. PSC-00-  
24          0941-FOF-TP, issued on May 11, 2000 (May order) in the Generic  
25          Collocation Docket (Docket Nos. 981834-TP and 990321-TP). In that

1 order, under Section II. ILEC Response To An Application For  
2 Collocation, the Commission stated:

3  
4 ...we believe a single set of intervals would best present uniform  
5 standards for ILECs in responding to multiple applications...

6  
7 In conclusion, we hereby require ILECs to respond to a  
8 complete and correct application for collocation within 15  
9 calendar days. This response shall provide sufficient  
10 information to enable an ALEC to place a firm order, including  
11 information on space availability and price quotes. When an  
12 ALEC submits ten or more applications within ten calendar  
13 days, the initial 15-day response period will increase by 10 days  
14 for every additional 10 applications or fraction thereof when the  
15 ALEC submits 10 or more applications within a 10-day period.

16  
17 Second, BellSouth believes that it is self evident that multiple requests  
18 received at or near the same time thrust an additional workload beyond  
19 that which BellSouth would normally be staffed to accommodate. The  
20 additional time proposed by BellSouth to process multiple requests of  
21 10 or more is reasonable in light of the detailed information that must  
22 be provided.

23  
24 BellSouth requests the Commission find that the parties should adopt  
25 the intervals in PSC-00-0941-FOF-TP for resolution of this issue,

1           thereby advancing the Commission's stated preference for uniformity  
2           and avoiding needless administrative complexity.

3

4   **Issue 18: Should Sprint and BellSouth have the ability to negotiate a**  
5   **demarcation point different from Sprint's collocation space, up to and**  
6   **including the conventional distribution frame?**

7

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

9

10   A.   BellSouth believes it would be redundant to include language in its  
11       interconnection agreement with Sprint dealing with the ability of the  
12       parties to negotiate a demarcation point different from Sprint's  
13       collocation space, up to and including the conventional distribution  
14       frame. This matter has been fully considered, and, indeed,  
15       reconsidered in the Generic Collocation Docket. In the Commission's  
16       May order, under Section IX. Demarcation Point Between ILEC And  
17       ALEC Facilities, the Commission stated:

18

19           We are persuaded that the ALEC's collocation site is the  
20           appropriate demarcation point. The demarcation point is the  
21           point at which each carrier is responsible for all activities on its  
22           side. The evidence of record clearly shows that, currently,  
23           ALECs are not allowed to manage or control the area outside of  
24           their collocation space. Moreover, establishing a demarcation  
25           point outside of an ALEC's collocation space could prohibit

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

ALECs from managing or maintaining their cabling on their side of the demarcation point without a BellSouth Certified Contractor. Therefore, we find that the ALEC's collocation space is the appropriate demarcation point.

Furthermore, we agree that because the ILECs manage the cabling and cable racking in the common area, the ILEC should designate the location of such a point at the perimeter of an ALEC's space...

In that same order, the Commission permitted the parties to negotiate an alternative demarcation point:

Although the FCC prohibits ILECs from requiring POT bays or other intermediate points of interconnection, ALECs are not prohibited from choosing to use them. Therefore, ILECs and ALECs may negotiate other demarcation points up to the CDF. However, if terms cannot be reached between the carriers, the ALEC's collocation site shall be the default demarcation point.

BellSouth will comply with the Commission's May order regarding the demarcation point and will establish said point at a location at the perimeter of the collocation space unless Sprint and BellSouth can agree on some other arrangement.



1 **Issue 21: Under what conditions, if any, should Sprint be permitted to**  
2 **convert in place when transitioning from a virtual collocation**  
3 **arrangement to a cageless physical collocation arrangement?**

4  
5 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

6  
7 A. BellSouth believes this matter has been decided by the Commission in  
8 the Generic Collocation Docket. On October 17, 2000, the  
9 Commission adopted the Staff's July 20, 2000 Recommendation on  
10 Issue 2 of various motions for reconsideration in the Generic  
11 Collocation Docket. Part II of Issue 2 of the Staff's recommendations  
12 states:

13  
14 Staff recommends that BellSouth and GTEFL's Motions for  
15 Reconsideration regarding conversion of virtual to physical  
16 collocation be granted. In view of the fact that a federal court  
17 has now rendered an interpretation of federal law that is directly  
18 contrary to this Commission's interpretation on this point, staff  
19 believes that the Commission's decision on this point may be  
20 considered in error. In conformance with the U. S. Court of  
21 Appeals for the D. C. Circuit's ruling (DC Circuit or Court), the  
22 Commission should determine that the ILEC, rather than the  
23 ALEC, may determine where the ALEC's physical collocation  
24 equipment should be placed within a central office, even in  
25 situations where the ALEC is converting from virtual to physical

1 collocation.

