

1                   **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2                                   **DIRECT TESTIMONY**

3   **OF**

4   **MELISSA L. CLOSZ**

ORIGINAL

7   **Q. Please state your name and business address.**

8  
9   A. My name is Melissa L. Closz. My business address is 7650 Courtney Campbell  
10 Causeway, Suite 1100, Tampa, Florida.

11  
12 **Q. By whom are you employed and in what capacity?**

13  
14 A. I am employed by Sprint as Director-Local Market Development.

15  
16 **Q. Please describe your educational background and work experience.**

17  
18 A. I have a Master of Business Administration degree from Georgia State University in  
19 Atlanta, Georgia and a Bachelor of Business Administration degree from Texas  
20 Christian University in Fort Worth, Texas. I have been employed by Sprint for over  
21 nine years and have been in my current position since February, 1997. I began my  
22 telecommunications career in 1983 when I joined AT&T Long Lines progressing  
23 through various sales and sales management positions. In 1989, I joined Sprint's  
24 Long Distance Division as Group Manager, Market Management and Customer

1 Support in Sprint's Intermediaries Marketing Group. In this capacity, I was  
2 responsible for optimizing revenue growth from products and promotions targeting  
3 association member benefit programs, sales agents and resellers. I owned and  
4 operated a consumer marketing franchise in 1991 and 1992 before accepting the  
5 General Manager position for Sprint's Florida unit of United Telephone Long  
6 Distance (UTLD). In this role, I directed marketing and sales, operational support  
7 and customer service for this long distance resale operation. In Sprint's Local  
8 Telecommunications Division, in 1993, I was charged with establishing the Sales  
9 and Technical Support organization for Carrier and Enhanced Service Markets. My  
10 team interfaced with interexchange carriers, wireless companies and competitive  
11 access providers. After leading the business plan development for Sprint  
12 Metropolitan Networks, Inc. (SMNI, now a part of Sprint Communications  
13 Company Limited Partnership), I became General Manager in 1995. In this capacity,  
14 I directed the business deployment effort for Sprint's first alternative local exchange  
15 company (ALEC) operation, including its network infrastructure, marketing and  
16 product plans, sales management and all aspects of operational and customer  
17 support.

18  
19 **Q. What are your present responsibilities?**

20  
21 **A.** My present responsibilities include leading Sprint's interconnection negotiations  
22 with BellSouth Telecommunications, Inc. (BellSouth). In addition, I am responsible  
23 for coordinating Sprint's entry into the local markets within BellSouth states. I also

1 interface with the BellSouth account team supporting Sprint to communicate service  
2 and operational issues and requirements.

3  
4 **Q. Have you testified previously before state regulatory Commissions?**

5  
6 A. Yes, I have testified before state regulatory Commissions in Alabama, Florida,  
7 Georgia, Kentucky, Louisiana, Mississippi, New York, North Carolina, South  
8 Carolina and Tennessee.

9  
10 **Q. What is the purpose of your testimony in this proceeding?**

11  
12 A. The purpose of my testimony is to provide input and background information to the  
13 Florida Public Service Commission (FPSC) regarding Sprint's Petition for Arbitration  
14 of certain issues that Sprint and BellSouth Telecommunications, Inc. (BellSouth)  
15 discussed during the course of negotiating a renewal of their Interconnection  
16 Agreement, but were unable to resolve. Specifically, my testimony will deal with the  
17 following issues: Issue 8- Designation of the Network Point of Interconnection; Issue  
18 16- Time Interval for the Provision of Space Availability Reports; Issue 18-  
19 Negotiation of Alternative Demarcation Point(s); Issue 21- Conversion in Place From  
20 Virtual to Physical Collocation; Issue 22- Payment in Advance for make-Ready Work  
21 Performed by BellSouth; Issue 32- Justification for Space Reservation; Issue 33- Cost  
22 for Removal of Obsolete Unused Equipment; Issue 34- Provision of Full-Sized  
23 Engineering Floor Plans and Engineering Forecasts Upon Denial of a Physical  
24 Collocation Request; and Issue 35- Rates for Collocation Space Preparation.

