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PUBLIC SERVICE  
COMMISSION

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

INVESTIGATION CONCERNING THE )  
PROPRIETARY OF INTERLATA SERVICES )  
BY BELLSOUTH TELECOMMUNICATIONS )  
INC., PURSUANT TO THE )  
TELECOMMUNICATIONS ACT OF 1996 )

CASE NO. 2001-105

PREFILED TESTIMONY

OF PHILLIP A. BOMER

ON BEHALF OF WORLDCOM, INC.

July 9, 2001

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COUNSEL FOR WORLDCOM, INC.

1 **Q. PLEASE STATE YOUR NAME.**

2 A. Phillip A. Bomer.

3 **Q. BY WHOM ARE YOU EMPLOYED?**

4 A. WorldCom, Inc ("WorldCom").

5 **Q. IN WHAT CAPACITY ARE YOU EMPLOYED BY WORLDCOM, AND**  
6 **WHAT IS YOUR BUSINESS ADDRESS?**

7  
8 A. I am employed as a Senior Staff Specialist II in WorldCom's Local Network  
9 Planning Group, specifically in the Collocation Facility Planning section. My  
10 work address is Six Concourse Parkway, Suite 800, Atlanta, GA 30328.

11 **Q. FOR HOW LONG HAS WORLDCOM EMPLOYED YOU?**

12 A. Since June 1997 I have been employed by WorldCom (including its predecessor,  
13 Metropolitan Fiber Systems, Inc.).

14 **Q. PLEASE STATE YOUR EDUCATIONAL AND PROFESSIONAL**  
15 **BACKGROUND.**

16  
17 A. As concerns collocation, since 1997 I have been responsible for managing  
18 collocation facilities (including space, power and connectivity) for WorldCom at  
19 various ILECs' central offices, including Southwestern Bell, Pacific Bell,  
20 Nevada Bell and select GTE areas. I am currently assigned to the BellSouth and  
21 Sprint accounts. I am responsible for the implementation of all augments and  
22 requests for new service with those ILECs, including the preparation and  
23 submission of all documents and payments. I am the single point of contact  
24 regarding collocation issues. In that capacity I have developed and tracked  
25 project timelines to assign responsibilities and insure departmental participation  
26 from inception through construction. I have provided cost estimates, timetables

1 on collocation builds, and capacity constraint reports. I also have researched  
2 tariff issues and have acted as an internal subject matter expert, providing  
3 consultation on central office space constraint issues, as well as collocation  
4 issues for the arbitration of carrier agreements. As part of my job  
5 responsibilities, I have familiarized myself with various regulations, statutes and  
6 orders that pertain to collocation. I have testified regarding collocation issues in  
7 North Carolina, Louisiana and Tennessee.

8  
9 Prior to joining WorldCom, I was employed by AT&T Local (formerly Teleport  
10 Communications Group ("TCG")). As an Applications Engineer I was  
11 responsible for the design and implementation of Private Line Networks and the  
12 integration of such into the company network. I served as an Inside Plant  
13 Technician, in which capacity I turned up all types of circuits for new service,  
14 handled trouble calls and performed maintenance on transmission equipment. I  
15 also worked as an Outside Plant Technician, installing, maintaining and splicing  
16 the fiber optic network, and as Outside Plant Supervisor, being responsible for  
17 the Illinois fiber network and the in-house and contractor crews that maintained  
18 it. In addition I was assigned to be a Technical Consultant to the sales team to  
19 help them better assess and provide for our customers needs. Before joining  
20 TCG I was the Installation Manager for Cable Communications Inc., an electrical  
21 and communications contracting firm. There I managed 52 crews for the  
22 communications arm of the company, including its CATV and MDU  
23 Construction departments. I held positions as Communications Technician,

1 Construction Supervisor and E.E.O. Officer. I have worked for several  
2 communications contracting companies over the years, including A.H.S.E.A.  
3 CATV, American Splicececo and T.M.R. Construction. I also have military  
4 experience with the United States Marine Corps, where I was a Motor Transport  
5 Operator/ Refueler and Tractor-Trailer LVS Instructor. I served in the Persian  
6 Gulf War, in both the Desert Shield and Desert Storm Operations.

7 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

8 A. The purpose of my testimony is to assist the Kentucky Public Service  
9 Commission ("Commission") in determining whether BellSouth  
10 Telecommunications, Inc. ("BellSouth") has met the requirements of 47 U.S.C. §  
11 271 (c) (2) (B) (i) ("Interconnection in accordance with the requirements of  
12 sections 251 (c) and 252 (d) (1) of this title"), commonly referred to as "checklist  
13 item (i)." The Commission has a consultative role with respect to BellSouth's  
14 application, as described in 47 U.S.C. § 271 (d) (2) (B).

15  
16 To explain further: The Telecommunications Act of 1996 ("Act") requires  
17 ILECs to provide interconnection at any technically feasible point within its  
18 network. 47 U.S.C. §251 (c) (2) (B). Section 251 (c) (2) (C) requires such  
19 interconnection to be at least equal in quality to that provided by the ILEC to  
20 itself or to any affiliate. Section 251 (c) (2) (D) requires that such  
21 interconnection be on rates, terms, and conditions that are just, reasonable, and  
22 nondiscriminatory, in accordance with the terms and conditions of the parties'  
23 interconnection agreement and the requirements of sections 251 and 252.

1 Section 251 (c) (6) confers on ILECs the duty to provide, on rates, terms, and  
2 conditions that are just, reasonable, and nondiscriminatory, for physical  
3 collocation of equipment necessary for interconnection or access to unbundled  
4 network elements (“UNEs”) at the premises of the local exchange carrier.

5  
6 With regard, then, to interconnection under the Act, I specifically address the  
7 collocation provided or offered by BellSouth.

8  
9 **Q HAS BELL SOUTH MET THE REQUIREMENTS OF THE ACT WITH**  
10 **REGARD TO COLLOCATION?**

11  
12 A. In my opinion, no, with respect to those issues as described below.

13  
14 **Q. IN GENERAL, WHY IS COLLOCATION IMPORTANT TO CLECS?**

15  
16 A. Collocation has long been a source of pitfalls and frustration for CLECs.

