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May 19, 2003

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**BY HAND DELIVERY**

Ms. Blanca Bayó, Director  
Division of Records and Reporting  
Room 110, Easley Building  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: Docket No. 030137-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of ITC^DeltaCom Communications, Inc. are the following documents:

- 04482-03 1. An original and fifteen copies of the Direct Testimony of Steve Brownworth;
- 04483-03 2. An original and fifteen copies of the Direct Testimony of Mary Conquest;
- 04484-03 3. An original and fifteen copies of the Direct Testimony of Jerry Watts; and
- 04485-03 4. An original and fifteen copies of the Direct Testimony of Don J. Wood.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

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cc: Parties of Record

Sincerely yours,

Floyd R. Self

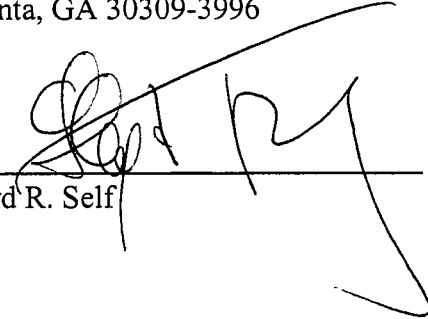
## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Direct Testimony of Steve Brownworth, the Direct Testimony of Mary Conquest, the Direct Testimony of Jerry Watts, and the Direct Testimony of Don J. Wood have been served upon the following parties by Hand Deliver (\*) and/or U. S. Mail this 19<sup>th</sup> day of May, 2003.

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Florida Public Service Commission  
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Tallahassee, FL 32399-0850

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Floyd R. Self

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

**DIRECT TESTIMONY**

**OF**

**STEVE BROWNORTH**

**ON BEHALF OF**

**ITC^DELTACOM COMMUNICATIONS, INC.**

**DOCKET NO. 030137-TP**

**MAY 19, 2003**

DOCUMENT NUMBER DATE

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FPSC-COMMISSION CLERK

1   **Q:   PLEASE STATE YOUR NAME, POSITION AND BUSINESS ADDRESS.**

2   A:   My name is Steve Brownworth. I am an employee of ITC^DeltaCom  
3       Communications, Inc. ("ITC^DeltaCom"), and my business address is  
4       1791 O.G. Skinner Drive, West Point, Georgia 31833.

5

6   **Q:   PLEASE DESCRIBE YOUR BUSINESS EXPERIENCE AND**  
7       **BACKGROUND.**

8   A:   My education and relevant work experience are as follows:

9

10       I received a bachelor's degree with a major in Quantitative Methods from  
11       the University of Illinois – Chicago in 1982. I have over 20 years of  
12       telecommunications experience. My experience primarily lies in the  
13       design and deployment of IXC and CLEC architecture.

14

15       Currently I'm the Director of Systems Planning for ITC^DeltaCom. I am  
16       responsible for the network architecture of the local and long-distance  
17       voice network, data network (ATM/Frame/IP) and our fiber optic transport  
18       network. I've been in this position for the last eight years. In my role at  
19       ITC^DeltaCom, I've assisted other companies in their initial network  
20       design and configurations including SoLinc, PowerTel and Mindspring.  
21       These responsibilities include off-net vendor management, the negotiation  
22       of contracts with ITC^DeltaCom's IXC and CAP providers and determining

1           how to best utilize the facilities offered in the interconnection agreement in  
2           the ITC^DeltaCom network.

3

4           Prior to joining ITC^DeltaCom, I spent five years, 1989-1994, with MCI as  
5           Sr. Manager, Network Design, managing strategic designs of their SONET  
6           transmission deployment, real-time restoration and reliability plans,  
7           dynamic switch routing and capital cost justifications. Prior to MCI, from  
8           1982 to 1989, I held management positions with Telecom\*USA,  
9           SouthernNet and Telesphere, in switch network design, traffic  
10          engineering, line cost, and provisioning.

11

12   **Q:    HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?**

13   A:    Yes.

14

15   **Q:    WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

16   A:    The purpose of my testimony is to address unresolved issues concerning  
17          network interconnection and various other network operations issues.

18

19   **Issue 8: Integrated or Universal Digital Loop Carrier ("IDLC" and "UDLC")**

20   **Q:    SHOULD BELL SOUTH BE REQUIRED TO PROVIDE AN UNBUNDLED**  
21          **LOOP USING IDLC TECHNOLOGY TO ITC^DELTACOM THAT WILL**  
22          **ALLOW ITC^DELTACOM TO PROVIDE CONSUMERS THE SAME**  
23          **QUALITY OF SERVICE AS THAT OFFERED BY BELL SOUTH TO ITS**

1           **CUSTOMERS?**

2    A:    Yes. IDLC is very important to ITC^DeltaCom because if unbundled local  
3           switching is no longer available or is only available in some areas, then  
4           the quality of loop delivered is critical. It is imperative that ITC^DeltaCom  
5           be able to order a local loop on behalf of the end user customer and that  
6           local loop should receive the same quality of service that BellSouth  
7           currently offers that same customer. In other words, BellSouth should not  
8           provide a degraded local loop to ITC^DeltaCom. By having access to  
9           IDLC technology or ensuring that there are no additional analog to digital  
10          (A to D) conversions, the end user consumer will be assured, when they  
11          move from one carrier to another, that they will have the same quality local  
12          loop.

13  
14   **Q:    WHY IS THE ANALOG TO DIGITAL (A TO D) CONVERSION CONCEPT**  
15   **IMPORTANT?**

16   A:    Additional A to D conversions cause problems associated with quality  
17          voice call, fax, and dial-up internet services. BellSouth's position seems to  
18          be that if the loop meets the minimum voice grade standards for the  
19          customer, regardless of quality of the local loop pre-conversion, it has met  
20          its obligations to ITC^DeltaCom. However, the customer perceives and  
21          experiences a degradation in service. Customers' typical experiences in  
22          this regard include problems with modem speed on dial-up internet/data  
23          services, fax, noise/static on the line and other quality issues.

1

2 **Q: BELLSOUTH'S POSITION ON IDLC IS FOR ITC^DELTACOM TO**  
3 **FOLLOW THE NEW BUSINESS REQUEST PROCESS. HOW DO YOU**  
4 **RESPOND TO THIS?**

5 A: We have been working with BellSouth on the implementation of language  
6 that requires no additional analog to digital conversions into our local  
7 service orders and the network. Therefore no new business request  
8 should be required.

9

10 Furthermore, IDLC technology is not new and should not require a new  
11 business request from BellSouth. IDLC technology makes the BellSouth  
12 network more efficient by relying on less copper wire, providing protection  
13 switching, forwarding alarms, and working with larger size line counts in  
14 terms of the efficiency of network itself. If IDLC is not used by BellSouth  
15 the manner that ITC^DeltaCom is serviced will translate into additional  
16 signal regeneration, additional amplifiers, additional use of copper, all of  
17 which causes increased cost to BellSouth as well as poor quality to the  
18 consumer.

19

20 BellSouth does not give ITC^DeltaCom a clear alternative in the migration  
21 of customer IDLC loops to ITC^DeltaCom without causing additional A to  
22 D conversions. It is important for the customer to receive the same level  
23 of service and quality on the loop with BellSouth as with ITC^DeltaCom.

1       The manner in which BellSouth designs and manages the local network  
2       with respect to CLECs does not allow parity at the customer level. The  
3       FCC in its UNE Remand Order made it clear that a loop network elements  
4       includes all “features, functions, and capabilities of the transmission  
5       facilities, including dark fiber and attached electronics...” and  
6       “capabilities” would necessarily include the speed associated with an IDLC  
7       loop. (In the Matter of Implementation of the Local Competition Provisions  
8       of the Telecommunications Act of 1996, CC Docket 96-98, Rel. Nov. 5,  
9       1999, ¶ 167.) Further, the FCC stated that “(t)he definition of a network  
10      element is not limited to facilities, but also includes features, functions and  
11      capabilities as well.. Some loops, such as integrated digital loop carrier  
12      (IDLC) are equipped with multiplexing devices, without which they cannot  
13      be used to provides service to end users. Because excluding such  
14      equipment from the definition of the loop would limit the functionality of the  
15      loop, we include the attached electronics... within the loop definition.” (Id.  
16      At ¶175). Finally, the FCC stated that nondiscriminatory access means “at  
17      least two things: first the quality of an unbundled network element that an  
18      incumbent LEC provides, as well as the access provided to that element,  
19      must be equal between all carriers requesting access to that element;  
20      second, where technically feasible, the access and unbundled network  
21      element provided by an incumbent LEC must be provided in “substantially  
22      the same time and manner” to that which the incumbent provides to  
23      itself.” (Id. At ¶ 490).



1

2

3 ITC^DeltaCom cannot compete in the marketplace with BellSouth if the  
4 loops offered to ITC^DeltaCom are significantly different in terms of quality  
5 from the loops that BellSouth uses to service their own customers.

6

7 **Issues 11(b): Access to UNEs**

8 **Q: MR. WATTS IS PROVIDING TESTIMONY REGARDING SUBPART (A)**  
9 **OF ISSUE 11. WHAT IS ITC^DELTACOM'S POSITION REGARDING**  
10 **ISSUE 11(B)?**

11 A: Issue 11(b) addresses BellSouth's requirement for UNEs to be delivered  
12 to ITC^DeltaCom's collocation arrangement. ITC^DeltaCom asserts that  
13 this is not a valid requirement and that UNEs are currently being provided  
14 without being delivered to a collocation arrangement. BellSouth does not  
15 cite, nor can it, any federal or state authority for imposing such an illegal  
16 restriction on a competitor's ability to access BellSouth's network under  
17 Section 251 of the Act. Such a restraint would be starkly inconsistent with  
18 the Supreme Court's interpretation of Section 251(c)(3) of the Act. In  
19 rebuffing the ILECs' challenge to the FCC's so-called "all elements rule"  
20 (allowing competitive carriers to use any or all of the ILEC's network  
21 elements to create a telecommunications service), the Supreme Court has  
22 stated, we think, that the FCC reasonably omitted a facilities-ownership  
23 requirement. The 1996 Act imposes no such limitation; if anything, it

1 suggests the opposite, by requiring in Section 251(c)(3) that incumbents  
2 provide access to 'any' requesting carrier.

