

1 BELL SOUTH TELECOMMUNICATIONS, INC.  
2 REBUTTAL TESTIMONY OF JERRY KEPHART  
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
4 DOCKET NO. 001797-TP  
5 MAY 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. ARE YOU THE SAME JERRY KEPHART WHO EARLIER FILED DIRECT  
16 TESTIMONY IN THIS DOCKET?  
17

18 A. Yes.  
19

20 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY BEING  
21 FILED TODAY?  
22

23 A. I will respond to portions of the testimony of Covad witnesses Allen and  
24 Seeger with respect to Issues 7(a), 7(b), and 30 in whole or in part.  
25

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

5

6 Q. WHY DID BELLSOUTH DEVELOP A NON-DESIGNED xDSL LOOP?

7

8 A. BellSouth has developed the Unbundled Copper Loop – Non Designed  
9 (UCL-ND) at the request of ALECs in response to the ALECs' desire for  
10 an xDSL loop with a lower non-recurring cost than the various designed  
11 loops. It is a non-loaded copper loop that will not have a specific length  
12 limitation. Because the loop does not go through the "design" process, it  
13 will not be provisioned with a Design Layout Record (DLR) and will not  
14 have a remote access test point.

15

16 Q. PAGE 16 OF MR. ALLEN'S TESTIMONY SAYS THAT "BELLSOUTH  
17 SHOULD PROVIDE FOR JOINT ACCEPTANCE TESTING ON EVERY  
18 NON-DESIGNED LOOP THAT IT PROVIDES TO COVAD." PLEASE  
19 COMMENT.

20

21 A. BellSouth should not be required to provide Joint Acceptance Testing, nor  
22 should it be included in the cost of the UCL-ND as Mr. Allen suggests.  
23 The intent of developing the non-designed xDSL was to provide an xDSL  
24 option to all ALECs with a lower non-recurring cost. The cost to provide  
25 Joint Acceptance Testing is not included in the recurring or non-recurring

1 rates for the UCL-ND. If Covad wants testing beyond that which is  
2 recovered in the rates for the UCL-ND, BellSouth will develop a procedure  
3 with Covad to be billed at Time and Material rates. To include such  
4 testing and the recovery of the costs associated with that testing in the  
5 basic rate for the UCL-ND would defeat the purpose of having a non-  
6 designed xDSL with lower non-recurring charges than the designed loop  
7 offerings. The nonrecurring charges for the UCL-ND are significantly  
8 lower than the nonrecurring charges associated with installation of a  
9 designed UCL, \$44.69 for the non-designed loop vs. a minimum of  
10 \$199.01 for a designed loop. The additional testing that Covad is  
11 requesting would require a dispatch on every loop and the cost for that  
12 dispatch should be recovered under time and materials charging, separate  
13 from the normal non-recurring and recurring rates for the UCL-ND. If  
14 Covad wants xDSL with a remote testing point and a DLR, it should  
15 consider a designed xDSL instead of the less expensive non-designed  
16 circuit.

17

18 Q. ON PAGE 17 OF MR. ALLEN'S TESTIMONY, HE STATES THAT  
19 COVAD PROPOSES A RATE OF \$40 FOR JOINT ACCEPTANCE  
20 TESTING ON THE UCL-ND. IS THIS CHARGE APPROPRIATE?

21

22 A. No, the rate suggested by Covad for additional testing on a non-designed  
23 loop is inadequate. The rates for such testing are posted on the BellSouth  
24 interconnection website, which can be accessed by Covad and all other  
25 ALECs in Florida. The rate structure is time and materials in nature with

1 the charge for the first half hour set at \$78.92 and additional half hours at  
2 \$23.22. These rates are interim in nature, and will be retroactively trued-  
3 up, pending approval by this Commission. The \$40 proposed by Covad  
4 does not cover the rate for the first half hour.

