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February 6, 2001

Mr. Tom Dorman
Executive Director
Kentucky Public Service Commission
730 Schenkel Lane
Frankfort, Kentucky 40602

Re: Petition by AT&T Communications of the South Central States, Inc. and TCG Ohio for Arbitration of Certain Terms and conditions of a proposed Agreement with BellSouth Telecommunications, Inc. Pursuant to 47 U.S.C. Section 252 Docket No. 2000-465

Dear Mr. Dorman:

Pursuant to the Commission's Order on November 17, 2000, enclosed please find the electronic copies of the Direct Testimony of Jay Bradbury, Greg Follensbee, and Ron Mills on behalf of AT&T in the above-referenced proceeding.

Please note that since AT&T filed its Petition on October 5, 2000, several issues have been deferred to generic proceedings, withdrawn or settled as follows:

Issues 2-3: What are the appropriate performance measurements and enforcement mechanisms that BellSouth should implement? Should BellSouth be required to adopt validation and audit requirements which will enable AT&T to assure the accuracy and reliability of the performance data BellSouth provides to AT&T, and upon which the KPSC will ultimately rely when drawing conclusions about whether BellSouth meets its obligations under the Act? **These two issues are being deferred to a potential performance measurements proceeding.**

- Issue 8: What terms and conditions, and what separate rates if any, should apply for AT&T to gain access to and use BellSouth facilities to serve multi-unit installations? **This issue is being deferred to the generic UNE proceeding (Admin. Case No. 382).**
- Issue 10: What are the appropriate means for BellSouth to provide unbundled local loops for provision of DSL service when such loops are provisioned on digital loop carrier facilities? **This issue is being withdrawn by AT&T.**
- Issue 11: That coordinated cutover process should be implemented to ensure accurate, reliable and timely cutovers when a customer changes local service from BellSouth to AT&T? **This issue was settled by the parties.**
- Issue 12: When a local call originates on the facilities of a CLEC and terminates to an AT&T customer served by a loop/port combination purchased by AT&T from BellSouth, who is responsible for paying for each element of the networks used to place and complete the call and which party, if any, is entitled to collect reciprocal compensation for the call? **This issue was settled by the parties.**
- Issue 14: What are the appropriate intervals for the delivery of collocation space to AT&T? **This issue was settled by the parties.**
- Issue 15: When AT&T and BellSouth have adjoining facilities in a building outside BellSouth's central office, should AT&T be able to purchase cross connect facilities to connect to BellSouth or other CLEC networks without having to collocate in BellSouth's portion of the building? **This issue is being withdrawn by AT&T.**
- Issue 17: Unless otherwise specified, where Attachment 4 regarding collocation refers to days, should those days be calendar days or business days? **This issue was settled by the parties.**
- Issue 20: May the Interconnection Agreement contain conditions on the purchase of any BellSouth exchange? **This issue is being withdrawn by AT&T.**
- Issue 25: Should AT&T be allowed to share the spectrum on a local loop for voice and data when AT&T purchases a loop/port combination? If so, what are the appropriate rates, terms, and conditions for network equipment provided by BellSouth to AT&T? **This issue is being withdrawn by AT&T.**
- Issue 26: What are the appropriate rates and charges for unbundled network elements and combinations of network elements? **This issue was deferred to the generic UNE proceeding (Admin. Case No. 382).**

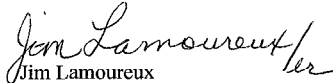
Issue 27: Should AT&T be required to pay BellSouth costs it incurs for any order that AT&T modifies or cancels? **This issue was settled by the parties.**

Consequently, the Commission need not consider or resolve any of the withdrawn or settled issues. With respect to the withdrawn issues, AT&T withdraws each issue at this time but without prejudice to any further consideration of those issues in any future proceeding by the Commission should AT&T endeavor to negotiate any such issues with BellSouth. Additionally, because the settled issues have been recently settled, AT&T has not had an opportunity to isolate and update its proposed interconnection agreement language to reflect the new negotiated language. The language for all disputed items remains the same as originally filed. AT&T plans to update the interconnection agreement language to include best and final offer language, and will file with the Commission as soon as possible. In the meantime, enclosed is a copy of AT&T's Revised Matrix, reflecting the deferred, withdrawn and settled issues.

This electronic filing is a true representation of the original documents prepared in this case. Also attached is a document entitled "index.pdf," which lists all documents attached to this electronic filing. The original and three copies are being overnighted to the Commission.

If you have questions, please call me. Thank you for your attention to this matter.

Respectfully Submitted,


Jim Lamoureux
Senior Attorney

cc: All parties of record