

J. PHILLIP CARVER  
General Attorney

BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(404) 335-0710

ORIGINAL  
RECEIVED - FPSC  
FEB 14 PM 4:43  
RECORDS AND REPORTING

February 14, 2000

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. 991838-TP

Dear Ms. Bayó:

Enclosed please find the original and fifteen copies of BellSouth Telecommunications, Inc.'s Rebutal Testimony of W. Keith Milner, Ronald M. Pate, and Alphonso J. Varner, which we ask that you file in the above-referenced matter.

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,

*J. Phillip Carver*  
(bwl)

J. Phillip Carver

- APA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CAU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG 2
- MAS 5 + DM
- OPC \_\_\_\_\_
- RRR \_\_\_\_\_
- SEC \_\_\_\_\_
- VAW \_\_\_\_\_
- OTH \_\_\_\_\_

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

RECEIVED & FILED  
FPSC-BUREAU OF RECORDS

*Milner*

*Pate*

*Varner*

DOCUMENT NUMBER - DATE

01971 FEB 14 8 01972 FEB 14 8

FPSC-RECORDS/REPORTING

DOCUMENT NUMBER - DATE

01973 FEB 14 8

FPSC-RECORDS/REPORTING

**CERTIFICATE OF SERVICE  
DOCKET NO. 991838-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Federal Express (+) or Hand-Delivery (\*) this 14th day of February, 2000 to the following:

Donna Clemons (\*)  
Staff Counsel  
Division of Legal Services  
Florida Public Service Comm.  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Henry C. Campen (+)  
John A. Doyle  
Parker, Poe, Adams & Berstein, LLP  
First Union Captiol Center  
150 Fayetteville Street Mall  
Suite 1400  
Raleigh, N.C. 27602  
Tel. No. (919) 828-0564  
Fax. No. (919) 834-4564

Vicki Gordon Kaufman (\*)  
McWhirter, Reeves, McGlothlin,  
Davidson, Decker, Kaufman,  
Arnold & Steen, P.A.  
117 South Gadsden Street  
Tallahassee, FL 32301  
Tel. No. (850) 222-2525  
Fax. No. (850) 222-5606

Norton Cutler (+)  
V.P. Regulatory & General Counsel  
BlueStar Networks, Inc.  
L & C Tower, 24th Floor  
401 Church Street  
Nashville, Tennessee 37219  
(615) 346-6660

  
J. Phillip Carver (for)

1 BELL SOUTH TELECOMMUNICATIONS, INC.  
2 REBUTTAL TESTIMONY OF W. KEITH MILNER  
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
4 DOCKET NO. 991838-TP  
5 FEBRUARY 14, 2000  
6

ORIGINAL

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

10 A. My name is W. Keith Milner. My business address is 675 West Peachtree  
11 Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection  
12 Services for BellSouth Telecommunications, Inc. ("BellSouth"). I have  
13 served in my present role since February 1996 and have been involved  
14 with the management of certain issues related to local interconnection,  
15 resale, and unbundling.  
16

17 Q. ARE YOU THE SAME W. KEITH MILNER WHO FILED DIRECT  
18 TESTIMONY IN THIS PROCEEDING?  
19

20 A. Yes, I am.  
21

22 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED  
23 TODAY?  
24

25 A. I will provide rebuttal to the testimony of BlueStar witness Ms. Carty

DOCUMENT NUMBER-DATE

~~0-1871~~-FEB 14 8

FPSC-RECORDS/REPORTING

1 Hassett regarding Issues Numbers 9 and 16 of the Petition for Arbitration  
2 filed by BlueStar Networks, Inc. ("BlueStar") in this docket. I will also  
3 provide rebuttal to the portions of Ms. Hassett's testimony related to Issue  
4 15 (*Dispute Resolution*) wherein she discusses BellSouth performance in  
5 providing collocation to BlueStar.

6  
7 **Issue 9: Should the interconnection agreement include expedited**  
8 **procedures for repairs?**

9  
10 Q. ON PAGE 10 OF HER TESTIMONY, MS. HASSETT STATES "THE  
11 INTERCONNECTION AGREEMENT WITH BLUESTAR CURRENTLY  
12 DOES NOT SPECIFY AN INTERVAL, BUT I AM INFORMED THAT THE  
13 BELLSOUTH TARIFFED INTERVAL FOR A REPAIR IS 48 HOURS." IS  
14 SHE CORRECT?

15  
16 A. No. BellSouth has a variety of target repair intervals for different services.  
17 Obviously, BellSouth tries to effect all repairs in the shortest time possible  
18 consistent with the most efficient utilization of its repair personnel.  
19 BellSouth's target repair intervals generally provide the shortest intervals  
20 for those services that impact the greatest number of customers.  
21 However, as I discussed in my direct testimony, provisions also exist to  
22 properly handle emergency situations as exceptions to the standard  
23 intervals. Thus there is no "one size fits all" repair interval which would be  
24 useful in the context of an interconnection agreement.

25

1 Q. ON PAGE 10 OF HER TESTIMONY, MS. HASSETT STATES "THUS,  
2 BLUESTAR NEEDS TO BE ABLE TO HAVE BELL SOUTH AT LEAST  
3 ATTEMPT TO REPAIR SELECTED BROKEN LOOPS WITHIN AN  
4 HOUR. BLUESTAR BELIEVES THAT BELL SOUTH OFFERS SIMILAR  
5 SERVICE TO ITS LARGE CUSTOMERS." IS SHE CORRECT?