5

6 Q. HAS ANY OTHER PUBLIC SERVICE COMMISSION ADDRESSED THIS  
7 ISSUE?

8

9 A. Yes, the Georgia Public Service Commission addressed non-designed  
10 xDSL in its order in Docket No. 11900-U dated March 27, 2001. Covad  
11 was a participant in the arbitration. The Order specified that “the UCL-ND  
12 will not be designed and will not be provisioned with either a design layout  
13 record or a test point.” The Order went on to address maintenance and  
14 repair of the circuits by stating “for maintenance and repair purposes  
15 BellSouth is unable to perform remote testing on the UCL-ND when a  
16 trouble is reported because of the absence of a test point and accordingly,  
17 CLECs ordering the UCL-ND agree to: (i) test and isolate trouble to the  
18 BellSouth portion of the UCL-ND before reporting a trouble to BellSouth;  
19 (ii) provide the results of such testing when reporting a trouble to  
20 BellSouth; and (iii) pay the costs of a BellSouth dispatch if the CLEC  
21 reports a trouble on the UCL-ND and no trouble is found on BellSouth’s  
22 portion of the UCL-ND.” The Commission order also specified that  
23 requesting carriers have the option of purchasing additional testing to be  
24 billed at time and materials charges. The charges for additional testing as  
25 specified by the Georgia Commission are posted on the BellSouth

1 interconnection website, which Covad can access.

2

3 Q. MR. ALLEN'S TESTIMONY WOULD LEAD THIS COMMISSION TO  
4 BELIEVE THAT BELLSOUTH FREQUENTLY "DELIVERS" NON  
5 FUNCTIONAL LOOPS. PLEASE COMMENT.

6

7 A. I cannot discuss with certainty the alleged situations Mr. Allen describes  
8 because he does not provide the dates, locations, or any details in support  
9 of such situations. If adequate information is provided by Covad,  
10 BellSouth will conduct a thorough investigation and, if appropriate, initiate  
11 corrective action. BellSouth provisions the UCL-ND in accordance with  
12 parameters detailed in TR 73600. BellSouth can make no guarantees that  
13 the equipment Covad attaches to the line will function with the line.

14

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

17

18 Q. COVAD IS ASKING THAT BELLSOUTH'S LOOP DEFINITIONS REMAIN  
19 AS DEFINED IN THE CONTRACT WITH COVAD AND AS DETAILED IN  
20 THE TECHNICAL SPECIFICATIONS IN PLACE ON THE DATE OF  
21 THEIR INTERCONNECTION AGREEMENT WITH BELLSOUTH.  
22 PLEASE COMMENT.

23

24 A. As I stated in my direct testimony, BellSouth should not be prohibited from  
25 changing loop definitions and specifications. Prohibiting BellSouth's ability

1 to change loop definitions and specifications as defined in TR 73600  
2 would be an unreasonable constraint on its ability to continue to meet the  
3 needs of all ALECs in Florida. BellSouth does not seek authority to  
4 change contract language, but is attempting to maintain the network in  
5 compliance with changing industry standards. If BellSouth and Covad  
6 include particular technical specifications and definitions for loops in their  
7 agreement, BellSouth does not seek the ability to change unilaterally  
8 those specifications and definitions. On the other hand, if BellSouth and  
9 Covad have incorporated by reference certain technical standards, such  
10 as TR73600, BellSouth should retain the flexibility to update or otherwise  
11 modify such standards.

12

13 **Issue 30: Should BellSouth resolve all loop “facilities” issues within thirty**  
14 **days of receiving a complete and correct local service request from**  
15 **Covad?**

16

17 Q. COVAD HAS REQUESTED A FIRM THIRTY DAY TIME FRAME FOR  
18 RESOLVING ALL LOOP FACILITIES ISSUES. WHY IS THIS REQUEST  
19 UNREASONABLE?

20

21 A. As I explained in my direct testimony, it is not reasonable to place a firm,  
22 arbitrary, and artificial time limit on when facilities issues can be resolved.  
23 Availability of facilities is affected by Outside Plant Construction workload  
24 and other factors. Work needed to restore service after a natural disaster  
25 or a major outage caused by human error will take priority over work to

1 provision newly demanded service. Work that could be required to relieve  
2 network congestion or severe facility shortages will also be done ahead of  
3 demands for new service. Unforeseen situations can affect the time it  
4 takes to resolve facilities issues.

