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RECEIVED

April 3, 2009

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PUBLIC SERVICE  
COMMISSION

**VIA COURIER**

Mr. Jeff Derouen  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, KY 40602

Re: SouthEast Telephone, Inc., Complainant v. BellSouth  
Telecommunications, Inc., d/b/a AT&T Kentucky, Defendant  
KSPC 2008-00279

Dear Mr. Derouen:

Enclosed for filing in the above-referenced case are the original and six (6) copies of BellSouth Telecommunications, Inc.'s, d/b/a AT&T Kentucky, Responses to the Commission Staff's Data Request dated March 20, 2009, and to the Data Request of SouthEast Telephone, Inc., dated March 19, 2009.

Sincerely,

Mary K. Keyer  
General Counsel/Kentucky

cc: Parties of Record

Enclosures  
732153

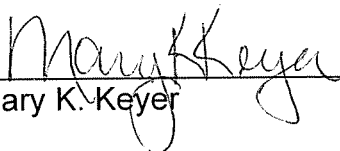
**CERTIFICATE OF SERVICE – PSC 2008-00279**

It is hereby certified that a true and correct copy of the foregoing was served on the following individuals by mailing a copy thereof, this 3rd day of April, 2009.

Deborah T. Eversole  
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Bethany Bowersock  
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Pikeville, KY 41502-1001  
[Beth.bowersock@setel.com](mailto:Beth.bowersock@setel.com)

  
\_\_\_\_\_  
Mary K. Keyer

**CERTIFICATION**

STATE OF New Jersey

COUNTY OF Somerset

Before me, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Marshall Smith, who, being by me first duly sworn, deposed and said that:

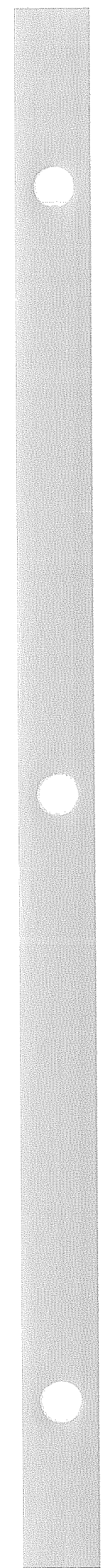
On behalf of BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky, he supervised the preparation of AT&T Kentucky's Responses to the Commission Staff's Data Request to BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky, dated March 20, 2009, in Kentucky Public Service Commission Case No. 2008-00279, *SouthEast Telephone, Inc., Complainant v. BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky*. He certifies that the Responses are true and accurate to the best of his knowledge, information, and belief formed after a reasonable inquiry.

  
MARSHALL SMITH

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 31 DAY OF March, 2009

Pamela A. Smith  
Notary Public

My Commission Expires: **PAMELA A. SMITH**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires May 29, 2011

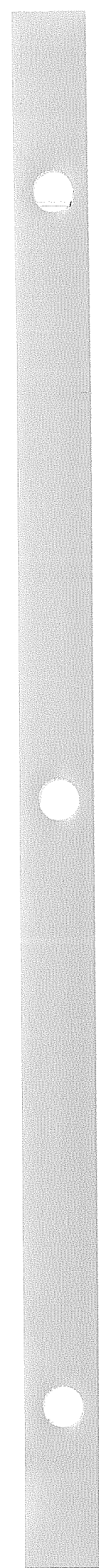


**REQUEST:** Refer to SouthEast's Response to Item 3 of the Commission's December 11, 2008 data request. Provide a reference to the interconnection agreement or other contract between the parties on which AT&T Kentucky relies to support the loop installation charges and port installation charges for converted lines.

**RESPONSE:** In the Attachment 2 Rate Exhibit of the Parties' Interconnection Agreement the non-recurring charge for an unbundled copper loop – non-designed is \$44.97 (first) and \$20.89 (additional). There are also nonrecurring disconnect charges that apply when the loop is disconnected. These are \$25.64 (first) and \$6.65 (additional). These rates are not based on a specific class of service, so they would apply to both residential and business end users.

