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RECORDS AND
REPORTING

June 8, 2001

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 010098-TP (Florida Digital)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Direct Testimony of Jerry Kephart, John Ruscilli, and Tommy Williams, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Patrick W. Turner
Patrick W. Turner (KA)

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

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Kephart
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Williams
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Ruscilli
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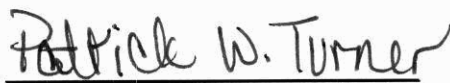
**CERTIFICATE OF SERVICE
DOCKET NO. 010098-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail (*) and Priority Federal Express this 8th day of June, 2001 to the following:

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Patrick W. Turner (KA)

**(+) Signed Protective/Non Disclosure
Agreement**

1 BELL SOUTH TELECOMMUNICATIONS, INC.
2 DIRECT TESTIMONY OF JERRY KEPHART
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 010098-TP
5 JUNE 8, 2001
6

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

10
11 A. My name is Jerry Kephart. My business address is 675 West Peachtree
12 Street, Atlanta, Georgia 30375. I am Senior Director - Regulatory for
13 BellSouth. I have served in my present position since October 1997.
14

15 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.
16

17 A. I have worked in the telecommunications industry for over 30 years in the
18 areas of network operations, commercial operations, administration, and
19 regulatory. With BellSouth, I have held positions that include managing
20 installation and maintenance personnel engaged in providing customer
21 telephone service and managing staff operations in support of these
22 activities. I also have experience in managing regulatory activities for
23 BellSouth including FCC docket management work and public policy
24 planning.

1 I graduated from Daytona Beach Junior College in 1964, with an
2 Associate of Science degree in Electronics Technology. I obtained a
3 Bachelor of Business Administration degree from the University of Florida
4 in 1968.

5
6 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC
7 SERVICE COMMISSION?

8
9 A. Yes, I testified before the Georgia Public Service Commission regarding
10 customer proprietary network information (CPNI).

11
12 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?

13
14 A. My testimony addresses the technical aspects of network related issues
15 raised in the Petition for Arbitration filed by Florida Digital Network, Inc.
16 (FDN) in this docket. Specifically, I address issues 3A, 3B, and 10.

17
18 ***Issue 3(A): Should BellSouth be required to consult with FDN prior to***
19 ***closing a trouble ticket?***

20
21 Q. WHAT IS YOUR UNDERSTANDING OF FDN'S POSITION ON THIS
22 ISSUE?

23

1 A. FDN has proposed contract language that would require BellSouth to
2 confirm the disposition of trouble tickets with FDN representatives prior to
3 closing the trouble ticket.

4
5 Q. PLEASE EXPLAIN WHAT YOU MEAN BY "CLOSING THE TICKET."

6
7 A. A trouble ticket is generated when FDN informs BellSouth of a problem a
8 FDN end user is having with its service. BellSouth investigates the trouble
9 described in the ticket and either remedies the trouble (if it is caused by
10 BellSouth's network) or reports "no trouble found" (if the trouble is not
11 caused by BellSouth's network). After BellSouth has either remedied the
12 trouble or determined that the trouble is not caused by BellSouth's
13 network, it indicates that all work on the trouble described in the ticket has
14 been completed. At this point, the ticket has been closed.

15
16 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

17
18 A. BellSouth is not opposed to making good faith efforts to contact FDN prior
19 to closing a trouble ticket. In fact, BellSouth's normal procedure is to
20 notify an Alternative Local Exchange Company (ALEC) before closing a
21 ticket on a trouble reported by the ALEC.

22
23 Q. WHAT HAPPENS IF BELLSOUTH REPORTS NO TROUBLE IN ITS
24 NETWORK, BUT FDN DOES NOT WANT BELLSOUTH TO CLOSE OUT
25 THE TROUBLE TICKET?

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A. In these situations, BellSouth will work with FDN or any other ALEC for fifteen minutes, without charge, to conduct cooperative testing in an attempt to isolate the trouble. If the trouble has not been cleared after fifteen minutes of cooperative testing, FDN may: continue cooperative testing and pay the charges associated with the continued testing; ask BellSouth to dispatch a technician to further investigate the trouble and pay the charges associated with the dispatch; or have BellSouth close the trouble ticket. If FDN elects continued cooperative testing or a dispatch and BellSouth discovers that the trouble is, in fact, in BellSouth's network, BellSouth will not charge FDN for the continued cooperative testing or for the dispatch.

