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August 15, 2001

EXECUTIVE SECRETARY

David Waddell
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

Re: *Petition for Arbitration of DIECA Communications, Inc. d/b/a Covad
Communications Company for Arbitration of Certain Terms and
Conditions of Proposed Agreement with BellSouth Telecommunications,
Inc. Concerning Interconnection and Resale Under the
Telecommunications Act of 1996*
Docket No. 00-01130

Dear David:

Enclosed please find the original and thirteen copies of the rebuttal testimony of William Seeger and Mike Zulevic in the above-captioned proceeding. On August 3, Covad inadvertently filed the direct testimony of Seeger and Zulevic instead of the rebuttal testimony. I apologize for any inconvenience. Please call with any questions.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:

Henry Walker
by WLM w/permission
Henry Walker

HW/wlm

1 **Q. What is the purpose of your rebuttal testimony?**

2 A. We will respond to BellSouth testimony of witness Kephart, Latham, Williams and Cox
3 regarding issues raised in our direct testimony.

4 **Issue 5(a): What is the appropriate time BellSouth may take to provision an unbundled**
5 **voice-grade loop, ADSL, HDSL or UCL for Covad?**

6
7 **Issue 5(b): What is the appropriate time BellSouth may take to provision an IDSL-**
8 **compatible loop for Covad?**

9 **Q. Mr. Seeger, BellSouth witness Latham seems to argue that BellSouth cannot deliver**
10 **any volume of loops within 3 or 5 business days. Do you agree?**

11 A. Absolutely not. First, BellSouth admits a single loop can certainly be delivered in that
12 time. That means that the basic steps to provision a loop can be achieved in these time
13 frames. The rest is a matter of force and load balancing. Whatever BellSouth's CLEC
14 volume (and I'd be willing to bet it has dramatically decreased in the last few months),
15 BellSouth should manage its force to accommodate it.

16 **Q. In your experience, are these intervals achievable?**

17 A. Yes. As I said in my direct testimony, I have actually performed this type of work and I
18 can tell you that it can be done in the intervals Covad proposes.

19 **Q. Does the extra work BellSouth says it takes to provision an IDSL line justify**
20 **BellSouth's two week loop delivery proposal?**

21 A. No. These loops require a specialized line card and must be provided on certain slots in
22 the DLC. I have personally installed cards in Covad DSLAMS. This process requires no
23 more than 10 minutes in the central office and one hour maximum in the remote terminal.

1 When I worked as a NYNEX technician, I installed SLC 96 (a type of digital loop carrier
2 system) cards in both central offices and remote terminals and this is not a time
3 consuming process. It entails simply putting a line card in a specific slot on the DLC
4 unit. The necessary work does not justify adding four business days to the interval.

5 **Issue 5(c): What should be the appropriate interval for BellSouth to “de-condition” (i.e.,**
6 **remove load coils or bridged tap) loops requested by Covad?**

7 **Q. Does BellSouth offer any rationale for why it cannot provision conditioned loops in**
8 **5 business days?**

9 A. No, because there isn't one. BellSouth witnesses seems to simply say that they do not
10 want to commit to the interval.

11 **Q. What about BellSouth proposals based on the different types of work environment**
12 **in which the conditioning is done?**

13 A. Conditioning is nothing more than routine maintenance. To suggest that there is
14 something about performing this work in an underground environment that takes 30
15 business days is ridiculous. Conditioning jobs are dispatched and worked on a daily
16 basis, irrespective of whether they are underground or in the air. BellSouth conditions
17 loops to support various types of retail products and those customers are not asked to wait
18 thirty business days for a loop.

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

22 **Q. What does BellSouth witness Kephart say about joint acceptance testing on the new**
23 **UCL-ND?**

1 A. Well, it's actually kind of strange. Kephart states "BellSouth will perform testing needed
2 to provision the loop to ensure that a non-designed xDSL loop ordered by Covad meets
3 the specifications for that particular loop." This contrasts with what BellSouth said about
4 testing the UCL-ND during the Florida arbitration. In the arbitration, BellSouth said that
5 it would do continuity testing on these loops only when they required a dispatch.
6 However, BellSouth said that the remainder of the loops would be provisioned with no
7 testing -- only a records check. In Florida, Kephart admitted that many times these
8 records could be wrong or other problems with the loop could result in the loop being
9 delivered to Covad when it didn't work. We believe joint acceptance testing will prevent
10 that from happening.