17 Moreover, collocation, given the growth of and demand for xDSL “broadband”  
18 services and the emphasis by the Federal Communications Commission (“FCC”)  
19 on collocation in In re Implementation of the Local Competition Provisions of  
20 the Telecommunications Act of 1996, Third Report and Order and Fourth Further  
21 Notice of Proposed Rulemaking, CC Docket No. 96-98 (released November 5,  
22 1999), is of key importance in the development of competition in local exchange  
23 service. Certainly state commissions have an important role in defining and  
24 resolving collocation issues, such as provisioning intervals, in the context of  
25 arbitration and generic proceedings. In re Deployment of Wireline Services  
26 Offering Advanced Telecommunications Capability, CC Docket No. 98-147,

1 First Report and Order ¶¶ 54-55 (released March 31, 1999) (“FCC Collocation  
2 Order”).

3  
4 Accordingly, the issues I discuss are of interest generally to CLECs. WorldCom,  
5 whose subsidiaries include MCImetro Access Transmission Services, LLC, is the  
6 largest CLEC using traditional circuit-switched telephony, and has considerable  
7 experience dealing with BellSouth on collocation matters. Whether a CLEC  
8 chooses to attempt to do business in Kentucky may depend on whether BellSouth  
9 provides just, reasonable and nondiscriminatory collocation there. “Just,  
10 reasonable and nondiscriminatory” collocation also is one of the tests for whether  
11 BellSouth has met checklist item one (i). Thus the Commission must determine  
12 whether BellSouth truly has met its burden of demonstrating that it is providing  
13 just, reasonable and nondiscriminatory collocation.

14  
15 **Q. ARE COLLOCATION INTERVALS, IN PARTICULAR, IMPORTANT,**  
16 **AND IF SO, WHY?**

17  
18 A. The issue of intervals in which collocation requests will be provisioned is an  
19 ultimate issue, in terms of importance, for CLECs. “(T)imely provisioning of  
20 collocation space is essential to telecommunications carriers’ ability to compete  
21 effectively in the markets for advanced services and other telecommunications  
22 services.” In the Matters of Deployment of Wireline Services Offering  
23 Advanced Telecommunications Capability and Implementation of the Local  
24 Competition Provisions of the Telecommunications Act of 1996, CC Dockets  
25 Nos. 98-147 and 96-98, FCC 00-297, Order on Reconsideration and Second

1 Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and Fifth  
2 Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (rel. August 10,  
3 2000) (“Order on Reconsideration”), at ¶ 17. See *id.* at ¶ 22 (timely provisioning  
4 is “critically important”).

5  
6 Firm *and* expeditious intervals within which BellSouth must provision caged,  
7 virtual and cageless collocation, as is the case with respect to providing a full and  
8 prompt response to a collocation application, are needed. BellSouth lacks  
9 incentive to provision collocation space in a reasonable period. In fact, an ILEC  
10 has every incentive *not* to provision space in any particular period.

11  
12 **Q. WHAT IS BELL SOUTH’S POSITION REGARDING PHYSICAL**  
13 **COLLOCATION INTERVALS?**

14  
15 A. For both initial requests and augments, BellSouth will complete construction of  
16 physical collocation space in Kentucky within a maximum of seventy-six (76)  
17 business days, under ordinary conditions, and within ninety-one (91) business  
18 days, under extraordinary conditions, from receipt of a firm order. Direct  
19 Testimony of Keith Milner, pp. 28-29. Extraordinary conditions include  
20 “major” equipment rearrangements or additions, and power plant additions or  
21 upgrades.

22  
23 **Q. WHAT IS BELL SOUTH’S POSITION REGARDING VIRTUAL**  
24 **COLLOCATION INTERVALS?**

25  
26 A. For both initial requests and augments, BellSouth proposes a provisioning  
27 interval of fifty (50) calendar days, under ordinary circumstances, and within

1           seventy-five (75) days, under extraordinary circumstances, from receipt of the  
2           firm order. Id. at p. 30.

3   **Q.   WHAT IS THE BASIS FOR BELL SOUTH'S POSITION REGARDING**  
4   **THE PROVISIONING OF PHYSICAL COLLOCATION?**

5  
6   A:   BellSouth asked the FCC for a waiver from the national default standard, for  
7           North Carolina, Alabama and Tennessee. On February 21, 2001 the FCC  
8           released its Memorandum and Order in In the Matter of Wireline Services  
9           Offering Advanced Telecommunications Capability, CC Docket No. 98-147  
10          ("BellSouth Conditional Waiver Order"). That order allows BellSouth to use, on  
11          an interim basis (for North Carolina and, as discussed below, with regard to  
12          *caged* collocation for Alabama and Tennessee), the New York Public Service  
13          Commission's intervals for provisioning, except to the extent a state specifies its  
14          own intervals. There is as yet no *state-determined* provisioning standard in  
15          effect for physical collocation in Kentucky. Affidavit of A. Wayne Gray, p. 3.

16  
17          Indeed, for Kentucky BellSouth professes to use the national default standard of  
18          the Order on Reconsideration, which is discussed below. See id. at p. 2. Under  
19          the BellSouth Conditional Waiver Order, however, which BellSouth seeks to  
20          apply in Kentucky, physical collocation would be provisioned within 76 business  
21          days of the application (i.e., about 110 calendar days, assuming two holidays)  
22          under ordinary circumstances and within 91 business days of the application  
23          under extraordinary circumstances.

24  
25   **Q:   WHAT IS YOUR RESPONSE TO BELL SOUTH'S POSITION?**



1 A: The intervals, particularly the intervals for cageless collocation, are too long, in  
2 terms of the period in which collocation can and should be provisioned, and in  
3 comparison with what the FCC and other states have ordered. Under these  
4 circumstances, BellSouth does not provide just, reasonable and  
5 nondiscriminatory collocation, particularly for cageless collocation.

6  
7 **Q: WHAT HAS THE FCC STATED WITH REGARD TO PROVISIONING**  
8 **PHYSICAL COLLOCATION?**

9  
10 A: According to the Order on Reconsideration, the ILEC should be able to complete  
11 any technically feasible physical collocation arrangement, whether caged or  
12 cageless, no later than ninety (90) calendar days after receiving a collocation  
13 application, where space, whether conditioned or unconditioned, is available in  
14 the ILEC's premises and the state commission does not set a different interval or  
15 the incumbent and the requesting carrier have not agreed to a different interval.  
16 Id. at ¶ 27. The FCC's ninety (90) day interval is a maximum default standard  
17 that the FCC presumes ILECs are capable of meeting. See id. at ¶ 37. The FCC  
18 also stated

19 We also continue to believe, based on the record before us,  
20 that intervals significantly longer than 90 days, such as the  
21 180 calendar day interval Sprint suggests for previously  
22 unconditioned space, would not generally result in  
23 competitive LECs' receiving access to space within  
24 incumbent LEC premises within reasonable time frames.  
25 Instead, we believe, based on this record, that intervals  
26 significantly longer than 90 days generally will impede  
27 competitive LECs' ability to compete effectively, although  
28 we recognize that in specific circumstances a significantly  
29 longer provisioning interval may be warranted based on  
30 detailed information presented to and evaluated by a state  
31 commission.

