

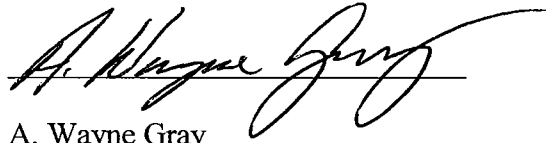
AFFIDAVIT

STATE OF GEORGIA

COUNTY OF FULTON

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared A. Wayne Gray, who, being by me first duly sworn deposed and said that:

He is appearing as a witness before the Kentucky Public Service Commission in Case No. 2003-00379, Review of Federal Communications Commission's Triennial Review Order Regarding Unbundling Requirements for Individual Network Elements, and if present before the Commission and duly sworn, his rebuttal testimony would be set forth in the annexed testimony consisting of 24 pages and 0 exhibits.


A. Wayne Gray

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 26th DAY OF MARCH, 2004

 Notary Public

Evelyn Parks Peters
Notary Public, Newton County, Georgia
My Commission Expires May 12, 2007

1 BELL SOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF A. WAYNE GRAY
3 BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION
4 DOCKET NO. 2003-00379
5 MARCH 31, 2004
6
7

8 Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND YOUR
9 POSITION WITH BELL SOUTH TELECOMMUNICATIONS, INC.
10 ("BELL SOUTH").

11
12 A. My name is A. Wayne Gray. My business address is 675 West Peachtree Street,
13 Atlanta, Georgia 30375. My title is Director – Regional Planning and Engineering
14 Center in BellSouth's Network Planning and Support organization.

15
16 Q. ARE YOU THE SAME A. WAYNE GRAY WHO PREVIOUSLY FILED DIRECT
17 TESTIMONY IN THIS DOCKET ON FEBRUARY 11, 2004?

18
19 A. Yes.
20

21 Q. ARE YOU RESPONSIBLE FOR ENSURING THAT BELL SOUTH PROVISIONS
22 COLLOCATION ARRANGEMENTS ON A TIMELY BASIS?

23
24 A. Yes. I am responsible for ensuring that BellSouth provisions collocation
25 arrangements in the timeframes required by state commissions, including the

1 Kentucky Public Service Commission (“Commission”), and BellSouth’s
2 interconnection agreements.

3
4 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

5
6 A. My testimony rebuts portions of the direct testimony of MCI witness James D.
7 Webber and AT&T witnesses Jay M. Bradbury and Mark Van de Water. These
8 witnesses allege that competitive carriers are “impaired” as a result of issues
9 regarding collocation in BellSouth’s central offices. Such allegations are not true.
10 As an initial matter, the only collocation issue that the Federal Communications
11 Commission (“FCC”) directed the states to consider in assessing impairment is
12 “whether a lack of sufficient collocation space gives rise to impairment in [a]
13 market.” TRO ¶ 472. As set forth in my direct testimony, the availability of
14 sufficient collocation space in BellSouth’s Kentucky central offices is not a
15 problem and certainly does not give rise to impairment. Notably, none of the
16 Competitive Local Exchange Carrier (“CLEC”) witnesses cite even a single
17 instance of an alleged space availability issue. Moreover, BellSouth has
18 consistently achieved excellent results with respect to the collocation
19 performance measurements established by this Commission, as discussed in
20 greater detail in the testimony of BellSouth witness Alphonso Varner.

21
22 Q. ALL PARTIES HAVE DIRECTED THIS COMMISSION TO VARIOUS
23 PORTIONS OF THE TRO AND THE RULES IN SUPPORT OF THEIR
24 POSITIONS IN THEIR DIRECT TESTIMONY. WHAT IS THE IMPACT OF THE

1 D.C. CIRCUIT COURT OF APPEALS ORDER ON THE TRO IN THIS
2 PROCEEDING?

3
4 A. Currently the impact of the DC Circuit Court's opinion is unclear. At the time of
5 filing this testimony, the DC Court had vacated large portions of the rules
6 promulgated as a result of the TRO, but stayed the effective date of the opinion
7 for at least sixty days. Therefore my understanding is that the TRO remains
8 intact for now, but its content, and the rules adopted thereto, must be suspect in
9 light of the court's harsh condemnation of large portions of the order.
10 Accordingly, BellSouth will reserve judgment, and the right to supplement its
11 testimony as circumstances dictate, with regard to the ultimate impact of the DC
12 Court's order on this case.