11 **Q. If Covad wants joint acceptance testing, why shouldn't Covad pay separately for it?**

12 A. Remember, joint acceptance testing insures that the loop is working when delivered.
13 BellSouth already has the obligation to deliver a working loop. Joint testing acts as a
14 safety net to insure that BellSouth does what it is already obligated to do. When Covad
15 performs joint testing, we are actually performing a service for the ILEC. We are
16 essentially helping them to confirm that their loops work. If anything, BellSouth should
17 pay us for this service.

18 **Issue 16: Where should the splitter be located in the central office?**

19 **Q. Mr. Zulevic, on page 3, Mr. Williams states that the rack mounted splitter is more**
20 **efficient because it uses less frame space. Do you agree?**

21 A. No. This ignores the fact that a relay rack, three tie cables and the associated cable
22 racking is required with the BellSouth configuration, together with space for the relay
23 rack. Moreover, BellSouth has not offered one piece of information showing that it is

1 experiencing or expects to experience a frame exhaust situation in a central office
2 equipped for line sharing. Furthermore, there is no doubt that it is more efficient to wire
3 individual line shared loops when the splitter is mounted on the frame. We are talking
4 about making cross connections on one block on the frame (since the cross connect
5 capability is an integral part of the frame mounted splitter) with Covad's proposal rather
6 than making cross connections on three separate blocks that are often spread out on the
7 frame.

8 **Q. Mr. Zulevic, on page 4, BellSouth witness Williams argues that BellSouth should be**
9 **able to make engineering decisions as it sees fit regarding placement of the splitter.**
10 **Do you agree?**

11 A. Yes, but BellSouth is not entitled to make engineering decisions that add excessive and
12 unnecessary costs to line sharing or that prevent Covad from providing reliable, high
13 quality service to our end user customers. Placing the splitter anywhere other than the
14 frame does exactly that.

15 **Q. What about Mr. Williams's contention that BellSouth has to retain flexibility in case**
16 **a central office has a unique arrangement?**

17 A. I believe our plan allows for that. We ask either that the splitter be placed on the frame or
18 within 25 feet of the frame. As an alternative, Covad is also willing to allow BellSouth
19 flexibility to place the splitter elsewhere as long as that placement does not affect the cost
20 of line sharing. In other words, as long as the line sharing charges assume the most
21 efficient placement of splitters in a central office, BellSouth can place the splitter where
22 ever it pleases.

23 **Issue 18: What should the provisioning interval be for the line sharing unbundled network**

1 element?

2 **Q. On page 6, BellSouth witness Williams talks about BellSouth's planned intervals for**
3 **provisioning line sharing. Why aren't those sufficient for Covad?**

4 A. First, BellSouth again seems reluctant to commit to any interval. Mr. Williams talks a lot
5 about planning and "planned" intervals, but I see a severe lack of commitment. Covad
6 wants a set interval in our Interconnection Agreement so that both BellSouth and Covad
7 will not know their rights and obligations.

8 **Q. Why wouldn't Covad be satisfied with getting line shared loops in the same amount**
9 **of time that BellSouth takes to provision its own retail ADSL loops?**

10 A. Two reasons. First, Covad has had significant difficulty unraveling, examining and
11 validating BellSouth's reported intervals for retail ADSL provisioning. Second, it seems
12 simpler for both parties to have set intervals that must be achieved. Even Mr. Williams
13 acknowledges that BellSouth can provision line shared loops faster than 3 business days.
14 His concerns seems to be that orders may fall out of the BellSouth systems and require
15 manual handling, which could take longer than Covad's proposed intervals. That seems
16 like an easy problem to cure. If it is a BellSouth system problem causing fallout,
17 BellSouth should fix its systems. If something Covad is doing causes fallout, BellSouth
18 should instruct Covad how to avoid these problems. After all, we are not creating
19 intervals just so BellSouth will miss the delivery date. We want the loops installed in that
20 amount of time. We want our customers to be delighted with Covad service. Anything
21 we can do to achieve a shorter loop delivery interval, we are certainly willing to do.

Issue 22: Should BellSouth test for data continuity as well as voice continuity both when provisioning and when repairing line shared loops?

Q. On page 8 of his direct testimony, Mr. Williams states that the LSVT test sets have been deployed to every central office equipped for line sharing. Is that your understanding?

A. No, I do not believe that every central office has that LSVT set. However, in my experience, they do have the BellSouth Sunset test set for BellSouth's retail ADSL installation and maintenance.

Issue 23: Should Covad have access to all points on the line shared loop?

Q. On page 11 of his direct testimony, Mr. Williams says there is a process for reporting and repairing troubles on line shared loops that should be sufficient for Covad. Do you agree?

