

ORIGINAL

LAW OFFICES
Messer, Caparello & Self
A Professional Association

Post Office Box 1876
Tallahassee, Florida 32302-1876
Internet: www.lawfla.com

September 9, 2003

BY HAND DELIVERY

Ms. Blanca Bayó, Director
Division of Records and Reporting
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket Nos. 981834-TP and 990321-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of AT&T Communications of the Southern States, LLC are an original and fifteen copies of AT&T's Posthearing Brief in the above referenced docket. Also enclosed is a 3 1/2" diskette with the document on it in WordPerfect 9.0 format.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely yours,

Floyd R. Self

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

FRS/amb
Enclosure
cc: Parties of Record

AUS _____
CAF _____
CMP _____
COM 5
CTR _____
ECR _____
GCL _____
OPC _____
MMS _____
SEC 1
OTH _____

RECEIVED FPSC
03 SEP -9 PM 4:28
COMMISSION
CLERK

DOCUMENT NUMBER-DATE
08522 SEP-98
FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Competitive Carriers)
for Commission action to support local)
competition in BellSouth)
Telecommunications, Inc.'s service)
territory)
_____)

Docket No. 981834-TP

In re: Petition of ACI Corp. d/b/a)
Accelerated Connections, Inc. for generic)
investigation to ensure that BellSouth)
Telecommunications, Inc., Sprint-Florida,)
Incorporated, and GTE Florida Incorporated)
comply with obligation to provide alternative)
local exchange carriers with flexible, timely,)
and cost-efficient physical collocation.)
_____)

Docket No. 990321-TP

Filed: September 9, 2003

**AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC'S
POSTHEARING BRIEF**

AT&T Communications of the Southern States, LLC ("AT&T"), through undersigned counsel, submits this joint posthearing brief.

BASIC POSITION

Collocation of CLEC facilities in ILEC central offices is an essential prerequisite to facilities-based entry into the local market. It is absolutely critical that collocation be provided on a timely, efficient and economic basis. The Commission should adopt the practices, terms, and conditions that best promote competition as are described further below. Regarding the most contentious issues, 1A, 6A, 6B, and 6C, the Commission should be guided by a single principle — the CLECs should pay only for what they use, when they use it or receive it, and no more. Fundamental fairness and the governing legal standards dictate application of this principle. As for the remaining issues for

this phase, there was a high degree of consensus at the hearing regarding the resolution of the remaining issues, which the commission should now accept.

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

AT&T SUMMARY: **The Application fee should be billed within 30 days of acceptance of space availability; the NRCs for processing the firm order for collocation preparation should be billed within 30 days of the Firm Order, and the other NRCs should be billed within 30 days of acceptance.**

ANALYSIS AND ARGUMENT:

Mr King testified that there are basically three different categories of charges associated with collocation. His recommendations for these three groups were as follows:

- (1) Within a 30-day billing cycle of the date which the ILEC notifies the ALEC of space availability. Space availability notification occurs within 20 days of the date which the ALEC submits the collocation application.
- (2) The non-recurring charge for processing the firm order for collocation space preparation is billed within a 30-day billing cycle of the date which the ILEC confirms the ALEC's Firm Order for collocation.
- (3) The non-recurring charges for Other (e.g., Cable Installation, Cross-Connects, etc) are billed within a 30-day billing cycle of the date that the ALEC has accepted the requested collocation UNE (i.e., the date the ALEC has tested and interconnected its facilities to the ILEC).

Direct Testimony; Tr. 623.

On cross-examination, the ILEC witnesses generally agreed with the schedule set forth in Mr. King's testimony for the three categories of charges he identified. Tr. 100-103. The only substantive

objection by Sprint and Verizon was that the nonrecurring charges associated with the construction charges (Category 2, under Mr. King's analysis) should be split on a 50/50 basis. Tr. 312, 353-354, 357-359, 388-389, 492-493. On cross-examination, the witnesses admitted that there was no basis for the 50/50 split. Tr. 388-389. In that regard, Mr. Watkins testified that the purpose of requiring 50 percent of the cost of preparing collocation space up front was the fear that the CLEC would go bankrupt or abandon the project without paying, a circumstance that he had no evidence of having ever occurred. Tr. 358-360.