6  
7 A. No. First of all, I would point out that BellSouth offers a wide variety of  
8 services to its retail customers and these services are described in the  
9 tariffs BellSouth files with this Commission. It is not clear to me exactly to  
10 which of BellSouth's services Ms. Hassett refers. BellSouth is committed  
11 to responding to repair requests on a first come-first served basis for  
12 similar services for both BellSouth's retail customers and the ALEC's end-  
13 users. BellSouth's policy is to effect repairs as quickly as possible and  
14 one of the underlying considerations is the scope of a specific outage.  
15 BellSouth considers the quantity of customers affected, the quantity of  
16 customer lines affected and the nature of the lines (low capacity versus  
17 high capacity) in prioritizing repair activities. As I stated before, there is  
18 simply not a "one size fits all" approach to service repair as BlueStar  
19 implies. BellSouth's tariffs have traditionally never provided for  
20 prioritization of repair requests. For example, the following is the complete  
21 statement concerning repairs in BellSouth's General Subscriber Service  
22 Tariff in Section A2. General Regulations:

23  
24 **A2.3.13 Maintenance and Repairs**

25 "All ordinary expense of maintenance and repairs, unless

1 otherwise specified in this tariff, is borne by the Company. In  
2 case of damage, loss, theft, or destruction of any of the  
3 Company's property due to the negligence or willful act of the  
4 subscriber or other persons authorized to use the service, and  
5 not due to ordinary wear and tear or causes beyond the control  
6 of the subscriber, the subscriber shall be required to pay the  
7 expense incurred by the Company in connection with the  
8 replacement of the property damaged, lost, stolen, or destroyed,  
9 or the expense incurred in restoring it to its original condition."  
10

11 Q. HOW DOES BELLSOUTH TREAT REQUESTS FOR REPAIR IN  
12 EMERGENCY SITUATIONS?

13  
14 A. As I pointed out in my direct testimony, BellSouth gives preferential repair  
15 treatment in emergency situations, both for its own retail customers as  
16 well as for an Alternative Local Exchange Carrier's (ALEC) customers.  
17 BellSouth is not able to identify the ALEC's end-user in the same way as a  
18 BellSouth retail customer. On UNE loops, BellSouth's records show only  
19 the name of the ALEC, not the name or any other end-user information  
20 about the ALEC's customer. However, upon notification to BellSouth from  
21 the ALEC that an emergency situation exists, BellSouth will respond in the  
22 same fashion as if the end user were BellSouth's retail customer.  
23 BellSouth does not charge for expediting repairs in such situations.  
24

25 Q. HOW WOULD BLUESTAR'S EXPEDITED REPAIR PROPOSAL IMPACT

1 BELL SOUTH'S EMERGENCY PROCESSES YOU HAVE JUST  
2 DESCRIBED?

3

4 A. If BlueStar's proposal were embodied in its interconnection agreement  
5 with BellSouth, BellSouth would be required to immediately dispatch repair  
6 personnel when so requested by BlueStar even if such action would delay  
7 the dispatch of repair personnel to hospitals, 911 centers, and similar  
8 essential services. Were this proposal to be subsequently incorporated  
9 into other interconnection agreements, BellSouth's existing priority  
10 guidelines could be rendered useless due to the potentially large number  
11 of expedited repair requests from multiple ALECs. If a large number of  
12 ALECs adopted such a provision, I believe BellSouth could be faced with  
13 the impossible situation of receiving more expedited repair requests than it  
14 has repair personnel to handle. I urge the Commission to reject this  
15 obviously biased and unworkable proposal.

16

17 **Issue 16: What is the appropriate method for BlueStar to gain access to**  
18 **BellSouth's riser cables, allowing BlueStar to provision its digital**  
19 **subscriber line access multiplexer (DSLAM)?**

20

21 Q. ON PAGE 10 OR HER TESTIMONY, MS. HASSETT STATES "THESE  
22 CABLES [THAT IS, RISER CABLES] PASS THROUGH CONDUIT AND  
23 THE FLOOR OR CEILING OF THE BUILDING. DUPLICATING THEM IS  
24 VERY EXPENSIVE AND WASTEFUL BECAUSE MOST BUILDINGS  
25 HAVE SIGNIFICANT EXCESS CAPACITY TO EACH PREMISE." [sic]

1 DO YOU AGREE?

2

3 A No. First, Ms. Hassett provides no basis for her claim that "most buildings  
4 have significant excess capacity...." In fact, there are many cases where  
5 riser cable capacity must be augmented to allow growth of additional  
6 customer lines. Second, the conduits rising between floors are often  
7 shared by the service providers in a given building so there is no need to  
8 "tear apart the building's floors and ceilings". Third, and most importantly,  
9 BellSouth is not opposed to providing its riser cable to BlueStar or any  
10 ALEC on an unbundled basis. BellSouth's concern is with the manner in  
11 which that access is achieved. I believe this Commission has already  
12 settled the issue of proper access in the recent arbitration proceedings  
13 between BellSouth and MediaOne in Docket PSC-99-2009-FOF-TP  
14 regarding access to BellSouth's network terminating wire (NTW). As I  
15 explained in my direct testimony in this proceeding, the issues surrounding  
16 the proper form of access to NTW and the issues surrounding the proper  
17 form of access to riser cable are in all material ways identical.

18

19 Q. WHAT DID THIS COMMISSION DECIDE IS THE PROPER FORM OF  
20 ACCESS TO BELLSOUTH'S NETWORK TERMINATING WIRE IN  
21 DOCKET PSC-99-2009-FOF-TP?  
22

23 A. In its Order No. PSC-99-2009-FOF-TP issued October 14, 1999, the  
24 Commission stated the following:

25

26 "Based on the evidence presented at the hearing, we believe

1           that it is in the best interests of the parties that the physical  
2           interconnection of MediaOne's network be achieved as  
3           proposed by BellSouth. We find from the record that at least  
4           one other ALEC in Florida and an unknown number of  
5           ALECs in other states have been able to provide service  
6           based on BellSouth's NTW proposal."