1

2 Sprint witnesses will address the other arbitration issues in this proceeding as follows:

3 Mark Felton will address various issues identified as 1, 3, 5, 7, 11 and 12; Michael

4 Hunsucker will address unbundled network element combinations issues 4 and 6;

5 Angela Oliver will address interconnection issues 9, 28 (a) and 28 (b); Jim Lenihan

6 will address performance measurements issues 23, 24, 25, 26 and 27; and David

7 Rearden will address reciprocal compensation payments for ISP traffic as delineated

8 in issue 10.

9

10 **Issue 8: Should BellSouth be able to designate the network Point of**  
11 **Interconnection (POI) for delivery of BellSouth's local traffic?**

12

13 **Q. Please describe the issue for which Sprint seeks arbitration by this Commission.**

14

15 A. The issue is whether BellSouth should be able to determine the network Point of  
16 Interconnection (POI) for delivery of its originated local traffic.

17

18 **Q. Should BellSouth be able to determine the network Point of Interconnection for**  
19 **delivery of its originated local traffic?**

20

21 A. No. As a Competing Local Provider, Sprint has the right to designate the Point of  
22 Interconnection for both the receipt and delivery of local traffic at any technically



1 feasible location within BellSouth's network. This includes the right to designate the  
2 POI in connection with traffic originating on BellSouth's network.

3

4 **Q. What is BellSouth's position on this issue?**

5

6 A. BellSouth's position is that it should have the ability to designate the POI(s) for the  
7 delivery of its local traffic to Sprint.

8

9 **Q. Does the FCC address the rights and obligations of ILECs and requesting  
10 carriers with respect to the designation of the network POI?**

11

12 A. Yes. In its Local Competition Order<sup>1</sup>, the FCC clearly stated that the specific  
13 obligation of ILECs to interconnect with local market entrants pursuant to Section  
14 251(c)(2) the Act<sup>2</sup> engenders the local entrant's right to designate the point or points  
15 of interconnection at any technically feasible point within the Local Exchange  
16 Carrier's network:

17

The interconnection obligation of section 251(c)(2) allows

18

competing carriers to choose the most efficient points at which

---

<sup>1</sup> See *First Report and Order*, CC Docket No. 96-98 (issued August 8, 1996) (hereinafter "Local Competition Order").

<sup>2</sup> Section 251(c)(2) provides as follows: "Interconnection. The duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network –

- (A) for the transmission and routing of telephone exchange service and exchange access;
- (B) at any technically feasible point within the carrier's network;
- (C) that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection; and
- (D) on rates, terms and conditions that are just, reasonable, and nondiscriminatory, in accordance with the terms and conditions of the agreement and the requirements of this section and section 252 of this title."

1 to *exchange* (emphasis added) traffic with incumbent LECs,  
2 thereby lowering the competing carriers' cost of, among other  
3 things, transport and termination of traffic.

4  
5 ... Of course, requesting carriers have the right to select  
6 points of interconnection at which to *exchange* (emphasis  
7 added) traffic with an incumbent LEC under Section 251(c)(2).

8  
9 Local Competition Order, at Paragraphs 172, 220, fnte. 464. In other words,  
10 Congress and the FCC intended to give ALECs the flexibility to designate the POI for  
11 the receipt and delivery of local traffic in order that the ALEC may minimize entry  
12 costs and achieve the most efficient network design. No such right is given to the  
13 incumbent carrier, only to new entrants. Sprint's right to designate the point of  
14 interconnection so as to lower its costs, including its cost of transport and termination  
15 of traffic, includes the right to designate the point of interconnection associated with  
16 traffic that originates on BellSouth's network, which Sprint must terminate.

17  
18 **Q. Why is the designation by BellSouth of a POI (or POIs) for the delivery of its**  
19 **local traffic a concern to Sprint?**

20  
21  
22 A. BellSouth may wish to designate its end offices as the points of interconnection for  
23 traffic it originates. Such a designation would force Sprint to build facilities to each

1 BellSouth end office or to pay to transport BellSouth traffic to Sprint's network. This  
2 position would be inconsistent with the FCC's Local Competition Order and the Act.  
3 Sprint is not required to extend its facilities to each BellSouth end office or to any  
4 other point designated by BellSouth. Instead, BellSouth is obligated to provide  
5 interconnection for Sprint facilities at points within BellSouth's network designated  
6 by Sprint. It is neither appropriate nor consistent with the Act and associated FCC  
7 Orders for the monopolist incumbent to increase entrant's costs and potentially  
8 decrease the entrant's network efficiencies by arbitrarily designating where in the  
9 LATA it chooses to hand its traffic off to Sprint and other local market entrants.