On further examination, the ILEC witnesses testified that their objection to Mr. King's proposal on the Category 2 charges was predicated on the fact that the ILECs are required to pay the cost of the collocation space construction since they each perform all of the associated construction work. Tr. 301-302, 354, 357. BellSouth does not have this concern since it allows certified vendors, which can include CLECs so certified by BellSouth, to perform this work on their own behalf or at their own direct expense. Tr. 94-95, 301. Mr. Watkins knew of no reason why a CLEC could not hire the certified vendor to perform the work at its direct expense. Tr. 519. In such a circumstance, invoices for the work would be billed directly to the CLEC, resulting in no charges to the ILEC, a model successfully implemented by BellSouth. Tr. 698-701.

The obvious solution for this "problem" is to allow the CLECs to use certified vendors, which may include CLECs so certified by the ILEC, to perform this work. This gets the ILECs out of the construction and financing business and enables the CLECs to pay for their own construction on whatever basis works for them subject to the acceptable duty to use certified vendors who will perform the construction pursuant to applicable standards.

The non-recurring charges for cable installation and cross-connects should likewise be billed at the time the services are provided. Cable installation and installation of cross-connects are capable of being performed by the CLEC, and are performed by the CLEC under the BellSouth model. Tr. 102-103. The only exception may be the limited installation charge for riser cable and entrance cable when the CLEC opts to have the ILEC perform that function. Tr. 95, 103.

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

AT&T SUMMARY: **Yes. If a CLEC has collocation space from an ILEC, and its requirements for collocation have changed, the CLEC should be allowed to transfer this space to another CLEC. The new CLEC should submit an application for a collocation records change.**

ANALYSIS AND ARGUMENT:

Through cross-examination at the hearing, there emerged a general consensus that transfers of collocation space can actually benefit the ILECs, and that transfers should be allowed under reasonable conditions. Tr. 111, 315-319, 491-494, 496, 638-639. As the record indicates, circumstances or other conditions may have changed for a CLEC that would merit it turning over all or most of its space to another CLEC. King direct at 7-8, 623-624. In such situations, such transfers should be allowed, subject to certain conditions being met. Tr. 95, 315-319, 501-503, 636-638.

The primary issue for the ILECs in these situations is to ensure that their record keeping is up to date so that they know who is responsible for the space and who should be billed. Tr. 103-104, 637-638. However, in facilitating transfers, it is important that the application fees required by the

ILEC for such transfers address their actual costs. In this regard, the ILECs generally agreed that since the space was built out and in most situations the space and equipment were being transferred to the new CLEC, that the application fee or transfer fee would not equate to a total and complete new application fee. Tr. 104-105, 315-320, 636-638.

Some of the ILECs initially raised objections to transfers on the theory that the CLECs may be attempting to circumvent the space exhaust rules or to engage in collocation space speculation. In the space exhaust context, the ILECs acknowledged that if a transfer of all or substantially all equipment was occurring, that the CLECs involved in the transfer would be transferring space for valid business purposes. Tr. 96-98, 493-494, 638. Indeed, transfers between CLECs can actually be a good thing since they have the potential to make a more efficient use of the collocation space. Tr. 98. As for the potential collocation space speculation issue, on cross-examination, the ILEC witnesses confirmed that they had no evidence of such speculation. Further they acknowledged that speculation would not be occurring unless the CLEC had excess space, or where all or most of the equipment was being transfer, or when the central office was not in an exhaust situation. Tr. 313-314

Based upon this consensus, the record supports allowing a CLEC to transfer collocation space to another CLEC under the following conditions: (1) the central office is not at or near space exhaustion; (2) the transfer of space is contingent upon the ILEC's approval, whose permission will not be unreasonably withheld; (3) there are no unpaid collocation balances between the ILEC and the transferring CLEC; and (4) the transfer of the collocation space is in conjunction with the sale of the in-place collocation equipment to the same CLEC.