2

3 Q. GIVEN THE D. C. COURT'S RECENT DECISION AND THE  
4 COMMISSION'S RESULTING ADOPTION OF THE STAFF'S  
5 RECOMMENDATION, PLEASE GIVE BELLSOUTH'S POSITION ON  
6 CONVERSION OF VIRTUAL COLLOCATION ARRANGEMENTS TO  
7 PHYSICAL COLLOCATION ARRANGEMENTS.

8

9 A. BellSouth will often authorize the conversion of virtual collocation  
10 arrangements to physical collocation arrangements without requiring  
11 the relocation of the virtual arrangement.

12

13 BellSouth considers the following prior to authorizing a conversion of a  
14 virtual collocation arrangement to a physical collocation arrangement:

15

16 1. Whether there is a change in the amount of equipment or a change  
17 to the arrangement of the existing equipment, such as re-cabling of  
18 the equipment;

19

20 2. Whether the conversion of the virtual collocation arrangement  
21 would cause the arrangement to be located in the area of the  
22 premises reserved for BellSouth's forecast of future growth;

23

24 3. Whether, due to the location of the virtual collocation arrangement,  
the conversion of said arrangement to a physical collocation  
arrangement would impact BellSouth's ability to "take reasonable

1 steps to protect its own equipment, such as enclosing the  
2 equipment in its own cage ....” (FCC 99-48, Paragraph 42).

3 4. Whether BellSouth and the requesting collocator have an  
4 agreement that is in compliance with the FCC’s rules.

5 5. Whether there are extenuating circumstances or technical reasons  
6 that would make the arrangement a safety hazard within the  
7 premises or otherwise not be in conformance with the terms and  
8 conditions of the collocation agreement.

9 6. Whether there are other considerations with respect to the  
10 placement of a collocation arrangement including cabling distances  
11 between related equipment, the grouping of equipment into families  
12 of equipment, the equipment’s electrical grounding requirements,  
13 and future growth needs that would make the conversion  
14 impractical.

15

16 BellSouth considers all these issues with the overall goal of making the  
17 most efficient use of available space to ensure that as many ALECs as  
18 possible are able to collocate in the space available.

19

20 **Issue 22: Should Sprint be required to pay the entire cost of make-ready**  
21 **work prior to BellSouth’s satisfactory completion of the work?**

22

23 Q. WHAT IS BELL SOUTH’S POSITION ON THIS ISSUE?

24

25 A. “Make-ready work” refers to all work performed by BellSouth or its

1 contractors to prepare BellSouth's conduit systems, poles or anchors  
2 and related facilities for the requested occupancy or attachment of an  
3 ALEC's facilities by requesting ALECs. Sprint should be required to  
4 pay in advance for any such work Sprint requests BellSouth to perform  
5 as do other ALECs that have signed BellSouth's standard License  
6 Agreement for Rights of Way (ROW), Conduits, and Pole Attachments.  
7 BellSouth should not be required to finance Sprint's business plans.  
8

9 Q. WHAT IS YOUR UNDERSTANDING OF SPRINT'S POSITION?  
10

11 A. Sprint's position is that a requirement for advance payment would  
12 deprive Sprint of its primary recourse in the event that the work is not  
13 performed in a satisfactory manner -- a position with which I do not  
14 agree. It is not unusual for contractors to require payment in advance.  
15 Furthermore, there is no harm to Sprint, given Sprint's offer to pay half  
16 the amount due in advance in any event and Sprint's position that it will  
17 pay BellSouth the remainder upon completion of the work to Sprint's  
18 satisfaction. The inclusion of Sprint's proposal into the proposed  
19 interconnection agreement, and therefore ultimately in other  
20 interconnection agreements (through Section 15 of BellSouth's  
21 standard interconnection agreement), would simply invite baseless  
22 disputes over whether the work was "satisfactorily" completed as a  
23 means of delaying payment. Sprint, and other ALECs, have effective  
24 means of recourse should they believe a work request was not  
25 completed in a satisfactory manner.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**Issue 32: Upon denial of a Sprint request for physical collocation, what justification, if any, should BellSouth be required to provide to Sprint for space that BellSouth has reserved for itself or its affiliates at the requested premises?**

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

A. BellSouth believes that this issue has been determined by the Commission in its Order No. PSC-99-1744-PAA-TP issued September 7, 1999, in Docket Nos. 981834-TP and 990321-TP. On page 11 of that order, the Commission stated the following:

Therefore, we adopt the following requirement:

The ILEC shall file with the Commission a Petition for Waiver of the Collocation Requirements within 20 calendar days of filing its Notice Of Intent to request a waiver. The Petition shall include the following information:

- (1) Central Office Language Identifier, where applicable.
- (2) Identity of the Requesting ALEC(s), including the amount of space sought.
- (3) Total amount of space at the premises.
- (4) Floor Plans, including measurements of the ILEC's premises showing:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

- a. Space housing ILEC network equipment nonregulated services space, or administrative offices;
- b. Space housing obsolete or unused equipment;
- c. Space that does not currently house ILEC equipment or administrative offices but is reserved by the ILEC for future use, including the intended purpose of each area and the forecasted year of use;
- d. Space occupied by collocators for the purpose of network interconnection or access to unbundled network elements;
- e. Space, if any, occupied by third parties for other purposes, including identification of the uses of such space;
- f. Remaining space, if any;
- g. Identification of switch turnaround plans and other equipment removal plans and timelines, if any;
- h. Central office rearrangement/expansion plans, if any, and
- i. Description of other plans, if any that may relieve space exhaustion. [underlining added for emphasis]

(5) Floor loading requirements

In that same order, the Commission made provisions for ALEC tours of offices for which collocation requests are denied by ILECs, provisions for PSC Staff tours at the same time, and post-tour reports by all three parties. These measures ensure that any concerns about BellSouth's

1 use of space for itself or its affiliates may be fully reviewed by the  
2 Commission during the waiver process.

3

4 BellSouth has complied and will continue to comply with the  
5 Commission's order. BellSouth believes the information being  
6 provided to ALECs to be in compliance with the Commission's order  
7 and to be sufficient for the ALECs and, if necessary, for the  
8 Commission to determine the reasonableness of BellSouth's denial of  
9 a physical collocation request.

10

11 **Issue 33: In the event that obsolete unused equipment is removed from**  
12 **a BellSouth premises, who should bear the cost of such removal?**

13

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

15

16 A. BellSouth will remove obsolete equipment from its premises upon  
17 request. If, at an ALEC's request, BellSouth is required to remove  
18 unused obsolete equipment ahead of its scheduled removal, BellSouth  
19 will comply with such a request at the expense of the ALEC.

20

21 Q. WHAT IS THE BASIS OF BELLSOUTH'S POSITION?

22

23 A. First of all, it is obvious that it takes time and money to remove  
24 obsolete equipment, and the removal itself should be done carefully so  
25 as not to disrupt customer service provided by other equipment which

1 is located nearby or which shares infrastructure components.  
2 BellSouth removes unused obsolete equipment on a schedule  
3 coordinated with other similar activities to be performed within the  
4 central office premises. It is BellSouth's intent to proactively remove  
5 unused obsolete equipment prior to a central office reaching exhaust.  
6 In the normal course of events, BellSouth believes the removal of  
7 obsolete equipment will not arise as an issue. However, should it  
8 become an issue, and BellSouth is requested to act ahead of its  
9 normal removal schedule, the requesting ALEC should bear the  
10 appropriate costs. These could include, but not necessarily be limited  
11 to, such costs as the time value of money, and the cost of opening an  
12 unplanned equipment removal job.

13

14 **Issue 34: Upon denial of a Sprint request for physical collocation, and**  
15 **prior to the walkthrough, should BellSouth be required to provide full-**  
16 **sized (e.g., 24-inch x 36-inch) engineering floor plans and engineering**  
17 **forecasts for the premises in question?**

18

19 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

20

21 A. BellSouth believes that this issue has been determined by the  
22 Commission in its September 7, 1999 order. The excerpt from the  
23 Commission's order I quoted in my discussion of Issue 32 earlier in my  
24 testimony is equally applicable here. BellSouth has complied with and  
25 will continue to comply with the Commission's order. BellSouth



1 believes the information being provided to ALECs to be in compliance  
2 with the Commission's order and to be sufficient for the ALECs and, if  
3 necessary, for the Commission to determine the reasonableness of  
4 BellSouth's denial of a physical collocation request. The engineering  
5 drawings BellSouth furnishes are a standard 36-inch width, but the  
6 length may vary depending upon the size of the building. Any further  
7 specificity in an interconnection agreement with regard to the details of  
8 what will be furnished would unnecessarily add to the administrative  
9 complexity of the process.

10

11 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

12

13 A. Yes.