7  
8    **Q.    ON PAGE 10 OF HER TESTIMONY, MS. HASSETT STATES**  
9           **"FURTHER, MOST BUILDING OWNERS WOULD NOT ALLOW**  
10          **BLUESTAR OR ANOTHER ALEC TO TEAR APART THE BUILDING'S**  
11          **FLOORS AND CEILINGS TO INSTALL ADDITIONAL RISER CABLE."**  
12          **PLEASE COMMENT.**

13  
14   **A    BellSouth, itself, is faced with the issue of reinforcing Intrabuilding Network**  
15          **Cable ("riser cable") on a daily basis, as are other ALECs. In most cases,**  
16          **there are spare pathways and spaces that can be used, subject to**  
17          **approval by the building owner. A key activity is to review building**  
18          **infrastructures and obtain the owner's permission to use existing spare**  
19          **facilities prior to making a commitment to provide service to tenants/end**  
20          **users. In cases where additional through-floor penetrations are required**  
21          **and the building owner refuses to allow such work to be performed, any**  
22          **carrier, including BellSouth, would have to consider the option of leasing**  
23          **spare facilities from another carrier. Where spare cable pairs are**  
24          **available, BellSouth offers Intrabuilding Network Cable as a UNE. In**  
25          **summary, BlueStar is free in many cases to provide its own riser cable, to**

1 lease riser cable from another ALEC, or to lease it from BellSouth.

2

3 Q. ON PAGE 11 OF HER TESTIMONY, MS. HASSETT STATES "IN  
4 ADDITION, THE BEST WAY TO PROVIDE DSL SERVICES IN A  
5 BUILDING THAT HAS A DIRECT FIBER LINK IS THROUGH ACCESS  
6 TO THIS RISER CABLE. BY DENYING BLUESTAR SUCH ACCESS,  
7 BELLSOUTH CAN ENSURE THAT CUSTOMERS IN THOSE  
8 BUILDINGS SERVED BY FIBER WILL NOT HAVE ANY DSL  
9 PROVIDERS." IS BELLSOUTH OPPOSED TO PROVIDING ITS RISER  
10 CABLE TO BLUESTAR OR OTHER ALECS ON AN UNBUNDLED  
11 BASIS?

12

13 A. No. BellSouth is willing to provide access on an unbundled basis, but not  
14 in the manner proposed by BlueStar.

15

16 Q. WHAT IS YOUR UNDERSTANDING OF BLUESTAR'S PROPOSED  
17 METHOD OF ACCESS TO BELLSOUTH'S RISER CABLE?

18

19 A. As I discussed in my direct testimony, BellSouth's understanding of  
20 BlueStar's proposed form of access is shown on Page 4 of my Exhibit  
21 WKM-1, which was attached to my direct testimony. It shows that both  
22 BellSouth and BlueStar's loop facilities would be terminated in the same  
23 terminal, thereby giving BlueStar direct access to all the riser cable pairs,  
24 including those used by BellSouth's end user customers and other ALECs'  
25 end user customers in cases where the ALEC provides service in part via

1 unbundled sub-loop elements acquired from BellSouth.

2

3 Q. WHAT IS THE PROBLEM WITH BLUESTAR'S PROPOSAL?

4

5 A. *BlueStar's proposal needlessly increases the risk of customer service*  
6 *interruption, both to BellSouth's retail customers as well as to other*  
7 *ALECs' customers. Service providers other than BellSouth have also*  
8 *installed riser cable in particular buildings and, under BlueStar's proposal,*  
9 *could be used by BlueStar without consent or notice and conceivably*  
10 *could result in service outages for the other service provider's customers.*  
11 *Closer examination of BlueStar's proposal immediately reveals that*  
12 *BlueStar's technicians could, intentionally or unintentionally, disrupt the*  
13 *service provided by BellSouth to its end user customers or the end user*  
14 *customers of ALECs using unbundled sub-loop elements acquired from*  
15 *BellSouth. The FCC requires that "each carrier must be able to retain*  
16 *responsibility for the management, control, and performance of its own*  
17 *network." (First Report and Order 96-325, ¶ 203) BlueStar's proposal, if*  
18 *allowed, would render BellSouth incapable of managing and controlling its*  
19 *network in the provision of service to its end user customers. How*  
20 *BlueStar believes accurate records of riser cable inventory (that is, riser*  
21 *cable pairs in use, spare, or defective) might be maintained is a mystery.*  
22 *Further, BellSouth (and any other provider of riser cable) would be at*  
23 *BlueStar's mercy to inform the owner of the riser cable as to when, where,*  
24 *and how BlueStar used its property.*

25

1 Q. ON PAGE 11 OF HER TESTIMONY, MS. HASSETT STATES "IN EVERY  
2 BUILDING WHERE BLUESTAR HAS PLACED A DSLAM [THAT IS, A  
3 DIGITAL SUBSCRIBER LINE ACCESS MULTIPLEXER], THE  
4 LANDLORD HAS LICENSED BLUESTAR TO USE THE RISER CABLE  
5 BECAUSE THE LANDLORD BELIEVES THAT IT OWNS THE RISER  
6 CABLE." PLEASE RESPOND.

7

8 A. I am startled that BlueStar has chosen to offer itself as a facilities based  
9 carrier without arming itself with a working knowledge of this  
10 Commission's applicable rules as well as the tariffs of other telephone  
11 companies with whom it must interconnect. The ownership of riser cable  
12 is well established in Chapter 25 of the Commission's rules for telephone  
13 companies, which read as follows:

14

15 25-4.0345 Customer Premises Equipment and Inside Wire.

16 (1) Definitions: For purposes of this chapter, the definition to  
17 the following terms apply:

18 (a).....

19 (b) "Demarcation Point." The point of physical  
20 interconnection (connecting block, terminal strip, jack,  
21 protector, optical network interface, or remote isolation  
22 device) between the telephone network and the  
23 customer's premises wiring. Unless otherwise ordered  
24 by the Commission for good cause shown, the location of  
25 this point is:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

- 1. Single Line/Single Customer Building – Either at the point of physical entry to the building or a junction point as close as practicable to the point of entry.
- 2. Single Line/Multi Customer Building – within the customer’s premises at a point easily accessed by the customer.
- 3. Multi Line Systems/Single or Multi Customer Building
  - - At a point within the same room and within 25 feet of the FCC registered terminal equipment or cross connect field.
- .....
- 4. Network facilities up to and including the demarcation point are part of the telephone network, provided and maintained by the telecommunications company under tariff.