3

4 Therefore, given that the neither the Act—as interpreted by the FCC, and  
5 affirmed by the Supreme Court—nor this Commission has ever imposed a  
6 collocation requirement on requesting carriers' ability to access UNEs,  
7 BellSouth cannot present any justification that would compel such a  
8 requirement at this time.

9

10 ITC^DeltaCom recommends that BellSouth's requirement regarding  
11 delivery of UNEs to collocation arrangements be denied and that the  
12 following language be approved:

13 BellSouth shall deliver the Network Elements purchased by  
14 ITC^DeltaCom in compliance with FCC and Commission rules.

15

16

17 **Q: DO YOU HAVE ANY RECENT EXAMPLES THAT YOU WOULD LIKE**  
18 **TO CITE?**

19 A: Yes. ITC^DeltaCom is working with a CLEC in Florida where the CLEC  
20 would like to utilize ITC^DeltaCom's existing collocation resources.  
21 ITC^DeltaCom provided the CLEC with a Letter of Authorization ("LOA")  
22 allowing that CLEC to place UNE orders with BellSouth into our  
23 collocations. BellSouth rejected the CLEC's orders. BellSouth informed

1 ITC^DeltaCom that it would process the UNE orders if the CLEC  
2 reordered these services as special access. BellSouth suggested as an  
3 alternative that ITC^DeltaCom could place all the UNE orders for the  
4 CLEC. This example clearly shows that BellSouth's treatment of UNEs to  
5 a collocation is discriminatory when compared to the use of the equivalent  
6 Special Access services to the same collocation.

7  
8 **Q: WHAT IS THE IMPACT TO ITC^DELTACOM IF ITC^DELTACOM**  
9 **ORDERS THE UNE SERVICES FOR THE OTHER CLEC?**

10 A: CLECs have their own operational systems and processes between  
11 themselves and BellSouth. Inserting ITC^DeltaCom as the ordering entity  
12 does not add any value to this process and in fact will significantly slow  
13 the process of provisioning customers. Additionally, we do not believe we  
14 are required to resell BellSouth UNE elements in order for another CLEC  
15 to utilize our collocation space.

16  
17 **Q: WHY IS IT IMPORTANT FOR CLECS TO UTILIZE OR SHARE**  
18 **COLLOCATION SPACE?**

19 A: The telecommunications industry and more specifically CLECs have very  
20 limited capital dollars available for network expansion. Where one CLEC  
21 has deployed capital to expand in the local network, it would be  
22 reasonable for other CLECs to utilize that collocation space and share this  
23 capital resource. The sharing of resources allows the CLEC that deployed

1 the capital to more fully utilize its capital, thereby improving the return on  
2 the investment, and allows the other CLEC to preserve capital or to utilize  
3 capital in other areas of its network.  
4

5 **Issue 13(b): Testing of UNEs**

6 **Q: SHOULD THE PARTIES BE REQUIRED TO PERFORM COOPERATIVE**  
7 **TESTING WITHIN TWO HOURS OF A REQUEST?**

8 A: Yes. ITC^DeltaCom's existing contract states that BellSouth will, within  
9 two hours of an ITC^DeltaCom request, use its best efforts to perform  
10 cooperative testing. This language is important to us because BellSouth  
11 now seeks to define the time frame to be "as soon as practical" after the  
12 request is received and on a "first come, first serve basis."  
13

14 **Q: WHY IS BELL SOUTH'S "AS SOON AS PRACTICAL" LANGUAGE**  
15 **INSUFFICIENT?**

16 A: Because this language does not set a timeframe standard within  
17 BellSouth. There is no accountability. What is "practical" is purely  
18 discretionary. This could mean setting a 4-8 hour window or even a "next  
19 business day" standard. Such an open measurement would provide  
20 ITC^DeltaCom with no capability to monitor or audit BellSouth's  
21 cooperation regarding testing. In our current agreement, we have "best  
22 efforts" language because both parties recognized that circumstances can  
23 arise where either party would not meet the two hour window.

1

2       The first-come, first -serve suggestion is similarly flawed. At bottom  
3       BellSouth's position likely will result in greater than a two hour window if  
4       BellSouth changes its processes, staffing levels or the mechanisms used  
5       to test UNEs. If the two-hour standard is removed, ITC^DeltaCom would  
6       never know if it was being discriminated against in favor of other CLECs  
7       because "as soon as practical" may translate into a one-hour window for  
8       BSE (BellSouth's affiliate) but a five hour window for ITC^DeltaCom. In  
9       short, the language offered BellSouth still leaves BellSouth free to set  
10      whatever internal standards it wishes for cooperative testing.

11

12   **Q:   BELLSOUTH'S POSITION SEEMS TO SUGGEST IF IT GIVES**  
13       **ITC^DELTACOM TWO HOURS, IT MUST DO SO FOR ALL CLECS**  
14       **AND SUCH A REQUIREMENT WOULD BE IMPOSSIBLE. PLEASE**  
15       **COMMENT.**

16   A:   Other CLECs have the opportunity to opt into our agreement if this is  
17       important to them. However, if BellSouth misses a two-hour window, it  
18       would not be considered a violation of the entire agreement because  
19       again, the parties agreed they would use their "best efforts."

20

21   **Q:   HOW WOULD THE "AS SOON AS PRACTICAL" POLICY IMPACT**  
22       **ITC^DELTACOM'S FLORIDA CUSTOMERS?**

23   A:   If the customer has trouble or we have a need to work cooperatively with

1 BellSouth on testing, we cannot give our customer a time certain as we do  
2 not know what the standard to hold BellSouth accountable. The two-hour  
3 timeframe gives ITC^DeltaCom an escalation reference when trying to get  
4 resources within BellSouth to work with ITC^DeltaCom.

5

6 **Q: HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

7 A: The two-hour standard has been approved as part of our current  
8 interconnection agreement. The Commission should require it that  
9 remain.

10

11

12

13

14 **Issue 18: Testing of NXX Codes, Call Forwarding Variable and Remote**  
15 **Access to Call Forwarding Variable.**

16

17 **Q: WHY IS CODE (NPA-NXX) TESTING AND THE TESTING OF SWITCH**  
18 **TRANSLATIONS IMPORTANT TO ITC^DELTACOM?**

19 A: In managing its switch network, ITC^DeltaCom considers it very important  
20 that customers can send as well as receive phone calls from the local  
21 network. Part of this quality assurance is the ability to test BellSouth and  
22 ITC^DeltaCom's NXX codes in the BellSouth network.

23

24 **Q: HAS BELL SOUTH MADE AVAILABLE TO ITC^DELTACOM ANY NXX**

1           **CODE OR NUMBER TESTING RESOURCES OR CAPABILITIES?**

2       A:     No, BellSouth has not made its NXX code testing OSS or other systems  
3             available to ITC^DeltaCom. ITC^DeltaCom's work-around for code testing  
4             currently is to put remote call forward numbers into BellSouth central  
5             offices, which allows us to dial ITC^DeltaCom numbers in the BellSouth  
6             central office and have those numbers forward to a test or customer  
7             number.

8  
9       **Q:     HOW DID ITC^DELTACOM ARRIVE AT THIS WORK AROUND?**

10      A:     In late 1997 and 1998, ITC^DeltaCom first approached its BellSouth  
11             account team and requested a means by which to test NXX codes. At that  
12             time, BellSouth instructed ITC^DeltaCom to file a Bona Fide Request  
13             ("BFR"). After many months of discussion with the BellSouth account  
14             team, ITC^DeltaCom realized that BellSouth would not provide any  
15             realistic solution. The one solution proposed by BellSouth at that time  
16             involved ITC^DeltaCom ordering an FX line into each BellSouth office  
17             (BellSouth has approximately 1600 offices regionwide). Clearly, such a  
18             solution is unreasonable given the extraordinary cost involved and would  
19             be unreasonable for BellSouth if BellSouth were in ITC^DeltaCom's  
20             position. (See Testimony of Mr. Tom Hyde, Direct at p. 26-27 and Mr.  
21             Milner filed in Docket No. 990750-TP). Thus, in 1999-2000, ITC^DeltaCom  
22             carried this issue to arbitration in Florida and other states. After  
23             mediation, BellSouth offered the language that is in our agreement today

1 which provides the feature of remote call forwarding at cost based rates.  
2 Now, BellSouth wants to charge retail rates for the remote call forwarding.  
3 ITC^DeltaCom has successfully used this work around to check NXX  
4 codes, but now it appears that we are back at square one.

5

6 **Q: HOW IS THE USE OF REMOTE CALL FORWARD NUMBERS**  
7 **HELPFUL TO ITC^DELTACOM, BELL SOUTH AND THE END-USER?**

8 A: Remote call-forwarding gives ITC^DeltaCom a virtual presence in the  
9 BellSouth central office, as if it was a BellSouth customer placing calls  
10 over the BellSouth network. This allows us to quickly test and identify if  
11 there is an NXX code translation, local number portability or other routing  
12 problem. The ability for ITC^DeltaCom to test and to determine whether  
13 the customer problem is related to BellSouth translations benefits both  
14 companies. It benefits ITC^DeltaCom by being able to quickly identify the  
15 problem, and it benefits BellSouth when we issue trouble tickets to have  
16 example calls that can be used to perform trouble ticket resolution. The  
17 code testing benefits the consumer because trouble tickets with a  
18 customer sending or receiving phone calls are more quickly handled with  
19 the ability to duplicate or simulate the call problem. This level of testing is  
20 necessary to assure that the quality of the network is maintained at high  
21 levels.

