Staff's Data Request Responses To
Qwest's First Set of Data Requests

Qwest DR 1.02: Please fully explain the basis for Ms. Stewart's direct testimony at page 13 (lines 299-301) that "IBT will equip the circuit with cabling and fusing capable of handling approximately **200%** of the ordered amperage." Explain how that 200% capability relates to Mr. Smith's testimony at page 12 (lines 256-258) that "[p]ursuant to its internal engineering practices, SBC Illinois plans to fuse the power leads at least **125%** of the requested amount in order to build in a margin for growth."

Staff Response: When equipping a circuit in compliance with Code Part 785, IBT installs cabling and fusing at a level equal to approximately 200% of the maximum peak draw on the circuit. Staff assumes that Mr. Smith's reference to fusing at levels of 125% is making reference to the fact that the company utilizes redundant feeds (A and B feeds) to supply power. With the total load split between two feeds, the appropriate amount of fusing would be 100% of the amount of amperage required. The 25% overage is likely for rounding to the next available size fuse and to cover load transfer in case one power feed failed.

Qwest DR 1.03: Regarding Ms. Stewart's direct testimony at page 17 (lines 375-79), does Staff contend that a billing system imposing charges in excess of DC power actually consumed is unfair and inequitable? Please explain your answer.

Staff Response: Staff's opinion is that CLECs should pay for DC power consumed.

(2)

Qwest DR 1.04: Does Staff agree with Ms. Hunnicutt's response testimony at page 11 (line 232) through page 13 (line 269) regarding the distinctions among recommended amperage, maximum power consumption and actual power consumed? If your answer is other than an unqualified "yes," please explain your answer.

Staff Response: Staff generally agrees with Ms. Hunnicutt's testimony outlined above. Staff's answer is qualified because, for example, it is not sure whether the recommended amperage will always be more than the maximum power consumption or whether the maximum power consumption will always be more than the actual power consumed or whether the maximum power consumption always represents the "expected" maximum amount of power the equipment could draw.

Staff's Data Request Responses To
Qwest's Second Set of Data Requests

Qwest DR 2.01: In her Surrebuttal Testimony, Ms. Stewart sets out Staff's interpretation of Code Part 785.55(a)(1).

a. Does Staff believe that the *minimum* fusing requirements set forth in SBC Technical Publication, SBC-TP-76400, dated November 11, 2005, Section 6.3.1 (page 12-11) are consistent with Part 785.55(a)(1)?

b. If your answer is other than an unqualified "yes," fully explain your response and describe the circumstances in which a collocator abiding by SBC's minimum fusing requirements could be non-compliant with Part 785.55(a)(1), as Staff interprets it.

Staff Response: (a) Upon review of this technical publication, it appears that Section 6.3.1 (page 12-11) states that overcurrent protection and cables are sized using List 2 current drain. However, specific information regarding how the overcurrent protection is sized is not provided. Therefore, Staff is unable to give an opinion as to whether or not this technical publication is consistent with Part 785.55(a)(1).

(b) Inasmuch as this section of the technical publication does not provide adequate information to allow Staff to form an opinion, it is not possible for Staff to respond to this question.

Qwest DR 2.02: Has Staff or the Commission ever had occasion to address with SBC whether the minimum fusing requirements set forth in SBC Technical Publication, SBC-TP-76400, dated November 11, 2005, Section 6.3.1 (page 12-11), are inconsistent with Part 785.55(a)(1)? If your answer is other than an unqualified "no," identify and fully explain each such occasion by date, participants, conclusions/determinations reached and actions taken. Please be sure to explain the factual context of such discussions and produce any documents relating to such discussions.

Staff Response: While Staff has discussed Code Part 785 in its entirety with SBC personnel on numerous occasions, the referenced technical publication has not been reviewed or discussed during any of these meetings.

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 2.06

Request:

Does Commonwealth Edison bill SBC on an actual-usage basis, rather than on a maximum-capacity basis for its Illinois central offices? If your answer is other than an unqualified "yes," fully explain and produce all documents supporting your response.

Response:

Commonwealth Edison bills AT&T Illinois for AC power provided to the AT&T Illinois premises on an actual usage basis.

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 2.17

Request:

At page 7 of her Direct Testimony, Ms. Brissenden states that "the conversion proposal will result in a neutral net effect, from a cost perspective, to both the CLECs and SBC Illinois." Admit that the proposal will only be cost neutral to a CLEC if that CLEC's equipment constantly draws power at the total amount of amps ordered from SBC. If your response is other than an unqualified "admit," fully explain and produce all documents supporting your answer.

Response: AT&T Illinois denies that from a cost perspective there would be no change in the cost of an amp or KWH only if the CLEC draws power at the total amount of amps ordered from AT&T Illinois. The cost of an amp or KWH remains the same regardless if the DC power drawn is above or below the ordered amount. These direct costs were approved in Illinois Docket 98-0396.