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(Emphasis added.) Id. at ¶ 29. No such specific circumstances have been shown by BellSouth.

The Order on Reconsideration also set out a process by which ILECs could request additional time from a state commission:

In some instances, a state tariff sets forth the rates, terms, and conditions under which an incumbent LEC provides physical collocation to requesting carriers. . . . Because of the critical importance of timely collocation provisioning, we conclude that, within 30 days after the effective date of this Order, the incumbent LEC must file with the state commission any amendments necessary to bring a tariff . . . into compliance with the national standards. At the time it files these amendments, the incumbent also must file its request, if any, that the state set intervals longer than the national standards as well as all supporting information. . . .

Absent the incumbent LEC's and requesting carrier's mutual consent, . . . the 90 calendar day provisioning deadline will serve as maximum intervals, to the extent a state does not set its own deadlines. An incumbent LEC that seeks additional time to advise a requesting carrier of defects in a collocation application could show the state commission, for example, that its receipt of an extraordinary number of collocation applications within a short time frame warrants a limited extension of the ten calendar day deadline . . . An extension of this deadline by a state commission will not automatically result in an extension of the 90 calendar day provisioning deadline. Instead, an incumbent LEC must complete all technically feasible collocation arrangements within 90 calendar days, unless a state sets or the parties have agreed to a different deadline. Where an incumbent LEC seeks a departure from either deadline, the incumbent also must provide any additional information the state commission requires to resolve whether a departure is warranted. States will continue to have flexibility to adopt different intervals and

1 additional collocation requirements, consistent with the  
2 Act. For instance, a state would be free to set shorter  
3 provisioning intervals for cageless collocation  
4 arrangements, augments to existing collocation  
5 arrangements, and collocation within remote terminals.  
6 Indeed, we encourage states to adopt shorter provisioning  
7 intervals in circumstances where the nature of the  
8 collocation arrangements may render shorter provisioning  
9 intervals particularly appropriate.

10  
11 Id. at ¶¶ 36, 37 (Emphasis added) (Footnotes omitted). In response to the Order  
12 on Reconsideration, BellSouth apparently requested the Commission to approve  
13 its Access Services Tariff; however, BellSouth acknowledges that there is no  
14 state-determined standard for collocation provisioning. Affidavit of A. Wayne  
15 Gray, p. 3.

16  
17 The BellSouth Conditional Waiver Order is based on an earlier FCC order, in  
18 which the FCC granted Verizon and other incumbents a temporary, conditional  
19 waiver of the ninety (90) day national default interval, pending FCC action on  
20 petitions for reconsideration of the Order on Reconsideration. In the Matter of  
21 Deployment of Wireline Services Offering Advanced Services Capability, CC  
22 Docket No. 98-147, DA 00-2528, Memorandum Opinion and Order (rel. Nov. 7,  
23 2000) (“Verizon Conditional Waiver Order”), at ¶¶ 9, 12. These waivers are  
24 also expressly conditioned on the adoption by ILECs of alternative provisioning  
25 intervals that are “significantly shorter than those prevalent prior to” the Order on  
26 Reconsideration.” Id. at ¶6. In granting these temporary waivers, moreover, the  
27 FCC underscored that its action was “consistent with the [FCC’s] goal, in the

1 [Order on Reconsideration], of substantially reducing the delays competitive  
2 LECs encounter in seeking to use physical collocation to compete against  
3 incumbent LECs.” *Id.* Thus the FCC remains committed to reducing collocation  
4 provisioning intervals to redress unreasonable ILEC delays. Most importantly,  
5 the FCC’s ninety (90) day provisioning interval remains the national standard,  
6 and the regulatory benchmark for measuring ILEC collocation provisioning  
7 performance.

8  
9 Of course, the FCC has acknowledged that a state may establish different  
10 provisioning intervals, either shorter or longer than the national standard, based  
11 on the facts before the state commission. Order on Reconsideration, at ¶¶ 24, 29,  
12 & 37. But the FCC’s provisioning interval, viewed in the context of the Order on  
13 Reconsideration, is a maximum provisioning interval that ILECs are presumed  
14 capable of meeting, absent detailed and convincing evidence to the contrary. The  
15 Order on Reconsideration took into account what state commissions had ordered  
16 with regard to physical collocation provisioning intervals, as well as the concerns  
17 of ILECs. See *id.* at ¶¶ 18-19.

18  
19 **Q: WHAT HAVE OTHER COMMISSIONS IN THE BELLSOUTH REGION**  
20 **RULED WITH REGARD TO INTERVALS FOR PHYSICAL**  
21 **COLLOCATION?**

22  
23 **A:** Following the Order on Reconsideration, the Alabama Public Service  
24 Commission ordered that cageless collocation should be provided “within 60

1 calendar days of a request for cageless collocation” by a CLEC. The “request for  
2 cageless collocation” refers to an application for collocation. If there are  
3 “extenuating circumstances”, cageless collocation should be provisioned within  
4 90 calendar days. See Conclusion on Issue 4, In the Matter of Petition by  
5 ITC^DeltaCom Communications, Inc. for Arbitration of Interconnection  
6 Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252 (b)  
7 of the Telecommunications Act of 1996, Docket 27091, Final Order on  
8 Arbitration (“Alabama ITC^DeltaCom Arbitration Order”), effective September  
9 27, 2000.