22

23 **Q: ARE THERE OTHER APPLICATIONS OF CODE TESTING NOT**



1           **RELATED TO CUSTOMER TROUBLE TICKETS?**

2       A:    NXX code testing is integral to the processes ITC^DeltaCom uses in turn-  
3           up of new code resources, including number pooling. The ability for  
4           ITC^DeltaCom to test NXX codes ahead of putting customers on our  
5           network, utilizing these codes, ensures a customer being added to the  
6           ITC^DeltaCom network will not have problems with these new code  
7           resources.

8  
9       **Q:    WHAT IS YOUR UNDERSTANDING OF BELL SOUTH'S POSITION AND**  
10       **WHY DO YOU DISAGREE?**

11      A:    BellSouth's position is that this testing capability should be done as if  
12           ITC^DeltaCom was a retail business customer and ITC^DeltaCom should  
13           be ordering these services as tariff services through a business center at  
14           tariffed rates, as opposed to what we believe to be a critical network  
15           function at UNE rates.

16  
17           BellSouth's alternative is to have BellSouth develop these services  
18           through the submission of another new business request. The parties  
19           went down that road previously without result. The federal  
20           Telecommunications Act of 1996 ("Telecommunications Act or "Act")  
21           requires BellSouth to make its OSS systems available on a parity level.  
22           ITC^DeltaCom understands that the OSS systems involved with code  
23           translations are quite complex and would be very difficult to duplicate or

1 give access to the CLEC.

2

3 ITC^DeltaCom has sought, with no assistance from BellSouth, a way to  
4 test codes in a manner that is suitable to ITC^DeltaCom and feel would be  
5 suitable to other carriers. The Commission should reject BellSouth's  
6 position that to test the BellSouth network, ITC^DeltaCom must buy  
7 tariffed items at tariffed rates. The testing of each other's mutual networks  
8 is an integral function of managing interconnecting carriers and not a retail  
9 product.

10

11 **Q: WITH THE ADVENT OF WIRELESS NUMBER PORTABILITY, WILL**  
12 **THIS ISSUE HAVE INCREASING IMPORTANCE?**

13 A: Yes, with wireless portability and wireless being commingled in the  
14 number pooling process ITC^DeltaCom will see more routing issues  
15 related to LRNs between the wireless carriers and the wireline carriers.  
16 However, the issue for ITC^DeltaCom is unchanged and that is the quick  
17 resolution of troubles that minimizes operating costs and maximizes  
18 customer satisfaction in a cost efficient manner.

19

20 **Q: HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

21 A: ITC^DeltaCom would like to use remote call forward and remote call  
22 forward variable at UNE rates for the purpose of testing the BellSouth  
23 network. We also would like a ruling so that we don't have to arbitrate this

1 same issue in another five years.

2

3 **Issue 20(b): SS7 Point of interconnection**

4 **Q: PLEASE DESCRIBE ITC^DELTACOM'S UNDERSTANDING AND**  
5 **POSITION REGARDING SS7 SIGNALING POINT OF**  
6 **INTERCONNECTION ("SPOI").**

7 A: The SPOI should be either the BellSouth or CLEC serving wire center, as  
8 opposed to the mutually acceptable point of interconnection. The mutually  
9 acceptable SPOI language does not work because BellSouth and  
10 ITC^DeltaCom have different opinions on the SPOI.

11

12 ITC^DeltaCom's position is that it is willing to put the SPOI into BellSouth's  
13 network up to a reasonable point. We believe this reasonable point to be  
14 the Serving Wire Center of the Carrier POP out of which ITC^DeltaCom  
15 hands the SS7 links to BellSouth. In this manner, ITC^DeltaCom pays for  
16 the facility from the BellSouth Serving Wire Center to the ITC^DeltaCom  
17 POP and from the ITC^DeltaCom POP, ITC^DeltaCom will use its own  
18 transport on its own network back to our STPs located in Atlanta, GA and  
19 Anniston, AL. We are not asking BellSouth to interconnect in Anniston or  
20 Atlanta into our POP space.

21

22 **Q: BELL SOUTH'S POSITION SEEMS TO BE THAT ITC^DELTACOM**  
23 **SHOULD PAY FOR 100% OF THE COSTS TO THE BELL SOUTH STP.**

1           **DO YOU AGREE?**

2    A:    No. BellSouth wants to treat the SS7 arrangement in a non-reciprocal  
3           manner. The SS7 network is used equally by both companies. BellSouth  
4           is a customer of ITC^DeltaCom as much as ITC^DeltaCom is a customer  
5           of BellSouth. BellSouth-originated phone calls terminating to  
6           ITC^DeltaCom customers utilize the SS7 network. BellSouth is able to  
7           benefit from the SS7 network in terms of completing their phone calls to  
8           the ITC^DeltaCom network. Therefore, it is reasonable for BellSouth to  
9           pay for a fair portion of the connections between the STPs. Up to this  
10          point, ITC^DeltaCom has paid for 100% of the transport costs.

11

12   **Q:    HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

13   A:    The Commission should set a reasonable, pre-determined SPOI where  
14          both companies share in the costs of transport between STP pairs.

15

16   **Issue 21: Dark Fiber Availability**

17   **Q:    SHOULD BELLSOUTH MAKE AVAILABLE TO ITC^DELTACOM DARK**  
18          **FIBER LOOPS AND TRANSPORT AT ANY TECHNICALLY FEASIBLE**  
19          **POINT?**

20   A:    Yes. ITC^DeltaCom can pick up the dark fiber loop at areas other than  
21          the collocation site. BellSouth wants to require ITC^DeltaCom to pick up  
22          such loops only at the ITC^DeltaCom collocation site. Also,  
23          ITC^DeltaCom may want to interconnect with another CLEC, and as such,

1 ITC^DeltaCom would pick up the dark fiber loop at the other CLEC's  
2 collocation site. By allowing ITC^DeltaCom to access dark fiber at any  
3 technically feasible point, the Commission would impose no greater  
4 burden on the BellSouth than that which BellSouth routinely undertakes  
5 itself to use dark fiber.

6  
7 ILECs regularly deploy fiber in segments with planned "breaks" in the  
8 path. These planned breaks also occur at points where larger backbone  
9 cable meets smaller distribution or lateral cables that connect to specific  
10 customer locations or remote terminals. In order to build maximum  
11 flexibility in how it uses its deployed fiber, the ILEC will place splice cases  
12 at these mid-span breaks. At these splice cases the ILEC can splice  
13 strands of fiber together in order to complete a path from one location  
14 (usually an ILEC central office) to another location, (usually a customer  
15 premises, remote terminal or with interoffice fiber another central office).  
16 Deployed fiber is also frequently left unconnected when that fiber path  
17 ends at a customer premises or remote terminal. When there is additional  
18 demand for that fiber, additional fiber will be terminated. The function of  
19 termination actually involves a splice.

20  
21 **Q: BELLSOUTH BELIEVES THAT DARK FIBER SHOULD ONLY BE**  
22 **AVAILABLE TO ITC^DELTACOM AT ITC^DELTACOM COLLOCATION**  
23 **SPACE WITHIN THE BELLSOUTH CENTRAL OFFICE. DO YOU**

1       **AGREE?**

2       A:    No. Dark fiber should be available at points other than the ITC^DeltaCom  
3           collocation site within the BellSouth central office. ITC^DeltaCom is not  
4           asking for, as BellSouth might indicate, a dark fiber available wherever we  
5           would like to have it. There are two good examples of why it is not  
6           practical to always meet at ITC^DeltaCom's collocation space:

7           (1)   ITC^DeltaCom and other CLECs may choose to combine or share  
8               collocation sites. Capital availability to CLECs is such that CLECs  
9               cannot continue to put in separate collocations and are seeking  
10              ways to share collocation sites and thereby reduce the amount of  
11              capital and expense for the deployment of local networks. One of  
12              the items we ask for is that dark fiber be delivered to collocation  
13              sites of other CLECs where ITC^DeltaCom and the CLEC have  
14              agreements to share networks.

15          (2)   Often when ITC^DeltaCom is working with BellSouth on dark fiber,  
16               the fiber may not be available at a building or central office, but may  
17               be available at a manhole or some other access point directly  
18               outside of a customer location or serving wire center. Where  
19               ITC^DeltaCom or another carrier has fiber into the building, we  
20               request that BellSouth meet us at that manhole (fiber splice point)  
21               and we can take the fiber into that central office or building on our  
22               own facilities. We have several examples of where we work  
23               cooperatively with BellSouth today. There are situations that exist

1           today in Atlanta and New Orleans, where ITC^DeltaCom meets  
2           BellSouth with dark fiber at different points that dealt with access  
3           directly outside of the central office or directly outside of the  
4           building. This position is a sound and reasonable business practice  
5           that needs to be continued. ITC^DeltaCom would like this sound  
6           and reasonable business practice to be better documented in our  
7           interconnection agreement.

8  
9   **Q:     WHAT POSITION HAVE OTHER COMMISSIONS TAKEN ON THIS**  
10 **ISSUE?**

11   A:     When the issue has been raised, many state commissions have  
12           recognized that the ILEC's refusal to splice and terminate dark fiber for  
13           CLECs violates their unbundling obligations and unreasonably limits the  
14           amount of unbundled dark fiber available to CLECs. SBC, for example,  
15           has argued before state commissions in California, Indiana and Texas  
16           that because un-terminated fiber is not connected to equipment at the  
17           customer location at the termination point it need not be unbundled."  
18           *(Application by Pacific Bell Telephone Company (U 1001 C) for*  
19           *Arbitration of an Interconnection Agreement with MCImetro Access*  
20           *Transmission Services, L.L.C. (U 5253 C) Pursuant to Section 252(b) of*  
21           *the Telecommunications Act of 1996, A.01-01-010, Final Arbitrator's*  
22           report Cal. PUC, July 16, 2001 at 129; EPN Reply Comments, at 50).

23  
24

1

2       The Texas PUC ruled that “unterminated and unspliced fibers should be made  
3       available to [the CLEC] for use as UNE dark fiber,” and that “[SBC] has an  
4       obligation to provide that unspliced UNE dark fiber to [the CLEC] and splice it  
5       upon request.”