13
14 **Testimony of MCI Witness James D. Webber**

15 Q. ON PAGE 11, MR. WEBBER ALLEGES THAT "WITHOUT COLLOCATION OR
16 SOME OTHER METHOD OF PHYSICALLY ACCESSING CUSTOMER LOOPS,
17 SUCH AS EELS. . . , MCI CANNOT OFFER SERVICES TO MOST OF ITS
18 CURRENT, OR EMBEDDED, BASE OF CUSTOMERS ABSENT ACCESS TO
19 UNBUNDLED LOCAL SWITCHING. DOES BELLSOUTH CURRENTLY HAVE
20 SPACE AVAILABLE FOR COLLOCATION IN ITS KENTUCKY CENTRAL
21 OFFICES?

22
23 A. Yes. As I testified in my direct testimony, collocation space is currently available
24 in all of BellSouth's central offices in Kentucky. If MCI needs collocation space in
25 any of BellSouth's central offices or wire centers in Kentucky, BellSouth is

1 committed to working closely with MCI to provide whatever collocation space
2 MCI may need to serve its mass market customers.

3
4 Q. IN REGARD TO ENHANCED EXTENDED LINKS (“EELS”), CAN MCI ORDER
5 EELS TODAY AND USE THESE EELS TO CONVERT ITS EMBEDDED UNE-P
6 CUSTOMER BASE TO UNE-L?

7
8 A. Yes. MCI can order a UNE-L and DS0 transport service as an EEL from its
9 collocation space in one central office to its collocation space in another central
10 office or to its own Point of Presence (“POP”) or switch today.

11
12 Q. IS THE FACT THAT MCI HAS CHOSEN NOT TO COLLOCATE IN ALL OF
13 BELL SOUTH’S CENTRAL OFFICES IN KENTUCKY OR REQUEST EELS TO
14 SERVE ITS MASS MARKET CUSTOMERS RELEVANT IN THIS
15 COMMISSION’S DETERMINATION OF COLLOCATION IMPAIRMENT?

16
17 A. No. MCI has made a choice not to collocate in all of the BellSouth central offices
18 in Kentucky, which serve its UNE Platform (“UNE-P”) customers. Furthermore, it
19 appears that MCI has not ordered any EELs to serve these same customers.
20 However, in the context of this proceeding, these facts are irrelevant. MCI has
21 had, and will continue to have, very little incentive to collocate its equipment in
22 these other central offices or request EELs from BellSouth, as long as BellSouth
23 is required to provide unbundled local switching and UNE-P.

24

1 Q. AT THE BOTTOM OF PAGE 44, MR. WEBBER ARGUES THAT BECAUSE
2 CLECS HAVE TO COLLOCATE THEY ARE “BY DEFINITION -
3 DISADVANTAGED AND THEREFORE POTENTIALLY IMPAIRED.” DO YOU
4 AGREE?

5

6 A. No. As I stated above, the only question regarding collocation that is relevant
7 under the impairment analysis set out by the FCC in its Triennial Review Order is
8 whether a lack of sufficient collocation space gives rise to impairment in a
9 particular market. There is no dispute that collocation space is currently
10 available in all of BellSouth’s central offices in Kentucky.

11

12 Q. ON PAGE 45, MR. WEBBER INDICATES THAT MCI IS NOT COLLOCATED IN
13 ENOUGH OFFICES TO SERVE ITS UNE-P MASS MARKET CUSTOMER
14 BASE. PLEASE COMMENT.

15

16 A. That MCI is not currently collocated in all of the BellSouth central offices that
17 serve MCI’s UNE-P customers is irrelevant. Collocation space is available in
18 Kentucky and BellSouth is ready to provide whatever collocation space MCI may
19 require in Kentucky to serve its mass market customers.

20

21 Q. ON PAGE 46, MR. WEBBER SPECULATES, WITHOUT ANY EVIDENCE, THAT
22 IT IS “UNCLEAR WHETHER THE CLECS AS A WHOLE WILL BE ABLE TO
23 OBTAIN COLLOCATION ARRANGEMENTS IN CONJUNCTION WITH THE
24 NECESSARY TRANSPORT FACILITIES ON A TIMELY BASIS.” IS HIS
25 UNSUBSTANTIATED SPECULATION CORRECT?

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A. Absolutely not. Mr. Webber does not provide a single instance when MCI has been unable to obtain collocation in a timely manner. Pursuant to the Service Quality Measurement (SQM) plan this Commission adopted, BellSouth is measured every month on the time it takes to respond to all CLEC collocation applications (C-1 Measurement), the time it takes BellSouth to provision a collocation arrangement (C-2 Measurement), and the percentage of collocation provisioning interval due dates missed by BellSouth (C-3 Measurement). BellSouth's performance under the Commission's collocation measures has been uniformly superb and BellSouth is committed to devoting the resources necessary to continue meeting the intervals prescribed by this Commission.