The responsibilities of the transferring CLEC shall include submitting a letter of authorization to the ILEC for the transfer, entering into a transfer agreement with the ILEC and the acquiring CLEC, and returning all access devices to the ILEC. The responsibilities of the acquiring CLEC shall include submitting an application to the ILEC for the transfer of the collocation arrangement, satisfying all legal requirements of its interconnection agreement with the ILEC, submitting a letter to the ILEC for the assumption of services, and entering into a transfer agreement with the ILEC and the transferring CLEC. The ILEC is responsible for ensuring that the above responsibilities are completely satisfied and the transfer of space is done as quickly as possible.

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

AT&T SUMMARY: **Yes. Copper technology, including copper entrance facilities, is still an integral part of the telecommunications industry. The ILECs still use copper technology within their networks to provide both basic and advanced services such as the ongoing deployment of DSL technology. A CLEC should be allowed the same opportunity. **

ANALYSIS AND ARGUMENT:

All of the witnesses at the hearing agreed that copper facilities are still an important component of a carrier's network and services. The ILEC witnesses also generally agreed that their concern with making such facilities available to CLECs was really driven more by their concern that such cabling would accelerate the exhaust rate of entrance facilities at the central office (Tr. 155-156), that there was very limited space for entrance facilities that may be subject to other central office needs, (Tr. 302), or safety issues related to the conductive nature of copper. Tr. 321, 575. It

was admitted that with proper installation, the safety issue could be minimized. Tr. 521-523, 644. Testimony from the ILEC representative indicates the necessity of copper cabling for services such as DSL (Tr. 161-162). On further cross-examination, the witnesses agreed that if the availability of such entrance facilities was subject to the same type of rules as the space with the central office, that such rules would likely address the ILEC concerns. Tr. 644-646.

The effect of limiting copper installation at the central office would be to require collocation at the remote terminal. The only way for a CLEC offering DSL to serve customers is to collocate at the remote terminal (Tr. 208-210), or to have copper cable available at the central office. Tr. 522. Given the absence of remote terminal collocation, the failure to obtain copper entrance facilities is a serious bar to competition. Tr. 304-306.

The FCC has made clear in its rules that such facilities should be made available when ordered by the state commission. 47 C.F.R. § 51.323(d)(3). The purpose of this proceeding is for this Commission to order that such facilities should be made available. AT&T believes that if the Commission requires such entrance facilities be made available to the CLECs on the same rules as govern space availability within a central office, that this should be sufficient to address the needs of the CLEC providers.

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

AT&T SUMMARY: **Power should be offered in one (1) amp increments, with fuse size increments of 5, 10, 15, 20, 25, 30, 40, 50, 60, 70, 80, 90, 100, 120, 150, 180, 200, 225 amps, and above as available. Upon request, fuse sizes of 70 amps or greater should be provisioned from the ILEC power distribution board.**

ANALYSIS AND ARGUMENT:

The parties were in general agreement that the ILECs can provision DC power in standard fusing increments in accordance with the commercially available products used for such equipment as battery distribution fuse boards (BDFB) and direct feeds from the main power board. Tr. 146, 156-157, 354, 494, 585, 624. CLECs may request DC power from the ILEC's main power board to a CLEC BDFB in its collocation area, from the ILEC BDFB to the CLEC collocation area, or from the ILEC BDFB to the CLEC's BDFB in its collocation area. Tr. 130-134, 587, 607-608. The appropriate increments for DC power ampere charges are addressed within Issues 6A and 6B.

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

AT&T SUMMARY: **The ILEC's "per ampere" power rate should be based on the CLEC's per DC amp usage.**

ANALYSIS AND ARGUMENT:

DC power charges to CLECs have a significant impact on a CLEC's costs. In resolving this issue, the Commission must be guided by the principle that the CLECs should pay only what they use and no more. TR 593. If the CLECs are not charged on an amps used basis, then the CLECs will be required to pay substantially in excess of the costs they actually incur, and the ILECs will be grossly overcompensated for the power they provide for CLEC collocation.