Q. IS BELLSOUTH WILLING TO ADDRESS CHRONIC OR INTERMITTENT MAINTENANCE ISSUES THAT ARISE WITH REGARD TO FDN'S LOOPS?

A. Yes. For chronic or intermittent maintenance issues, BellSouth is willing to provide a contact person/group in the unbundled network element (UNE) center to work cooperatively with FDN in an attempt to resolve the chronic condition and to restore the particular loop type to meet the loop standards outlined in TR73600. If, within thirty (30) days of the original no trouble found report, BellSouth discovers that the cause of a chronic or intermittent maintenance problem is in the BellSouth network, BellSouth

1 will credit FDN for any charges billed to FDN for the original no trouble
2 found dispatch.

3

4 ***Issue 3(B): When FDN reports a trouble ticket, should BellSouth charge***
5 ***FDN for that trouble ticket when BellSouth reports “no trouble found” and***
6 ***the trouble is resolved while the ticket is open?***

7

8 Q. PLEASE EXPLAIN YOUR UNDERSTANDING THIS ISSUE.

9

10 A. My understanding, based on the language of Issue 3(B) that FDN agreed
11 to during the Issue Identification Conference, is that this issue arises when
12 a trouble reported by FDN is resolved after BellSouth begins investigating
13 the trouble but before it closes the ticket.

14

15 Q. HOW DOES BELLSOUTH INVESTIGATE TROUBLES DESCRIBED IN
16 TROUBLE TICKETS?

17

18 A. BellSouth is able to investigate some troubles mechanically, and it must
19 dispatch a technician to investigate other troubles.

20

21 Q. DOES BELLSOUTH CHARGE FDN FOR INVESTIGATING A TROUBLE
22 REPORTED BY FDN?

23

24 A. It depends. BellSouth does not charge FDN for investigating troubles
25 mechanically. BellSouth charges FDN when it dispatches a technician to

1 investigate a trouble. Additionally, as I noted above, BellSouth charges
2 FDN for continued cooperative testing requested by FDN.

3

4 Q. IN WHAT SITUATIONS DOES THIS ISSUE ARISE?

5

6 A. This issue arises when FDN reports a trouble, BellSouth dispatches a
7 technician to investigate the trouble and/or conducts continued
8 cooperative testing, and FDN informs BellSouth that the trouble has
9 cleared before BellSouth closes the ticket.

10

11 Q. WHAT IS FDN'S POSITION ON THIS ISSUE?

12

13 A. FDN believes that BellSouth should not charge FDN for dispatching a
14 technician or for continued cooperative testing if FDN can show that the
15 trouble did not stem from FDN's network facilities.

16

17 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

18

19 A. If BellSouth dispatches a technician to investigate a trouble reported by
20 FDN or performs continued cooperative testing, BellSouth will charge FDN
21 unless it is determined that the original trouble was caused by a problem
22 in BellSouth's network.

23

24 Q. WHY SHOULD BELLSOUTH CHARGE FDN WHEN THE TROUBLE
25 CLEARS BEFORE BELLSOUTH CLOSES THE TICKET?

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A. Troubles can be caused by many things, including problems in FDN's network, problems in BellSouth's network, problems with customer premises equipment, and problems with inside wiring. BellSouth should be paid when it incurs the costs of dispatching a technician to investigate a trouble or the costs of continued cooperative testing, unless the cause of the trouble was a problem in BellSouth's own network. FDN is asking the Commission to assume that any trouble that clears while a trouble ticket is open was the result of a problem in BellSouth's network, and this simply is not the case.

Q. HOW SHOULD THE COMMISSION DECIDE THIS ISSUE?

A. The Commission should rule that BellSouth may charge FDN for dispatching a technician or for continued cooperative testing unless FDN can show that the trouble reported stemmed from BellSouth's network.

Issue 5: For purposes of the new BellSouth/FDN interconnection agreement, should BellSouth be required to tag all FDN UNE loops at no charge? If so, where?