In Exhibit A of Attachment 1 of the Parties' Market-Based Rates Agreement (where the 2-wire commercial port resides), the nonrecurring charges for the stand-alone 2-wire commercial port are: (1) for the residential class of service \$34.95 (first) and \$12.48 (additional); and (2) for the business class of service \$61.66 (first) and \$18.58 (additional). There are no nonrecurring disconnect charges for the 2-wire commercial port.

Furthermore, and this has been inadvertently omitted by the Parties in the discussion of the commingled elements rates, there is a third relevant element that applies, the cross-connect. In the Parties' Interconnection Agreement a single 2-wire cross connect has nonrecurring charges of \$24.68 (first) and \$23.68 (additional). This cross connect also has nonrecurring disconnect charges of \$12.14 (first) and \$10.95 (additional).



**REQUEST:** Refer to SouthEast's Response to Item 5 of the Commission's December 11, 2008 data request. Does AT&T Kentucky agree with the calculations of SouthEast's Exhibit B? If not, provide specific details on the objections.

**RESPONSE:** No. First of all, AT&T Kentucky does not believe SouthEast is entitled to any credit. The commingled arrangement SouthEast requested had never before been requested. Once AT&T understood exactly what SouthEast wanted to order, AT&T developed a process to provide SouthEast as soon as possible with the financial equivalent of having the commingled arrangement provisioned. *See AT&T Kentucky's Response to SouthEast's Data Request 1, incorporated herein by reference.* This process was developed within a reasonable time; therefore, SouthEast is not entitled to any retroactive credits.

Second, SouthEast's calculations are based on two blatantly incorrect and invalid assumptions for what appears to be the sole purpose of artificially inflating the amount requested for shock value:

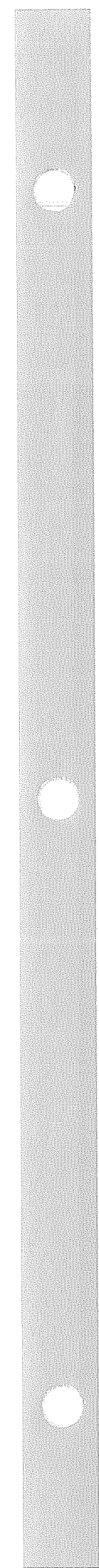
(1) SouthEast calculates alleged credit amounts going back to *January 1, 2008*, when SouthEast did not even place an order for a commingled arrangement until almost six months later on June 16, 2008, and that order was for a *sub-loop* commingled with a port, *not* an unbundled copper loop – non-designed (UCL-ND) commingled with a port; and

(2) SouthEast calculates these alleged credit amounts for *every single line* SouthEast claims it had in service for *every month through December 2008*, regardless of whether they would qualify for the UCL-ND or otherwise.

Third, SouthEast included claims *through December 2008*, when AT&T has already provided billing adjustments to SouthEast for the month of December for the qualified lines for both new orders placed in December and for existing customers' telephone numbers that SouthEast provided to AT&T on November 11, 2008.

**RESPONSE (cont.):** Finally, SouthEast states that the total credit amount is “the difference between the WLP price and the commingled price” yet SouthEast only considered in its calculation the monthly recurring rate difference between the *loops*. There is also a monthly recurring rate difference in the port rates of \$0.34 and a monthly recurring cross connect rate of \$0.0309 that applies. Further, SouthEast does not consider any nonrecurring charges in its calculation. For the loop, port and cross connect the nonrecurring charges would total \$104.60 (res – first), \$57.05 (res – additional), \$131.31 (bus – first) and \$63.15 (bus – additional).





**REQUEST:** Refer to AT&T Kentucky's Response to Item 1 of the Commission's December 11, 2008 data request. AT&T Kentucky states that it developed a process to identify locations served by an unbundled copper loop non-designed (UCL-ND). Has AT&T Kentucky actually identified all of the UCL-ND locations? Does the identification process only take place on an order-by-order basis?

**RESPONSE:** The identification of whether a UCL-ND may serve a particular end user is performed on an order-by-order basis.