A. No. First, in previous hearings, Mr. Williams did not even know how long BellSouth had to repair a trouble ticket. Likewise, he did not know how long BellSouth usually takes to repair a trouble ticket for BellSouth's ADSL service. Further, BellSouth employees have the names and numbers of technical resources to resolve problems for their ADSL customers instantly. CLECS like Covad must adhere to a strict trouble reporting process which is in no way at parity with BellSouth. So saying there is a process in place, without any evidence that the process actually works, does not justify depriving Covad of its ability to access all points of interconnection on the loop.

Q. On page 11, Mr. Williams also says that BellSouth tracks all wiring changes performed on the central office frame. How does this impact issue 23?

A. It doesn't. First, if Bellsouth is so zealous about tracking wiring in the central office,

1 why does it take Covad so long to get wiring troubles resolved in a central office. Covad
2 repeatedly finds that both line shared loops and stand alone loops have been not been
3 wired at all, have been incompletely wired or have sometimes been cross connected to
4 the wrong pair. As a result, Covad's service will not work. If BellSouth's record
5 keeping was as comprehensive as Mr. Williams seems to indicate, BellSouth should be
6 able to rapidly resolve any Covad trouble in the central office.

7
8 Second, Covad has no intention of doing any wiring work. We simply want the same
9 access to the loop as BellSouth has. We want to be able to quickly diagnose problems
10 and assist BellSouth in resolving them promptly. To do so, we need access to all the
11 points of interconnection on the line shared loop.

12 **Issue 25: In the event Covad desires to terminate its occupation of a collocation space, and**
13 **if there is a waiting list for space in that central office, should BellSouth notify the next**
14 **CLEC on the waiting list to give that CLEC the opportunity to take that space as**
15 **configured by Covad (such as racks, conduits, etc.), thereby relieving Covad of its**
16 **obligation to completely vacate the space?**

17 **Q. Why is Covad even arbitrating this issue?**

18 A. We believe it exemplifies the difficulty all CLECs have negotiating with BellSouth.
19 During negotiations, Covad sought to find some way to, in some cases, avoid removing
20 its equipment and incurring that expense. We thought that if there was a CLEC on the
21 waiting list that might want the space as we had prepared it, we could work a deal with
22 that CLEC. The only problem is that we don't know who is on the waiting list. Only
23 BellSouth knows that. So all we are asking is for BellSouth to give us the name and

1 contact number for the first CLEC on the waiting list. BellSouth refused to alter its
2 process in any way during negotiations.

3
4 Covad merely wants to retain the right to find another CLEC interested in acquiring the
5 space from Covad. That way Covad could negotiate privately with the other CLECs to
6 sell its equipment and could be relieved of the obligation to restore the space to its
7 original condition. Covad does not want (and would not ask) BellSouth to broker its
8 equipment.

9 **Q. How would this affect the intervals for collocation required by the TRA?**

10 A. It wouldn't. Covad would be negotiating with a CLEC while we were still in the space
11 and still paying for it. Once we had reached an agreement with the other CLEC, it seems
12 like transition in the space should be much quicker for that CLEC. But under no
13 circumstance would it impinge on any interval in which BellSouth is required to
14 provision space.

15 **Issue 26: Should the demarcation point of Covad's collocation space be changed from the**
16 **point-of-termination bay, as currently provided in the agreement, to BellSouth's**
17 **distribution frame?**

18 **Q. What explanation does BellSouth provide for seeking to change the demarcation**
19 **point in the central office?**

20 A. None. BellSouth has just decided to change it.

21 **Q. On page 7, BellSouth witness Kephart says that the point of termination bay (POT**
22 **bay) is not an appropriate demarcation point. Do you agree?**

23 A. No. Moreover, the POT bay or frame has served as the demarcation for every one of

1 Covad's collocation spaces in the BellSouth region since we entered the market here.
2 That's over 197 collocation spaces that currently use the POT bay for the demarcation
3 point. Nonetheless, Mr. Kephart merely says that it is not appropriate without giving any
4 explanation. Furthermore, to suggest that the demarcation point is "normally the
5 distributing frame" is ridiculous. First, as illustrated above, Covad has 197 collocation
6 spaces in which the distributing frame was not the demarcation point. Second, until
7 recently, BellSouth refused to give CLECs access to the distributing frame for any
8 reason. Thus, it certainly has not been "normal" for the distributing frame to act at the
9 demarcation point.