Q. HAS BELLSOUTH EVER MISSED ANY OF ITS COLLOCATION PROVISIONING INTERVALS IN KENTUCKY?

A. No. BellSouth's goal is to complete the provisioning of collocation space as quickly as possible. Moreover, a CLEC may request permission to occupy its requested collocation space and BellSouth will not unreasonably withhold its permission, prior to the completion of the space preparation activities being performed by BellSouth. This would enable the CLEC to install its equipment and facilities at the same time that BellSouth is completing its work activities to prepare the space in accordance with the CLEC's specifications.

Q. AT THE BOTTOM OF PAGE 46, MR. WEBBER SPECULATES THAT EVEN IF CLECS WERE TO OBTAIN COLLOCATION, "IT IS NOT UNCOMMON TO

1 EXPERIENCE SIGNIFICANT DELAYS BEFORE GAINING ACCESS TO THE
2 REQUESTED ARRANGEMENTS.” IS HE CORRECT?

3
4 A. No. BellSouth is not aware of any CLEC that has been unable to access its
5 collocation arrangement pursuant to the terms and conditions contained in the
6 CLEC’s interconnection agreement and Mr. Webber cites no evidence to support
7 his assertion to the contrary.

8
9 BellSouth does have certain security access requirements that the CLEC must
10 comply with, including certification that its employees and vendors have
11 completed security training and meet certain security requirements, in order to
12 gain access to a specific central office. However, once the CLEC has met these
13 requirements, there would be no reason for a CLEC to be denied access to the
14 central office in which its collocation arrangement is located. If the CLEC fails to
15 comply with the security requirements, then the CLEC has the right to request a
16 BellSouth Security Escort, which will be coordinated and scheduled with the
17 CLEC before the CLEC is permitted access into the requested central office.

18
19 **Testimony of AT&T Witness Jay M. Bradbury**

20 Q. ON PAGE 8, MR. BRADBURY STATES THAT “CLEC BACKHAUL COSTS
21 INCLUDE THE NON-RECURRING COSTS NECESSARY TO ESTABLISH A
22 COLLOCATION ARRANGEMENT IN EVERY ILEC WIRE CENTER IN WHICH
23 THE CLEC WISHES TO OFFER MASS MARKET SERVICES.” PLEASE
24 COMMENT.

1 A. Mr. Bradbury is wrong. It is not necessary for a CLEC to collocate in every
2 central office in which it wishes to offer mass market services. The CLEC can
3 purchase from BellSouth an enhanced extended link (“EEL”), which is the
4 combination of a local loop and interoffice transport to a wire center where the
5 CLEC’s switch is collocated. BellSouth also offers an assembly point product,
6 which allows CLECs to combine UNEs in a specific central office, without the
7 necessity for the CLEC to collocate in that office.

8
9 With respect to the rates a CLEC incurs for collocation, this Commission
10 established those rates in previous proceedings. Any complaint that AT&T may
11 have about the Commission-approved rates should be raised in the next cost
12 proceeding and certainly does not constitute any grounds for a finding of
13 impairment.

14
15 Q. AT THE BOTTOM OF PAGE 19 AND TOP OF PAGE 20, MR. BRADBURY
16 STATES THAT “THE FCC’S RULES DO NOT PERMIT A CLEC TO PLACE A
17 CIRCUIT SWITCH IN A COLLOCATION” AND THEN QUOTES FROM 47
18 C.F.R. §51.323 AS SUPPORT. IS HE CORRECT?

19
20 A. No. 47 C.F.R. § 51.323(b) states:
21
22 An incumbent LEC shall permit the collocation and use of any
23 equipment necessary for interconnection or access to unbundled
24 network elements.
25

1 The FCC goes on to clarify the above statement in subsections (b)(1) – (3) of the
2 Rule as follows:

3
4 (1) Equipment is necessary for interconnection if an inability to
5 deploy that equipment would, as a practical, economic, or
6 operational matter, preclude the requesting carrier from
7 obtaining interconnection with the incumbent LEC at a level
8 equal in quality to that which the incumbent obtains within its
9 own network or the incumbent provides to any affiliate,
10 subsidiary, or other party.

11
12 (2) Equipment is necessary for access to an unbundled network
13 element if an inability to deploy that equipment would, as a
14 practical, economic, or operational matter, preclude the
15 requesting carrier from obtaining nondiscriminatory access
16 to that unbundled network element, including any of its
17 features, functions, or capabilities.