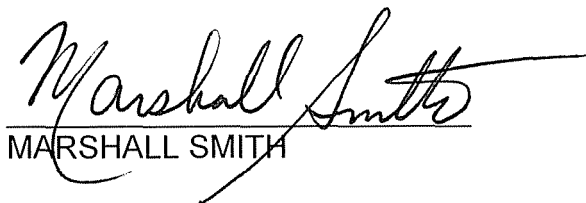
**CERTIFICATION**

STATE OF New Jersey

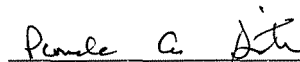
COUNTY OF Somerset

Before me, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Marshall Smith, who, being by me first duly sworn, deposed and said that:

On behalf of BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky, he supervised the preparation of AT&T Kentucky's Responses to Data Requests of SouthEast Telephone, Inc., Propounded to BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky, dated March 19, 2009, in Kentucky Public Service Commission Case No. 2008-00279, *SouthEast Telephone, Inc., Complainant v. BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky*. He certifies that the Responses are true and accurate to the best of his knowledge, information, and belief formed after a reasonable inquiry.

  
MARSHALL SMITH

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 31 DAY OF March, 2009

  
\_\_\_\_\_  
Notary Public

My Commission Expires: **PAMELA A. SMITH**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires May 29, 2011**



**REQUEST:** AT&T began, in December 2008, to issue bill credits in certain instances for the difference between the "wholesale local platform" price and the price of commingled arrangements ordered by SouthEast. Explain why such bill credits were not, or could not have been, issued prior to December 2008. Include in your response a detailed explanation of any change of any legal, technical, or other circumstance that made issuance of bill credits feasible in December 2008, when issuance of those credits allegedly was not feasible prior to that date.

**RESPONSE:** AT&T has developed processes for a wide variety of commingled arrangements that CLECs typically order. Lists of available commingled arrangements are available on AT&T's CLEC web sites. However, there are some potential commingled arrangements that a CLEC could request from AT&T that have not yet been developed because no CLEC has ever expressed an interest in ordering that particular combination. Such new requests will require time and discussion to determine what the request is, whether the arrangement requested is technically feasible and, if so, what process needs to be developed to allow for the ordering and provisioning of the arrangement. Such development could involve a number of tasks including, but not limited to, establishing methods and procedures, assigning and training personnel, and, to the extent approved through the Change Management Process, modifying systems, which could involve IT programming and costs. While AT&T can anticipate those arrangements that carriers typically order, and has developed processes for those arrangements, AT&T cannot predict every possible arrangement that may be requested or how many carriers may request that arrangement, so AT&T does not develop processes and pursue systems changes for orders that may never be placed or that may only be placed by one carrier.

SouthEast's first attempt to order a commingled arrangement was made June 16, 2008. AT&T immediately began discussions with SouthEast to clarify this order because SouthEast indicated in the order that it wanted a subloop distribution commingled with a 2-wire residential commercial port. In less than one month after SouthEast placed its first order and in less than one week after it was clarified in an email that SouthEast wanted an unbundled copper loop – non-designed (UCL-ND) commingled with a commercial port, SouthEast filed its complaint. Further discussions ensued with SouthEast to make sure that SouthEast understood what the attributes of a UCL-ND were and to make sure that is in fact what SouthEast wanted.

**RESPONSE (cont.):** This was confirmed on August 21, 2008, a week after AT&T Kentucky filed its answer to the complaint.

Because the commingling arrangement ultimately requested by SouthEast was a new arrangement that no CLEC had ever requested, AT&T had to determine what would be required to develop the service and implement a process for the ordering and provisioning of such service. When it was determined that the development of such a process was going to be very time consuming and costly, AT&T turned its time and resources to developing an interim solution for SouthEast – the only CLEC who has ever expressed an interest in this particular arrangement. Since SouthEast admitted that its motivation for requesting this arrangement was pricing only and not technical, AT&T proposed to establish a process that was designed to provide SouthEast with a pricing structure equivalent to the commingled arrangement. AT&T estimated it would take approximately two months to establish this equivalent billing process. This was explained at a Commission informal conference on September 11, 2008.