10 **Q. Why is Covad opposed to the demarcation point being on the distributing frame?**

11 A. We have several problems with this, as discussed more fully in our direct testimony.
12 First, we believe that changing the demarcation point imposes additional work for Covad,
13 while reducing the work BellSouth has to do to prepare the space for collocation. It
14 probably would cut the BellSouth work in half. Nonetheless, BellSouth would have the
15 exact same interval for accomplishing that work as it did before it changed the
16 demarcation point. So BellSouth would take the same amount of time to do about half of
17 the work. Then, Covad would have to come in with vendors and do the work on our
18 time. Ultimately, this will simply delay collocation. Second, we believe it will be
19 confusing to change the demarcation point in central offices. As we discuss more below,
20 both BellSouth and Covad will suffer, waste time and effort, and will be impacted by this
21 unnecessary change. Finally, we believe it will be more difficult for Covad to effectively
22 test at the distributing frame. Although BellSouth is purportedly obligated to give us
23 access there, that message has not reached many of its central offices. Time and time

1 again we are told that we must have an escort to the go to the frame or are denied access
2 altogether. This occurs despite Covad's having executed a new security agreement that
3 purportedly gives us full access to the frame.

4 **Q. If Covad is not successful in retaining the existing demarcation point and**
5 **demarcation point language currently in its Interconnection Agreement, what will**
6 **be the effect?**

7 A. It is going to be enormously confusing to everyone -- BellSouth and Covad. For
8 example, assume Covad has in place 900 circuits in a central office which were ordered
9 and installed under Covad's existing Interconnection Agreement. Those circuits would
10 all be terminated to a Covad provided point of termination bay (POT) that is the
11 demarcation point. Everything from the POT bay back to Covad's collocation space and
12 equipment is our responsibility. Everything from the POT bay out through the central
13 office to the NID at the customer's premise is BellSouth's responsibility. Then assume,
14 BellSouth successfully changed the demarcation point to the conventional distributing
15 frame, as Mr. Kephart suggests (Kephart Direct, p. 7). When Covad orders additional
16 circuits, the demarcation point for those circuits will be different than for the existing 900
17 circuits already in place.

18 **Q. Why would that be a problem?**

19 A. Because whenever Covad or BellSouth tries to resolve a trouble, each will first have to
20 figure out whether the new demarcation point or the old demarcation point applies to that
21 circuit. Based on that, both Covad and BellSouth will have to go to a different location to
22 test. It would become even more confusing when either Covad's or BellSouth's vendors
23 are involved. In some cases, Covad would be responsible for the cabling back to the

1 frame, but in other cases BellSouth would be responsible.

2 **Q. How has Covad proposed to solve this?**

3 A. First, we want to retain the existing demarcation point language -- giving us the option to
4 use a POT bay in our collocation space for the demarcation point. Second, irrespective of
5 where the demarcation point would be for new collocation spaces, Covad proposes that
6 the existing demarcation point in any central office where we are already collocated be
7 used for all future growth in that central office. That way, we do not run the risk of
8 having two different demarcations points in the same central office.

9 **Issue 31: Should BellSouth resolve all loop "facilities" issues within thirty days of**
10 **receiving a complete and correct local service request from Covad?**

11 **Q. On page 8, Mr. Kephart argues that it is not reasonable to place an arbitrary,**
12 **artificial time limit on when facilities issues can be resolved. Do you agree?**

13 A. No. Covad is not requesting an arbitrary time limit to resolve facilities issues. We
14 believe that 30 days is more than reasonable.

15
16 Covad has placed hundreds of orders with BellSouth that were held "pending facilities."
17 Because there is no deadline to fill these orders, many linger for days or even months
18 before either Covad or the customer cancels them. All we are trying to do is to get
19 BellSouth to focus on resolving these issues in a timely way. Without a clear cut interval,
20 BellSouth will never resolve the problems in a way that enables Covad to deliver
21 customer satisfaction.

22 **Q. On page 8, Mr. Kephart states that BellSouth will resolve facility problems for**
23 **Covad in the same amount of time as for itself. Please comment?**

1 A. We just have no way of confirming that. Plus, we have found that if we can give our
2 customers a specific, targeted date by which the problem will be resolved, they are
3 generally willing to wait. Without being able to say that the problem will be resolved by
4 a specific date leaves too much uncertainty. Nonetheless, we have proposed what will be
5 appropriate in some circumstances. We think BellSouth should have set intervals for a
6 few common types of facilities problems, and we are willing to allow the rest to be
7 worked in the same time frame as BellSouth works its own retail problems. This is
8 reasonable and the Covad proposal should be adopted by the Commission.

9 **Q. Does that conclude your testimony?**

10 A. Yes.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via fax to the following on this the 15th day of August, 2001.

Guy Hicks, Esq.
BellSouth Telecommunications, Inc.
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Nashville, TN 37201-3300

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by wkm
w/permission