Q. WHAT IS BELL SOUTH'S UNDERSTANDING OF THE STATUS OF THIS ISSUE?

1 A. It is BellSouth's understanding that this issue has been withdrawn from
2 this arbitration. In the event this is not correct, BellSouth reserves the
3 right to fully address its position on this issue through rebuttal testimony.
4

5 **Issue 6: For purposes of the new BellSouth/FDN interconnection**
6 **agreement, should BellSouth be required to test dial tone up to the NID on**
7 **all UNE SL-1 and SL-2 loops without additional charge?**
8

9 Q. WHAT IS BELLSOUTH'S UNDERSTANDING OF THE STATUS OF THIS
10 ISSUE?
11

12 A. It is BellSouth's understanding that this issue has been withdrawn from
13 this arbitration. In the event this is not correct, BellSouth reserves the
14 right to fully address its position on this issue through rebuttal testimony.
15

16 **Issue 7: For purposes of the new BellSouth/FDN interconnection**
17 **agreement, should BellSouth be required to notify FDN of all loop**
18 **modifications that involve a change in the circuit ID?**
19

20 Q. WHAT IS BELLSOUTH'S UNDERSTANDING OF THE STATUS OF THIS
21 ISSUE?
22

23 A. It is BellSouth's understanding that this issue has been withdrawn from
24 this arbitration. In the event this is not correct, BellSouth reserves the
25 right to fully address its position on this issue through rebuttal testimony.

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Issue 10: For purposes of the new BellSouth/FDN interconnection agreement, should BellSouth be required to provide FDN a service order option for all voice grade UNE loops (other than SL-1 and SL-2) whereby BellSouth will 1)design circuits served through an integrated subscriber loop carrier (SLC), where necessary and without additional requirements on FDN, 2) meet intervals at parity with retail service, 3) charge the SL-1 rate if there is no integrated SLC or the SL-2 rate if there is, and 4) offer the other coordination option?

Q. IN WHAT SITUATIONS DOES THIS ISSUE ARISE?

A. As I understand it, this issue arises when FDN submits an order for a loop, and the loop is served through an Integrated Digital Loop Carrier (IDLC).

Q. WHAT IS IDLC?

A. IDLC is a special version of DLC that does not require the host terminal in the central office (sometimes referred to as the Central Office Terminal or "COT"), but instead terminates the digital transmission facilities directly into the central office switch.

Q. DOES BELLSOUTH PROVIDE FDN ACCESS TO UNBUNDLED LOOPS AT LOCATIONS SERVED BY IDLC?

1 A. Because IDLC loops are integrated directly into the central office switch,
2 and FDN is only buying a loop and not switching, BellSouth must take
3 special measures to remove the switching functionality in order to
4 provision FDN its desired loop. BellSouth does this using one of the
5 following eight alternatives:

6

7 **Alternative 1:** If sufficient physical copper pairs are available,
8 BellSouth will reassign the loop from the IDLC system to a physical
9 copper pair.

10

11 **Alternative 2:** Where the loops are served by Next Generation Digital
12 Loop Carrier (NGDLC) systems, BellSouth will “groom” the integrated
13 loops to form a virtual Remote Terminal (RT) set-up for universal
14 service (that is, a terminal which can accommodate both switched and
15 private line circuits). “Grooming” is the process of arranging certain
16 loops (in the input stage of the NGDLC) in such a way that discrete
17 groups of multiplexed loops may be assigned to transmission facilities
18 (in the output stage of the NGDLC). Both of the NGDLC systems
19 currently approved for use in the BellSouth network have “grooming”
20 capabilities.

21

22 **Alternative 3:** BellSouth will remove the loop distribution pair from the
23 IDLC and re-terminate the pair to either a spare metallic loop feeder

1 pair (copper pair) or to spare universal digital loop carrier equipment in
2 the loop feeder route or Carrier Serving Area (CSA). For two-wire
3 ISDN loops, the universal digital loop carrier facilities will be made
4 available through the use of Conklin BRITEmux or Fitel-PMX 8uMux
5 equipment.

6
7 **Alternative 4:** BellSouth will remove the loop distribution pair from the
8 IDLC and re-terminate the pair to utilize spare capacity of existing
9 Integrated Network Access (INA) systems or other existing IDLC that
10 terminates on digital cross-connection system (DCS) equipment.

11 BellSouth will thereby route the requested unbundled loop channel to a
12 channel bank where it can be de-multiplexed for delivery to the
13 requesting ALEC or for termination in a DLC channel bank that is the
14 central office for concentration and subsequent delivery to the
15 requesting ALEC.

16
17 **Alternative 5:** When IDLC terminates at a peripheral capable of
18 serving "side-door/hairpin" capabilities, BellSouth will utilize this switch
19 functionality. The loop will remain terminated directly into the switch
20 while the "side-door/hairpin" capabilities allow the loop to be provided
21 individually to the requesting ALEC.

22

1 **Alternative 6:** If a given IDLC system is not served by a switch
2 peripheral that is capable of side-door/hairpin functionality, BellSouth
3 will move the IDLC system to switch peripheral equipment that is side-
4 door capable.