10

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

14

15 **Q. What is Sprint's position on this issue?**

16

17 A. Sprint believes that the parties should have the ability to negotiate a demarcation  
18 point different from the perimeter of Sprint's collocation space, up to and including  
19 the conventional distribution frame.

20

21 **Q. What is Sprint's understanding of BellSouth's position on this issue?**

22

1 A. Sprint’s understanding is that BellSouth wants the parties to negotiate a demarcation  
2 point “designation” that will apply to all of its collocations in all BellSouth premises  
3 for the three-year term of the parties’ interconnection agreement. If a different  
4 demarcation point were to be considered for a particular collocation site, BellSouth  
5 would have sole discretion whether to consider an alternate demarcation point for a  
6 particular collocation site, and if BellSouth determined that an alternate demarcation  
7 site was appropriate, BellSouth would have final discretion as to the location of that  
8 demarcation point.

9

10 **Q. What is a demarcation point?**

11

12 A. A demarcation point is essentially the point at which the ALEC and ILEC facilities  
13 meet. The demarcation point serves as the point for which maintenance and  
14 provisioning responsibilities are split with each party assuming accountability on its  
15 side of the demarcation point.

16

17 **Q. Does Sprint wish to comply with the Commission’s decision in its Generic**  
18 **Collocation Docket No. 981834-TP and 990321-TP regarding the designation of**  
19 **the demarcation point?**

20

21 A. Yes.

22

1 **Q. What did the Commission decide regarding the appropriate demarcation point?**

2

3 A. The Commission determined:

4 The appropriate demarcation point is an ILEC designated location at the  
5 perimeter of an ALEC's collocation space; however, parties may negotiate  
6 another demarcation point up to the conventional distribution frame  
7 (CDF).

8

9 **Q. Does the Commission's decision provide for the parties to negotiate a different  
10 demarcation point for a particular collocation space?**

11

12 A. Yes. As reflected above, the Commission determined that in general, the appropriate  
13 demarcation point is at the perimeter of a collocation space. However, the  
14 Commission's decision provides for the parties to negotiate a different demarcation  
15 point where warranted.

16

17 **Q. Does BellSouth's position comply with the Commission's decision?**

18

19 A. No. The Commission's decision provides for negotiation of an alternative  
20 demarcation point. BellSouth, however, has interpreted the Commission's decision to  
21 mean that an alternative demarcation point may be "negotiated", but that the alternate  
22 site must be used for all collocations in all locations over the course of the next three  
23 years. A demarcation point different from the "negotiated" demarcation point could

1 be implemented, but it would be in BellSouth's sole discretion whether an alternative  
2 demarcation point would be considered and where it would be. This is entirely  
3 inconsistent with the spirit and the letter of the Commission's determination to allow  
4 for negotiation of different demarcation points. Moreover, since all potential  
5 BellSouth collocation sites are different, it is naïve to assume that a single  
6 demarcation point designation will work for all collocations at all sites over the  
7 course of a three-year agreement.

8

9 **Q. Does this mean that Sprint wants to negotiate a different demarcation point for**  
10 **every single collocation that it implements?**

11

12 A. No. Sprint supports the Commission's determination that the demarcation point  
13 should be at a BellSouth-designated location at the perimeter of Sprint's collocation  
14 space. However, there may be space constraints or central office configuration  
15 limitations that necessitate the selection of another site for the demarcation point. In  
16 those situations, the parties should negotiate in good faith to select that alternate site.

17

18 **Q. Why would BellSouth's "one solution fits all" approach be problematic?**

19

20 A. Each collocation site is unique. As a result, a demarcation point designation that  
21 works well at one location may not work at all at another. There is simply no clear-  
22 cut way to define these differences in the up-front negotiations process.

