

1 BELL SOUTH TELECOMMUNICATIONS, INC.
2 DIRECT TESTIMONY OF JERRY KEPHART
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 001797-TP
5 APRIL 23, 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. My career in the telecommunications industry spans over 30 years and
18 includes responsibilities in the areas of network operations, commercial
19 operations, administration, and regulatory. I have held positions of
20 responsibility in BellSouth that include managing installation and
21 maintenance personnel engaged in providing customer telephone service
22 and also managing staff operations in support of these activities. I also
23 have extensive experience in managing regulatory activities for BellSouth
24 including FCC docket management work and public policy planning.
25

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

4

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

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8 A. Yes, I have testified on one occasion before the state Public Service
9 Commission in Georgia regarding customer proprietary network
10 information (CPNI).

11

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

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14 A. I address the technical aspects of network related issues raised in the
15 Petition for Arbitration filed by Covad in this docket. Specifically, I address
16 issues 7(a), 7(b), and 30.

17

18 **Issue 7(a): When BellSouth provisions a non designed xDSL loop, under**
19 **what terms, conditions and costs, if any, should BellSouth be obligated to**
20 **participate in Joint Acceptance Testing to ensure the loop is properly**
21 **provisioned?**

22

23 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

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25

1 A. BellSouth will perform testing needed to provision the loop to ensure that a
2 non-designed xDSL ordered by Covad meets the specifications for that
3 particular loop. The loop standards are specified in BellSouth's
4 interconnect agreement with Covad and in BellSouth's Technical
5 Requirement 73600 (TR 73600), which is a reference document available
6 to Covad and other Alternative Local Exchange Carriers (ALECs) on
7 BellSouth's Internet website
8 (http://www.interconnection.bellsouth.com/guides/html/tech_ref.html). The
9 costs for performing this testing are included in the non-recurring charge
10 for the loop. Cost recovery for testing beyond what is needed to provision
11 the loop, such as Joint Acceptance Testing, is not included in the rate for a
12 non-designed xDSL. However, BellSouth has been performing additional
13 cooperative testing with other ALECs, with compensation based on time
14 and materials charging, and is willing to do cooperative testing with Covad
15 with the same compensation arrangement.

16

17 **Issue 7(b): Should BellSouth be prohibited from unilaterally changing the**
18 **definition of and specifications for its loops?**

19

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

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22 A. BellSouth should not be prohibited from changing loop definitions and
23 specifications. BellSouth needs to be able to change specifications to
24 comply with changing industry standards or where dictated by technical
25 feasibility issues. Having this flexibility will allow BellSouth to offer uniform

1 and consistent loop products to meet the needs of all ALECs that provide
2 service in Florida and who acquire unbundled loops from BellSouth.
3 Without the flexibility to modify loop definitions, BellSouth could
4 conceivably be put into a situation where it would be contractually required
5 to offer the same loop type using many different specifications, resulting in
6 confusion, added time and cost to provisioning, maintenance and repair of
7 the circuits.

8

9 Q. WHAT IS YOUR UNDERSTANDING OF COVAD'S CONCERN WITH
10 CHANGING LOOP DEFINITIONS AND SPECIFICATIONS?

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12 A. BellSouth believes that Covad is concerned that BellSouth could
13 unilaterally change the specifications for a loop that Covad acquired
14 through their contract. Where there are technical specifications detailed in
15 the contract between BellSouth and Covad, BellSouth will adhere to those
16 specifications. BellSouth is not trying to change contract language that
17 would result in changes in loop definitions or specifications. But,
18 standards for loops that Covad acquires, but for which there are not
19 technical specifications detailed in their contract with BellSouth, are
20 defined through the standards in BellSouth's TR 73600. Those standards
21 change from time to time.

22

23 Prohibiting BellSouth's ability to change loop definitions and specifications
24 as defined in TR 73600 would be an unreasonable constraint on its ability
25 to continue to meet the needs of all ALECs in Florida. BellSouth does not

1 seek authority to change contract language, but is attempting to maintain
2 the network in compliance with changing industry standards. Industry
3 standards are not set by BellSouth alone, but through a process involving
4 multiple exchange carriers, including Covad. Any changes to the industry
5 standards are reflected in TR 73600. ALECs are given 60 days notice
6 when standards are being updated. Covad should not be allowed to
7 impose static network standards that could limit BellSouth's ability to meet
8 the needs of all ALECs that provide service in Florida and who acquire
9 unbundled loops from BellSouth.

10
11 In sum, if BellSouth and Covad include particular technical specifications
12 and definitions for loops in their agreement, BellSouth does not seek the
13 ability to change unilaterally those specifications and definitions. On the
14 other hand, if BellSouth and Covad have incorporated by reference certain
15 technical standards, such as TR73600, BellSouth should retain the
16 flexibility to update or otherwise modify such standards.

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18 **Issue 30: Should BellSouth resolve all loop "facilities" issues within thirty**
19 **days of receiving a complete and correct local service request from**
20 **Covad?**

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22 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

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24 A. It is not reasonable to place an arbitrary, artificial time limit on when
25 facilities issues can be resolved. Availability of facilities is affected by

1 Outside Plant Construction workload and other factors. Facility problems
2 for ALEC service requests are handled by BellSouth using the same
3 procedures that BellSouth uses to handle its own facility problems.
4 Facility issues resulting from BellSouth demand are not given a higher
5 priority over similar facility issues resulting from Covad demand. Facility
6 issues, regardless of the exchange carrier(s) generating the service
7 request, are resolved in a nondiscriminatory manner.

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9 Q. HOW DOES WORKLOAD AFFECT FACILITY ISSUES?

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11 A. BellSouth's construction forces have an ample workload to continue work
12 activity for months if no further jobs are issued. Any jobs needed to
13 resolve facilities issues are in addition to normal construction and
14 maintenance work activity. Factors other than workload, however, can
15 affect the prioritization of resolving facilities issues for ALEC demand as
16 well as BellSouth demand.

17
18 Q. WHAT OTHER FACTORS CAN INFLUENCE THE TIME REQUIRED TO
19 RESOLVE FACILITY ISSUES?

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21 A. Emergency situations are among the factors that can impact the
22 prioritization of the Outside Plant Construction workload. Work needed to
23 restore service after a natural disaster or a major outage caused by
24 human error will take priority over work to provision newly demanded
25 service. Work that could be required to relieve network congestion or

1 severe facility shortages will also be done ahead of demands for new
2 service. Unforeseen situations can affect the time it takes to resolve
3 facilities issues. Prioritization of Outside Plant workload will be affected by
4 situations such as those referenced above.

5
6 Q. HOW DOES BELLSOUTH MINIMIZE THE LENGTH OF TIME
7 REQUIRED TO RESOLVE FACILITY ISSUES?

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9 A. In order to minimize delay due to facility issues, BellSouth outside plant
10 engineering and construction forces prioritize jobs such that work to
11 resolve facility demand which is a function of service order activity is
12 placed ahead of normal construction and routine activity. However,
13 service-affecting maintenance takes priority over any work to provide new
14 service. BellSouth makes every attempt to relieve facility problems as
15 quickly as possible, but it is not unusual for a relief job to require greater
16 than one month before being completed. It is therefore unreasonable to
17 place an artificial time constraint on the completion of jobs that will relieve
18 facility issues.

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20 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

21
22 A. Yes.

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