10  
11 Moreover, the Alabama commission adopted the findings and conclusions of its  
12 arbitration panel, which noted that BellSouth agrees that cageless collocation

13 dispenses with the requirement of designing and  
14 building a cage or enclosure for the collocated  
15 equipment...(T)he similarities between cageless  
16 collocation and virtual collocation are obvious. It  
17 is also obvious caged collocation requires more  
18 infrastructure than either cageless collocation or  
19 virtual collocation. Thus, the provisioning interval  
20 for cageless collocation should be less than that for  
21 caged collocation...We agree...that cageless  
22 collocation appears similar to virtual collocation  
23 and recommend that the Commission provide for  
24 60 calendar days for cageless collocation  
25 provisioning.  
26

27 Discussion of Issue 4, Alabama ITC^DeltaCom Arbitration Order. As stated,  
28 then, by the Alabama commission, cageless collocation, by definition, should be  
29 much easier to provision than caged collocation, and BellSouth has given no

1 justification as to why cageless collocation cannot be accomplished in less than  
2 sixty (60) days.

3  
4 The Tennessee Regulatory Authority, in In re Petition for Arbitration of  
5 ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc.  
6 Pursuant to the Telecommunications Act of 1996, Second Interim Order of  
7 Arbitration Award, Docket No. 99-00430, at p. 5 (Aug. 31, 2000) ordered a thirty  
8 (30) day interval for the provisioning of cageless collocation, with a sixty (60)  
9 business day maximum, "thus, allowing additional time for extraordinary  
10 circumstances".

11  
12 The Louisiana Public Service Commission ruled in In re: BellSouth  
13 Telecommunications, Inc. Service Quality Performance Measurements  
14 (Collocation), Docket No. U-22252-(Subdocket-C), General Order, October 9,  
15 2000, that provisioning intervals, as applicable currently, are 90 calendar days for  
16 ordinary physical (cageless and caged) collocation, 120 calendar days for  
17 extraordinary physical collocation. The Louisiana commission, however,  
18 apparently recognizing that cageless collocation should be provisioned within a  
19 shorter interval than caged collocation, stated that "(t)he Commission shall  
20 establish a distinct interval for physical cageless collocation". Id., at p. 2.

21

1           Therefore, the intervals proposed by BellSouth for cageless collocation  
2           provisioning in Kentucky are longer than what BellSouth has been ordered to  
3           provide elsewhere in the region.

4   **Q.   IS IT IMPORTANT WHAT OTHER STATE COMMISSIONS HAVE**  
5   **DECIDED?**

6  
7   A.   It is important to recognize that state commissions, as permitted pursuant to the  
8       FCC Collocation Order, have set intervals for provisioning collocation that can  
9       be met by RBOCs. In the FCC Collocation Order the FCC held that “(a)  
10      collocation method used by one incumbent LEC or mandated by a state  
11      commission is presumptively technically feasible for any other incumbent LEC.”

12      Id. at ¶ 8. (Emphasis added.)

13                               (D)eployment by any incumbent LEC of a  
14                               collocation arrangement gives rise to a rebuttable  
15                               presumption in favor of a competitive LEC seeking  
16                               collocation in any incumbent LEC premises that  
17                               such an arrangement is technically feasible.”

18  
19      Id. at ¶ 45. 47 C.F.R. §51.321 (c) embodies this concept. The Alabama  
20      commission found in its ITC^DeltaCom Arbitration Order, which was issued  
21      following the Order on Reconsideration, that this same premise should apply to  
22      provisioning intervals.

23   **Q:   WHAT PROVISIONING INTERVALS, THEN, SHOULD APPLY FOR**  
24   **COLLOCATION?**

25  
26   A:   Caged collocation should be provisioned according to the default standard of the  
27       Order on Reconsideration. Cageless collocation should be provisioned within  
28       sixty (60) days of the application.

29

1 **Q: WHAT PROVISIONING INTERVAL SHOULD APPLY FOR VIRTUAL**  
2 **COLLOCATION?**

3  
4 A: The provisioning interval for virtual collocation should be no more than for  
5 cageless collocation. Cageless and virtual collocation are set up physically the  
6 same way. The main difference between the two is that, with a physical  
7 (cageless) arrangement, tape is placed on the floor around a collocator's  
8 equipment to identify it, and the collocator itself is allowed access to the  
9 equipment; whereas, in a virtual arrangement the incumbent maintains the  
10 CLEC's equipment. Thus any time frame in which cageless collocation can be  
11 provisioned is also appropriate for virtual collocation. Because certain  
12 considerations related to space availability and configuration, as well as not  
13 having to construct a cage, are different for cageless and virtual collocation than  
14 for caged collocation, cageless and virtual collocation should be subject to a  
15 shorter interval.

16 **Q. IS THERE ANOTHER ISSUE REGARDING COLLOCATION**  
17 **INTERVALS?**

18  
19 A. Yes. According to BellSouth, a firm order is to be provided by the CLEC  
20 following the submission of an application, in the following manner: twenty-  
21 three (23) business days (i.e., about a month) following receipt of an application,  
22 BellSouth will submit a response that includes fees for space preparation.  
23 Affidavit of A. Wayne Gray at p. 22. Revisions to the application, even those  
24 that do not affect space or power requirements, further lengthen the interval for a  
25 response by BellSouth. Within five (5) business days the CLEC then may submit  
26 the firm order. Indeed, the CLEC must submit the firm order within that period



1 for any type of collocation, or the provisioning interval will be extended. Id. at p.  
2 23.

3  
4 **Q. DO YOU DISAGREE WITH BELL SOUTH'S POSITION?**

5  
6 A. Yes. Other public service commissions have ordered that price quotes be  
7 provided in less time, and there is no evidence to demonstrate that BellSouth  
8 cannot meet a shortened interval.

9  
10 BellSouth should be required to provide a firm cost quote within fifteen (15) days  
11 of receiving a collocation application. CLECs require a complete response  
12 promptly, including a firm cost quote, to prepare and submit a firm order for  
13 collocation space. In addition, minor changes that do not cause BellSouth to  
14 make available more space than has been initially requested, or that do not cause  
15 BellSouth to change its provisioning of power, should not restart the ordering  
16 process.

17 **Q. WHAT HAVE OTHER STATE PUBLIC UTILITY COMMISSIONS**  
18 **DONE IN THIS RESPECT?**

19  
20 A. Order No. PSC-00-0941-FOF-TP, issued May 11, 2000 by the Florida Public  
21 Service Commission in Docket Nos. 981834-TP and 990321-TP (the "Florida  
22 Collocation Order"), in Section II, states the following:

23 Upon consideration, we are persuaded . . . that the initial  
24 response to an application for collocation should contain  
25 sufficient information for the CLEC to place a firm order.  
26 We are also persuaded . . . that price quotes must be  
27 included in the response because they are essential to  
28 placing a firm order.  
29

1 We have also considered the evidence regarding the  
2 intervals in which such information should be provided to  
3 the CLEC. While BellSouth argues that it will only  
4 provide acceptance or denial due to space availability  
5 within the 15 calendar day interval, two other ILECs have  
6 provided testimony in this proceeding that supports that  
7 price quotes can also be provided within an interval of 15  
8 calendar days . . .