23

1 Sprint is simply requesting that the parties negotiate in good faith to select an  
2 alternate demarcation point should the physical characteristics of a particular site  
3 suggest that a different engineering design would be more appropriate.  
4

5 **Q. What action does Sprint request that the Commission take on this issue?**  
6

7 A. Sprint requests that the Commission order BellSouth to comply with its decision  
8 regarding demarcation points that was rendered in its Generic Collocation docket.  
9 Specifically, the Commission should order BellSouth to provide for negotiation of a  
10 demarcation point different from Sprint's collocation space up to and including the  
11 conventional distribution frame, as provided for in the following contract language:  
12

13 BellSouth will designate the point of demarcation at the perimeter of  
14 Sprint's collocation space. BellSouth will use best efforts to identify the  
15 closest demarcation point to Sprint's equipment that is available. Each  
16 party will be responsible for maintenance and operation of all  
17 equipment/facilities on its side of the demarcation point. Sprint or its  
18 agent must perform all required maintenance to equipment/facilities on its  
19 side of the demarcation point, and may self-provision cross-connects that  
20 may be required within the collocation space to activate service requests.  
21 At Sprint's expense, a Point of Termination (POT) bay, frame or digital  
22 cross-connect at the demarcation location designated by BellSouth, may  
23 serve as the demarcation point. If Sprint elects not to provide a POT

1 frame, BellSouth will agree to hand off the interconnection cables to  
2 Sprint at Sprint's equipment or at the designated demarcation point.  
3 When Sprint elects to install its own POT frame/cabinet, BellSouth must  
4 still provide and install the required DC power panel.  
5

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

9  
10 **Q. The Commission recently ruled on this issue in its Generic Collocation Docket**  
11 **No. 981834-TP and 990321-TP. What terms and conditions does Sprint expect**  
12 **to incorporate into its interconnection agreement with BellSouth on this topic?**

13  
14 **A.** Sprint will abide by the Commission's determinations with respect to the conversion  
15 of virtual collocation arrangements to cageless physical collocation arrangements.  
16 Since the parties have not yet had the chance to discuss conforming contract  
17 language, Sprint reserves the right to submit supplemental testimony on this issue if  
18 the parties are unable to agree on contract language that conforms to the  
19 Commission's Orders.

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



1 **Q. Please describe this issue regarding payment in advance for Make-Ready**  
2 **Work performed by BellSouth.**

3

4 A. Attachment 8 of the proposed interconnection agreement between Sprint and  
5 BellSouth sets forth the terms and conditions under which BellSouth will afford  
6 Sprint access to its poles, ducts, conduits and rights-of-way. The issue at hand is  
7 whether Sprint should be required to pay the entire cost of Make-Ready Work prior  
8 to BellSouth's satisfactory completion of such work.

9

10 **Q. WHAT IS "MAKE-READY WORK"?**

11

12 A. "Make-Ready Work" is defined in the draft interconnection Agreement between  
13 the parties as,

14 ...all work performed or to be performed to prepare BellSouth's  
15 Conduit Systems, Poles or Anchors and related Facilities for the  
16 requested Occupancy or attachment of Sprint's Facilities. Make-Ready  
17 Work includes, but is not limited to, clearing obstructions (e.g., by  
18 rodding Ducts to ensure clear passage), the rearrangement, transfer,  
19 replacement, and removal of existing Facilities on a Pole or in a  
20 Conduit System where such work is required solely to accommodate  
21 Sprint's Facilities and not to meet BellSouth's business needs or  
22 convenience...

23

1 **Q. What is Sprint's position on this issue?**

2

3 A. Sprint should pay for half of the charges for Make-Ready Work performed by  
4 BellSouth prior to the performance of any such work, and half of the charges upon  
5 satisfactory completion of the work.

6

7 **Q. What payment arrangement does BellSouth contend that Sprint is required to  
8 follow?**

9

10 A. BellSouth requires that one hundred percent (100%) of the charges be paid in  
11 advance of work performance. In addition, BellSouth will not schedule  
12 performance of the work until payment is received.