On November 6, 2008, AT&T explained to SouthEast the process it had developed. SouthEast could get the pricing benefit of the commingled arrangement by continuing to order Local Wholesale Complete (“LWC”), formerly known as the “wholesale local platform,” and AT&T would provide billing adjustments for qualifying lines that would result in SouthEast receiving the pricing equivalent of the commingled arrangement. The first available full month to begin this process was December 2008, so AT&T began providing billing adjustments for qualifying lines in December 2008. AT&T has been very accommodating in working to develop this arrangement so that SouthEast could be afforded what it wanted - the financial benefit of a commingled arrangement – as soon as possible.



**REQUEST:** Describe in detail the process undertaken by AT&T to convert SouthEast's bill for a "wholesale local platform" circuit to serve a single customer to a bill for a commingled arrangement to serve that same customer. Include in your explanation the number of employees involved in the conversion and the amount of time expended by each to effect the conversion.

**RESPONSE:** Objection. This request is vague and unclear. Without waiving its objection, AT&T states that it has no information responsive to this request because AT&T has not performed the process to "convert" a single SouthEast customer from LWC to a commingled arrangement. The process AT&T utilizes to help SouthEast accomplish the financial benefit that SouthEast was seeking from a commingled arrangement involves adjustments to SouthEast's bill for hundreds and thousands of customers on a monthly basis. Therefore, it would be purely speculative to try to describe the amount of time it would take to perform the steps necessary to adjust a single SouthEast customer.

A general description of the process is as follows:

AT&T has developed a process by which SouthEast can order a Local Wholesale Complete ("LWC") line and then AT&T will treat that line, from a billing perspective, as if it were ordered as a commingled unbundled copper loop – non-designed ("UCL-ND") with a 2-wire residential port ("commingled arrangement").

On a monthly basis SouthEast sends to AT&T a spreadsheet of the telephone numbers that it ordered as LWC in lieu of the commingled arrangement. The process coordinator validates that these numbers can be served by a UCL-ND loop. The valid telephone numbers are then sent to a group within AT&T that extracts the billing data for these numbers. This data is then provided back to the process coordinator who prepares the information for dissemination to AT&T's billing group and back to SouthEast. This preparation involves calculating the billing adjustment, formatting the file to add user-friendly explanation for the information provided and formatting the file to meet AT&T billing requirements. The appropriate adjustments are sent to the billing group where the adjustments are applied to SouthEast's bill. It took approximately 10 weeks to develop this process. Five AT&T employees are involved in this process for each iteration of monthly bill adjustments.





**REQUEST:** Describe with particularity the "installation" activities that occur when AT&T's billing for a "wholesale local platform" is converted to a billing for a commingled arrangement.

**RESPONSE:** SouthEast has requested that AT&T convert a Local Wholesale Complete ("LWC") to a commingled arrangement consisting of an unbundled copper loop – non-designed ("UCL-ND") and a commercial switch port – an arrangement that has never before been requested by any CLEC. AT&T does not have a process in place to make that conversion. The billing adjustments that AT&T has made and is making were designed to mirror the physical activities that AT&T would have to undertake to complete the conversion if AT&T had the process in place. To date, these activities have not been undertaken because AT&T has not developed a process to effect the actual conversion. Instead, an interim equivalent billing process was developed to give SouthEast the monetary effect of the conversion on an expedited basis.



**REQUEST:** State the costs incurred by AT&T when it converts its billing for a single circuit from the "wholesale local platform" price to the commingled circuit price.

**RESPONSE:** *See* AT&T Kentucky's Responses to Data Requests 1, 2, and 3.

In addition, SouthEast has requested the provisioning of a commingled stand-alone 2-wire residential commercial port with a stand-alone UCL-ND loop, which is a specific loop type that by definition has certain specifications and attributes. The Commission has defined commingling as requiring AT&T to perform the work necessary to put the two elements together. The provisioning of this arrangement is not simply a billing change. The costs for the commingled Section 251 elements would be the same as defined in cost dockets this Commission presided over in the establishment of the stand-alone 2-wire residential switch port and the stand-alone unbundled copper loop – non-designed ("UCL-ND").