In addition, BellSouth tariffs are very clear about the ownership of its equipment and facilities. For example, BellSouth’s General Subscriber Service Tariff contains the following statements in A2. General Regulations:

- A2.3.10 Provision and Ownership of Equipment and Facilities
- A. Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user of the Company are the property of the Company and are provided upon the

1 condition that such equipment and facilities, except as  
2 expressly provided in this tariff, must be installed, relocated  
3 and maintained by the Company.....

4 B. Subscribers may not disconnect or remove or permit others to  
5 disconnect or remove any apparatus installed by the Company,  
6 except as expressly provided in this tariff or upon the written  
7 consent of the Company.

8

9 Further, in that same section of the General Subscriber Services  
10 Tariff, the following language appears at A2.3.13 Maintenance and  
11 Repairs:

12

13 In case of damage, loss, theft, or destruction of any of the  
14 Company's property due to the negligence or willful act of  
15 the subscriber or other persons authorized to use the service  
16 ... the subscriber shall be required to pay the expense  
17 incurred by the Company in connection with the replacement  
18 of the property damaged, lost, stolen, or destroyed, or the  
19 expense incurred in restoring it to its original condition.

20

21 It is difficult to understand why BlueStar would enter license  
22 agreements with property owners without an understanding of  
23 these rules, particularly when the rules make clear that riser cable  
24 serving BellSouth's end users is the property of BellSouth.

25

1 Q. ON PAGE 11 OF HER TESTIMONY, MS. HASSETT STATES  
2 "BELLSOUTH CONTENDS THAT IN ALL BUILDINGS ERECTED PRIOR  
3 TO 1990, IT OWNS THE RISER CABLE AND HAS EVEN TORN DOWN  
4 A BLUESTAR CIRCUIT ON ONE OCCASION." PLEASE RESPOND.

5

6 A. I will respond to Ms. Hassett's allegations regarding the circuit she alleges  
7 was "torn down" but first I will correct her statement of BellSouth's position  
8 regarding the ownership of riser cable before and after 1990. The FCC  
9 clarified the definition of inside wire in its Docket 79-105. Wiring which is  
10 on the customer's side of the network demarcation point is classified as  
11 inside wire. Since neither network terminating wire nor riser cable is  
12 located on the customer's side of the network demarcation point, it is not,  
13 by the FCC's definition, "inside wire." BellSouth does not in any way  
14 restrict the use of "inside wire", that is, wiring on the customer's side of the  
15 demarcation point. BellSouth complies with this Commission's Rules in  
16 25-4.0345 (as quoted above in response to the previous question)  
17 regarding the placement of the demarcation point. Thus the concept of  
18 Minimum Points of Entry (MPOE) is not applicable in Florida.

19

20 It may be that Ms. Hassett is confused about the FCC's statements  
21 regarding the establishment of MPOE and this Commission's Rules  
22 regarding the location of the demarcation between a telecommunications  
23 service provider's network and the end user customer's inside wire.

24

25 The FCC's Rules in Part 68 discuss serving arrangements in buildings

1 constructed before and after 1990 and dealt with the issue of the  
2 circumstances in which an MPOE might be established. In states other  
3 than Florida in which BellSouth provides service, it follows the FCC's  
4 Rules in Part 68 regarding the location of the demarcation. For the sake  
5 of brevity, I will not repeat those rules, which I discussed in my direct  
6 testimony in these proceedings.

7

8 Q. WHAT IS YOUR UNDERSTANDING OF THE SITUATION MS. HASSETT  
9 DISCUSSES ON PAGE 11 OF HER TESTIMONY WHEN SHE ALLEGES  
10 THAT BELL SOUTH "HAS EVEN TORN DOWN A BLUE STAR CIRCUIT  
11 ON ONE OCCASSION."

12

13 A. Obviously, I cannot discuss with certainty the situation Ms. Hassett  
14 describes since she does not provide the date, location, or in fact any  
15 details in support of such an allegation. I believe that Ms. Hassett would  
16 be in possession of that information and could have provided it had she  
17 seen fit to do so. Despite the vagueness of Ms. Hassett's allegations,  
18 BellSouth attempted to investigate, but without success. My inquiries to  
19 our field personnel who would normally handle such matters uncovered no  
20 information related to such an incident. If adequate information is  
21 provided by BlueStar, BellSouth will conduct a thorough investigation and,  
22 if appropriate, initiate corrective action.

23

24 Q. ON PAGE 11 OF HER TESTIMONY, MS. HASSETT CONDITIONS  
25 BLUE STAR'S ACCEPTANCE OF BELL SOUTH'S RECURRING RATE

1 FOR RISER CABLE PAIRS ON BELLSOUTH'S PROVIDING  
2 MAINTENANCE. DOES BELLSOUTH AGREE TO PROVIDE  
3 MAINTENANCE FOR UNBUNDLED ACCESS TO BELLSOUTH'S RISER  
4 CABLE?

5  
6 A. Yes. As with other unbundled network elements, BellSouth provides any  
7 needed maintenance or repair of the associated network facilities.

8  
9 Q. BEGINNING ON PAGE 11 OF HER TESTIMONY, MS. HASSETT  
10 STATES "BELLSOUTH HAS PROPOSED CONTRACT LANGUAGE  
11 WHICH WOULD REQUIRE THAT BLUESTAR INSTALL ITS OWN  
12 NETWORK INTERFACE DEVICE (NID) AND THEN PAY BELLSOUTH  
13 \$300 TO CROSS CONNECT THE BLUESTAR NID TO THE RISER  
14 CABLE NID." PLEASE RESPOND.

15  
16 A. I am confused by Ms. Hassett's statements. BellSouth does not suggest  
17 that BlueStar's NID be connected to BellSouth's NID. Nor does BellSouth  
18 suggest that BlueStar provide its own NID in those cases where BlueStar  
19 elects to acquire access to BellSouth's riser cable since the riser cable  
20 would ordinarily already be connected to a NID. I believe what Ms.  
21 Hassett is referring to is a charge for BellSouth's installing an access  
22 terminal (as ordered by this Commission in its Order No. PSC-99-2009-  
23 FOF-TP). Such a charge is entirely appropriate, as is the installation of  
24 the access terminal as a safe, secure means of providing access to  
25 BellSouth's riser cable on an unbundled basis.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Q. ON PAGE 12 OF HER TESTIMONY, MS. HASSETT STATES "THIS PROPOSAL [THAT IS, THE PROVISION OF THE COMMISSION ORDERED ACCESS TERMINAL] INCLUDES NEEDLESS ACTIVITY AND CHARGES." DO YOU AGREE?