Responding further, AT&T Illinois states that its proposal will result in a cost neutral net effect to AT&T Illinois and a CLEC when that CLEC constantly draws power at the total amount of amps ordered.

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 2.19

Request:

Does SBC consider the 38% average leakage figure cited by Ms. Muellner at page 15 of her Direct Testimony to be a reliable and accurate approximation of the amount of under measurement SBC's power metering units are experiencing? If your answer is other than an unqualified "yes," fully explain your response and produce all documents supporting your answer.

Revised Response:

AT&T Illinois is not using the 38% from Ms. Muellner's study to represent the under measurement of its power metering units. As stated in the direct testimony of Mr. Parker (Exhibit 1.0, Page 15, lines 1-6), AT&T Illinois relies on the 2002 Superior central office study (36% leakage) when estimating its revenue shortfall. This is within the range of the 30% - 50% leakage determined by the Telcordia study. However, the 38% from Ms. Muellner's study, which represents the average of the absolute values of leakage percentages for the twelve measured collocation arrangements listed in Schedule JM-3, supports the Telcordia study results and supports AT&T Illinois' position that significant leakage remains a major concern and results in significant under-recovery of DC power provisioning costs.

In order to calculate an "approximation of the amount of under measurement AT&T Illinois' power metering units are experiencing" one might take a simple average of the twelve measurements from Schedule JM-3 resulting in leakage percentage of 25.27% (see note 1 below), which remains reasonably close to the lower end of the Telcordia study leakage range. However, a simple average may not be an appropriate methodology to use since it ignores the relative amperage on each battery lead from the twelve collocation arrangements (see third column of each table in Schedule JM-3). If one weights each of the twelve percentages by the relative amount of battery current at each collocation arrangement, the average leakage percentage calculates to 47.53% (see note 2 below), which is reasonably close to the upper end of the Telcordia study leakage range.

Note 1: SUM of [67.42 + 90.09 + 0.36 + (-6.67) + 62.62 + 36.53 + 1.40 + 23.04 + 2.09 + 55.27 + (-71.67) + 42.78] = 303.26/12 = **25.27%**

Note 2: SUM of { [(48.5/290.8) x 67.42] + [(69.0/290.8) x 90.09] + [(22.2/290.8) x 0.36] + [(4.2/290.8) x (-6.67)] + [(21.4/290.8) x 62.62] + [(28.8/290.8) x 36.53] + [(12.9/290.8) x 1.40] + [(7.9/290.8) x 23.04] + [(32.6/290.8) x 2.09] + [(9.3/290.8) x 55.27] + [(2.4/290.8) x (-71.67)] + [(31.6/290.8) x 42.78] } =

{11.24 + 21.38 + 0.03 + 4.61 + (-0.10) + 3.62 + 0.06 + 0.63 + 0.23 + 1.77 + (-0.59) + 4.65} = **47.53%**

Revised April 7, 2006

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 2.35

Request:

With reference to the Telcordia study, please produce all documents supporting the calculation or approximation that the error in metering could be about 30%-50% of the measured values.

Response:

The AT&T Illinois documents responsive to this request are the Telcordia Study itself and the calculations made by AT&T Illinois witness Jeanne Muellner which are reported in Schedules JM-2 and JM-3 of her Direct Testimony. Also responsive to this request is an internal email dated March 28, 2002 that AT&T Illinois produced in response to Joint CLEC Data Request 1.2.

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 3.1

Request:

At page 11 of his Rebuttal Testimony, Mr. Smith explains that "AT&T Illinois is willing to maintain existing fuses provided they are no greater than 100% of the capacity of the power cable and provided that the fuse size is not more than 200% of actual usage specified by the CLEC."

a. Is it SBC's position that Part 785.55 requires that fusing can be no more than 200% of the actual draw of DC power, even if the actual usage is (at any given time) less than 50% of the equipment's List 2 drain: Please explain.
b. Did SBC include the above-quoted fusing parameters in its modified proposal because of its belief that "actual usage" is synonymous with the term "maximal operational consumption," as used in Part 785.55? Explain your response.
c. Identify and explain all reasons supporting why the above-quoted fusing parameters are included in SBC's modified proposal.

Response:

(a) AT&T Illinois does not at this time take a position on the interpretation of Rule 785.55(a).

(b) AT&T Illinois does not at this time take a position on the interpretation of Rule 785.55(a).

(c) AT&T Illinois does not at this time take a position on the interpretation of Rule 785.55(a).