There was an extensive discussion on the record regarding the fact that there can be a very large difference between the fused capacity serving a CLEC's collocation space and the actual usage that the CLEC's equipment draws over those fuses. As was demonstrated through Exhibit 18, in a situation where the CLEC's equipment is using 4 amps, it would be fused and billed for 15 amps,

while BellSouth's cost recovery would assume 10 amps of usage. Tr. 248. Applying BellSouth's rate of \$7.80 per amp, the CLEC would be billed \$77.80 for power costing the ILEC \$31.20, an overcharge of \$46.60. In situations where the CLEC has its own BDFB, the CLEC would be using 4 amps, which would be fused at 225 amps, and billed at 150 amps on a usage basis. Tr. 248-249. Thus, the CLEC's 4 amps would be billed by the ILEC at \$1,138.80, or more than 37 times the actual cost to the ILEC of \$31.20. Tr. 246-250, 312, Exhibit 18. Exhibit 14 only further demonstrates this large overpayment. Tr. 172, 213.

The variance in fused amps and actual usage lies in the need to comply with electrical codes and equipment standards. As all the parties agreed, the List 1 Drain for equipment is the manufacturer's maximum steady state drain for the equipment under normal power plant operating conditions. Tr. 221, 587. The ILEC collocation application process requires CLECs to provide the ILEC with the List 1 Drain for all the anticipated equipment to be collocated. Tr. 587. The List 2 Drain is specified by the manufacturer as the peak drain, or the maximum amount of power the equipment will consume when the power plant is in distress and nearing failure. Tr. 217-218, 605. As Mr. Milner acknowledged, rarely is the power plant in distress. Tr. 219.

BellSouth charges CLECs on the basis of the List 2 Drain times 1.5 times .6667, which is effectively the List 2 Drain. Tr. 237. Notwithstanding this billing methodology, as was reflected in the discovery responses, the hypothetical examples, and the testimony of the parties, the CLEC's equipment does not usually use the full List 1 Drain let alone the List 2 Drain. Tr. 629. This disparity is even more pronounced when a CLEC, like AT&T, takes power directly from the power board to its own BDFB which is fused at 225 amps irrespective of the actual drain. Tr. 229.

In contrast to how the CLECs are required to pay for DC power, the ILECs only pay for actual power consumption. As Mr. Milner admitted on cross-examination, BellSouth does not pay for fused amps that are not used just as a residence does not pay for fused amps. Tr. 186-190. Moreover, the per amp rate that BellSouth charges the CLECs does recover all of BellSouth's costs. Tr. 250. Thus, a CLEC that pays BellSouth on the basis of fused amps can only amount to an over-recovery. Tr. 250.

As the discussion on the record regarding the appropriate basis for DC power charges progressed, several of the Commissioners raised questions regarding how the plant investment would be paid for if the CLECs were charged only on the basis of actual usage. In addressing this concern, it must first be said that the evidence of record convincingly demonstrates that the power charges must be billed only on a per amp used basis. There is no disputing the fact that billing on the basis of fused amps has and will continue to lead to large over recovery of power charges.

Second, once it has been determined that usage is the basis for the power charges, how such usage is billed becomes the driver for the cost phase hearings scheduled for later this year. Questions regarding how to ensure that plant is built and available when necessary should not deflect the Commission from ensuring that CLECs pay only for what they use. In this regard, the concerns that were expressed about usage billing were really costing and rate design issues that do not impact the appropriateness of setting the policy here for billing on the basis of amps used.

In separating the policy issue in this phase from the cost recovery issue in the next phase, the Commission must distinguish how a DC power plant is engineered from cost recovery and pricing issues. As Mr. King testified, as a general matter a 10,000 amp plant is engineered to serve 36,000 fused amps. This means that this plant can serve 24,000 amps of List 2 drain and 18,000 amps of

List 1 drain. However, the actual usage on this plant is generally going to be somewhere in the range of 6,000 to 9,000 amps. Tr. 658-659. Also from an engineering standpoint, the engineers for this power plant will generally begin to look for an upgrade when overall actual usage is around 80%. This means that based upon this example, that the 8000 used amps will pay for the 10,000 amp plant.