A. Certainly not. The access terminal provides an obvious, unambiguous means of providing unbundled access to BellSouth's riser cable without degrading network security and service reliability. Installation of the access terminal costs time and material and BellSouth is entitled to recover both from the cost causer, in this case, BlueStar.

Q. ON PAGE 12 OF HER TESTIMONY, MS. HASSETT STATES "BLUESTAR HAS ALREADY INSTALLED DSLAMs IN NUMEROUS BUILDINGS AND RUNS ITS OWN CROSS CONNECTS BETWEEN THE DSLAM AND THE RISER CABLE WITHOUT ANY HARM TO THE BELL SOUTH NETWORK." PLEASE RESPOND.

A. First of all, I am shocked that Ms. Hassett openly admits BlueStar's taking of BellSouth's property without notice, without authorization, and without payment of any form. If in fact this is BlueStar's policy or practice, I recommend that this Commission order BlueStar to immediately cease any such taking and to immediately inform BellSouth of all instances in which it has appropriated BellSouth's property in such a manner. BlueStar's unlawful actions have put at risk not only the service to

1 BellSouth's own retail customers but also the customers of ALEC's  
2 lawfully using riser cable acquired from BellSouth as well as to the  
3 customers of any other service provider which has provisioned its own  
4 riser cable and which BlueStar likewise may have unlawfully confiscated.

5  
6 Q. ON PAGE 12 OF HER TESTIMONY, MS. HASSETT STATES  
7 "INSTALLING ANOTHER NID BETWEEN THE DSLAM AND THE RISER  
8 CABLE WILL WASTEFULLY INCREASE THE EXPENSES OF THE  
9 INSTALLATIONS AND OFFER NO MORE PROTECTION TO THE  
10 PUBLICALLY SWITCHED TELEPHONE NETWORK (PSTN). THE  
11 DSLAM IS ALREADY FULLY PROTECTED BY THE SAME TYPE OF  
12 FUSES AND BREAKERS USED BY BELL SOUTH IN ITS OWN DSLAMs  
13 AND NIDs. INSTALLING ANOTHER NID WILL NOT INCREASE THE  
14 PROTECTION TO THE PSTN." PLEASE RESPOND.

15  
16 A. First, BellSouth is not suggesting that a NID be placed between BlueStar's  
17 DSLAM and BellSouth's riser cable. What BellSouth is proposing is the  
18 access terminal this Commission has previously ordered be put in place to  
19 create a clear point of interconnection between BlueStar's network (that is,  
20 its DSLAMs) and BellSouth's network (that is, the riser cable). Second,  
21 the type of network security I have referred to in this testimony and my  
22 direct testimony in this proceeding is not related to the proper fusing and  
23 electrical protection of equipment such as DSLAMs. The issue at hand is  
24 the form of access that provides BlueStar with the access to riser cable it  
25 desires while not reducing the reliability or security of services provided

1 through the intentional or unintentional disruption of service possible as a  
2 result of BlueStar's direct access to BellSouth or another service  
3 provider's riser cable. Third, I believe this Commission rightly decided that  
4 the access terminal does ensure the reliability of the network. In its Order  
5 in the MediaOne case, the Commission stated:

6  
7 "BellSouth offers a reasonable method of access to the NTW in  
8 BellSouth's garden terminal. Using BellSouth's proposed method,  
9 the ALEC installs its own terminal in proximity to the BellSouth  
10 garden terminal. BellSouth installs an access terminal that contains  
11 a cross-connect panel on which BellSouth will extend the ALEC  
12 requested NTW pairs from the garden terminal. The ALEC will then  
13 extend a tie cable from their terminal and connect to the pairs they  
14 have requested. The ALEC would then install its own Network  
15 Interface Device ("NID") within the end-user apartment and connect  
16 the ALEC requested pair(s) to this NID. This manner of access  
17 retains network reliability, integrity, and security for both BellSouth's  
18 network and the ALEC's network. [Emphasis added]

19  
20 Q. ON PAGE 12 OF HER TESTIMONY, MS. HASSETT STATES  
21 "REGARDLESS, THE RISER CABLE IS SEPARATED FROM THE PSTN  
22 BY THE BELL SOUTH NID." IS SHE CORRECT?

23  
24 A. No. Here again, Ms. Hassett misstates the manner in which the NID and  
25 riser cable are used. Riser cable is part of BellSouth loop; therefore it

1 already is part of the PSTN. As a result, the riser cable is in no way  
2 "separated" from the PSTN. The NID is at the end of the riser cable (or in  
3 some cases, at the end of the network terminating wire connected to the  
4 end of the riser cable). The NID serves as the demarcation point between  
5 the loop and the customer's inside wire rather than as some separator  
6 between network elements as suggested by Ms. Hassett.

7

8 Q. ON PAGE 12 OF HER TESTIMONY, MS. HASSETT STATES  
9 "REQUIRING BLUESTAR TO PAY \$300 AND WAIT FOR BELL SOUTH  
10 TO COMPLETE A CROSS CONNECT BORDERS ON THE  
11 LUDICROUS." PLEASE RESPOND.

12

13 A. Once again Ms. Hassett's statements suggest a lack of understanding as  
14 to what BellSouth has offered BlueStar in order for BlueStar to have  
15 access to BellSouth's riser cable. As I stated earlier, this Commission has  
16 found the access terminal to be an appropriate device to be placed  
17 between an ALEC's network and BellSouth's network. It takes time and  
18 material to install the access terminal and BellSouth is entitled to recover  
19 those expenses. Such rate issues are discussed in the testimony of  
20 BellSouth witness Mr. Alphonso Varner.