9  
10 Upon consideration, we find that 15 calendar days is an  
11 appropriate interval to provide the information needed to  
12 place a firm order, i.e., information regarding space  
13 availability and a price quote.  
14

15 The Texas Public Utilities Commission, in Orders No. 52 and No. 54,  
16 Investigation of Southwestern Bell Telephone Company's Entry into the Texas  
17 InterLATA Telecommunications Market, Public Utility Commission of Texas,  
18 Project No. 16251, established an interval for Southwestern Bell ("SWBT") for  
19 providing price quotes, specifically for cageless collocation, within a definite  
20 period that is less than fifteen (15) days. The SWBT "Interconnector's  
21 Collocation Services Handbook for Physical Collocation" provides for price  
22 quote intervals for caged as well as cageless collocation within ten (10) business  
23 days, which amounts to less than fifteen (15) days.

24 **Q. WHAT IS THE NEXT ISSUE REGARDING COLLOCATION?**

25 A. BellSouth's position is that it should not be required to provide DC power to  
26 CLECs' equipment collocated in adjacent collocation space. BellSouth will  
27 provide AC power only. Affidavit of A. Wayne Gray, p. 11.

28 **Q. IS BELLSOUTH GENERALLY OPPOSED TO PROVIDING DC POWER**  
29 **TO COLLOCATORS?**  
30

1 A. No. The issue has arisen with respect to adjacent collocation space, not with  
2 respect to collocating within the central offices of BellSouth.

3 **Q. WHAT IS ADJACENT COLLOCATION SPACE?**

4 A. Adjacent collocation space is described in 47 C.F.R. §51.323 (k) (3). When  
5 space is legitimately exhausted in a particular ILEC premises, collocation in  
6 adjacent controlled environmental vaults or similar structures must be made  
7 available to the extent technically feasible. The FCC defined “premises” in 47  
8 C.F.R. § 51.5 to refer

9 to an incumbent LEC’s central offices and serving wire  
10 centers, as well as all buildings or similar structures owned  
11 or leased by an incumbent LEC that house incumbent LEC  
12 facilities on public rights-of-way, including but not limited  
13 to vaults containing loop concentrators or similar  
14 structures.

15  
16 In the Order on Reconsideration, that definition was amended

17 to make clear that 'premises' includes all buildings and  
18 similar structures owned, leased, or otherwise controlled  
19 by the incumbent LEC that house its network facilities, all  
20 structures that house incumbent LEC facilities on public  
21 rights-of-way, and all land owned, leased, or otherwise  
22 controlled by an incumbent LEC that is adjacent to these  
23 structures. Id. at ¶ 44.  
24

25 **Q. WHY IS THIS ISSUE IMPORTANT?**

26 A. *Collocated equipment runs on DC power*, yet BellSouth’s view is, after the  
27 CLEC has been relegated to adjacent collocation space (i.e., outside the central  
28 office), BellSouth is not obligated to provide DC power.  
29

1           The opportunity for discrimination against CLECs is particularly acute in this  
2           situation. Adjacent collocation space does not have to be employed for  
3           collocation unless space in BellSouth's central office is legitimately exhausted.  
4           Space can be exhausted, according to BellSouth, if BellSouth occupies or  
5           reserves space, even for functions unrelated to the functioning of the central  
6           office or collocators. If BellSouth categorically refuses to provide DC power, a  
7           CLEC must incur significant costs to accommodate AC power, provided by  
8           BellSouth or from some other source, and to convert that power to DC. These  
9           costs will be incurred, moreover, as a result of being required to collocate  
10          equipment *outside* of a BellSouth central office.

11   **Q.    WHY DOES BELLSOUTH MAINTAIN SUCH A POSITION?**

12   A.    BellSouth maintains that the cabling used to provide DC power is not rated for  
13          outside use. BellSouth evidently purports to have some safety concerns about  
14          the use of DC power; yet the national electric codes mention no problem with its  
15          provision by BellSouth. Indeed, BellSouth's presumed option for CLECs – to  
16          use batteries in an enclosed space – rebuts BellSouth's alleged safety concerns,  
17          since that option itself would introduce safety concerns. CLECs would have to  
18          employ generators, batteries and other equipment in order to provide collocation  
19          from the adjacent location. Even if BellSouth's contentions regarding safety  
20          were generally valid (which they are not), the principle of "technical feasibility,"  
21          by which requests for physical collocation are considered, strongly suggests that  
22          DC power cannot be categorically denied.

23   **Q.    DOES BELLSOUTH PROVIDE DC POWER TO ITS REMOTE**  
24          **TERMINALS?**

1  
2 A. Yes. In other proceedings (e.g., in North Carolina's generic collocation docket)  
3 BellSouth has maintained that it provides AC to its remote spaces for its own  
4 purposes (and, consequently, that it would not discriminate against CLECs were  
5 it not to supply DC power to the adjacent collocation site).

6  
7 Thus, BellSouth supplies AC power to its adjacent facilities, which it then  
8 converts to DC power. Therefore, BellSouth proposes to require CLECs to either  
9 provide their own AC power to, or convert AC power provided by BellSouth at,  
10 the adjacent site. BellSouth, however, has offered to provide DC power in other  
11 collocation arrangements outside the central office; namely, with respect to  
12 collocation at the remote terminal. Indeed, BellSouth has offered the following to  
13 CLECs in North Carolina in the context of a proposal for remote terminal  
14 collocation:

15 Section 7.3 Power. BellSouth shall make available -48  
16 Volt (-48V) DC power for CLEC-1's Remote Collocation  
17 Space at a BellSouth Power Board (Fuse and Alarm Panel)  
18 or BellSouth Battery Distribution Fuse Bay ("BDFB") at  
19 CLEC-1's option within the Remote Site Location. The  
20 charge for power shall be assessed as part of the recurring  
21 charge for rack/bay space. If the power requirements for  
22 CLEC-1's equipment exceeds the capacity for the  
23 rack/bay, then such power requirements shall be assessed  
24 on a recurring per amp basis for the individual case.