13

14 **Q. Why does Sprint advocate payment of half of the charges up front and half  
15 upon completion is appropriate?**

16

17 A. It is reasonable and customary in situations involving contracted work to provide a  
18 portion of payment in advance and the remainder of the payment upon satisfactory  
19 completion of the work. If Sprint is required to pay for all of the work in advance,  
20 Sprint will have no leverage with BellSouth to insure that the work being done is  
21 fully completed and is satisfactory. Indeed, BellSouth will already have been fully  
22 compensated and will have no financial incentive to complete the job in a timely  
23 and accurate fashion.

1

2 **Q. Are there other areas of BellSouth's business where partial up-front payments**  
3 **have been standard BellSouth practice?**

4

5 A. Yes. BellSouth's historical practice regarding the provisioning of collocation space  
6 provided for the requesting collocator to pay fifty percent (50%) of the estimated  
7 cost for space preparation up front with the remainder being paid by the collocator  
8 upon satisfactory completion of the work. Sprint understands that BellSouth is now  
9 moving further away from substantial up-front payments and is advocating monthly  
10 recurring charges to pay for collocation space preparation. Sprint believes there is  
11 no reason why BellSouth should not apply an "up-front/upon completion" payment  
12 methodology to the performance of Make-Ready Work in conjunction with its  
13 conduit systems, poles or anchors.

14

15 **Q. What is BellSouth's rationale for requiring payments up front?**

16

17 A. To the best of Sprint's knowledge, BellSouth requires this payment method  
18 because this is the way they have traditionally handled such payments and it is  
19 what BellSouth has required other requesting carriers to do.

20

21 **Q. What is the practical impact of BellSouth's policy on requesting carriers?**

22

1 A. ALECs such as Sprint seeking to utilize BellSouth's conduit systems, poles and  
2 anchors in their infrastructure deployment efforts will have to accept the work  
3 completed by BellSouth without financial recourse. If such work is unsatisfactory,  
4 personal appeals to BellSouth management will be the only available course of  
5 action to remedy the situation. Such escalations require a lot of time and effort on  
6 the part of both BellSouth and the ALEC. In contrast, receipt by BellSouth of final  
7 payment upon work completion provides an effective incentive for timely and  
8 satisfactory completion of such work.

9  
10 **Q. What action is Sprint requesting that the Commission take on this issue?**

11

12 A. The Commission should order BellSouth to provide for payment by Sprint of fifty  
13 percent (50%) of Make-Ready Work charges in advance and payment of fifty  
14 percent of such charges upon satisfactory completion of such work. Specifically,  
15 Sprint requests that the Commission adopt Sprint's proposed language as follows:

16

17 Fifty percent (50%) of all charges for Make-Ready Work  
18 performed by BellSouth are payable in advance, with the amount of any  
19 such advance payment to be due within sixty (60) calendar days after  
20 receipt of an invoice from BellSouth. BellSouth will begin Make-Ready  
21 Work required to accommodate Sprint after receipt of Sprint's initial  
22 make-ready payment. Sprint will pay the remaining fifty percent (50%) of  
23 charges for Make-Ready Work upon completion of Make-Ready Work.

1

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

5

6 **Q. What is Sprint's position on this issue?**

7

8 A. Upon denial of a Sprint request for physical collocation, BellSouth should provide  
9 justification for the reserved space based on a demand and facility forecast which  
10 includes, but is not limited to, three to five years of historical data and forecasted  
11 growth, in twelve month increments, by functional type of equipment (e.g., switching,  
12 transmission, power, etc.). BellSouth should provide this justification to Sprint in  
13 conjunction with its denial of Sprint's request for physical collocation. Such  
14 information would be subject to appropriate proprietary protections.

15

16 **Q. What justification for its reserved space is BellSouth proposing to provide?**

17

18 A. BellSouth does not offer to provide any justification for its reserved space to Sprint.  
19 Rather, BellSouth proposes only to provide justification for the reserved space to the  
20 Commission based on whatever the Commission currently requires.

21

1 **Q. What is Sprint's understanding of what the Commission currently requires**  
2 **BellSouth to provide in conjunction with a denial of physical collocation space to**  
3 **an ALEC?**

4  
5 A. In the Commission's Proposed Agency Action (PAA) issued in conjunction with the  
6 consolidated Dockets 981834-TP and 990321-TP, the Commission required that the  
7 ILEC provide both the Commission and the requesting carrier with detailed floor  
8 plans or diagrams of the premises where space was denied.