18
19 (3) Multi-functional equipment shall be deemed necessary for
20 interconnection or access to an unbundled network element if
21 and only if the primary purpose and function of the equipment,
22 as the requesting carrier seeks to deploy it, meets either or
23 both of the standards set forth in paragraphs (b)(1) and (b)(2)
24 of this section. For a piece of equipment to be utilized primarily
25 to obtain equal in quality interconnection or nondiscriminatory

1 access to one or more unbundled network elements, there also
2 must be a logical nexus between the additional functions the
3 equipment would perform and the telecommunication services
4 the requesting carrier seeks to provide to its customers by
5 means of the interconnection or unbundled network element.
6 The collocation of those functions of the equipment that, as
7 stand-alone functions, do not meet either of the standards set
8 forth in paragraphs (b)(1) and (b)(2) of this section must not
9 cause the equipment to significantly increase the burden on the
10 incumbent's property.

11
12 Q. DO THE FCC'S RULES PRECLUDE A CLEC FROM PLACING A CIRCUIT
13 SWITCH IN A COLLOCATION ARRANGEMENT?

14
15 A. No, so long as the circuit switch is being used for the purpose(s) of
16 interconnecting and/or accessing unbundled network elements in the provision of
17 telecommunications services.

18
19 Q. DOES BELLSOUTH PERMIT CLECS TO PLACE CIRCUIT SWITCHES IN
20 COLLOCATION SPACE?

21
22 A. Yes, as long as the CLEC is utilizing the circuit switch **primarily** for the purposes
23 of interconnection and/or access to unbundled network elements in the provision
24 of telecommunications services to its customers.

1 Q. ON PAGE 24, MR. BRADBURY APPEARS TO IMPLY THAT SUFFICIENT
2 COLLOCATION SPACE DOES NOT EXIST IN THE ILEC'S CENTRAL
3 OFFICES. IS HIS ASSESSMENT ACCURATE?
4

5 A. No. While BellSouth cannot speak on behalf of the other ILECs in Kentucky, as I
6 testified above, collocation space is available in every BellSouth central office in
7 Kentucky.
8

9 Q. ON PAGE 25, MR. BRADBURY STATES THAT "THE COLLOCATION POWER
10 CHARGES ARE DRIVEN BY THE CHARGES FOR REDUNDANT POWER
11 FEEDS (SIZED FOR THE MAXIMUM DEMAND IN THE COLLOCATION) AND
12 THE NECESSARY HVAC FOR THE COLLOCATED EQUIPMENT." IS HE
13 CORRECT?
14

15 A. Only partially. Mr. Bradbury is correct that the collocation power charges are
16 driven by the charges for redundant power feeds ("A and B" power cable feeds).
17 However, he is not correct in his statement that collocation power charges are
18 driven by the necessary HVAC for the collocated equipment. BellSouth's DC
19 power charges do not include any HVAC costs associated with collocation.
20 These costs are recovered in the monthly Floor Space Charges paid by the
21 CLECs to BellSouth, not in the DC Power charges.
22

23 Q. ON PAGE 25, MR. BRADBURY COMPLAINS THAT "THE AVERAGE COST OF
24 COLLOCATION . . . MAY BECOME PROHIBITIVE, BECAUSE THE
25 EQUIPMENT DEPLOYED ACTUALLY REQUIRES SUBSTANTIALLY LESS

1 SPACE AND/OR POWER THAN THE MINIMUM SPACE REQUIRED OR
2 POWER CHARGED FOR BY THE ILEC.” IS HIS ASSESSMENT ACCURATE?

3
4 A. No. Mr. Bradbury’s complaint is mere speculation and is not supported by any
5 facts. Furthermore, in regard to Mr. Bradbury’s allegation regarding minimum
6 space requirements, BellSouth permits CLECs to request cageless collocation
7 space in increments as small as that required for a single bay or rack of
8 equipment. For caged collocation space, BellSouth recently reduced its minimum
9 requirement from 100 square feet to 50 square feet. Additional increments of 50
10 square feet for caged collocation will continue to be allowed.

11
12 Q. FINALLY, MR. BRADBURY STATES THAT “THE INCUMBENT SOMETIMES
13 APPLIES LARGE UP-FRONT ONE-TIME CHARGES FOR THE COLLOCATION
14 APPLICATION, CAGE ENGINEERING (WHETHER FOR SPACE OR POWER)
15 OR ADMINISTRATIVE FEES (SUCH AS PROJECT MANAGEMENT, SPACE
16 AVAILABILITY REPORTS, ETC.).” IS HE CORRECT?