A power plant engineer considers the totality of all equipment, ILEC and CLEC, on the basis of fused amps, List 2 Drain, List 1 Drain, and the actual, anticipated usage of the equipment. Does this mean that what the CLECs request is irrelevant? No. Does this mean that the fusing, cabling, Load 2 drain, and Load 1 drain, are irrelevant? No. The engineers will ensure that as the requested available amps and the actual used amps increase over time, the engineers will plan and implement the capacity to handle the requested amps and the actual usage. Indeed, as Mr. Milner admitted, the power requested by a CLEC, and the associated batteries and rectifiers, does not mean that the power is dedicated to an individual user. Tr. 198. Thus, the decision as to how to price the power actually used needs to be divorced from how the engineers design and maintain the plant to meet actual demands over time.

The Sprint and Verizon positions on this issue appear to be in support of the general concept of billing for DC power on the basis of actual usage as distinguished from a fused basis. Tr. 312, 337, 354-355, 468-469; Prehearing Order, at 25. However, the approach these two ILECs follow in their billing practices do not necessarily clearly establish that billing is to be done on a per amps used basis. Given the potential ambiguity or inconsistency in the language these two ILECs use, the Commission should establish a clear policy in billing for amps used, and distinguish this billing

policy from the actual paperwork requirements, projected demands, and engineering requirements for each collocation arrangement.

There have already been at least three states that have ordered billing on a per amps used basis, including Georgia, Tennessee, and Illinois. TR 239, 611-612. In the final analysis, in setting the policy for cost recovery in this phase of the docket, the only approach that is fair, reasonable, and in compliance with the law is to bill for DC power on the basis of amps used.

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

AT&T SUMMARY: **Following cost-causation pricing principles, the charges should be applied on the basis of meters, if elected and paid for by the CLEC, or on the basis of an adjusted List 1 Drain surrogate that reflects the List 1 Drain adjusted downward in the range of appropriately 50-67% to prevent over recovery.**

ANALYSIS AND ARGUMENT:

Consistent with the principle that you should pay only for what you use, the only appropriate basis for billing for collocation power is on a per-amp-used basis and not on a fused capacity basis. As was demonstrated in the Analysis and Argument on Issue 6A, fused capacity is related to List 2 Drain, which grossly inflates the anticipated usage. The manufacturer's published List 1 Drain, that is associated with normal plant operating conditions results in a billing to the CLEC for collocation power that exceeds the cost of the power to the ILEC. Thus, by relying on a system other than actual usage, the ILEC is charging for (and deriving revenues and profit from) electricity that it is not being charged for. Tr. 186-189. Once the policy decision for amps used has been made, then billing units shall be determined on a metered, or measured basis.

The record demonstrates that in those situations where the CLEC determines it is not economically practical to provide metering equipment, then an adjusted List 1 Drain surrogate can be used. Under this policy, the charges for the AC electric from the utility should be calculated at the same cost-based rate paid by the ILEC, adjusted for the efficiency loss associated with the conversion to DC current. Charges for the DC plant investment should be calculated using a denominator that consistent with the amount of real usage necessary to recover the cost of the investment.

A. Metering Equipment

Mr. Milner, for BellSouth, admitted on cross-examination that metering for usage would ensure billing a CLEC only for the power that the CLEC was required to pay for. Tr. 188. Mr. Milner further testified that devices to meter were available, and that the decision to meter would be an issue between the ILEC and the CLECs, not an issue with the power company. Tr. 188. Indeed, Mr. Milner did not object to metering so long as the CLEC paid for the metering cost. Tr. 178-179. While the Sprint and Verizon witnesses did not initially recommend metering, on cross-examination the Sprint and Verizon witnesses acknowledged that metering would be a acceptable approach so long as their costs were properly recovered. Tr. 361, 415-416, 527-533.

To the extent the ILECs raised concerns or reservations about metering, such testimony generally focused on opposition to billing for actual usage as opposed to how to bill. When there was testimony on the billing approach, the ILEC testimony discussed the high cost of the equipment, the kind of metering equipment, or the cost and hassle of actually reading meters. However, a review of the record testimony on the issue reveals the opposition to billing actual usage to be nothing more than a red herring. None of the arguments undermine the basic CLEC principle

regarding metering and billing actual usage, i.e., if the CLEC determines that it is economically efficient for it to bear the cost of the metering, then the CLEC should be allowed to provide metered usage.