21

22 Second, BlueStar need not "wait for BellSouth to complete a cross  
23 connect". BlueStar may request and BellSouth will provide riser cables on  
24 a pre-wired basis such that the riser cables are already available to  
25 BlueStar at the time it chooses to provide service to its customer without

1 having to wait for BellSouth to complete any required cross connections.  
2 Thus, BellSouth's work (both for installing the access terminal and for  
3 extending any riser cables to the access terminal for BlueStar's  
4 subsequent use) may be done well in advance of any actual service  
5 provisioning to a given end user customer. While pre-wiring does require  
6 BlueStar to begin paying the monthly lease fees immediately, this is a  
7 business decision that is entirely at BlueStar's option. Thus, BlueStar  
8 does not have to "wait for BellSouth to complete a cross connection" or for  
9 any other provisioning activity.

10

11 Q. IS BLUESTAR'S DSLAM AN APPROPRIATE POINT OF  
12 INTERCONNECTION BETWEEN BLUESTAR'S NETWORK AND  
13 BELL SOUTH'S NETWORK?

14

15 A. No. Points of interconnection, wherever they are located, establish where  
16 one service provider's network ends (and thus its responsibilities for  
17 provisioning, maintenance, and repair) and where another service  
18 provider's network begins. BellSouth believes some mutually accessible  
19 device such as the access terminal is a far more appropriate point of  
20 interconnection than a DSLAM.

21

22 **Issue 15: What, if any, provisions should the agreement include for**  
23 **alternative dispute resolution?**

24

25 Q. ON PAGE 13 OF HER TESTIMONY, MS. HASSETT STATES "IN

1 SEVERAL CITIES, BLUESTAR HAD TO DELAY ENTERING THE  
2 MARKET BECAUSE BELLSOUTH FAILED TO PROCESS ITS  
3 COLLOCATION APPLICATIONS IN A TIMELY FASHION AND  
4 CONCOCTED QUESTIONABLE SPACE PREPARATION AND  
5 PERMITTING EXCUSES." TO WHICH OF BELLSOUTH'S CENTRAL  
6 OFFICES IN JACKSONVILLE AND ORLANDO IS SHE REFERRING?

7

8 A. I cannot know for sure since Ms. Hassett provided no details as to which  
9 central offices or dates of BlueStar's requests. Because BellSouth treats  
10 such information regarding which of BellSouth's central offices a particular  
11 ALEC is or will be collocated to be proprietary information, I will not  
12 speculate here as to which of BlueStar's collocation arrangements Ms.  
13 Hassett refers.

14

15 Q. ON PAGE 14 OF HER TESTIMONY, MS. HASSETT ASSERTS THAT  
16 "BELLSOUTH TOOK WELL OVER 90 DAYS TO ISSUE A QUOTE FOR  
17 SPACE AND THEN GAVE INTERVALS OVER 90 DAYS FOR  
18 PERMITTING AND SPACE PREPARATION WITHOUT EVER  
19 CHECKING ON THE NEED FOR EITHER." PLEASE RESPOND.

20

21 A. Again, without any specific detail from Ms. Hassett, it is impossible to  
22 respond directly to this unfounded allegation. However, Ms. Hassett may  
23 not fully understand the process involved in quoting intervals. On  
24 receiving a firm request after determining that space is generally available  
25 in an office, BellSouth issues a space preparation completion date which

1 includes both the permitting interval for the office and the space  
2 preparation interval. At the same time that this information is made  
3 available to the ALEC, it is also made available to BellSouth's consultant  
4 who reviews the application. BellSouth cannot commence certain  
5 construction work that modifies mechanical, electrical, architectural or  
6 safety factors within its central offices without first acquiring the necessary  
7 permits. The consultant first determines whether any changes are  
8 required in the office and then whether any changes that are required  
9 trigger the need for a building permit. If no permit is required, this  
10 information is relayed to the ALEC in the form of an improved space  
11 preparation completion date.

12

13 Q. PLEASE DISCUSS HOW UNUSUAL DELAYS IN THE PERMITTING  
14 PROCESS AFFECT THE OVERALL PROVISIONING PROCESS FOR  
15 COLLOCATION ARRANGEMENTS.

16

17 A. Much of the work required to provision collocation arrangements requires  
18 building permits before construction can commence. Obviously, the time  
19 required to receive permits (once BellSouth has requested a permit) is  
20 outside BellSouth's control.

21

22 Q. HAS BELLSOUTH ENCOUNTERED DELAYS AS A RESULT OF THE  
23 PERMITTING AND INSPECTION PROCESSES?

24

1 A. Yes. BellSouth has experienced provisioning delays as a result of  
2 permitting and inspection intervals in certain local jurisdictions. BellSouth  
3 has also encountered delays as a result of the need to resolve local  
4 building code issues. For instance, in Florida municipalities where  
5 BellSouth has received requests from ALECs, BellSouth has experienced  
6 permitting intervals that range from 15 days to in excess of 60 days.  
7 Moreover, many municipalities require BellSouth and its contractors to  
8 permit inspections at each stage of construction before the next stage can  
9 begin. This includes the sometimes-difficult task of scheduling the  
10 inspections with a limited pool of inspectors representing the  
11 municipalities. With regard to BlueStar's complaint and the lack of detail it  
12 contains, BellSouth is unable to determine whether or not anything  
13 unusual occurred in the permitting process as it may have affected  
14 BlueStar's specific collocation requests.

15  
16 Q. ON PAGE 14 OF HER TESTIMONY, MS. HASSETT STATES "JUST  
17 LAST WEEK, BELL SOUTH STOPPED ALL WORK IN FLORIDA BY  
18 CHANGING THE EQUIPMENT SIZE RULES IN MIDSTREAM." PLEASE  
19 RESPOND.

20  
21 A. Here again it is impossible to respond with certainty to Ms. Hassett's  
22 allegations since she provides absolutely no details as to when or where  
23 such alleged incidents occurred. I would expect that Ms. Hassett would  
24 have such information in her possession and could have provided such  
25 had she so desired. Nonetheless, my investigation in response to her

1 allegation reveals the following information.