17
18 A. No. As an initial matter, BellSouth’s collocation rates have been established by
19 this Commission. Non-recurring charges allow BellSouth to recover the one-time
20 costs it incurs to provision collocation space for the CLEC. BellSouth’s Initial
21 Application Fee of \$3,773.54 covers BellSouth’s nonrecurring costs associated
22 with the CLEC’s submission of an initial application or service inquiry requesting
23 a specific collocation arrangement. This fee includes the following work activities
24 performed by BellSouth’s employees and suppliers: reviewing the initial
25 application and collocation agreement, gathering, preparing and distributing

1 BellSouth's application response to the customer, processing the application fee,
2 setting up billing account information, coordinating meetings with the appropriate
3 work groups, developing a project timeline, resolving any Network issues,
4 reviewing power capacity requirements to ensure that adequate capacity is
5 available, determining the availability of duct space, researching options for the
6 point of interconnection, reviewing the facility requested, entering tracking data
7 and the associated work request(s), reviewing the application for space, power,
8 and cabling requirements, performing a site visit to verify space availability and
9 inspecting space conditions, coordinating space selection, preparation, cable and
10 power requirements, and performing a central office survey and cost estimate for
11 the CLEC.

12
13 Q. DOES BELLSOUTH APPLY LARGE UP-FRONT ONE-TIME CHARGES FOR
14 "CAGE ENGINEERING (WHETHER FOR SPACE OR POWER)" AS MR.
15 BRADBURY ALLEGES?

16
17 A. No. BellSouth does not assess one-time (nonrecurring) charges for the floor
18 space associated with a caged collocation arrangement, the central office and
19 common system modifications required to accommodate caged collocation
20 space, or the amount of DC power requested by the CLEC. The fees to recover
21 those costs are all billed as monthly recurring charges.

22
23 Q. WHAT DOES BELLSOUTH CHARGE FOR ADMINISTRATIVE FEES (SUCH AS
24 PROJECT MANAGEMENT, SPACE AVAILABILITY REPORTS, ETC.)?
25

1 A. "Administrative fees" (such as project management fees) are included in
2 BellSouth's Initial Application Fee (which is described above) or in the Firm Order
3 Processing fee (\$1,206.07), which includes the nonrecurring costs associated
4 with BellSouth's receipt, review, and processing of a collocation Bona Fide Firm
5 Order. These costs include processing payments, distributing information to
6 various work groups, scheduling meetings internally and externally, and
7 establishing and monitoring project critical dates.

8
9 BellSouth only bills a CLEC for a Space Availability Report when a CLEC
10 requests that BellSouth prepare this report for a specific central office. The
11 CLEC is not billed for this report until after BellSouth has provided the requested
12 report to the CLEC. To my knowledge, AT&T has never requested a Space
13 Availability Report for any central office in the BellSouth Region

14

15 **Testimony of AT&T Witness Mark Van de Water**

16 Q. ON PAGE 48, MR. VAN DE WATER CITES PARAGRAPH 514 OF THE FCC'S
17 TRO AS REQUIRING BELLSOUTH TO "PROVIDE" CROSS-CONNECTIONS
18 BETWEEN THE FACILITIES OF TWO CLECS (emphasis in original). WHAT
19 ARE THE FCC'S RULES REGARDING BELLSOUTH'S OBLIGATION TO
20 "PROVIDE" CO-CARRIER CROSS-CONNECTIONS?

21

22 A. 47 C.F.R. § 51.323(b)(h) states:

23

24 (h) As described in paragraphs (1) and (2) of this section, an
25 incumbent LEC shall permit a collocating telecommunications

1 carrier to interconnect its network with that of another
2 collocating telecommunications carrier at the incumbent LEC's
3 premises and to connect its collocated equipment to the
4 collocated equipment of another telecommunications carrier
5 within the same premises, provided that the collocated
6 equipment is also used for interconnection with the incumbent
7 LEC or for access to the incumbent LEC's unbundled network
8 elements.

9
10 (1) An incumbent LEC shall provide, at the request of a
11 collocating telecommunications carrier, a connection between
12 the equipment in the collocated spaces of two or more
13 telecommunications carriers, ***except to the extent the***
14 ***incumbent LEC permits the collocating parties to provide***
15 ***the requested connection for themselves or a connection is***
16 ***not required under paragraph (h)(2) of this section.*** Where
17 technically feasible, the incumbent LEC shall provide the
18 connection using copper, dark fiber, lit fiber, or other
19 transmission medium, as requested by the collocating
20 telecommunications carrier. (emphasis added)

21
22 ***(2) An incumbent LEC is not required to provide a***
23 ***connection between the equipment in the collocated spaces***
24 ***of two or more telecommunications carriers if the***
25 ***connection is requested pursuant to section 201 of the Act,***

1 ***unless the requesting carrier submits to the incumbent LEC***
2 ***a certification that more than 10 percent of the amount of***
3 ***traffic to be transmitted through the connection will be***
4 ***interstate.*** The incumbent LEC cannot refuse to accept the
5 certification, but instead must provision the service promptly. Any
6 incumbent LEC may file a section 208 complaint with the
7 Commission challenging the certification if it believes that the
8 certification is deficient. No such certification is required for a
9 request for such connection under section 251 of the Act.
10 (emphasis added)

11
12
13 Q. DOES BELLSOUTH COMPLY WITH THE FCC'S RULES?