25  
26 (Emphasis added.) There is no reason why DC power cannot be similarly  
27 provided by BellSouth to adjacent collocation space.

28 **Q. WHAT DO THE FCC'S REGULATIONS REQUIRE?**

29 A. In the FCC Collocation Order, the FCC held  
30

1 (W)hen collocation space is exhausted at a particular LEC  
2 location, we require incumbent LECs to permit collocation  
3 in adjacent controlled environmental vaults or similar  
4 structures to the extent technically feasible.”  
5

6 Id. at ¶¶ 6, 44. Thus, the FCC’s regulations require BellSouth, as an initial  
7 matter, to provide collocation in its central office, or in adjacent controlled  
8 environmental vaults or similar structures. The regulations also require  
9 BellSouth to provide power and physical collocation services to the adjacent  
10 collocation space “subject to the *same* nondiscrimination requirements as  
11 applicable to any other physical collocation arrangement.” 47 C.F.R § 51.323  
12 (k) (3) (Emphasis added).  
13

14 This is a matter of fairness, given demand for collocation in some areas, which  
15 could exhaust space within central offices: BellSouth must provide DC power to  
16 WorldCom’s equipment in an adjacent collocation if it provides DC power to the  
17 equipment in the central office.

18 **Q. HAS THE GEORGIA COMMISSION PREVIOUSLY ADDRESSED THIS**  
19 **ISSUE?**  
20

21 A. Yes. The Georgia Public Service Commission, in Docket No. 11901-U, In Re:  
22 Petition of MCImetro Access Transmission Services, LLC and MCI WorldCom  
23 Communications, Inc. for Arbitration of Certain Terms and Conditions of  
24 Proposed Agreement with BellSouth Telecommunications, Inc. Concerning  
25 Interconnection and Resale Under the Telecommunications Act of 1996  
26 (“Georgia MCI-BellSouth Arbitration Order”) found that

1 This issue concerns whether BellSouth can meet its  
2 obligations under the law by providing AC power to  
3 adjacent collocation arrangements, or whether BellSouth is  
4 required to provide DC power. BellSouth must provide  
5 power and physical collocation services and facilities to  
6 MCIW on a nondiscriminatory basis. 47 C.F.R. §  
7 51.323(k)(3). BellSouth argues that 47 C.F.R.  
8 51.323(k)(3) does not specify what type of power ILECs  
9 must provide to an adjacent arrangement. (BellSouth Post-  
10 Hearing Brief, p. 47). The costs, however, that CLECs  
11 will incur in converting AC power will result from having  
12 to collocate equipment outside of a BellSouth central  
13 office. This arrangement would provide BellSouth with  
14 inappropriate leverage to discriminate against CLECs.  
15 The [Georgia] Commission finds that BellSouth shall be  
16 required to provide DC power to adjacent collocation  
17 space at MCIW's request where technically feasible.  
18

19 **Q. HAS ANY OTHER STATE COMMISSION ADDRESSED THIS ISSUE?**

20 **A.** Yes, in the Florida Collocation Order, in Section IV, that commission held that

21 when space legitimately exhausts within an ILEC's  
22 premises, the ILEC shall be obligated to provide physical  
23 collocation services to an CLEC who collocates in a CEV  
24 or adjacent structure located on the ILEC's property to the  
25 extent technically feasible, based on the [FCC Collocation  
26 Order].

27  
28 These services would include DC power, to the extent that its provision is  
29 technically feasible.

30

31 Also, the Texas commission has ordered that DC power must be made available

32 to adjacent collocation space. In Order No. 54, Investigation of Southwestern

33 Bell Telephone Company's Entry into the Texas InterLATA

34 Telecommunications Market, Public Utility Commission of Texas, Project No.

1 16251, the Texas commission ordered the following to be incorporated in  
2 SWBT's tariff:

3  
4 Sec. 6.1.1 Types of Available Physical Collocation  
5 Arrangements

6  
7 6.1.1(E) Adjacent Space Collocation-

8  
9 (originally 6.1.1(D)) The Commission finds that SWBT  
10 should provide power in multiples of the following DC  
11 power increments: 20, 40, 50, 100, 200, and 400 AMPS.  
12 SWBT should provide reference to the definition of the  
13 term "Legitimately Exhausted." The Commission notes  
14 that provision of DC power to adjacent on-site collocation  
15 facility may include increments of 600 and 800 Amps;  
16 however, the feasibility and rates for providing 600, and  
17 800 Amps service will be finalized during the permanent  
18 cost proceeding. The Commission finds that SWBT and  
19 the collocators shall mutually agree upon the location of  
20 the "adjacent structure. . .

21  
22 The Commission therefore finds that 6.1.1(E) should be  
23 modified as follows:

24  
25 6.1.1(E) Adjacent Space Collocation – Where Physical  
26 Collocation space within a SWBT Eligible Structure is  
27 Legitimately Exhausted, as that term is defined in Section  
28 2 of this Tariff, SWBT will permit Collocators to  
29 physically collocate in adjacent controlled environmental  
30 vaults or similar structures that SWBT uses to house  
31 equipment, to the extent technically feasible. SWBT and  
32 CLEC will mutually agree on the location of the  
33 designated space on SWBT premises where the adjacent  
34 structure will be placed. SWBT will not withhold  
35 agreement as to the site desired by Collocator, subject only  
36 to reasonable safety and maintenance requirements. . . . At  
37 its option, the Collocator may choose to provide its own  
38 AC and DC power to the adjacent structure. SWBT will  
39 provide physical collocation services to such adjacent  
40 structures, subject to the same requirements as other  
41 collocation arrangements in this tariff.  
42



1           There are other sections of the Souhwestern Bell tariff that also  
2           concern the provision of DC power by the incumbent.

3   **Q.   PLEASE SUMMARIZE YOUR TESTIMONY IN THIS REGARD.**

4  
5   A.   The law requires adjacent collocation to be provided in a non-discriminatory  
6           manner. There is no demonstrable or compelling reason why DC power should  
7           not be provided to CLECs.

8   **Q.   IS THERE A DISPUTE WITH BELL SOUTH REGARDING**  
9           **VERIFICATION OF ENTRANCE FACILITIES?**

10  
11   A.   Yes. BellSouth does not want for CLECs to be able to verify that dual  
12           entrances do not exist, or that such capacity shall be made available on a  
13           first come, first served basis.