5

6 Q. ON PAGE 10 OF MR. SEEGER'S TESTIMONY, HE STATES  
7 REGARDING ORDERS MET WITH FACILITY ISSUES THAT HE HAS  
8 PERSONALLY SEEN "ORDERS FALL INTO THAT BLACK HOLE, AND  
9 REMAIN THERE FOR MONTHS." PLEASE COMMENT.

10

11 A. I cannot discuss with certainty the alleged situations Mr. Seeger describes  
12 because he does not provide the dates, locations, or any details in support  
13 of such situations. If adequate information is provided by Covad,  
14 BellSouth will conduct a thorough investigation and, if appropriate, initiate  
15 corrective action.

16

17 Q. ON PAGE 32 OF MR. ALLEN'S TESTIMONY, HE ATTEMPTS TO  
18 DESCRIBE THE SERIOUSNESS OF THE PROBLEMS PENDING  
19 FACILITIES ISSUES CREATE FOR COVAD THROUGH THE USE OF  
20 ESTIMATED DATA. PLEASE COMMENT.

21

22 A. It appears that Mr. Allen has combined issues that may or may not be  
23 related to Covad's request to arbitrarily assign a firm thirty day time limit  
24 around resolution of facilities issues. Covad has provided no detail or  
25 specifics about the instances Mr. Allen references that would support

1 Covad's estimates of the number of its orders placed in a pending facilities  
2 status prior to resolution and completion. BellSouth tracks the number of  
3 orders that require greater than thirty days to complete for BellSouth and  
4 all ALECs . Historically, less than 0.5% of all orders have required greater  
5 than thirty days to complete. BellSouth currently adheres to objectives  
6 previously set by this Commission in the Rules for Telephone Companies  
7 that establish a thirty day interval for clearing 95% of all facilities issues  
8 and an objective to clear 100% in sixty days. BellSouth believes that the  
9 guidelines previously set by this Commission are adequate in light of the  
10 unforeseen situations that can impact resolution of facilities issues.

11  
12 Q. MR. ALLEN CONTINUES TO DISCUSS COVAD'S ORDERING  
13 PROBLEMS RELATED TO FACILITIES ISSUES BY STATING THAT  
14 "MORE THAN 23% WERE PLACED INTO PENDING FACILITIES  
15 QUEUE MORE THAN ONCE." PLEASE RESPOND.

16  
17 A. It is unclear what Mr. Allen is trying to say. If an order is placed for service  
18 where there are no facilities available to serve that order, it is a priority for  
19 BellSouth to resolve the issue as quickly as possible. As I stated in my  
20 direct testimony, the only work placed ahead of provisioning for a lack of  
21 facilities is the work necessary to restore service to existing customers or  
22 to provide facilities in an extreme shortage. If the loop is determined to be  
23 non-working as the service order is being worked, it will be placed in a  
24 pending facilities status, and another targeted completion date will be  
25 issued to Covad. BellSouth reports service order completion time as part



1 of its measurements on its website, which is accessible to all ALECs.  
2 Covad can also obtain information on its specific orders which have met  
3 with facilities issues on the website. BellSouth provides service to all  
4 ALECs on a nondiscriminatory basis as is evidenced by the information  
5 available on the website. On existing service, loops experiencing facilities  
6 troubles are not placed in pending facilities status, but are handled like  
7 any other trouble report. BellSouth reports trouble results monthly on its  
8 website, which is accessible to all ALECs. Again, there are no specifics  
9 such as dates or locations of such alleged problems, so I cannot respond  
10 in detail to the comments. However, BellSouth is committed to continuing  
11 to work cooperatively with Covad to resolve any troubles. Each carrier is,  
12 however, responsible for testing its own network, with each having the  
13 same goal of clearing troubles in a timely fashion.

14

15 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

16

17 A. Yes.

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