6       (Docket 23396, Petition of CoServ, Inc. for Interconnection Agreement  
7       with SWBT, Arbitration Award at 139, TX PUC, April 17, 2001).

8

9       Finally, SBC is also required to splice dark fiber in Indiana and Ohio, and other  
10       ILECs perform splicing for CLECs in other states. (EPN Reply Comments, at  
11       53-55).

12

13       In light of these facts, the Commission should adopt the best practices  
14       regarding splicing and termination of dark fiber developed by state  
15       commissions around the country and incorporate the findings into its rules.

16       This Commission should allow ITC^DeltaCom to access dark fiber at any  
17       technically feasible point in its network, even if providing such access  
18       would require BellSouth to undertake fiber splicing for ITC^DeltaCom. By  
19       adopting a progressive stance regarding the efficient use of ILEC excess  
20       capacity, the Florida Public Service Commission would be following the  
21       best practices of other state commissions that have examined this issue.

22

23       ITC^DeltaCom also asks that the Commission recognize that CLECs need  
24       to have the capability to share capital within a central office by allowing



1 CLECs to order services into each other's collocation space.  
2 ITC^DeltaCom also requests that the Commission recognize that access  
3 points immediately outside of a central office or building should be made  
4 available to CLECs when BellSouth does not have access or capacity into  
5 a Central Office or building, but the CLEC does have such access.

6

7 **Issue 23: Dark Fiber Holding Period**

8 **Q: SHOULD BELLSOUTH HOLD THE DARK FIBER FOR DELTACOM**  
9 **FOR 45 DAYS AFTER RECEIVING A VALID, ERROR-FREE LSR?**

10 A: Yes. ITC^DeltaCom would like to be treated the same as other CLECs by  
11 BellSouth holding dark fiber requests for 45 day time period after receiving  
12 a valid error free ASR. If BellSouth seeks to reduce this holding period for  
13 all customers, we do not have an issue with that position. However,  
14 BellSouth is asking ITC^DeltaCom to agree to honor Bellsouth's ability to  
15 "hold" dark fiber for other carriers at the same time that BellSouth refuses  
16 to make available to ITC^DeltaCom the same opportunity. ITC^DeltaCom  
17 has offered most favored nation ("MFN") language to BellSouth to settle  
18 this issue. As long as BellSouth offers other carriers the opportunity to  
19 "hold" dark fiber then BellSouth should also honor ITC^DeltaCom's  
20 request. Once BellSouth no longer offers the opportunity to "hold" dark  
21 fiber for any other carrier, then BellSouth has no obligation to "hold" the  
22 dark fiber for ITC^DeltaCom.

23

1   **Q:   WHAT IS THE IMPACT TO ITC^DELTACOM IF THE 45 DAY TIME**  
2       **PERIOD WAS REMOVED ALTOGETHER?**

3   A:   Without this 45-day holding timeframe, ITC^DeltaCom will have to accept  
4       early delivery of fiber from BellSouth. Frequently ITC^DeltaCom asks  
5       BellSouth for fiber availability in advance of capital purchases so we can  
6       determine what the best architecture is for our network. It is important that  
7       before ITC^DeltaCom spends capital assets for configuration that it be  
8       assured dark fiber is available. The only way ITC^DeltaCom can ensure  
9       that fiber is available is to either have BellSouth reserve the fiber for a  
10      short period of time or to take early delivery of fiber.

11

12   **Q:   IF ITC^DELTACOM DETERMINES IT NEEDS DARK FIBER TO A NEW**  
13       **OR EXISTING COLLOCATION, WHY CAN'T ITC^DELTACOM ORDER**  
14       **THE DARK FIBER AND GET IT DELIVERED TO THE COLLOCATION**  
15       **SITE, WITHOUT THE HOLDING PERIOD?**

16   A:   Once a collocation firm order is placed, the BellSouth internal application  
17       process takes a set amount of time. To my knowledge BellSouth does not  
18       have a process from application to turn-up of collocation space that is less  
19       than 45 days. Without a holding period ITC^DeltaCom will have to accept  
20       the dark fiber early to a collocation site that is not ready or risk dark fiber  
21       not being available if we wait until after deployment of capital assets or  
22       collocation expense.

23

1    **Q:    HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

2    A:    The Commission should order BellSouth to match the fiber hold period to  
3           either 45 days or the length of time that BellSouth utilizes in the  
4           processing of collocation requests.

5

6    **Issue 24: Performance Data on Common Shared Trunk Groups**

7    **Q:    WHAT IS ITC^DELTACOM'S POSITION WITH REGARD TO**  
8           **PERFORMANCE DATA ON SHARED TRUNK GROUPS?**

9    A:    ITC^DeltaCom simply requests that BellSouth provide ITC^DeltaCom with  
10          any reporting associated with common transport performance that  
11          BellSouth provides to itself. BellSouth already has this information with  
12          respect to the traffic engineering of the common trunk group on which we  
13          share traffic with BellSouth regarding our local switch transport.  
14          ITC^DeltaCom does not believe that this is a professional services  
15          agreement, nor is it a new business request. It is simply sharing with us  
16          the same performance data that BellSouth uses to manage the network  
17          with ITC^DeltaCom.

18

19   **Q:    WHAT SHOULD THE COMMISSION ORDER ON THIS ISSUE?**

20   A:    The Commission should order BellSouth to share with ITC^DeltaCom the  
21          performance data so that ITC^DeltaCom can more efficiently manage the  
22          network and the trunk groups. ITC^DeltaCom is willing to pay a cost  
23          based UNE rate for this data.

1 **Issue 27: Treatment of Traffic Associated with Unbundled Local Switching**

2 **Q: WHAT DOES ITC^DELTACOM'S CURRENT INTERCONNECTION**  
3 **AGREEMENT PROVIDE WITH REGARD TO CALLS THAT ORIGINATE**  
4 **AND TERMINATE WITHIN THE LATA?**

5 A: Attached, as Exhibit SB-1 is the language in our current agreement that  
6 defines the local calling area. Treatment of traffic associated with  
7 unbundled local switching by using ITC^DeltaCom's CIC code, in servicing  
8 our UNE-P customers, should extend to the entire LATA, consistent with  
9 the current definition of "local" in our current interconnection agreement.

10

11 ITC^DeltaCom currently has several products based on the definition of  
12 "local" in our existing interconnection agreement with BellSouth. This  
13 definition includes all calls originating and terminating within the same  
14 LATA. To exclude calling within the LATA but outside of the local calling  
15 area (or the extended local calling area) from the definition of "local" would  
16 be harmful to ITC^DeltaCom customers who presently take advantage of  
17 the benefits associated with LATA-wide local calling.

18 BellSouth has the LATA-wide definition for Local Traffic that  
19 ITC^DeltaCom is currently seeking in other CLEC interconnection  
20 agreements. See Exhibit SB-2 (NewSouth/BellSouth ICA).

21

22 ITC^DeltaCom recognizes that the Commission has established a "default  
23 definition for the local calling area as in Docket No. 000075-TP, Order No.

1 PSC-02-1248-FOF-TP; however, ITC^DeltaCom has built products,  
2 designed services and its network based on the existing definition of local  
3 traffic in its current interconnection agreement. Actually, ITC^DeltaCom  
4 has had a LATA wide local definition since 1997. See Exhibit SB-3  
5 showing pages from ITC^DeltaCom's first interconnection agreement with  
6 BellSouth.

7

8 **Q: BELLSOUTH'S POSITION IS ITC^DELTACOM IS SIMPLY TRYING TO**  
9 **AVOID ACCESS CHARGES. HOW DO YOU RESPOND?**

10 A: We strongly disagree with BellSouth's position. ITC^DeltaCom simply  
11 wants the same definition of local that we have in our existing agreement.  
12 BellSouth has no evidence that ITC^DeltaCom is trying to avoid access  
13 charges. ITC^DeltaCom works diligently to ensure it complies with all the  
14 rules with respect to the treatment of local and access traffic.

15

16 ITC^DeltaCom has products that have LATA-wide coverage for local rates  
17 (which is permitted under our current contract with BellSouth).

18 ITC^DeltaCom should not pay access charges for calls relating to  
19 products that are clearly local in its general subscribers tariff.

20

21 **Q: WHAT SHOULD THE COMMISSION ORDER ON THIS ISSUE?**

22 A: The Commission should rule that the Parties should continue with the  
23 same or similar definition of local traffic that has been in place for the last

1 two interconnection agreements (i.e. since 1997).

2

3

4 **Issue 29: AIN Triggers**

5 **Q: SHOULD BELLSOUTH OFFER AIN TRIGGERS ON A STAND-ALONE**  
6 **BASIS VIA ITC^DELTACOM'S INTERCONNECTED STPS?**

7 A: Yes. ITC^DeltaCom should have access to AIN triggers on a stand-alone  
8 basis via ITC^DeltaCom STPs. ITC^DeltaCom has its own AIN platform  
9 and needs to receive or exchange AIN triggers with BellSouth over our  
10 SS7 network.

11

12 ITC^DeltaCom has applications on its AIN and SS7 network that are  
13 unique and give us a competitive advantage. We want the ability to  
14 connect to our AIN platform and SS7 network with triggers of the customer  
15 line so the customer's line, on a UNE-P basis, can get instructions from  
16 ITC^DeltaCom's AIN platform.

17

18 ITC^DeltaCom is not asking BellSouth to open up this AIN platform; we  
19 are simply working within the BellSouth platform to send signals over our  
20 STPs. The AIN triggers are restricted strictly to those AINs for which  
21 ITC^DeltaCom actually has service orders. ITC^DeltaCom is not aware of  
22 any firewall type of advice or service that BellSouth has to install in order  
23 to implement this service.

1

2 **Q: HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

3 A: The Commission should promote the interconnection of ITC^DeltaCom's  
4 AIN platform to Bellsouth's AIN platform. This would allow ITC^DeltaCom  
5 to offer services to its customers served via UNE-P such as voice mail,  
6 stutter dial tone, and operator services.