2

3 BlueStar initially placed orders for twelve (12) bays in various BellSouth  
4 central offices in a major metropolitan area. Subsequently, BlueStar  
5 reduced its requirement to five (5) bays in one central office (referred to  
6 herein as central office "A") and three (3) bays in the other offices. This  
7 constituted a major change for BellSouth's planners in their role of trying  
8 to efficiently utilize available collocation space for the benefit of all ALECs.

9

10 In general, BlueStar misrepresented the size of its equipment on the  
11 applications for collocation it placed with BellSouth. BlueStar's initial  
12 applications generally called for twelve (12) inch deep (front to back)  
13 equipment and BellSouth arranged for that part of BlueStar's equipment to  
14 be placed in line-ups with other twelve (12) inch deep equipment.

15

16 Actual dimensions of BlueStar's equipment ranged from fifteen (15) inches  
17 deep to eighteen (18) inches deep. In more than one case, the resulting  
18 overhang of the equipment into the existing aisles reduced the existing  
19 aisles below aisle width requirements. BlueStar began the installation of  
20 this larger equipment without augmenting its collocation request to correct  
21 the equipment size, without checking the physical location, and without  
22 checking with BellSouth's Common Systems Capacity Manager, either in  
23 writing or verbally, to verify if the new size of equipment could be  
24 accommodated in the existing locations. The correct process would have  
25 been for BlueStar to augment its collocation request with the correct

1 information such that BellSouth could make available space in line-ups  
2 with required aisle widths. (As recently as the first week in February,  
3 inquiries were received from BlueStar about further equipment size  
4 changes to as much as twenty-one (21) inches.)

5  
6 BellSouth rightly requested that all sites where installation had  
7 commenced be jointly reviewed to ensure that appropriate aisle widths  
8 could be maintained in the existing locations. Specific examples from two  
9 of the offices involved will more clearly indicate the kinds of problems  
10 created by BlueStar's approach to planning, ordering, engineering, and  
11 installing its equipment in BellSouth's central offices.

12  
13 Q. PLEASE DISCUSS BLUESTAR'S IMPROPER INSTALLATION OF ITS  
14 EQUIPMENT IN CENTRAL OFFICE "A".

15  
16 A. On August 13, 1999, BlueStar sent its firm order for collocation in  
17 BellSouth's central office "A". This firm order was subsequently revised in  
18 August, 1999, and again in November, 1999. BellSouth relied on the  
19 misinformation provided by BlueStar and provisioned collocation space to  
20 BlueStar accordingly. That collocation space was made available to  
21 BlueStar on November 2, 1999, and BlueStar began its equipment  
22 installation.

23  
24 Exhibit WKM-2 clearly shows an example of the differences BellSouth  
25 discovered between BlueStar's approved application and BlueStar's actual  
26 installation. Page 1 is a photograph of the BlueStar installation central

1 office "A". BlueStar's original order called for a 12-inch depth. This was  
2 later amended by BlueStar to call for a 15-inch depth. As can be seen,  
3 the actual installation is 16 inches deep comprised of a 12-inch equipment  
4 rack with two 2-inch extenders on the right side to support the equipment.  
5 Page 2 shows the other end of the equipment bay where there is a 10-  
6 inch equipment rack and a two-inch extender on each side for a total of  
7 fourteen (14) inches. Page 3 of my exhibit shows a schematic of  
8 BlueStar's improper installation.

9

10 Q. PLEASE DISCUSS BLUESTAR'S IMPROPER INSTALLATION OF ITS  
11 EQUIPMENT IN CENTRAL OFFICE "B".

12

13 A. BlueStar placed its order for this location on August 13, 1999. This order  
14 was subsequently revised on November 19, 1999, and again on November  
15 30, 1999. BellSouth notified BlueStar that its space was ready on  
16 November 9, 1999. BlueStar started installing its equipment on November  
17 17, 1999. BellSouth's Common Systems Capacity Manager for the central  
18 office "B" discovered that BlueStar's equipment in the collocation space  
19 was not installed as directed by BellSouth's answer to BlueStar's firm  
20 order nor as indicated on sketches provided to BlueStar by the Common  
21 Systems Capacity Manager. BlueStar's incorrect installation of its  
22 equipment will delay the completion of site preparation for another  
23 collocator's equipment that is planned for that same central office.

1 Specifically, BlueStar's equipment is blocking the installation of an  
2 additional row of overhead lights.

3

4 My Exhibit WKM-3 shows views of BlueStar's equipment in central office  
5 "B". The equipment (in the center of the picture on Page 1) was installed  
6 in the wrong location and facing in the wrong direction. Page 2 shows the  
7 power cable and switchboard cable coming down from the cable rack to  
8 the front of the equipment, looping back over the equipment, under the  
9 cable rack, and terminating to the rear of the equipment which is not the  
10 proper way of providing power to the equipment. A correct installation  
11 was needed so that overhead racking and cable placement could be  
12 properly installed. BlueStar proceeded to install working service on the  
13 equipment even though installation irregularities had been pointed out to  
14 BlueStar personnel and corrections had not been completed.