9  
10 **Q. Does a detailed floor plan or diagram of the premises provide sufficient**  
11 **information for Sprint to evaluate BellSouth's claim of space exhaustion?**

12  
13 A. No. The floor plan or diagram provides only a visual representation of the contents of  
14 the premises in question. It provides no basis to assess the reasonableness of  
15 BellSouth's space reservation designations. The only way to conduct such an  
16 evaluation is to review demand and facility forecasts, as described above, to  
17 extrapolate such forecasts to future years, and translate such calculations to the space  
18 and the square footage that BellSouth claims it will need to accommodate its future  
19 requirements. With such tools, Sprint can conduct a meaningful walk-through of the  
20 premises in question and prepare a fact-based assessment of BellSouth's space  
21 exhaustion claim.

22

1 **Q. Do the Commission's current guidelines require that demand and facility**  
2 **forecasts be provided to the Commission in conjunction with the Petition for**  
3 **Waiver?**

4  
5 A. No. The Commission's PAA requirement includes the submission of information  
6 regarding the premises, its floor plan, and space reserved for future use (including the  
7 intended purpose of the area and forecasted year of use), but there is no requirement  
8 for the submission of demand and facility forecasts based upon historical data as is  
9 being requested by Sprint. Without such forecasts, there is no basis for determining  
10 whether the space that is simply designated on premises floor plans as "reserved for  
11 future use" is sized in accord with historical demands for space in that particular  
12 premises.

13  
14 **Q. What action does Sprint request that the Commission take on this issue?**

15  
16 A. Sprint requests that the Commission adopt Sprint's proposed language for  
17 justification of reserved space as follows:

18  
19           Upon denial of a Sprint request for physical collocation, BellSouth  
20 shall provide justification for the reserved space to Sprint based on a  
21 demand and facility forecast which includes, but is not limited to, three to  
22 five years of historical data and forecasted growth, in twelve month  
23 increments, by functional type of equipment (e.g., switching, transmission,

1 power, etc.). In estimating the space requirement for growth, BellSouth  
2 shall use the most recent access line growth rate and use the space  
3 requirement data applicable to any planned changes that reflect forward  
4 looking technology as it relates to switching, power, MDF and DCS.  
5 BellSouth shall not reserve active space that is supported by existing  
6 telecommunications infrastructure without growth forecasts to support  
7 such reservation. BellSouth shall disclose to Sprint the space it reserves  
8 for its own future growth and for its interLATA, advanced services, and  
9 other affiliates upon request and in conjunction with a denial of Sprint's  
10 request for physical collocation, subject to appropriate proprietary  
11 protections.

12

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

15

16 **Q. What is Sprint's position on this issue?**

17

18 A. Any obsolete unused equipment that is removed from a BellSouth premise should be  
19 removed at BellSouth's cost.

20

21 **Q. What does BellSouth propose with respect to payment for the removal of**  
22 **obsolete unused equipment from its premise?**

23



1 A. BellSouth proposes to assume the cost of removal of obsolete unused equipment from  
2 its premises but only on the “scheduled date” for such removal. BellSouth agrees that  
3 it will remove obsolete unused equipment from its premises upon request from Sprint,  
4 but if such removal is prior to what BellSouth’s schedule calls for, Sprint must pay  
5 for a share of the equipment removal costs proportionate to Sprint’s share of the space  
6 that is made available by the removal of equipment.

7

8 **Q. Has the FCC provided guidance on the removal of obsolete unused equipment**  
9 **from ILEC premises?**

10

11 A. Yes. In the FCC’s Collocation Order, paragraph 60, *CC Docket No. 98-147, First*  
12 *Report and Order and Further Notice of Proposed Rulemaking FCC 99-48*, the FCC  
13 states:

14 Finally, we conclude that in order to increase the amount of space  
15 available for collocation, incumbent LECs must remove obsolete unused  
16 equipment from their premises upon reasonable request by a competitor or  
17 upon order of the state commission. There is no legitimate reason for an  
18 incumbent LEC to utilize space for obsolete or retired equipment that the  
19 incumbent LEC is no longer using when such space could be used by  
20 competitors for collocation. The record reflects that some incumbent  
21 LECs already remove obsolete equipment to increase collocation space.