AT&T, through the equivalent billing process it developed for SouthEast, has accommodated the expedient delivery of a financial result of equivalent pricing by allowing SouthEast to order Local Wholesale Complete ("LWC") in lieu of the requested commingled arrangement and by applying a bill adjustment for the rate differences in both monthly recurring and nonrecurring charges. Therefore, the current situation represents a theoretical commingled arrangement for which SouthEast receives a financial benefit. The process in place is intended to and does provide SouthEast with the pricing it would receive had the commingled arrangement been provisioned. Just as there are different monthly recurring charges for the commingled arrangement versus LWC, there are also different non-recurring charges associated with these different arrangements; therefore, the nonrecurring charges are adjusted in the same way the monthly recurring charges are adjusted.



**REQUEST:** Describe the difference between [a] AT&T's procedures and activities that take place when SouthEast orders the conversion of a resale arrangement to the "wholesale local platform" and [b] AT&T's procedures and activities that take place when SouthEast orders the conversion of a "wholesale local platform" arrangement to a commingled arrangement. Include in your description of the difference between these two sets of procedures the number of employees involved in each and the cost of the procedures involved in each.

**RESPONSE:** Objection. The conversion of a resale arrangement to the "wholesale local platform," provided for in the Parties' commercial agreement, is not relevant to the subject matter of this proceeding and the information requested is not reasonably calculated to lead to the discovery of admissible evidence.



**REQUEST:** Describe all differences between [a] AT &T's procedures and activities that take place when SouthEast orders a copper loop, nondesign for a central office in which SouthEast is co-located and [b] AT&T's procedures and activities that take place when SouthEast orders a copper loop-nondesign for a central office in which SouthEast is also ordering the switch from AT&T pursuant to 47 U.S.C. § 271. Include in your description of the differences between these two sets of procedures the average length of time needed to process each type of order and the process of determining whether the specific loop ordered "qualifies" as a copper loop nondesign.

**RESPONSE:** Objection. The information requested is not relevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.





**REQUEST:** When SouthEast has ordered a copper loop-nondesign for a location at which SouthEast is co-located, has AT&T previously conducted an inquiry as to whether the loop that is ordered "qualifies" in that it has, among other things, no load coils and no pair gain? If no such inquiry has been conducted for copper loop-nondesign orders for locations at which SouthEast is co-located, why does AT&T treat an order for a copper loop-nondesign differently depending on whether the port is ordered with it?

**RESPONSE:** Objection. The information requested is not relevant to the subject matter of this action and is not reasonably calculated to lead to the discovery of admissible evidence.



**REQUEST:** How many times has AT&T rejected a SouthEast order for a copper loop nondesign when the loop that was ordered was located at a SouthEast co-location site (as opposed to a site at which SouthEast also wishes to order the Section 271 port)?

**RESPONSE:** Objection. The information requested is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of admissible evidence.



**REQUEST:** AT&T seems to have systems that determine which loops are "total" copper nondesigned and which are "hybrid" loops designed. AT &T appears to be using such a system to decide which of SouthEast's orders should be denied because a "loop" is "hybrid". Does an AT&T determination that the loop is "hybrid" automatically mean that a copper non-design loop is not available to replace the "hybrid" loop?

**RESPONSE:** Objection. The information requested is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of admissible evidence.



**REQUEST:** If the answer to question 9 is no, how can SouthEast:

- a) Avoid delays in the ordering process, and piecemeal receipt of relevant network information, by ascertaining in advance of placing a customer order whether the "loop" is either "hybrid" or copper non-design?
- b) Audit orders that were refused because of the apparent lack of available copper non-designed loops?

**RESPONSE:** Objection. The information requested is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of admissible evidence.





**REQUEST:** If the answer to question 9 is yes, then how can SouthEast avoid delays by learning *in advance* of placing an order which central offices within SouthEast markets, if any, have exhausted their copper loops?

**RESPONSE:** Objection. The information requested is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of admissible evidence.