7

8 **Issue 36: UNE/ Special Access Combinations**

9 **Q: SHOULD ITC^DELTACOM BE ABLE TO CONNECT UNE LOOPS TO**  
10 **SPECIAL ACCESS TRANSPORT?**

11 A: Yes. In the current interconnection agreement ITC^DeltaCom is allowed  
12 to interconnect special access transport to UNE loops. BellSouth seeks to  
13 remove that capability from our contract after agreeing to this language in  
14 past. There are various circumstances where ITC^DeltaCom has special  
15 access services in combinations with UNEs today and ITC^DeltaCom  
16 should not be forced to make changes to the existing network.

17

18 ITC^DeltaCom also believes the FCC will address the issue of UNE  
19 special access combinations in the concept of commingling in their  
20 Triennial Review Order. ITC^DeltaCom therefore reserves the right to  
21 supplement this response as necessary.

22

23 **Q: WHAT SHOULD THE COMMISSION ORDER ON THIS ISSUE?**

1 A: The Commission should approve the existing language for the full term of  
2 the interconnection agreement.

3

4 **Issue 37: Conversion of Special Access to a UNE Loop**

5 **Q: WHAT IS ITC^DELTACOM'S POSITION WITH REGARD TO BEING**  
6 **ABLE TO CONVERT SPECIAL ACCESS LOOPS TO UNE LOOPS?**

7 A: ITC^DeltaCom should be able to convert FCC Special Access loops that  
8 terminate into an ITC^DeltaCom collocation into an UNE loop. BellSouth's  
9 position seems to be that the FCC did not address the conversion of  
10 stand-alone elements, which are elements that terminate into a collocation  
11 agreement. However, with the UNE local loop ITC^DeltaCom is actually  
12 billed three different elements: the loop going to the customer premise, a  
13 UNE cross connect charge and a UNE physical POP bay charge.

14 ITC^DeltaCom has three different network elements being combined  
15 between the customer premise and our collocation and because of this  
16 combination we see no reason why we should not be able to take those  
17 network elements and convert them from a special access service.

18 Further, BellSouth has agreed to language with AT&T whereby BellSouth  
19 has agreed to convert a special access loop to a UNE loop that goes to a  
20 collocation site without any disconnection to the customer.

21

22 BellSouth is trying to make it more difficult for ITC^DeltaCom to  
23 legitimately convert its network to UNE elements where it has a right to do



1           so.

2

3   **Q:   HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

4   A:   ITC^DeltaCom seeks language similar to that contained in other  
5       interconnection agreements in order to not be placed at a competitive  
6       disadvantage.

7

8   **Issue 39(a): Definition of Local Traffic**

9   **Q:   WHAT IS ITC^DELTACOM'S POSITION WITH THE DEFINITION OF**  
10       **LOCAL TRAFFIC?**

11   A:   The current interconnection agreement provides LATA-wide coverage for  
12       local traffic. Calls originating and terminating within the same LATA are  
13       not subject to access charges ITC^DeltaCom wants to continue the  
14       existing arrangement. The existing arrangement is easier to manage from  
15       a billing standpoint. Calls originating and terminating within a LATA are  
16       treated as local and subject to local interconnection charges. Conversely,  
17       calls that originate or terminate outside the LATA are subject to access  
18       charges.

19

20       There are administrative expenses in managing and auditing the flow of  
21       calls and billing of calls when the local calling area is smaller than the  
22       LATA. LATA-wide termination is a much easier way to manage the billing  
23       and the jurisdiction factors.

1 As I stated earlier, ITC^DeltaCom currently has several products based on  
2 the definition of "local" in our existing interconnection agreement with  
3 BellSouth. The current definition includes all calls originating and  
4 terminating within the same LATA. To exclude calling within the LATA but  
5 outside of the local calling area (or the extended local calling area) from  
6 the definition of "local" would be harmful to ITC^DeltaCom customers who  
7 presently take advantage of the benefits associated with LATA-wide local  
8 calling.

9  
10 ITC^DeltaCom simply seeks to maintain the existing language in its  
11 interconnection agreement that provides that calls originating from and  
12 terminating to locations within the same LATA are treated as local calls.

13  
14 **Q: WHAT SHOULD THE COMMISSION ORDER ON THIS ISSUE?**

15 A: The Commission should approve the existing language for the full term of  
16 the interconnection agreement.

17  
18 **Issue 39(b): Local Switching**

19 **Q: DOES ITC^DELTACOM PERFORM LOCAL SWITCHING?**

20 A: ITC^DeltaCom has four switches serving retail customers in Florida.  
21 Under the FCC definition for tandem switching, we have to perform or  
22 service areas that are essentially in the same coverage area as a  
23 BellSouth access tandem. The FCC-stated coverage of similar territory as

1 the access tandem switch or like territories of the access tandem switch  
2 determines whether a CLEC can charge for tandem switching.  
3 ITC^DeltaCom therefore should be able to charge the tandem switching  
4 rate element for calls that are originating or terminating from our platform.  
5 Again, the Florida Commission has addressed this issue in Docket No.  
6 000075-TP. ITC^DeltaCom has proposed the following language to be  
7 included in the interconnection agreement:

8

9 **Tandem Switching** is defined as the function that establishes a  
10 communications path between two switching offices through a third  
11 switching office through the provision of trunk side to trunk side  
12 switching. Where the switch of a carrier other than an incumbent LEC  
13 serves a geographic area comparable to the area served by the incumbent  
14 LEC's tandem switch, the appropriate rate for the carrier other than an  
15 incumbent LEC is the incumbent LEC's tandem inter-connection rate.  
16

17 To incorporate the Florida Commission's ruling, ITC^DeltaCom proposes  
18 that the following sentence be added to the paragraph above: " An ALEC  
19 serves a comparable geographic area when it has deployed a switch to  
20 serve this area, and has obtained NPA/NXXs to serve the exchanges  
21 within this area. The ALEC must show that it is serving this area either  
22 through its own facilities, or a combination of its own facilities and leased  
23 facilities connected to its collocation arrangements in ILEC central offices."

24

25 **Q: WHAT SHOULD THE COMMISSION ORDER ON THIS ISSUE?**

26 A: The Commission should approve the existing language for the full term of  
27 the interconnection agreement.

28

1    **Issue 40: Point of Interconnection ("POI")**

2    **Q:     CAN A CLEC SELECT ONLY ONE POI PER LATA?**

3    A:     The ITC^DeltaCom / BellSouth contract today has established rules and  
4           language that allows ITC^DeltaCom to ask for multiple POIs if both parties  
5           reach that agreement.  However, since the execution of our current  
6           interconnection agreement, the FCC has clarified that the CLEC selects  
7           the point of interconnection and that the CLEC can choose to select  
8           exactly one POI per LATA.

9  
10          The POI concept is that from the POI back to ITC^DeltaCom network,  
11          ITC^DeltaCom pays all the cost, and that from the POI out to BellSouth  
12          network, BellSouth pays.  ITC^DeltaCom also should not be required to  
13          move existing POIs due to expense and deconstruction in moving traffic in  
14          a multi-year agreement.  If BellSouth changes its agreement on POIs it  
15          could cause ITC^DeltaCom significant expense and hardship by having to  
16          re-trunk or re-deploy in a different manner the local trunking of its network.  
17          ITC^DeltaCom basically would have to re-provision every trunk group  
18          given that BellSouth and ITC^DeltaCom will not necessarily agree on the  
19          interconnection point.

20

21   **Q:     THE CONTRACT ALLOWS FOR MUTUAL AGREEMENT OF POIS.**  
22           **WHY WOULD THIS NOT WORK FOR ITC^DELTACOM?**

23   A:     BellSouth as a monopoly would dictate to ITC^DeltaCom where the POI

1 would be, whether ITC^DeltaCom agrees or not. Mutual agreement may  
2 exist in some areas, for example where our POP is in the BellSouth  
3 central office, but for the vast majority of the LATAs, there will not be  
4 agreement. Where there is not agreement, BellSouth will be selecting a  
5 point of interconnection for its traffic and ITC^DeltaCom selecting the POI  
6 for ITC^DeltaCom traffic. This was not the intent of the FCC order.  
7

8 **Q: WHAT WOULD BE THE IMPACT TO ITC^DELTACOM IF**  
9 **BELLSOUTH'S POSITION WERE ADOPTED?**

10 A: ITC^DeltaCom does not want to go through the expense or the burden of  
11 having to redesign its local network and reopen trunking discussions and  
12 transport facilities and redesigning its interconnection agreement every  
13 time a BellSouth/ ITC^DeltaCom interconnection agreement comes up for  
14 renewal. Today ITC^DeltaCom has approximately fifty-eight (58) POIs  
15 across the BellSouth region. Eleven of the fifty-eight are in Florida. The  
16 FCC has addressed the issue of who selects the POI and the transport  
17 costs.

18 (See, In the Matter of the Petition of WorldCom, Inc., for Preemption of the  
19 Jurisdiction of the Virginia State Corporation Commission Regarding  
20 Interconnection Disputes With Verizon Virginia, Inc., and for Expedited  
21 Arbitration, et. al., Memorandum Opinion and Order, CC Docket No. 00-  
22 218, 00-249 and 00-251 (rel. July 17, 2002)).  
23

1 ITC^DeltaCom recognizes that the Florida Commission has also  
2 addressed this issue in Docket No. 000075-TP, Order No. PSC-02-1248-  
3 FOF-TP at page 25. ITC^DeltaCom desires to incorporate the Florida  
4 Commission order allowing the CLEC to designate the POI. The existing  
5 POIs were mutually agreed upon by BellSouth and ITC^DeltaCom at the  
6 time the POIs were established. It is ITC^DeltaCom's desire to maintain  
7 the existing POIs at their current location.  
8

9 **Issue 41: Percent Local Facilities ("PLF")**

10 **Q: WHY DO YOU DISAGREE WITH THE CONCEPT OF PLF?**

11 A: To our knowledge, the term and usage of PLF is not found in any FCC or  
12 state commission ruling or in published documents of any other industry  
13 body. Furthermore, ITC^DeltaCom is not aware of any industry standards  
14 that call for a PLF. BellSouth also did not discuss with ITC^DeltaCom or  
15 other carriers the concept or need for PLF. ITC^DeltaCom has not been  
16 required to provide a PLF under its current interconnection agreement.  
17

18 **Q: WHAT SHOULD THE COMMISSION ORDER ON THIS ISSUE?**

19 A: The Commission should rule that until an industry standard or regulatory  
20 body such as OBF or the FCC adopts the use of the PLF, ITC^DeltaCom  
21 will not be required to generate and provide a PLF.  
22

23 **Issues 44 and 46: Establishment of Trunk Groups for Operator and**  
24 **Emergency Services and Busy Line Verify ("BLV") and Busy Line Verify**

1 Interrupt ("BLVI")

2

3 **Q: WHY IS THE ESTABLISHMENT OF OPERATOR TRUNKS IMPORTANT**  
4 **TO ITC^DELTACOM?:**

5 A: Trunks between the operator centers of BellSouth and ITC^DeltaCom  
6 have been in place since 1998. The operator services and the trunks used  
7 to provide these operator services have been in place for the last five  
8 years. During this time period, the rates, terms and conditions have been  
9 in the interconnection agreements. ITC^DeltaCom is one of a few CLECs  
10 that has its own operator services operation.