With respect to the actual metering equipment, there was competent testimony regarding existing meters as well as alternative meters. As Mr. King testified, BDFBs installed by a CLEC include their own metering equipment, so the cost of the meter is a part of the economic analysis as to whether the CLEC will bear the cost of its own BDFB. Tr. 609-611. Absent a CLEC BDFB, the CLEC can undertake its own economic analysis to determine whether it is appropriate for it to install and pay for the appropriate metering equipment. Tr. 259.

The cost of the metering equipment is what it is, whatever it is. The fact that an ILEC may think this is an unnecessary cost or an excessive cost is irrelevant. Tr. 610-611. The records is unrefuted that the options available to CLECs can include metering equipment built into a CLEC s BDFB, such as AT&T uses, or other types of continuous read meters or single read or clamp-on style meters. Tr. 610. Moreover, remote monitoring is available, and in a TELRIC environment remote monitoring is certainly the most efficient means of meter reading. Tr. 245, 441. But the bottom line for any type of metering equipment is the same if the CLEC elects to pay the cost of such a meter, then that is an economic decision for the CLEC. Period.

There was some discussion on the record regarding the differences between those meters that take a continuous and cumulative measure of the power consumed and those meters that take an instantaneous or snap-shot measure of the usage at the time of metering. The continuous and cumulative style of meters are much like household electric meters and they simply accumulate all

the usage over time. These meters are read on a periodic basis, and the prior reading is subtracted from the current reading to get the consumption since the last reading.

The instantaneous or snap-shot meters are usually a clamp on type device that take a one time measurement of the usage at that moment. Tr. 197-198. There was extensive testimony that power consumption is fairly constant by a CLEC's collocation facilities. Thus, absent the connection of additional equipment, a meter reading at any one moment in time is going to be fairly consistent with a reading at another moment in time.

The bottom line is that there were no objections to metering on technical grounds, only who bears the cost. As the CLEC testimony made clear, if the CLEC is willing to bear the cost of metering, then that is a business issue for the CLEC to decide. The ILECs cannot be put in the position of denying the opportunity for individual metering if the CLEC wants to pay for it.

B. The List 1 Drain Surrogate

Where a CLEC determines it is not economically appropriate to pay to meter, then the adjusted List 1 Drain surrogate will give an approximate measure of the CLEC's actual usage. Tr. 586-587. As Mr. King testified, the monthly recurring power charges should be based upon the List 1 drain requirements of the installed equipment. This is an appropriate measure since the List 1 drain represents the power requirements of the installed equipment under normal operating conditions. TR 611-612.

On cross-examination from the Staff, Mr. King testified that the cross-over point for a CLEC in whether to have a meter or not have a meter is going to be a case-by-case decision. Tr. 702-703. Indeed, Mr. King further testified that if the costs for power were developed correctly, that metering may not even be necessary. Tr. 704.

Given the way that Sprint and Verizon currently claim they bill only for actual usage, it would appear that these two ILECs billing amounts to a List 1 Drain Surrogate. As for BellSouth, with a Commission decision to bill for actual usage, in the absence of metering, BellSouth did not raise an objection to the List 1 Drain surrogate approach. In view of a decision to bill only on the basis of actual usage, and where there is no metering equipment, then the List 1 Drain surrogate is a reasonable, workable approach.

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

AT&T SUMMARY: **A CLEC should be billed when power is being used by the CLEC.

Once equipment is operational, the ILEC (or certified 3rd party representative) will perform a collocation site survey and record the metered power. Unless future augments site metering surveys could occur quarterly.**

ANALYSIS AND ARGUMENT

With the decision to bill for actual amps used in Issue 6A, it follows that the beginning date for billing is when the CLEC actually begins to use the space and consume power.

The ILECs have argued that the start of billing should be the acceptance date for the completed space unless an earlier activation date is requested. However, as Mr. Milner acknowledged, actual consumption may occur some time after the completion and acceptance date. Under any of these situations, the result would be the same the billing would not start until first usage.

