

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

INVESTIGATION CONCERNING THE ) PROPRIETY OF PROVISION OF INTERLATA )	
TELECOMMUNICATIONS, INC., PURSUANT )	2001-00105
<u>ACT OF 1996</u> )	
PETITION OF BELLSOUTH )	
ESTABLISHMENT OF A NEW PERFORMANCE ) <u>PLAN</u> )	2004-00391

**AFFIDAVIT OF ROSS BAWCUM**

ROSS BAWCUM, being first duly sworn, states the following:

1. I am the Assistant Vice President for IT Operations at AT&T Services Inc. in Dallas, Texas. I am a resident of Dallas County, Texas and am over the age of 18. I state the following on personal knowledge and on information I learned or events I observed in connection with my employment at AT&T Services Inc.
2. I am responsible for the nationwide management of all IT data center operations for AT&T in each of its 22 states, including the St. Louis data center that flooded on December 6, 2008. I oversaw and was responsible for the recovery effort at the St. Louis data center following the December 6 flood.
3. On Saturday afternoon, December 6, 2008, a massive rupture in a city-maintained ten-inch water main flooded the basement of the AT&T St. Louis Data Center, located at Ninth and Chestnut in St. Louis, Missouri (the "St. Louis Data

Center”), causing the total loss of commercial, and then generator, electrical power for the entire building.

4. The St. Louis Data Center, like many buildings in downtown metropolitan areas, receives its electrical power through huge underground cables. The cables deliver power to the building’s primary switch gear, which because of its size is typically housed in the basement or sub-basement of large urban commercial buildings, often (as in this case) in more than one room. Four steel-tube electrical conduits carry the electric cables into the Data Center. Those cables run adjacent to, and above, the electrical switch gear, a common configuration for large urban buildings.

5. Water from the broken municipal main quickly filled an immediately adjacent underground electric utility vault, creating a pool of water under the street that was pressurized at approximately 60 psi (the pressure level for water mains in downtown St. Louis). The utility vault is constructed from brick, and the pressurized water quickly filled the vault and the conduits themselves by penetrating the voids in the mortar between the bricks. The pressurized water flowed directly into the building through the conduits and flooded the rooms in which the switch gear is housed with fourteen inches of water.

6. The water main that broke, causing the flooding and resulting power outage, is owned and maintained by the City of St. Louis. The water main break and resulting flooding of the switch gear was unforeseeable to AT&T and beyond AT&T’s control.

7. The St. Louis Data Center has substantial redundancy and diversity for both commercial and generator power equipment, and is designed to protect against

power outages from flooding caused by heavy rains, where water falls onto street and building surfaces and gravity causes it to flow through well-designed drainage systems. For example, the Data Center has backup generators on the penthouse level and on the roof that were not touched by the flood water. But the equipment used to transfer the Data Center from commercial power to the standby generators was disabled because critical elements of it had been flooded. (The generator wiring runs to the point in the basement where commercial power is delivered to the building.) As a result, although the backup generators were available on December 6, they were unable to deliver necessary power to the building until the basement had been drained and dried—not only to ensure that the switching equipment would work properly, but to protect the lives of the many individuals who were working in the basement.

8. The power outage caused by the water main break significantly disrupted AT&T's own operations in St. Louis and throughout AT&T's incumbent local exchange territory. It also affected both AT&T's retail and wholesale operations throughout its 22-state region, interfering with AT&T's ability to process retail and wholesale transactions that are handled in the St. Louis Data Center. The disruption caused by the flood prevented AT&T from meeting performance standards associated with two ordering metrics under the SQM Plan: Reject Interval and Firm Order Confirmation Timeliness.

9. AT&T became aware of the water entry into the St. Louis Data Center almost immediately and urgently began intensive—and costly—efforts to restore all applications. More than 500 employees and contractors worked around the clock to resolve the effects of the flood and restore full service. AT&T had a plane on standby at

the St. Louis airport to transport data to other centers if it determined that use of alternative sites could provide a quicker restoration of service.

10. As a result of AT&T's efforts, power was restored through the backup generators the day after the flood (Sunday evening, December 7), and commercial power was restored less than a day after that (Monday morning, December 8). Both retail and wholesale systems were performing business as usual on Tuesday morning, December 9, 2008. Final restoration of services delivered from the St. Louis Data Center was completed on Wednesday evening, December 10. By December 12, AT&T was again in full compliance with the performance requirements of the SQM Plan.

\* \* \*

I declare under penalty of perjury that the foregoing is true and correct.

  
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Ross Bawcum

Signed and sworn to before me  
this 17<sup>th</sup> day of March, 2009

  
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Maryann Purcell