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 3.3

Request:

At pages 4-5 of his Rebuttal Testimony, Mr. Smith states, "Mr. Nevels explains that AT&T Illinois has responded to this concern by reducing the minimum to 5 amps for DC power arrangements fused from BDFB, but retains the previous minimum that applies to the much larger power arrangements that are fused directly from the main power board." What would be the minimum charge (in amps) if, due solely to location of the collocation site and the main power board, a collocator's smaller gauge power cables are presently fused directly from the main power board?

Response:

The minimum amp size for power arrangements fed directly from the main power board rather than a Battery Distribution Fuse Bay ("BDFB") is 51 amps. If a CLEC has a power arrangement fed directly from the main power board that is drawing less than 51 amps, it may use the Power Fuse Reduction feature of the tariff to reduce the power arrangement to less than 50 amps. This feature includes "recabling to an AT&T Illinois Battery Distribution Fuse Bay". Proposed Tariff at Paragraph 19.

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 3.4

Request:

SBC's rebuttal testimony states repeatedly that SBC has modified the minimum amp charge from 10 amps to 5 amps per collocation arrangement. If a collocation site has four separately-fused bays (i.e., bays with separate feeds), will the minimum amp charge be 5 amps per bay (feed), or 5 amps per arrangement? Identify the tariff language that supports your response.

Response:

AT&T Illinois' proposed tariff at paragraph 16 states, "the Collocator-Specified Amperage Load is the amount of power, expressed in amperage, that the CLEC specifies as its actual consumption over its power delivery arrangement". (emphasis added) This clarifies that for each power delivery arrangement the minimum amp charge is 5 amps. Therefore, if a collocation site has four separately-fused bays (i.e., bays with separate power feeds), the minimum amp charge for that collocation site will be 20 amps.

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 3.5

Request:

At page 25 of his Rebuttal Testimony, Mr. Nevels states that CLECs may opt to move from the main power board to the BDFB. Who would pay for that move and, if the CLEC will be required to pay any amount for that change, identify the charges by name, tariff section and amount.

Response:

Per AT&T Illinois' Power Fuse Reduction product available pursuant to paragraphs 18, 19, and 20 of the proposed tariff, the only cost to the CLEC when it requests a move from the main power board to a BDFB is a non-recurring per connect order charge of $300.50 for Physical, Caged and Shared, Collocation (ILL. C.C. No. 20, Part 23, Section 4, Sheets 32 and 36 or a non-recurring order charge of $115.26 for Cageless and Virtual Collocation (ILL. C.C. No. 20, Part 23, Section 4,Sheets 37 and 41.

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 3.7 (cont')

Request:

Mr. Smith discusses the possibility of CLECs terminating presently-unused collocation arrangements.

a. Identify all provisions in SBC's tariffs or interconnection agreements that require CLECs to decommission a collocation site if the site becomes unused at any point in time for any reason.
b. Identify all rate elements (charges) that SBC would charge a CLEC to decommission a collocation arrangement.
c. Does SBC agree that a collocator would incur costs (internally or through a vendor) to remove its equipment, return the collocation space to its original condition and complete the decommissioning process?
d. If your answer is other than an unqualified "no," to subpart (c), produce and describe any data, studies, analyses or other documents in SBC's possession quantifying the cost of decommissioning a collocation arrangement.
e. Identify all rate elements (charges) that SBC would charge a CLEC, after it decommissions its collocation space, to obtain collocation anew in the future should its business plans or traffic require the CLEC to collocate in an Illinois wire center.
f. Does SBC agree that a collocator would incur costs (internally or through a vendor) to deliver, place and set up its equipment (in addition to the sums paid to SBC) and otherwise ready the collocation space for operation if the CLEC chooses to collocate anew in the future after it has decommissioned its collocation space?
g. If your answer is other than an unqualified "no," to subpart (f), produce and describe any data, studies, analyses or other documents in SBC's possession quantifying the cost of establishing a collocation arrangement.

Response:

a. Termination provisions are included in ILL.C.C. No. 20; Part 23, Section 4-13(g). Decommissioning provisions are found in AT&T's 13-state Physical Collocation and Virtual Collocation interconnection agreements. In AT&T's 13-state Physical Collocation agreement, provisions are found in Sections 19.1-19.3.9 and 19.6. In AT&T's 13-state Virtual Collocation agreement, provisions are found in Section 11.

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 3.7

b. In the Physical Collocation ICA, Section 19.6 describes the rate elements for complete space discontinuance. In the Virtual Collocation ICA, Section 11 describes the rate elements for complete space discontinuance.

c. AT&T Illinois does not dispute the Qwest assertion set forth above in subpart (c).

d. No such documents are in AT&T Illinois' possession other than the tariff and interconnection agreements, all of which are publicly available.

e. Rates to obtain new collocation arrangement are enumerated in ILL C.C. No. 20; Part 23, Section D - Prices.

f. AT&T Illinois does not dispute the Qwest assertion set forth above in subpart (f).

g. No such documents are in AT&T Illinois' possession other than the tariff and interconnection agreements, all of which are publicly available.