11

12

13 **Q: BELLSOUTH WOULD LIKE ITC^DELTACOM TO FILL OUT A BFR**  
14 **(BONA-FIDE REQUEST) TO PROVIDE THIS SERVICE GOING**  
15 **FORWARD. PLEASE COMMENT.**

16 A: ITC^DeltaCom should not have to file a BFR for additional trunk groups or  
17 re-certify the existing trunk groups. The current language allows for the  
18 establishment of these trunks and is for the mutual benefit of  
19 ITC^DeltaCom and BellSouth customers.

20

21 **Q: WHAT IS BELLSOUTH'S POSITION?**

22 A: BellSouth argues the information and services are available in its access  
23 tariff. However, BellSouth's access tariff only contains BellSouth operator  
24 service products. The tariff provides products that are for carriers that do

1 not have their own operator center. The tariff does not offer language or  
2 interconnection rates, terms and conditions for operator center to operator  
3 center connections.

4

5 **Q: WHY ARE THESE TRUNKS IMPORTANT? CAN YOU GIVE AN**  
6 **EXAMPLE OF WHAT COULD HAPPEN IF THESE TRUNKS WERE**  
7 **DISCONNECTED WITH THE IMPLEMENTATION OF THE NEW**  
8 **INTERCONNECTION LANGUAGE?**

9 A: Take the example where a BellSouth customer needs to reach an  
10 ITC^DeltaCom customer on an emergency basis. The BellSouth  
11 Customer would dial 0 to reach a BellSouth operator. That BellSouth  
12 operator needs to have the capability of reaching an ITC^DeltaCom  
13 operator so that the ITC^DeltaCom operator can either intercept, verify  
14 busy or otherwise reach the ITC^DeltaCom customer.

15

16 This example also works in reverse. If an ITC^DeltaCom customer needs  
17 to reach a BellSouth customer, our operator center should be able to  
18 directly reach a BellSouth operator. Without these trunks, the operator  
19 centers have no reasonable way to communicate with each other.

20

21 **Q: WHY CAN'T YOU DO AS BELL SOUTH SUGGESTS AND ORDER**  
22 **BELL SOUTH SERVICES AND HAVE YOUR OPERATORS DIAL "0"**  
23 **VIA BUSINESS LINES OR OTHER PRODUCT?**



1 A: This trunking arrangement is for the mutual benefit of the two operator  
2 service platforms so that both companies can service their consumers.  
3 This is not a service or individual retail product but is an integral part of  
4 connecting two local companies that each have their own operator center.  
5 I will add that ITC^DeltaCom does pay BellSouth for 100% of the transport  
6 costs for this mutual arrangement. The establishment of multiple trunks  
7 and lines to connect all the operator centers is complex and time  
8 consuming and should not have to be repeated by ITC^DeltaCom.

9  
10 BellSouth's position treats ITC^DeltaCom as a retail customer and not as  
11 a carrier. Under BellSouth's proposal, ITC^DeltaCom would have to order  
12 operator services from BellSouth out of BellSouth's FCC access tariffs.  
13 ITC^DeltaCom only offers similar services under contract and BellSouth  
14 would need to either tell its customer that BellSouth cannot not reach the  
15 ITC^DeltaCom customer, or BellSouth would have to enter into a separate  
16 operator agreement with ITC^DeltaCom. BellSouth does not explain to  
17 ITC^DeltaCom how it plans on reaching our customers. Ultimately the  
18 BellSouth customer, in an emergency basis, would not be able to reach an  
19 ITC^DeltaCom customer.

20  
21 **Q: WHY IS BELL SOUTH'S DECISION TO NO LONGER INCLUDE RATES,**  
22 **TERMS AND CONDITIONS FOR THE INTERCONNECTION OF THE**  
23 **OPERATOR SERVICES PLATFORMS A BAD DECISION?**

1 A: ITC^DeltaCom believes this is a step backwards, and the decision impacts  
2 our customers equally. The new BellSouth position has changed an  
3 understanding the companies have had for many years, without a  
4 reasonable business explanation. In an era where emergency and  
5 operator services are relied upon, especially when time is of the essence,  
6 BellSouth is seeking to undo efficient interconnections. ITC^DeltaCom  
7 believes interconnection between telecommunication companies for  
8 operator services and emergency services will increase over time.

9  
10 **Q: HOW DOES THE REMOVAL OF THIS CONTRACT LANGUAGE**  
11 **IMPACT ITC^DELTACOM AND ITS CUSTOMERS?**

12 A: By taking away contract language, previously negotiated and agreed to,  
13 BellSouth makes it difficult for ITC^DeltaCom to service its consumers. It  
14 is cost prohibitive to have to continually adapt to shifting positions and  
15 policies. ITC^DeltaCom incurs increased costs related to system changes  
16 and processes, as well as the increased costs of re-training our  
17 employees.

18  
19 **Q: DOES BELL SOUTH HAVE LANGUAGE IN OTHER CLEC**  
20 **INTERCONNECTION AGREEMENTS THAT PROVIDE FOR THE**  
21 **CONNECTION OF THE CLEC'S OPERATOR SERVICES TO**  
22 **BELL SOUTH'S OPERATOR SERVICES?**

23 A: Yes. Attached as Exhibit SB-4 is language in the current AT&T/BellSouth

1 Florida interconnection agreement. Also, attached as Exhibit SB-5 is  
2 BellSouth's non-proprietary response to ITC^DeltaCom's question to  
3 BellSouth as to what BellSouth will do when its operator cannot reach an  
4 ITC^DeltaCom operator in an emergency situation.

5  
6 **Q: IS ITC^DELTACOM ASKING BELLSOUTH TO UNBUNDLE ITS**  
7 **OPERATOR SERVICES?**

8 **A:** NO. ITC^DeltaCom is seeking to ensure that the BellSouth and  
9 ITC^DeltaCom operator centers are able to continue providing emergency  
10 operator services and busy line interrupt/verification.

11  
12 **Q: WHAT SHOULD THE COMMISSION ORDER ON THIS ISSUE?**

13 **A:** The Commission should require the parties to interconnect such that  
14 emergency operator services and busy line interruption/verification  
15 continue for the benefit of both ITC^DeltaCom and BellSouth consumers.

16  
17  
18  
19 **Issue 47: Reverse Collocation**

20 **Q: SHOULD BELLSOUTH OPERATE UNDER THE SAME RATES, TERMS**  
21 **AND CONDITIONS WHEN COLLOCATES IN ITC^DETLACOM'S**  
22 **SPACE?**

23 **A:** Yes. Again, this was an issue in our last arbitration case in Florida. Prior

1 to the filing of testimony in Florida and prior to the hearing, BellSouth  
2 agreed to operate under the same rates, terms and conditions when  
3 BellSouth used ITC^DeltaCom space. See Exhibit SB-6 - Testimony of  
4 David Thierry in Docket 27091 filed with the Alabama Public Service  
5 Commission. To allow BellSouth to use ITC^DeltaCom space without  
6 payment is confiscatory.

7  
8 **Q: WHEN ITC^DELTACOM DESIRES TO PLACE EQUIPMENT INTO THE**  
9 **BELLSOUTH NETWORK, AT A CENTRAL OFFICE, DOES**  
10 **BELLSOUTH GIVE THIS SPACE TO ITC^DELTACOM AT NO COST?**

11 A: No, BellSouth charges ITC^DeltaCom for the application to ask for the  
12 space, preparation for the space and power requirements and the rent on  
13 the use of space and power for our equipment.

14  
15 **Q: DOES BELLSOUTH ALSO CHARGE FOR THE PREPARATION OF TIE-**  
16 **PAIR CABLES AND INTERCONNECTION BETWEEN THE**  
17 **COLLOCATION AND THE BELLSOUTH NETWORK?**

18 A: Yes, that is considered in the preparation charge and ITC^DeltaCom also  
19 receives a cross-connect charge whenever we connect to BellSouth or  
20 other carriers within the central office.

21  
22 **Q: WHEN BELLSOUTH DESIRES TO PLACE EQUIPMENT INTO THE**  
23 **ITC^DELTACOM NETWORK, AT A CENTRAL OFFICE, DOES**

1           **BELLSOUTH EXPECT ITC^DELTACOM TO GIVE THIS SPACE TO**  
2           **BELLSOUTH AT NO COST?**

3    A:    Yes. Today BellSouth expects ITC^DeltaCom to process a request from  
4           BellSouth for the space, prepare the space (including power  
5           requirements), and allow BellSouth to use the space and power for their  
6           equipment at no charge. However, ITC^DeltaCom should be  
7           compensated by BellSouth for the processing, preparation and use of  
8           ITC^DeltaCom space at the same rates BellSouth charges ITC^DeltaCom.