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

AT&T SUMMARY: **Yes. A CLEC should have the option of an AC power feed to its collocation space for convenience outlets, powering of test equipment and for AC powered equipment including equipment that is capable of converting AC power to DC power for telecommunications equipment when such arrangements are permitted by the National Electric Code and appropriate local authorities.**

ANALYSIS AND ARGUMENT:

CLECs should have the option of having AC power feeds to their collocation spaces. AC power is needed by CLEC in their collocation spaces for purposes of installation and maintenance of collocated equipment. Tr. 588. AC power is also necessary to enable the use of AC powered equipment in collocation spaces. Tr. 588. In addition, it is technically feasible to install AC powered equipment in a collocation space that converts AC power to DC power for use in powering collocated telecommunications equipment. Tr. 254.

BellSouth, Verizon and Sprint all provide AC power to CLEC collocation spaces for installation, maintenance and testing. Tr. 141, 291, 468. BellSouth currently allows the placement of AC powered equipment in collocation spaces including equipment that converts AC power to DC power as long as such arrangements meet the requirements of the National Electrical code and are permitted by appropriate local authorities. Tr. 141, 254. Since technical feasibility of AC feeds, including those needed to supply AC powered equipment, is demonstrated by the fact that BellSouth is currently providing an AC power feed to a CLEC to enable the CLEC to utilize AC powered equipment that converts AC power to DC power in a BellSouth collocation arrangement, there is no technical or safety reason that prohibits any ILEC from providing similar AC power feeds to those

CLECs that desire to exercise that option. As long as such AC power feeds are consistent with the requirements of the National Electrical Code and are permitted by the appropriate local authorities, there is no reason that ILECs should not be required to offer the option of AC power feeds to a CLEC. Accordingly, the Commission should require BellSouth, Verizon and Sprint to offer CLECs the option of AC power feeds to their collocation spaces for installation, maintenance and testing, as well as for AC powered telecommunications equipment including equipment that is capable of converting AC power to DC power.

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

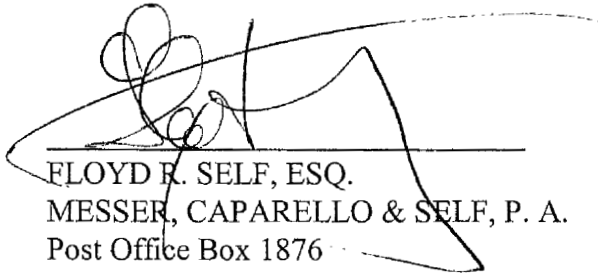
AT&T SUMMARY: **ILECs should have the same responsibilities for requests for collocation at a remote terminal as they have for central office collocation including notification to CLECs of remote terminal locations for which space is at exhaust. Notification to the CLECs should also include ILECs' plans to relieve exhaust conditions at remote terminals.**

ARGUMENT AND ANALYSIS:

ILECs should notify CLECs through website postings or carrier notification letters of those remote terminal locations that are at exhaust. Tr. 589. For those locations at exhaust, ILECs should notify CLECs of the ILEC's plans to relieve the exhaust. Tr. 589. While BellSouth, Verizon and Sprint each have more remote terminals than central offices; it is essential that CLECs have accurate information regarding the status of space availability for both central offices and remote terminals. Only the ILECs have the necessary information. More importantly, when space is at exhaust at a

remote terminal, the ILEC must notify CLECS of plans for expansion of space at the remote terminal. This information is essential for the promotion of facilities based competition.

DATED this 9th day of September, 2003.



FLOYD R. SELF, ESQ.
MESSER, CAPARELLO & SELF, P. A.
Post Office Box 1876
Tallahassee, FL 32302-1876
(850) 222-0720

and

TRACY W. HATCH, ESQ.
AT&T Communications of the Southern States, LLC
101 N. Monroe Street, Suite 701
Tallahassee, FL 32301

Attorneys for AT&T Communications of the Southern
States, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served on the following parties by Hand Delivery (*) and/or U. S. Mail this 9th day of September, 2003.