14
15 A. Yes. BellSouth permits collocated CLECs to provision the necessary Co-Carrier
16 Cross Connects ("CCXCs") themselves, in compliance with 47 C.F.R. §
17 51.323(b)(h)(1).

18
19 Q. WHAT ABOUT THE FCC'S REQUIREMENT UNDER 47 C.F.R. §51.323
20 (b)(h)(2)? HAS BELLSOUTH FILED A SECTION 201 CCXC OFFERING IN ITS
21 FCC TARIFF NO. 1?

22
23 A. Yes. BellSouth recently filed its Section 201 CCXC tariff offering in the BellSouth
24 Tariff FCC No. 1, as required by 47 C.F.R. § 51.323(b)(h)(2). In order to
25 differentiate the tariff offering, CCXCs offered pursuant to the tariff are called

1 "Intra-Office Collocation Cross Connects" in the tariff. This tariff is in effect, so
2 AT&T and other CLECs can place orders pursuant to the Section 201 tariff
3 offering. However, as the FCC has stated in its rules, any CLEC that orders this
4 product must certify that more than 10% of the traffic transmitted over this intra-
5 office cross connection will be interstate.

6
7 Q. ON PAGES 50 - 54, MR. VAN DE WATER COMPLAINS ABOUT BELLSOUTH'S
8 POLICY REGARDING THE USE OF MULTIPLE COMPANY CODES TO PLACE
9 ORDERS TO COLLOCATION ARRANGEMENTS. WHAT IS BELLSOUTH'S
10 UNDERSTANDING OF THIS ISSUE?

11
12 A. BellSouth understands that this issue arises due to AT&T's use of multiple
13 company codes. AT&T is complaining that one AT&T entity cannot place orders
14 on behalf of another AT&T entity for services that it wishes to originate or
15 terminate to the second AT&T entity's collocation space. What has happened is
16 that AT&T has established its collocation sites using the Access Customer Name
17 Abbreviation ("ACNA") "ATX" (for AT&T), but is placing service requests to these
18 sites using the ACNA "TPM" for Teleport Communications Group or "FIM" for
19 North Point (both of which AT&T acquired). In other words, AT&T wishes to
20 permit those entities it has acquired over the years, and which have different
21 ACNAs, to place orders to the collocation sites that belong to the ACNA "ATX"
22 for AT&T. When AT&T orders collocation space from BellSouth, the collocation
23 "address" is built into the cable and pair identification records using the ACNA of
24 the ordering CLEC. It is BellSouth's policy not to accept assignments from
25 CLECs other than the owner of the collocation space in order to protect a

1 CLEC's assets/property. Therefore, BellSouth's ordering and provisioning
2 systems are designed to prevent unauthorized assignment of its customers'
3 collocation assets.

4
5 Q. ON PAGE 50, MR. VAN DE WATER ARGUES THAT "BELLSOUTH'S
6 POLICIES, PRACTICES, AND SYSTEMS EFFECTIVELY PREVENT A CLEC
7 FROM BEING ABLE TO ORDER A LOOP FROM BELLSOUTH AND
8 SWITCHING FROM ANOTHER CLEC." IS THIS TRUE?

9
10 A. No. BellSouth's policies, practices, and systems do not prohibit a CLEC from
11 ordering a UNE loop from BellSouth and the switching function from another
12 CLEC, except when the CLEC is requesting that a DS0 UNE loop be provided to
13 another CLEC's collocation space.

14
15 Q. IN SUPPORT OF HIS ARGUMENT, MR. VAN DE WATER ALLEGES "IF AT&T
16 WERE TO SUBMIT A SERVICE REQUEST TO PURCHASE A LOOP FROM
17 BELLSOUTH AND DELIVER IT TO ANOTHER CLEC'S COLLOCATION,
18 BELLSOUTH'S SYSTEMS COULD NOT PROCESS THE ORDER." PLEASE
19 COMMENT.