9

10   **Q:    DOES BELLSOUTH ALSO EXPECT ITC^DELTACOM NOT TO**  
11           **CHARGE FOR THE PREPARATION OF TIE-PAIR CABLES AND**  
12           **INTERCONNECTION BETWEEN THE COLLOCATION AND THE**  
13           **ITC^DELTACOM NETWORK?**

14   A:    Yes, BellSouth does not want to pay ITC^DeltaCom for any work, material,  
15           service that is associated with BellSouth equipment into the  
16           ITC^DeltaCom network.

17

18   **Q:    IF BELLSOUTH INSTALLS EQUIPMENT AT AN ITC^DELTACOM POP**  
19           **SITE DIRECTLY FOR ITC^DELTACOM'S BENEFIT, WHY SHOULD**  
20           **ITC^DELTACOM EXPECT TO BE COMPENSATED FROM**  
21           **BELLSOUTH FOR THE PREPARATION AND USE OF SPACE IN**  
22           **ITC^DELTACOM'S NETWORK?**

1     A:     There are a couple key reasons why ITC^DeltaCom is not the sole  
2           beneficiary from the use of the equipment that BellSouth places into the  
3           ITC^DeltaCom network. This equipment supports the products and  
4           revenue that BellSouth sells to other carriers. BellSouth utilizes this  
5           equipment for wholesale customers, where ITC^DeltaCom is the  
6           Interexchange provider and BellSouth is the local provider. BellSouth  
7           also delivers their own DS3s for BellSouth local originated traffic on this  
8           equipment. Conversely, when ITC^DeltaCom collocates with BellSouth it  
9           is primarily to order BellSouth services and as this Commission is well  
10          aware BellSouth receives a significant amount of revenue from the  
11          collocations that ITC^DeltaCom deploys into the BellSouth network. This  
12          issue was resolved in the prior arbitration by BellSouth agreeing to  
13          compensate ITC^DeltaCom when BellSouth collocates within  
14          ITC^Deltacom's property. See Attachment 3, Section 1.2.5, of the current  
15          Interconnection Agreement. This policy should be continued but with  
16          some clarifying language as we have requested so that BellSouth will no  
17          longer be able to use ITC^DeltaCom's facilities for free.

18  
19     **Q:     WHEN BELLSOUTH SELLS SERVICES TO OTHER CARRIERS THAT**  
20           **NEED TO BE DELIVERED TO YOUR CARRIER POP, DOES**  
21           **BELLSOUTH SHARE ANY REVENUE OR PAY ITC^DELTACOM ANY**  
22           **COST FOR THEIR PRODUCT AND ACTIVITY?**

1 A: No. Again, BellSouth does not pay or compensate ITC^DeltaCom for any  
2 use of our network infrastructure associated with BellSouth products or  
3 interconnection trunks.

4

5 **Q: THE ISSUE OF COLLOCATION SPACE WITHIN ITC^DELTACOM**  
6 **DEALS WITH PRIMARILY WITH ENTRANCE FACILITIES. WHAT IS**  
7 **YOUR DEFINITION OF ENTRANCE FACILITIES?**

8 A: Entrance facilities is a transport system with a wide variety of  
9 configurations. Typically, entrance facilities are an OC-12 or an OC-48  
10 transport system with DS3 or OC-3 outputs between the CLEC/IXC POP  
11 and the BellSouth end office. The entrance facilities are in place so that  
12 the IXC/CLEC can order services (UNE and FCC) from BellSouth and so  
13 that BellSouth can deliver their local traffic into the ITC^DeltaCom  
14 network.

15

16 **Q: IF YOU INSTALL THE EXACT SAME ENTRANCE FACILITY**  
17 **EQUIPMENT IN THE BELL SOUTH NETWORK THAT BELL SOUTH**  
18 **INSTALLED IN YOUR NETWORK FOR ENTRANCE FACILITIES, DO**  
19 **YOU HAVE TO PAY BELL SOUTH FOR THIS SPACE?**

20 A: Yes.

21 **Issue 57: Rates and Changes for Conversion of Customers from Special**  
22 **Access to UNE-Based Service**

23

24 **Q: WHAT IS ITC^DELTACOM'S POSITION REGARDING THIS ISSUE?**

25 A: This is the case where the local loop or the EEL is already in service. This

1 is a conversion where there is no disconnect and reconnect, but simply a  
2 billing change. ITC^DeltaCom's position is because there is no change in  
3 the physical makeup of the loop, that this should be an administrative  
4 charge only. ITC^DeltaCom's position is that BellSouth and AT&T current  
5 interconnection agreement permits AT&T to send a spreadsheet with a list  
6 of special access circuits to be converted to a UNE loop that goes into a  
7 collocation. This practice should also be extended to ITC^DeltaCom.

8  
9 BellSouth's position, as we understand it, is that it is not required to  
10 perform conversions of special access to UNE, except for specific  
11 combinations. BellSouth is simply trying to utilize the FCC to ask it to list  
12 or order it to list every conceivable combination, and in not doing so, it is  
13 up to ITC^DeltaCom to go through a new business request where such  
14 things could take anywhere from a minimum of 90 to 120 days to work out  
15 the issue that BellSouth has already worked out with AT&T. This issue is  
16 not outside of the scope of the interconnection agreement, as BellSouth  
17 alleges. We are simply taking special access circuits and moving them  
18 over to UNE based services.

19  
20 There could be a reasonable administrative charge. However,  
21 ITC^DeltaCom does not want to pay for the full installation charges of the  
22 FCC circuit and then turn around and incur the full installation charges of a  
23 UNE circuit when there is no disconnect or reconnect, i.e., there is no



1           outage or impact to the customer.

2

3   **Q:   DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

4   A:   Yes.

5

**6.1** Compensation for Call Transportation and Termination for Local Traffic and Inter-Carrier Compensation for ISP-Bound Traffic

**6.1.1** Local Traffic is defined as any telephone call that originates and terminates in the same Local Access and Transport Area ("LATA") as that term is defined in 47 U.S.C. § 153(25) of the Communications Act of 1934, as amended.

**6.1.2** Subject to the Parties agreement to the terms of Sections 1.2 through 1.2.8, 1.3.2, 3.3.3, and 6.1 through 6.1.9, the Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic at the following rates:

1/1/01 – 12/31/01	\$ .00175 per MOU
1/1/02 – 12/31/02	\$ .00150 per MOU

The Parties recognize and agree that they negotiated these annual rates together as a complete rate structure to apply over the full term of this Agreement and that the Parties would not have mutually agreed to accept a single annual rate in any single year.

**6.1.3** The Parties have been unable to agree upon whether dial up calls to Internet Service Providers ("ISPs") should be considered Local Traffic for purposes of this Agreement. Dial-up Calls are defined as calls to an ISP that are dialed by using a local dialing pattern (7 or 10 digits) by the calling party to an ISP server located in the LATA (hereinafter referred to as "ISP-bound traffic"). However, without prejudice to either Party's position concerning the application of reciprocal compensation to ISP-bound traffic, the Parties agree for purposes of this Agreement only to compensate each other for the delivery of ISP-bound traffic at the same per minute of use rates set forth in Paragraph 6.1.2. It is expressly understood and agreed that this inter-carrier compensation mechanism for ISP-bound traffic is being established in consideration for: (1) the waiver and release by each Party for any and all claims for reciprocal compensation for ISP-bound traffic exchanged between the Parties prior to January 1, 2001, which is hereby given; and (2) the terms and conditions in Sections 1.2 through 1.2.8, 1.3.2, 3.3.3, and 6.1 through 6.1.9.

**6.1.4** The Parties recognize and agree that the FCC, courts of competent jurisdiction, or state commissions with jurisdiction over the Parties will issue subsequent decisions on ISP-bound traffic ("Subsequent Decisions"). Notwithstanding any provision in this Agreement to the contrary, the inter-carrier compensation mechanism established in Section 6.1.3 shall continue at the rates set forth in Section 6.1.2 through December 31, 2002 without regard to such Subsequent Decisions.

**6.1.5** ITC^DeltaCom hereby waives its rights under this Agreement as well as under Section 252(i) of the 1996 Act and applicable FCC regulations to elect rates, terms, and conditions from any other approved interconnection agreement executed by BellSouth as they relate to: (a) Local Interconnection arrangements described in Section 1 of Attachment 3 to this

**Attachment 3**

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**6.1.7.6** BellSouth may from time to time elect to apply a portion of the prepayment described in this Section against other amounts due from BellSouth to ITC^DeltaCom for services provided by ITC^DeltaCom to BellSouth between the date of this Agreement and December 31, 2002. BellSouth's election as described in this paragraph shall not affect BellSouth's obligation to pay in full all amounts when due for services provided to BellSouth by ITC^DeltaCom, including, without limitation the obligation of payment of reciprocal compensation as provided in this Section 6.1.6 and subject to the terms and conditions set forth therein.

**6.1.8** Neither Party shall represent switched access services traffic as Local Traffic for purposes of payment of reciprocal compensation.

**6.1.9** Local traffic is defined in Section 6.1.1 as any call that originated and terminates within the same LATA and therefore is subject to reciprocal compensation. All other traffic including transit traffic is subject to switched access charges as defined by the parties' respective tariffs. Notwithstanding the above, any mandated local calling areas shall be subject to reciprocal compensation and not access charges

**7. Transmission and Routing of Exchange Access Traffic**

The Parties shall jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to ITC^DeltaCom's End Users, and to originate and terminate traffic to/from BellSouth's End Users.

**8.0 NXX Translations Implementation**

It shall be the responsibility of each Party to program and update its switches and network systems pursuant to the local exchange routing guide (LERG) and other switched telecommunications industry guidelines to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

**8.1** Testing and inputting of the translations in the BellSouth databases of ITC^DeltaCom's NXXs' should be the same as BellSouth's own.

**8.2.1** Each Party will translate NXXs according to industry guidelines, including the terminating LATA in which the NXXs/rate center is located.