**REQUEST:** If any AT&T Central offices have exhausted "all" of their copper non-designed loops, can the loops be re-arranged to accommodate a SouthEast order for a copper loop nondesign?

**RESPONSE:** Objection. The information requested is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of admissible evidence.



**REQUEST:** If any AT&T Central offices have retired or exhausted "all" of their copper nondesigned loops, please provide the date, locations (within SouthEast markets), and the process used to notify carriers of such retirement and/or exhaustion.

**RESPONSE:** Objection. The information requested is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of admissible evidence.



**REQUEST:** Why does AT&T refuse to make available to SouthEast a process by which it may request necessary data pertaining to the central office by means of a data request process that is comparable to the data request process available to SouthEast when it desires data pertaining to a remote terminal?

**RESPONSE:** Objection. The information requested is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of admissible evidence.





**REQUEST:** Define the term "copper loop-nondesign."

**RESPONSE:** The definition below is contained in AT&T's Unbundled Copper Loop – Non-Designed Revised CLEC Information Package AT&T Southeast Region Version 2 July 26, 2004 that is located on AT&T's wholesale southeast region website at <http://wholesale.att.com/>.

“Unbundled Copper Loop – Non-Designed (UCL-ND) will be provisioned as a dedicated 2- wire metallic transmission facility from AT&T’s Main Distribution Frame (MDF) to a customer’s premises (including the NID).

UCL-ND will be a “dry copper” facility in that it will not have any intervening equipment such as load coils, repeaters, or Digital Access Main Lines (“DAMLs”). The UCL-ND loop may contain bridge tap of up to 6000 feet (exclusive of the loop length between the end user’s premises and Serving Wire Center (SWC). UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although UCL-ND will not have a specific length limitation. For loops less than 18,000 and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. UCL-ND is a non-designed loop and will not be provisioned with either a Design Layout Record (DLR) or a test point.”



**REQUEST:** How long does AT&T estimate that it will take to implement a permanent ordering system for commingled Section 251 and 271 elements?

**RESPONSE:** Objection. The information requested is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of admissible evidence.



**REQUEST:** Given that some remote terminals physically contain remote nodes that perform the switching function at the remote terminal, is there a means by which SouthEast can ascertain prior to placing an order which remote terminals contain such nodes?

**RESPONSE:** Objection. The information requested is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of admissible evidence.



**REQUEST:** State whether AT&T will permit SouthEast to order the Physical Expanded Interconnection Two Wire Cross Connect, USOC PEIR2, which is available under the parties' current commercial agreement, to connect the central office (where the switch is physically located) to the remote terminal when SouthEast seeks to purchase commingled elements to serve a customer whose service is provided via a remote terminal.

**RESPONSE:** Objection. The information requested is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of admissible evidence.





**REQUEST:** If AT&T's answer to question 18 above is "no," explain. Include in your explanation the legal, technical, and other circumstances (if any) that have changed since 2008, when AT&T provided the Physical Expanded Interconnection Two Wire Cross Connect, USOC PEIR1, to SouthEast, thus linking the remote terminal to the central office, pursuant to the parties' agreement that specifically provides for the provision of this element.

**RESPONSE:** Objection. The information requested is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of admissible evidence.



**REQUEST:** If AT&T's answer to question 18 above is "no," state all technical, legal, and other circumstances (if any) that have changed since 2007, when AT&T included in its agreement with SouthEast the Physical Expanded Interconnection Two Wire Cross Connect, USOC PEIR2.

**RESPONSE:** Objection. The information requested is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of admissible evidence.



**REQUEST:** Pursuant to the parties' interconnection agreement, AT&T provides a 2-wire analog voice grade loop that originates in a Central office, that terminates at a customer premises, that passes through a Remote Terminal and that is physically split in the remote terminal. Explain whether it is technically feasible for AT&T to cross connect this loop to a port in the central office and to cross connect the split in the remote terminal. If the arrangement is technically feasible, will AT&T provide it to SouthEast? If not, why not?

**RESPONSE:** Objection. The information requested is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of admissible evidence.