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 3.9

Request:

What are the minimum and maximum fuse sizes that can be placed on the BDFB?

Response:

From a purely technical perspective, there are 1 amp fuses that can be place on a BDFB. Also, a maximum of a 70 amp fuse can be placed on a typical BDFB. AT&T Illinois limits the maximum to 60 amps.

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 3.10

Request:

What are the minimum and maximum fuse sizes that can be placed on the DC powerboard (PBD), main power board or main power board. Also, confirm whether these three terms – all of which are used in SBC's testimony in this case – are intended to refer to the same piece equipment.

Response:

A minimum of a 70 amp fuse and a maximum of a 600 amp fuse is allowed on AT&T Illinois DC power boards.

With regard to terms DC powerboard (PBD), main power board and main power plant, it is AT&T Illinois' understanding that all three of these terms refer to the same central office equipment.

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 3.14

Request:

If a CLEC's fusing is reduced in size in accordance with SBC's modified proposal, and the CLEC subsequently requires SBC to increase the fuse size due to (for example) increased utilization of the equipment on site, identify all charges (by name, tariff section and amount) to be charged by SBC to re-fuse the collocation arrangement.

Response:

Per power delivery arrangement established, pursuant to the Tariff (Ill. C.C. No. 20, Part 23, Section 4), the appropriate current Order Charge rate of $300.50 (physical caged and shared) or $115.26 (cageless & virtual) and the Power Deliver charge of $1,802.03 would apply.

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 3.15

Request:

Identify all steps SBC has taken to assure itself that CLEC collocation equipment warranties will not be voided if, as a result of SBC's modified proposal, SBC reduces the fusing to the CLEC's collocation space to a level lower than the List 2 drain of the collocated equipment.

Response:

AT&T Illinois has no responsibilities with respect to CLEC equipment warranties and has taken no steps to ensure that any warranties are not "voided". Any fuse reduction that occurs as a result of this proceeding will be due to the application of the Commission's rule at Part 785.55(a) of the Illinois Administrative Code, not because AT&T Illinois has required a CLEC to reduce fuse size. A CLEC, not AT&T Illinois, is responsible to see that its CLEC collocation arrangement complies with any requirements of Part 785.55(a).

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 3.16

Request:

At page 28 of his Rebuttal Testimony, Mr. Nevels indicates that "[a]t 100% of the rated capacity of feeder cable (or 200% of actual load amps, whichever is smaller), the CLEC should be able to realize List 2 fusing.

a. Does SBC contend that this will always be true (that the CLEC should be able to realize the List 2 drain) if, due to low demand, the equipment is running at only 5% of maximum capacity? Fully explain your answer.
b. To alleviate this concern, will SBC agree to fuse the CLEC's collocation arrangement at no less than the List 2 drain of the collocated equipment? If not, identify and fully explain all reasons that SBC refuses to do so.

Response:

a. AT&T Illinois contends that the CLEC should be able to realize List 2 drain, but does not rule out the possibility that this may not always be the case in every situation. We do not have in mind, however, any particular circumstance where a CLEC would not be able to realize List 2 fusing.

b. AT&T Illinois is flexible about the fusing arrangement it will provide for CLECs at collocation arrangements, including the arrangement proposed by Qwest in this Data Request. AT&T Illinois is constrained, however, by the parameters of Rule 785.55(a) as defined by the Illinois Commerce Commission.

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 3.17

Request:

Under SBC's fuse reduction offer, if Qwest's fusing is reduced at all 4 bays (each with an individual power feed), will SBC impose the $115.26 fuse reduction (cageless) non-recurring charge one or four times? Identify the tariff provision that supports your response.

Response:

Per Section 20 of the AT&T proposed tariff, Qwest would pay only the service order charge for each power reduction request. Therefore, if Qwest requests to reduce all 4 bays (each with an individual power feed) on the same application request, only one service order charge would be applied. However, if Qwest were to reduce each bay on an individual application request basis, a service order charge will be applied to each request.

Revised January 31, 2006

Illinois Commerce Commission
Docket No. 05-0675
Qwest Communications Corporation Data Request 2.7

Request:

Produce Commonwealth Edison's most recent bill to SBC for each of the following SBC central offices:

a. CHCGILFR
b. CHCGILSU
c. CHCGILWB

Revised Response: AT&T Illinois objects to this Data Request as unduly burdensome and because it does not seek information that is relevant or that will lead to relevant information. AT&T Illinois further states that its current rates for collocation power were approved by the Commission in Docket 98-0396. Responding further, AT&T Illinois states that it pays Commonwealth Edison for power on a per KWH basis. AT&T Illinois further states that Commonwealth Edison does not issue separate bills to AT&T Illinois for the power used by each individual CLEC inside the central office.