20
21 A. If AT&T were trying to order a UNE loop at a DS0 level to terminate to another
22 CLEC's collocation space, BellSouth's ordering system would reject the order for
23 manual intervention for the reasons described above, because AT&T's ACNA
24 and the receiving CLEC's ACNA would be different. BellSouth's billing systems
25 cannot process a LSR at the DS0 (2-wire or 4-wire) level of service for the

1 connection of a local loop to another CLEC's collocation space, because the
2 collocation "address" is built into the cable and pair identification records using
3 the ACNA of the ordering CLEC. This requirement has been in place from the
4 initial implementation of BellSouth's ordering system for all DS0 level services.
5 If AT&T wished to place an order for transport to another CLEC's collocation
6 space, at a DS1 or higher level of service, and the receiving carrier had provided
7 AT&T with the appropriate terminating Connecting Facility Assignment ("CFA")
8 and a Letter of Authorization ("LOA") indicating its permission for AT&T to
9 terminate its transport into the receiving CLEC's collocation space, then
10 BellSouth could process the order through its ordering system as requested by
11 AT&T. It should be noted that AT&T would be the party billed for the service and
12 would be responsible for requesting the appropriate cross connection, by service
13 type (DS1, DS3, 2-fiber, or 4-fiber). If the service requested by AT&T was for the
14 termination of UNE transport into another CLEC's collocation space, then the
15 associated cross-connects would be those contained in AT&T's interconnection
16 agreement. If AT&T ordered its transport service from the tariff, then the
17 appropriate cross-connects contained in the associated tariff would apply.

18
19 Q. IN LIGHT OF THE ORDERING SYSTEM ISSUE IDENTIFIED ABOVE, HOW
20 COULD A CLEC ACHIEVE ITS DESIRE TO PLACE AN ORDER FOR A DS0
21 LOOP FROM BELL SOUTH AND WHOLESALE SWITCHING FROM ANOTHER
22 CLEC?

23
24 A. The most effective means for AT&T to eliminate this problem is to use
25 BellSouth's "Transfer of Ownership" process to convert all of its collocation sites

1 to one common ACNA, presumably the "ATX" ACNA. This would eliminate
2 AT&T's concern and there would be no further fall-out of AT&T's orders in
3 BellSouth's ordering and provisioning systems resulting from the use of multiple
4 ACNAs.

5
6 Another option would be for the ordering CLEC (in this case, AT&T) to request a
7 DS0 loop into its collocation space and then place a co-carrier cross connection
8 ("CCXC") between its collocation space and that of the receiving CLEC, if both
9 CLECs have collocation space in the same central office. This would allow the
10 ordering CLEC and the receiving CLEC to directly exchange their traffic in the
11 same central office, without any intervention by BellSouth.

12
13 Finally, AT&T could use a "Guest/Host" collocation arrangement to establish a
14 guest presence in the central office for which AT&T wished to order services.
15 Under the "Guest/Host" arrangement, each Guest is assigned a unique Access
16 Carrier Terminal Location ("ACTL") and specific CFAs within the caged
17 collocation space. Using the Guest/Host scenario, for illustrative purposes,
18 suppose that AT&T is trying to order wholesale switching from MCI. This
19 arrangement would be made possible through the following steps: First, MCI (or
20 the "Host" in this scenario) would submit a Collocation Augment Application to
21 BellSouth, pursuant to its interconnection agreement, and a LOA for the new
22 entity, AT&T (the "Guest" in this scenario). With a Guest/Host arrangement, if
23 the Augment Application requests that MCI's existing CFAs be converted to the
24 new ACTL for AT&T, then BellSouth will perform the work to make the necessary
25 changes in BellSouth's cable and pair assignments and update its facility

1 assignment databases. As soon as BellSouth has completed the migration of
2 these CFAs to reflect the assignment of these CFAs to AT&T, then MCI will be
3 notified that BellSouth can accept orders from AT&T. If the Augment Application
4 submitted by MCI requests that new CFA facilities be provisioned under ATT's
5 ACTL, then BellSouth will perform the work necessary to complete the
6 assignment of the new CFAs and will then accept orders directly from AT&T
7 using these new CFAs.

8
9 Q. AT THE TOP OF PAGE 56, MR. VAN DE WATER STATES THAT "IF
10 UNBUNDLED LOCAL SWITCHING IS NO LONGER AVAILABLE TO
11 COMPETITORS, ALL COMPETITORS WILL HAVE TO INSTALL THEIR OWN
12 FACILITIES IN COLLOCATION SPACE." IS THIS TRUE?

13
14 A. It depends. If a CLEC already has sufficient collocation space in the central
15 offices that serve its mass market customers, then there would be no need for
16 the CLEC to augment its existing space. However, if the CLEC does not have
17 collocation space in a particular central office or does not have sufficient space in
18 a particular central office to serve its mass market customers, then the CLEC
19 must request a new collocation arrangement, augment an existing collocation
20 arrangement or use EELs to reach these customers.