14   **Q.   WHAT ARE “DUAL ENTRANCE” FACILITIES?**

15   A.   They are physically diverse entrances into a wire center; i.e., having dual  
16           entrances provides an opportunity to design redundancy and “survivability,”  
17           thereby preventing network failures (e.g., if there is a cable cut at one entrance  
18           facility, the overall service is not affected).

19   **Q.   WHAT ARE THE PARTIES’ POSITIONS ON THIS ISSUE?**

20   A.   WorldCom’s position is that it should be permitted to verify BellSouth’s  
21           assertion that dual entrance facilities are not available. BellSouth should  
22           maintain a waiting list for entrance space and notify the CLEC when space  
23           becomes available. BellSouth’s position is that CLECs do not have the right to  
24           verify BellSouth’s assertion that dual entrance facilities are not available.

25   **Q.   PLEASE ELABORATE ON THE PARTIES’ RESPECTIVE POSITIONS.**

1 A. A CLEC should be permitted to verify, through physical inspection, any assertion  
2 that dual entrances are not available. This is a reasonable requirement,  
3 particularly in light of the FCC's similar, but even more expansive rule, of  
4 allowing new entrants to tour an incumbent's premises in order to verify an  
5 assertion that physical collocation space is not available. 47 C.F.R. § 51.321(f);  
6 FCC Collocation Order, ¶ 57. CLECs should similarly be allowed to verify a  
7 claim that dual entrances are not available.

8  
9 BellSouth admits it must provide at least two interconnection points at a premises  
10 at which there are at least two entry points for the ILEC's cable facilities, and at  
11 which space is available for new facilities in at least two of those entry points,  
12 citing 47 C.F.R. § 51.323(d)(2). The right to inspect a premises, in BellSouth's  
13 opinion, only applies when an ILEC contends space for physical collocation is  
14 not available in a given central office. BellSouth claims it is not denying  
15 physical collocation when BellSouth does not have dual entrance facilities  
16 available, and states it provides information as to whether there is more than one  
17 entrance point for BellSouth's cable facilities. In the event there is only one  
18 entrance point, according to BellSouth, the CLEC can visually verify that another  
19 entrance point does not exist, which does not require a formal tour. In the event  
20 that dual entrance points exist but space is not available, BellSouth states it will  
21 provide documentation, upon request and at the CLEC's expense, so that the  
22 CLEC can verify that no space is available for new facilities.

23 **Q: AS A PRACTICAL MANNER, WHY IS AN INSPECTION NECESSARY?**

1 A: A visual inspection may be acceptable in many situations, and in those situations  
2 the CLEC would not request a physical inspection inside the central office.  
3 However, it is quite possible, as BellSouth would admit, that what would need to  
4 be inspected is underground and thus undetectable from the street. In those  
5 instances the CLEC would need to arrange for an inspection of entrance  
6 locations. Moreover, since the lack of dual entrances, as a practical matter, will  
7 determine whether collocation is advisable at a given location, a waiting list is a  
8 reasonable and not overly burdensome requirement for the ILEC to maintain  
9 under the circumstances.

10 **Q. WHAT IS THE FCC'S POSITION ON THIS MATTER?**

11 A. 47 C.F.R. § 51.323(d)(2) and other specific regulations have been cited above.  
12 Since the FCC has declared that a denial of space triggers a requirement that an  
13 inspection be permitted, it is a reasonable conclusion that a denial of dual  
14 entrances, which permit the necessary diversity that a CLEC needs, trigger the  
15 requirement of permitting verification of that claim.

16 **Q. SHOULD BELL SOUTH MAINTAIN A WAITING LIST OF NEW**  
17 **ENTRANTS WHO HAVE BEEN DENIED ENTRANCE SPACE?**

18  
19 A. Yes. BellSouth should also offer space to the new entrants when it becomes  
20 available, based upon their position on the waiting list. BellSouth maintains that,  
21 should the fact that there is no entrance space available be the reason for denying  
22 a request for collocation, BellSouth will include that office on its space exhaust  
23 list, as required. However, BellSouth states it should not be required to incur the  
24 time and expense of maintaining a waiting list simply because dual entrance  
25 facilities may not be available.

1 **Q. IS THAT REASONABLE TREATMENT?**

2 A. No. Just as BellSouth must indicate those of its premises that are full, 47 C.F.R.  
3 §51.321 (h), and should maintain a waiting list with respect to collocation space  
4 generally at a central office, it is reasonable to expect BellSouth to maintain a  
5 waiting list for dual entrance facilities.

6 **Q. WHAT DID THE GEORGIA COMMISSION RULE IN THIS REGARD?**

7 A. The Georgia MCIIm-BellSouth Arbitration Order states:

8 BellSouth is required to provide at least two  
9 interconnection points at a premises "at which there are at  
10 least two entry points for the incumbent LEC's cable  
11 facilities, and at which space is available for new facilities  
12 in at least two of those entry points." 47 C.F.R. §  
13 51.323(d)(2). However, BellSouth has offered to provide  
14 documentation, upon request, and at MCIW's expense, to  
15 demonstrate that space is not available for dual entry.  
16 (BellSouth Post-Hearing Brief, p. 51). The FCC has  
17 declared that a denial of space triggers a requirement that  
18 the ILEC permit an inspection. MCIW agrees that if a tour  
19 of entrance facilities is needed it should be limited to the  
20 entrance facility. (Tr. 191). The Commission agrees with  
21 this limitation and concludes that MCIW should be  
22 entitled to verify any assertion by BellSouth that dual  
23 entrance facilities are not available. The Commission also  
24 finds that BellSouth shall maintain a waiting list for  
25 entrance space and notify MCIW when space becomes  
26 available.  
27

28 **Q. ARE THERE OTHER OBJECTIONS THAT WORLDCOM HAS TO**  
29 **APPROVAL OF CHECKLIST ITEM (i) BASED ON COLLOCATION**  
30 **ISSUES?**

31 A. Yes, including those that implicate pricing.  
32  
33

34 **Q. WHAT IS BELL SOUTH'S POSITION WITH REGARD TO SECURITY**  
35 **COSTS?**

36 A. As BellSouth has proposed in the Kentucky UNE cost proceeding, the costs of a  
37 security card key system, existing or to be installed in the future, would be  
38

1 allocated so that carriers pay the same charge regardless of the amount of space  
2 occupied (i.e., on a per capita basis). BellSouth refers to this proposal in the  
3 Affidavit of A. Wayne Gray, at pp. 17-18. This proposal means that BellSouth in  
4 effect pays the same as a CLEC.