5
6 **Alternative 7:** BellSouth will install and activate new UDLC facilities or
7 NGDLC facilities and then move the requested loop from the IDLC to
8 these new facilities. In the case of UDLC, if growth will trigger
9 activation of additional capacity within two years, BellSouth will activate
10 new UDLC capacity to the distribution area. In the case of NGDLC, if
11 channel banks are available for growth in the CSA, BellSouth will
12 activate NGDLC unless the DLC enclosure is a cabinet already wired
13 for older vintage DLC systems.

14
15 **Alternative 8:** When it is expected that growth will not create the need
16 for additional capacity within the next two years, BellSouth will convert
17 some existing IDLC capacity to UDLC.

18
19 Q. IS FDN CORRECT WHEN IT CLAIMS THAT IT HAS NO REASONABLE
20 ACCESS TO BELLSOUTH'S NETWORK INFORMATION IN ORDER TO
21 DETERMINE THE PRESENCE OF IDLC FOR A GIVEN LOOP?
22

23 A. No. BellSouth provides FDN access to all of the loop makeup information
24 available to BellSouth personnel. BellSouth provides FDN access to

1 information regarding a given loop's characteristics, including loop length,
2 wire gauge, loop medium (copper or fiber), type of plant (aerial, buried, or
3 underground), system type of Digital Loop Carrier (DLC) and availability of
4 spare facilities. BellSouth's electronic pre-ordering and ordering interfaces
5 have been enhanced to provide electronic access to loop makeup (LMU)
6 information. BellSouth's enhanced Telecommunications Access Gateway
7 (TAG), RoboTAG™, and Local Exchange Navigation System (LENS)
8 pre-ordering interfaces provide FDN with electronic access to the loop
9 makeup information that is contained in the Loop Facility Assignment and
10 Control System (LFACS). This access provides FDN with the loop makeup
11 information that they may use to qualify loops for the services they choose
12 to offer.

13
14 Using this functionality in TAG, RoboTAG™ or LENS, FDN can request
15 loop makeup information on existing facilities that are owned by FDN or
16 BellSouth, it can request loop makeup information on new or spare
17 facilities that are owned by BellSouth, and it can create and cancel
18 reservations for new or spare facilities owned by BellSouth. This
19 information is available through electronic access to BellSouth's LFACS
20 database, when it is populated in the LFACS database.

21
22 Q. CAN FDN ALWAYS USE THESE ELECTRONIC SYSTEMS TO
23 DETERMINE THE PRESENCE OF IDLC ON A GIVEN LOOP?
24

1 A. No. In some instances some of the information may not be in the LFACS
2 database. In those instances, if FDN needs additional information that is
3 not available electronically, it can submit a manual loop makeup request.

4
5 Q. WHAT PROCESS WOULD FDN USE TO OBTAIN LOOP MAKEUP
6 INFORMATION IF THE DATA IS NOT AVAILABLE ELECTRONICALLY?

7
8 A. Manual loop qualification is available when BellSouth's electronic records
9 do not have loop makeup information about a particular loop. FDN can
10 initiate the manual loop makeup process by submitting a request for loop
11 makeup information either to the Complex Resale Support Group (CRSG)
12 or to its account team (AT). The CRSG/AT forwards the request to the
13 appropriate Service Advocacy Center (SAC), depending upon the end
14 user's address. The SAC will physically look through BellSouth's central
15 office records to gather the loop makeup information. The SAC sends the
16 loop makeup information back to the CRSG/AT. The CRSG/AT sends the
17 loop makeup information to FDN. FDN can then determine whether, and
18 what type of services it can offer over the available facilities.

19
20 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

21
22 A. BellSouth provides access to IDLC loops via eight different methods, thus
23 ensuring that ALECs have access to all of BellSouth's loops, including
24 those served by IDLC. Additionally, BellSouth offers ALEC's the ability to

1 obtain Loop Make Up (LMU) information prior to issuing orders for loops.
2 FDN can determine if the customer is served by IDLC prior to issuing the
3 order. By asking BellSouth to create a third loop type, or to somehow
4 customize its ordering process, FDN is in essence asking BellSouth to
5 determine which loop type is needed rather than FDN making that
6 determination for itself. BellSouth provides service to its retail customers
7 over both IDLC and non-IDLC loops. BellSouth, therefore, provides
8 unbundled loops to ALECs in a manner that provides them a meaningful
9 opportunity to compete.

10

11 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

12

13 A. Yes.