21
22 In those instances in which a CLEC does not currently have the necessary
23 collocated facilities and network equipment in place to support the migration of its
24 embedded base of UNE-P customers, the CLEC may request new or additional
25 collocation space for the placement of its network equipment to achieve the

1 migration of its UNE-P customers to UNE-L. Pursuant to this request, BellSouth
2 would complete any such request for collocation space within the Commission-
3 ordered provisioning intervals (which are dependent upon the type of collocation
4 space requested – i.e., virtual, caged or cageless) or pay substantial penalties for
5 missing these intervals. As soon as BellSouth receives an order for collocation
6 space from a CLEC, BellSouth begins preparing the space to meet the particular
7 specifications requested by the CLEC. In addition, the CLEC can request
8 permission to occupy the requested space prior to BellSouth’s completion of the
9 space provisioning.

10
11 Q. IS THERE ANY OTHER TYPE OF ARRANGEMENT, BESIDES COLLOCATION,
12 THAT CAN BE USED BY A CLEC TO REACH ITS CUSTOMERS IF
13 UNBUNDLED LOCAL SWITCHING IS ELIMINATED?

14
15 A. Yes. As I stated above, a CLEC may also order EELs from its end user at the
16 DS0 level (which may or may not terminate into the CLEC’s collocation space) to
17 its switch, POP or other designated location as a means of converting its
18 embedded UNE-P base to UNE-L service. The DS0 transport piece of the EEL
19 may terminate to the CLEC’s collocation space or it may terminate directly at the
20 CLEC’s POP.

21
22 Q. MR. VAN DE WATER IMPLIES THAT BELL SOUTH MAY NOT BE ABLE TO
23 ACCOMMODATE A “DRAMATIC” INCREASE IN COLLOCATION SPACE IF
24 UNBUNDLED LOCAL SWITCHING IS NO LONGER AVAILABLE TO CLECS?
25 PLEASE COMMENT.

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A. Mr. Van de Water's testimony on this point is nothing more than speculation. Mr. Van de Water cites no facts to support his suggestion that BellSouth is not equipped to handle the processing of the increased collocation applications it might receive in the future. Furthermore, Mr. Van de Water fails to consider that if the number of collocation applications received by BellSouth significantly increases, so there becomes a need for BellSouth to increase its current staffing levels, BellSouth is prepared to do so. Also, BellSouth is continually analyzing and updating its electronic ordering system, called the e.App system, for the processing of collocation applications to ensure that BellSouth uses the most efficient means of processing all requested applications.

Q. MR. VAN DE WATER SPECULATES THAT "THE INTERVAL TO OBTAIN AND BUILD OUT COLLOCATION SPACE LIKELY WILL INCREASE." DO YOU AGREE?

A. Absolutely not. As demonstrated in BellSouth witness Al Varner's testimony, BellSouth's current performance clearly shows that BellSouth is extremely committed to providing carriers with collocation space in its central offices as quickly as possible and in accordance with the provisioning intervals ordered by this Commission. Mr. Van de Water implies that this will change if BellSouth experiences an increase in the number of collocation applications it receives, which Mr. Van de Water is assuming will be significantly greater than the number of current applications being processed by BellSouth today. Mr. Van de Water neglects to mention, however, that if BellSouth fails to meet the performance

1 standards ordered by this Commission, BellSouth must pay SEEMs penalties to
2 those CLECs that are directly affected by BellSouth's inability to complete the
3 CLECs' collocation arrangements within the required provisioning intervals.
4 Consequently, BellSouth has no incentive to delay the provisioning of a CLEC's
5 requested collocation space and every incentive to continue to provision space
6 on a timely basis.

7
8 Q. FINALLY, ON PAGE 56, MR. VAN DE WATER SUGGESTS THAT SUFFICIENT
9 COLLOCATION SPACE MAY NOT BE AVAILABLE IN SMALL, REMOTE
10 CENTRAL OFFICES. DO YOU AGREE?

11
12 A. No. In fact, typically it is the smaller, rural (which is what I believe Mr. Van de
13 Water is referring to by his reference to "remote") central offices that have more
14 collocation space available than many of the larger offices. It has been
15 BellSouth's experience that frequently it is the larger central offices or those
16 central offices that are located in densely populated, metropolitan areas that are
17 the most likely to reach space exhaust. This is likely due to the fact that these
18 larger offices typically house a BellSouth tandem switch or serve a large
19 customer base in a densely populated and/or fast-growing area.

20
21 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

22
23 A. Yes.
24