22

1 **Q. Does the FCC provide for ALECs to assist in funding the removal of obsolete**  
2 **unused equipment based on the ILEC's schedule for removal?**

3

4 A. No, it does not. Accordingly, it is inappropriate for BellSouth to seek to extract fees  
5 for the removal of its own equipment from ALECs in order to free up space for  
6 collocation.

7

8 **Q. Are there other reasons why BellSouth's cost assessment proposal is**  
9 **problematic?**

10

11 A. Yes. First, BellSouth's proposal to charge ALECs for expedited removal costs is  
12 unworkable in situations where the Commission requests BellSouth to remove  
13 obsolete unused equipment in order to free up space. Clearly, BellSouth would not  
14 charge the Commission if it ordered BellSouth to remove obsolete equipment.

15

16 Secondly, such charges would be unilaterally imposed and controlled by BellSouth  
17 since BellSouth sets the equipment removal schedule. ALECs don't know nor should  
18 they have cause to care about what BellSouth's schedule is to remove obsolete  
19 unused equipment. Such an arbitrary designation would serve only to generate  
20 additional disputes regarding the appropriateness of both the timing of BellSouth's  
21 equipment removal and the equipment removal costs levied on ALECs.

22

1 As the FCC pointed out in its discussion on obsolete unused equipment, many ILECs  
2 are already removing such equipment without being asked. Certainly these ILECs are  
3 not looking to recover the costs of such removal from individual ALECs based,  
4 perhaps, on the timing of receipt of a collocation request and how that coincides with  
5 the ILEC's equipment removal schedule.

6

7 There simply is no reasonable basis for BellSouth's proposed "expedite charge"  
8 assessment. BellSouth should assume the cost of removing obsolete unused  
9 equipment from its premises regardless of the equipment removal schedule that it  
10 establishes.

11

12 **Q. What action does Sprint request that the Commission take on this issue?**

13

14 A. Sprint requests that the Commission adopt its proposed language for inclusion in the  
15 parties' interconnection agreement as follows:

16

17 In order to increase the amount of space available for collocation,  
18 BellSouth will remove obsolete unused equipment, at its cost, from its  
19 Premises to meet a request for collocation from Sprint.

20

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

1

2 **Q. What is Sprint's position on this issue?**

3

4 A. Upon denial of a Sprint request for physical collocation, and prior to the premises  
5 walk-through to evaluate BellSouth's "no space" designation, BellSouth should be  
6 required to provide full-sized (e.g. 24 inch X 36 inch) engineering floor plans and  
7 engineering forecasts for the premises in question.

8

9 **Q. What is BellSouth's position regarding the provision of full-sized engineering**  
10 **floor plans?**

11

12 A. BellSouth's position is that it will provide to Sprint whatever it has been required to  
13 provide to the Commission. BellSouth states that it has been asked by the  
14 Commission to provide 8 ½ x 11 inch floor plans and therefore will not provide  
15 Sprint with full-sized (e.g., 24 inch X 36 inch) floor plans.

16

17 **Q. Why is the provision of floor plans a significant issue to Sprint?**

18

19 A. ILECs must allow ALECs a meaningful opportunity to thoroughly review the  
20 information that is critical to the "no space" determination. This includes the  
21 provision of floor plans to the ALEC at least forty-eight hours prior to the tour. This  
22 time enables the ALEC to familiarize itself with the layout and equipment placement  
23 within the premises and to prepare any questions it may have regarding space

1 utilization. Having the floor plan in its possession in advance of the tour also allows  
2 the ALEC to prepare floor space calculations as part of its evaluation of whether or  
3 not there is space available for collocation. Furthermore, Sprint is unaware of any  
4 Commission Rule that less-than full-sized floor plans are to be provided.