Beth Keating, Esq.*
Division of Legal Services, Room 370
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Virginia Tate, Esq.
AT&T
1200 Peachtree St., Suite 8068
Atlanta, GA 30309

Ms. Lisa Riley
AT&T
1200 Peachtree St., Suite 8068
Atlanta, GA 30309

Nancy B. White
c/o Nancy H. Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, FL 32301

Jeffrey Whalen, Esq.
John Fons, Esq.
Ausley Law Firm
P.O. Box 391
Tallahassee, FL 32302

Mr. Terry Monroe
Ms. Genevieve Morelli
CompTel
1900 M Street, NW, Suite 800
Washington, DC 20036

William H. Weber
Senior Counsel
Covad Communications Company
1230 Peachtree Street, NE, 19th Floor
Atlanta, GA 30309

Mr. Robert Waldschmidt
Howell & Fisher
Court Square Building
300 James Robertson Parkway
Nashville, TN 37201-1107

Michael A. Gross
Vice President, Regulatory Affairs
& Regulatory Counsel
Florida Cable Telecommunications Assoc., Inc.
246 E. 6th Avenue
Tallahassee, FL 32301

Vicki Kaufman, Esq.
Joe McGlothlin, Esq.
McWhirter, Reeves, McGlothlin,
Davidson, Rief & Bakas, P.A.
117 S. Gadsden Street
Tallahassee, FL 32301

Susan S. Masterton, Esq.
Charles J. Rehwinkel, Esq.
Sprint Communications Company Limited
Partnership
P.O. Box 2214
MC: FLTLHO0107
Tallahassee, FL 32316-2214

Matthew Feil, Esq.
Florida Digital Network, Inc.
390 North Orange Avenue, Suite 2000
Orlando, Florida 32801

Mr. David Tobin
Tobin & Reyes
7251 West Palmetto Park Road, #205
Boca Raton, FL 33433-3487

Richard D. Melson
Hopping Green Sams & Smith, P.A.
P.O. Box 6526
Tallahassee, FL 32314

Ms. Nanette S. Edwards
ITC^DeltaCom
4092 South Memorial Parkway
Huntsville, AL 35802-4343

Donna McNulty, Esq.
WorldCom
1203 Governors Square Blvd, Suite 201
Tallahassee, FL 32301-2960

Mr. John D. McLaughlin, Jr.
KMC Telecom, Inc.
1755 North Brown Road
Lawrenceville, GA 30043-8119

Ms. Deborah Eversole, General Counsel
Kentucky Public Service Commission
P.O. Box 615
Frankfort, KY 40602

Marilyn H. Ash
MGC Communications, Inc.
3301 North Buffalo Drive
Las Vegas, NV 89129

Mr. Don Sussman
Network Access Solutions Corporation
Three Dulles Tech Center
13650 Dulles Technology Drive
Herndon, VA 20171-4602

Kenneth A. Hoffman, Esq.
Rutledge Law Firm
P.O. Box 551
Tallahassee, FL 32302-0551

Rodney L. Joyce
Shook, Hardy & Bacon LLP
600 14th Street, NW, Suite 800
Washington, DC 20005-2004

Charles J. Rehwinkel
Sprint-Florida, Incorporated
MC FLTHO0107
P.O. Box 2214
Tallahassee, FL 32399-2214

Mark Buechele
Supra Telecom
1311 Executive Center Drive, Suite 200
Tallahassee, FL 32301

Andrew O. Isar
Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, WA 98335

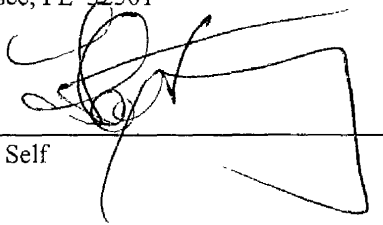
Carolyn Marek
Vice President of Regulatory Affairs
Southeast Region
Time Warner Communications
233 Bramerton Court
Franklin, TN 37069

Mr. David Christian
Verizon Florida, Inc.
106 East College Avenue, Suite 810
Tallahassee, FL 32301-7704

Kimberly Caswell
Verizon Select Services
P.O. Box 110 (FLTC0007)
Tampa, FL 33601-0110

Daniel McCuaig, Esq.
Wilmer Cutler & Pickering
2445 M Street, N.W.
Washington, DC 20037-1420

Tracy W. Hatch, Esq.
AT&T Communications of the Southern States, LLC
101 N. Monroe Street, Suite 701
Tallahassee, FL 32301



Floyd R. Self