5 **Q. DO YOU DISAGREE WITH THIS POSITION, AND IF SO, WHY?**

6  
7 **A.** Yes. If BellSouth is to recover costs for security, it should do so pro rata, on a  
8 per square foot basis across all usable space in the premises.

9  
10 The first consideration is *why* BellSouth installs a card reader system. When  
11 BellSouth installs a new card reader system, it does so because it has chosen to  
12 do so to protect the equipment for which it is financially responsible, not to  
13 protect collocators' equipment. With respect to offices with existing systems,  
14 BellSouth incurs no incremental (or out of pocket) expense for the installation of  
15 card reader systems. Assessment of security charges in these offices constitutes a  
16 windfall for BellSouth.

17  
18 Hence there is an issue whether there should be any cost recovery whatsoever.  
19 Of course, while it is BellSouth's choice that causes these costs to be incurred,  
20 collocators may benefit marginally from BellSouth's choice. To the extent, then,  
21 that *both* BellSouth and collocators are the beneficiaries of reasonable security  
22 measures, a reasonable allocation of the costs should be developed. A  
23 "reasonable allocation," however, must bear some relationship to the benefits  
24 derived by each party.

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A per capita allocation of security costs, however, as maintained by BellSouth, would assess all carriers the same charge, regardless of the amount of space occupied by a given carrier. This allocation is arbitrary, because it fails to recognize that it is BellSouth that chooses to incur these costs. Moreover, a per capita allocation bears no relationship to the different level of benefits derived by each carrier from a security system. A carrier that occupies a good deal of space and protects a large amount of telecommunications equipment should be assessed a greater share of the security costs than a carrier that occupies a small space and is protecting only a small amount of equipment. BellSouth's proposed method is not just, reasonable, and nondiscriminatory,

**Q. IN CONTRAST, IS A PRO RATA METHOD OF ALLOCATING SECURITY COSTS JUST, REASONABLE AND NONDISCRIMINATORY?**

A. Yes. A pro-rata allocation of security costs based upon the square footage occupied by BellSouth and each collocator in the central office is reasonable. A pro-rata allocation will assess each carrier (including BellSouth) a cost that is related to the benefit it derives from the security system.

**Q. HAVE ANY COMMISSIONS IN THE SOUTHEAST ADDRESSED THIS ISSUE?**

A. Yes. The Florida Collocation Order, in Section XVII, states:

First, we are persuaded and so find that the costs of security arrangements, site preparation, and other costs necessary to the provisioning of collocation space incurred by the ILEC that benefit only a single collocating party in a central office should be paid for by that collocating party. ... (R)ecovering costs only from the party that benefits will eliminate the burden on ILECs and other

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collocators of paying for costs of collocation they did not cause to be incurred.

Second, we find it appropriate that the costs of security arrangements, site preparation, and other costs necessary to the provisioning of collocation space incurred by the ILEC that benefit both current and future collocating parties shall be recoverable by the ILEC from current and future collocating parties. In this case, these costs shall be allocated based on the amount of floor space occupied by a collocating party, relative to the total collocation space for which site preparation was performed.

Third, we find that the costs of security arrangements, site preparation, and other costs necessary to the provisioning of collocation space incurred by the ILEC that benefit current or future collocating parties and the ILEC shall be recoverable by the ILEC from current and future collocating parties, and a portion shall be attributed to the ILEC itself. We note that the ALECs addressed their concerns over security issues that not only benefit collocating parties, but also benefit the ILEC. Acknowledging those concerns, we shall require that when multiple collocators and the ILEC benefit from modifications or enhancements, the cost of such benefits or enhancements shall be allocated based on the amount of square feet used by the collocator or the ILEC, relative to the total useable square footage in the central office.

(Emphasis added.) This order is very clear that the cost should be allocated to parties on a per square foot basis. Hence, the Georgia MCIm-BellSouth Arbitration Order states, with regard to the Florida Collocation Order, that:

While the [Georgia] Commission is not bound by this precedent, it agrees with the decision. Basing the cost of enhancements to security arrangements on a pro rata per square foot basis effectively ties the costs of the improvements to the parties that stand to gain from them. In addition, the [Georgia] Commission holds that a recalculation is not necessary every time any change in the collocation arrangement takes place. A monthly recalculation is equitable and not overly burdensome.

1 **Q. ARE THERE OTHER ISSUES THAT IMPLICATE COLLOCATION?**

2

3 A. As is apparent from the Kentucky UNE cost proceeding, BellSouth seeks to  
4 impose non-recurring charges for applications and for "firm order processing". I  
5 am not aware of the existence of application fees for leasing in the competitive  
6 real estate market, or of separate non-recurring charges in the "real" commercial  
7 world to process "orders" for services.

8 **Q. HOW HAS BELL SOUTH HANDLED ITS BILLS FOR COLLOCATION**  
9 **PROVISIONING?**

10

11 A. Several years after space has been provisioned, BellSouth will send a bill to  
12 WorldCom that, in some cases, are many times more than the amount BellSouth  
13 "estimated" in its initial bills. I have been receiving bills from BellSouth for  
14 services rendered in 1997; other carriers, such as ITC^DeltaCom, have also been  
15 receiving such bills. Although BellSouth claims there will be a "true up" later  
16 this year to somewhat account for all these services, and WorldCom's  
17 interconnection agreements in arbitration with BellSouth clearly call for "firm"  
18 prices, I do not know whether BellSouth will change this practice. In the "real,"  
19 competitive marketplace (i.e., if BellSouth did not hold a monopoly on central  
20 office space for collocation), this kind of behavior would be regarded as strange,  
21 to say the least. BellSouth's habit in this respect suggests it has little if any  
22 understanding or regard for commercial certainty or custom.

23

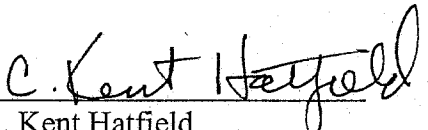
24 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

25 A. At this time, yes.



Certificate of Service

A copy of the foregoing was served this 9<sup>th</sup> day of July, 2001, by first class,  
United States mail, postage prepaid, upon all parties of record.

  
C. Kent Hatfield