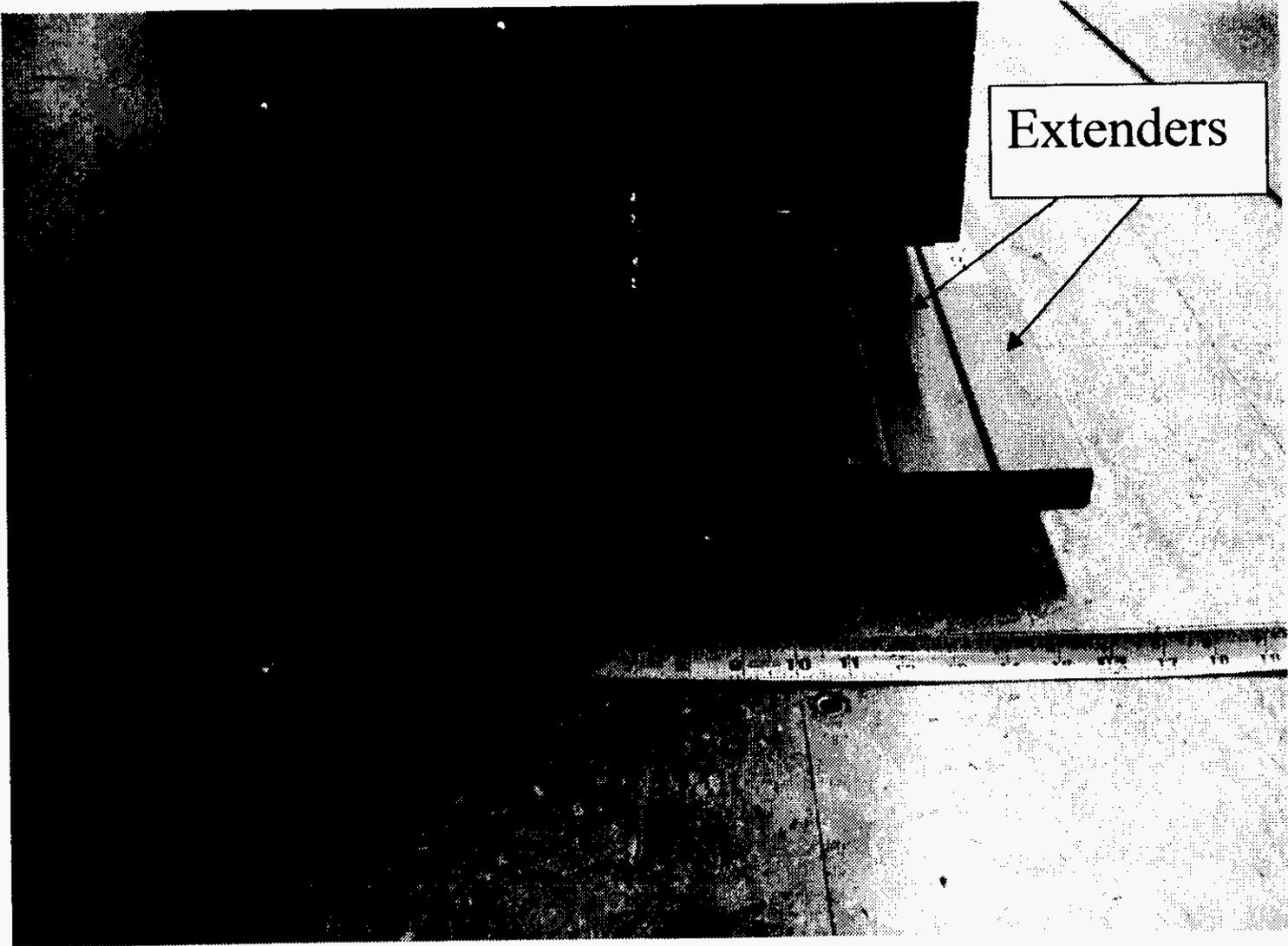
15 I am somewhat surprised that Ms. Hassett would complain that BellSouth  
16 requested BlueStar to both review existing installations to ensure  
17 compliance with stated requirements and to correct the installation of its  
18 equipment where not installed in accordance with allocated space. In  
19 summary, this is a problem entirely of BlueStar's own making for which  
20 Ms. Hassett would lay the blame at BellSouth's feet.

21

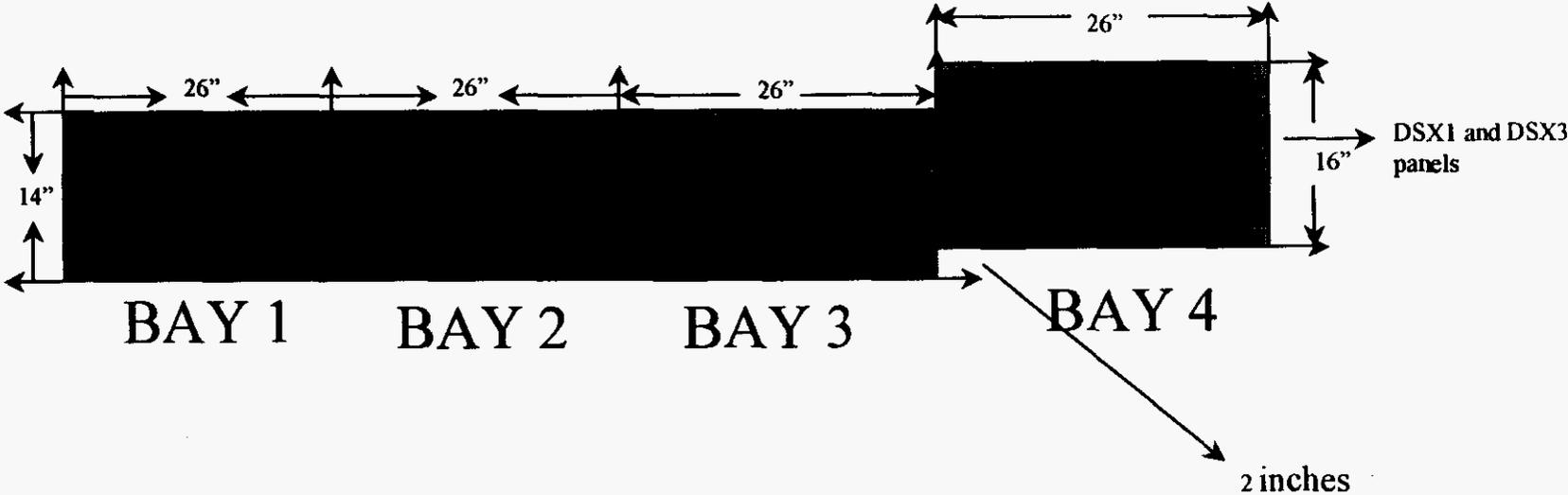
22 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

23

24 A. Yes.







BlueStar measurements in central office "A"