5

6 **Q. Why is it important to Sprint to receive the larger-sized floor plans?**

7

8 A. Because of the intricate detail included in these floor plans, the availability of  
9 smaller-sized, nearly impossible to read floor plans is of little practical value to Sprint  
10 personnel. The information documented on the floor plan is critical to Sprint's  
11 ability to conduct a meaningful analysis of the premises in question and as such, only  
12 plans that are large enough to read fulfill this requirement. Sprint notes that it has  
13 agreed to review such plans subject to appropriate confidentiality agreements and to  
14 pay BellSouth for the full-sized plans. Accordingly, Sprint knows of no legitimate  
15 reason for BellSouth to refuse to provide the full-sized plans.

16

17 **Q. What is BellSouth's position regarding the provision of engineering forecasts**  
18 **prior to Sprint's tour of a premise where it has been denied space?**

19

20 A. As stated in the discussion regarding Issue 32, BellSouth refuses to provide  
21 engineering forecasts to Sprint. BellSouth's position is that it will provide only what  
22 the Commission has required it to provide in conjunction with its Petition for Waiver.  
23 Since the question of the provision of engineering forecasts was discussed at length as

1 part of Issue 32, Sprint refers the Commission to that testimony for further  
2 information regarding the parties, respective positions.

3

4 **Q. What action does Sprint request that the Commission take on this issue?**

5

6 A. Sprint requests that the Commission adopt Sprint’s proposed language, as follows:

7

8 Prior to the tour, BellSouth shall provide Sprint with full-sized,  
9 detailed engineering floor plans and engineering forecasts for the premise  
10 in question.

11

12 **Issue 35: What rates(s) should BellSouth be allowed to charge for collocation space**  
13 **preparation?**

14

15 **Q. What is Sprint’s position on this issue?**

16

17 A. BellSouth has recently proposed “standardized” rates for collocation space  
18 preparation. Sprint is willing to accept these rates for the parties’ “renewal”  
19 interconnection agreement, subject to true-up based upon a Commission cost docket  
20 review. In the alternative, the provision in the parties’ current interconnection  
21 agreement for space preparation fees to be charged on an Individual Case Basis (ICB)  
22 should be adopted.

23

1 **Q. What does Sprint understand BellSouth's position to be on this issue?**

2

3 A. BellSouth's position is that the new standardized space preparation rates will be  
4 available to Sprint but will not be subject to true-up. BellSouth has stated that these  
5 rates have already undergone Commission review because they were filed in  
6 conjunction with BellSouth's collocation tariff in Florida and are currently in effect in  
7 connection with that tariff.

8

9 **Q. Does Sprint believe that rates filed in conjunction with BellSouth's Florida**  
10 **collocation tariff are relevant to the parties' consideration of rates for their**  
11 **renewal interconnection agreement?**

12 A. No. Sprint does not intend to buy physical collocation from BellSouth's tariff.  
13 Rather, the rates, terms and conditions in the parties' interconnection agreement will  
14 apply. Accordingly, tariffed collocation rates are not relevant to the parties'  
15 interconnection agreement.

16

17 **Q. BellSouth claims that rates for power are part of its space preparation rates and**  
18 **therefore the new rates for power that BellSouth has proposed must also be**  
19 **accepted in order to take advantage of the standardized space preparation rates.**  
20 **Does Sprint agree?**

21

22 A. Sprint is willing to accept the BellSouth proposed rates for A.C. power, subject to  
23 true-up, since there are no Commission approved rates in the parties' current

1 interconnect agreement. However, for D.C. power, Sprint and BellSouth have  
2 Commission-approved rates for power in the current interconnection agreement.  
3 These rates should be carried forward to the parties' renewal interconnection  
4 agreement.

5

6 **Q. What action does Sprint request that the Commission take on this issue?**

7

8 A. Sprint proposes that the Commission order BellSouth to provide the standardized  
9 space preparation rates and the rates for A.C. power that they have proposed to Sprint  
10 subject to true-up. The Commission should further order that the rates for D.C.  
11 power in the parties' current interconnection agreement be carried forward to the  
12 renewal agreement. In the alternative, the provision in the parties' current  
13 interconnection agreement for space preparation fees to be charged on an Individual  
14 Case Basis (ICB) should be adopted.

15 **Q. Does this conclude your Direct Testimony?**

16

17 A. Yes, it does.