**8.3** The Parties will cooperate and implement industry solutions for number conservation, e.g. number pooling.

**9.0 Meet-Point Billing Arrangements**

**9.1 Meet-Point Billing**

**By and Between**  
**BellSouth Telecommunications, Inc.**  
**And**  
**NewSouth Communications, Corp.**

3.8.1.2 BellSouth's Local Interconnection Switching Center ("LISC") will notify NewSouth of any under-utilized reciprocal trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated NewSouth interface. NewSouth will provide concurrence with the disconnection in seven (7) business days of its receipt of such notification or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected Local Number Ported (LNP) and traffic volumes and the timeframes within which NewSouth expects to need such trunks. BellSouth's LISC project manager and Circuit Capacity Manager will discuss the information with NewSouth to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to NewSouth. The due date of these orders will be four weeks from the date on which NewSouth received notice, in writing, of BellSouth's request to disconnect the underutilized trunk groups.

3.8.1.3 To the extent NewSouth requests BellSouth and BellSouth agrees to install additional Reciprocal and/or two-way interconnection trunks in any forecast period following the initial forecasting period that are not included in the forecast for that period (as such forecast may be revised from time to time), such trunks may be provisioned by BellSouth subject to the conditions set forth in the preceding sections.

3.8.2 To the extent that any Final interconnection trunk group is utilized at, or, based on trend (incorporating linear regression analysis using Erlang B theory with weekly tracked historical traffic data per trunk group engineered at a P.01 grade of service) will reach within six weeks, a time-consistent busy hour utilization level of eighty percent (80%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

#### **4. Local Dialing Parity**

4.1 BellSouth and NewSouth shall provide local and toll dialing parity as described in the Act and required by FCC rules, regulations and policies. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and NewSouth shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider. In addition, NewSouth end users shall experience at least the same service quality level as BellSouth end users in terms of post-dial delay, call completion rate and transmission quality.

#### **5. Interconnection Compensation**

##### **5.1 Compensation for Call Transportation and Termination for Local Traffic**

- 5.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any telephone call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements.
- 5.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls between specific wire centers established as a local call by the ruling regulatory body.
- 5.1.1.2 For purposes of this Attachment, ISP-bound Traffic is defined as any telephone call to an ESP/ISP that is dialed using a local dialing pattern (7 or 10 digits) by the calling party to an ESP/ISP server physically located within a given LATA ("ISP-bound traffic").
- 5.1.2 For purposes of this Agreement and for traffic between the Parties originating from and directed to the exchanges subject to this Agreement, the Parties agree to a bill-and-keep arrangement for usage on Local Traffic and ISP-bound traffic. Such bill-and-keep arrangement includes any per minute of use rate elements associated with the transport and termination of Local Traffic and ISP-bound Traffic (including, but not limited to end office switching, tandem switching, and common transport).
- 5.1.2.1 For the purposes of this Attachment, **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between the terminating Party's tandem switch and end office switch and/or between the terminating Party's tandem switches.
- 5.1.2.2 For the purposes of this Attachment, **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).
- 5.1.2.3 For the purposes of this Attachment, **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 5.1.3 Neither Party shall represent Switched Access Traffic as Local Traffic for purposes of payment of reciprocal compensation.
- 5.1.4 Pursuant to the definition of Local Traffic in this Attachment, and for the purpose of delivery of one Party's originating traffic to the other, Local Traffic and ISP-Bound Traffic delivered to a terminating Party's end users physically located within the LATA in which the call originated and within which the Party's end user's NPA/NXX is assigned shall be subject to bill-and-keep. If either Party assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to its end users physically located outside of that LATA, the originating Party's traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to the terminating Party's customer physically located outside of such LATA, shall not be deemed Local Traffic, and such traffic will not be subject to bill-

**INTERCONNECTION AGREEMENT  
BETWEEN DELTACOM AND BELL SOUTH TELECOMMUNICATIONS**

Pursuant to this Interconnection Agreement (Agreement), DeltaCom, Inc. (collectively "DeltaCom"), and BellSouth Telecommunications, Inc. (collectively, "BellSouth") (collectively, "the Parties") agree to extend certain interconnection arrangements to one another within each LATA in which they both operate. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties and is not inconsistent with Sections 251, 252 and 271 of the Telecommunications Act of 1996. The Agreement represents a negotiated compromise and is entered without prejudice to any positions which either party has taken, or may take in the future, before any legislative, regulatory, judicial or other governmental body.

**I. RECITALS AND PRINCIPLES**

WHEREAS, BellSouth is an incumbent local exchange telecommunications company (ILEC) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, DeltaCom is a competitive local exchange telecommunications company (CLEC) which is authorized or plans to become authorized to provide local telecommunications services in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, the interconnection and interoperability of the Parties' respective local networks is required to facilitate the introduction of local exchange service competition and fulfill the objectives of the Telecommunications Act of 1996 (Telecommunications Act); and

WHEREAS, universal connectivity and interoperability between competing telecommunications carriers is necessary for the termination of traffic on each carrier's network; and

WHEREAS, the Parties intend that BellSouth should unbundle certain basic network elements and make them available for purchase by DeltaCom; and

WHEREAS, the Parties agree that this Agreement shall be filed with the appropriate state commissions in compliance with Section 252 of the Telecommunications Act;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DeltaCom and BellSouth hereby covenant and agree as follows:

## **II. SCOPE OF THE AGREEMENT**

This Agreement will govern the interconnection arrangements between the Parties to facilitate the interconnection of their facilities and the connection of local and interexchange traffic initially in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. This agreement will further govern the unbundling of BellSouth network elements in the same states.

## **III. DEFINITIONS**

The definitions contained in Attachment B are intended to define and govern how the technical terms included therein are used in this Agreement. However, except as provided herein, the inclusion or exclusion of any particular definition is not intended by either party to limit, or to define technical interface, reliability, performance or throughput parameters for the network elements that both Parties expect to interconnect and interoperate.

The minimum performance, reliability, throughput and operational characteristic of elements identified herein, as well as physical and logical interface standards utilized, unless otherwise specifically provided herein, are according to generally accepted industry standards as defined by the ITU (ISO/CCITT), ANSI, or the Network Management Forum, whichever is more specific. Where standards are not yet fully defined, the Parties agree to take reasonable steps to insure that interface designs are modularized and retrofittable to any pending standard at the least cost to the interconnecting Parties.

## **IV. ACCESS TO UNBUNDLED NETWORK ELEMENTS**

BellSouth shall unbundle Network Elements used in the provision of a telecommunications service and offer them for resale to DeltaCom as provided hereafter. DeltaCom shall be entitled to request, and BellSouth shall provide, access to any such unbundled Network Element(s). BellSouth shall unbundle and separately price and offer those elements such that DeltaCom will be able to lease and interconnect to whichever of these unbundled Network Elements DeltaCom requires, and combine the BellSouth-provided Network Elements with any facilities and services that DeltaCom may itself provide or obtain from other telecommunications



G. Cross-Connection to Other Collocators

Where one Party collocates in the wire center of the other Party, the Party operating the wire center shall allow the Party collocated at the wire center to directly interconnect to any other entity which maintains a collocation facility at that same wire center. The Party operating the wire center shall enable such interconnection by effecting a cross-connection between those collocation facilities, as jointly directed by the Party collocated at the wire center and the other collocated entity.

For each such cross-connection, the Party operating the wire center shall charge one-half the otherwise applicable standard tariff or contract special access cross-connect rate to the collocated Party, and the identical rate to the other collocated entity. No other charges shall apply for such cross-connection.

VI. LOCAL TRAFFIC EXCHANGE

A. Exchange of Traffic

The Parties agree for the purpose of this Agreement only that local interconnection is defined as the delivery of local traffic to be terminated on each party's local network so that customers of either party have the ability to reach customers of the other party, without the use of any access code or delay in the processing of the call. Local traffic for these purposes shall include any telephone call that originates and terminates in the same LATA and is billed by the originating exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which DeltaCom is not directly connected. The Parties further agree that the exchange of traffic on BellSouth's Extended Area Service (EAS) shall be considered local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Compensation

With the exception of the local traffic specifically identified in subsection (C) hereafter, each party agrees to terminate local traffic originated and routed to it by the other party. The Parties agree that BellSouth will track the usage for both companies for the period of the Agreement. BellSouth will provide copies of such usage reports to DeltaCom on a monthly basis. For purposes of this Agreement, the Parties agree that there will be no cash compensation exchanged by the parties

during the term of this Agreement unless the difference in minutes of use for terminating local traffic exceeds 2 million minutes per state on a monthly basis. In such an event, the Parties will thereafter negotiate the specifics of a traffic exchange agreement which will apply on a going-forward basis.

**C. Transitted Traffic**

If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) a CLEC other than DeltaCom; (2) an ILEC other than BellSouth; or (3) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill a \$0.002 per minute charge. However, BellSouth agrees that DeltaCom may cross-connect directly to such third Parties at the POI. In such an event, tariffed cross-connection non-recurring charges will apply, and no transitting charge will apply.

**VII. MEET-POINT BILLING ARRANGEMENTS**

Both Parties hereto provide interexchange access transport services to IXCs and other access service customers. Pursuant to the terms of this Agreement, and to the extent DeltaCom requires meet-point arrangements, DeltaCom will interconnect at selected BellSouth switches of its choosing for the purposes of providing certain Switched Access Services. On such occasions, a portion of the access transport service will be provided by each of the Parties hereto. This section establishes arrangements intended to enable each of the Parties hereto to serve and bill their mutual Switched Access Service customers, on an accurate and timely basis. The arrangements discussed in this section apply to the provision of both interLATA and intraLATA Switched Access Services. It is understood and agreed that DeltaCom is not obligated to provide any of its Switched Access Service(s) through any specific access tandem switch or access tandem provider, and may at its sole discretion, with due notice to those affected, modify its serving arrangements on its own initiative.

**XXIX. NOTICES**

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

GENERAL COUNSEL  
DELTACOM, INC.  
SUITE 101  
700 BOULEVARD SOUTH  
HUNTSVILLE, AL 35802

Account Manager  
BellSouth Telecommunications, Inc.  
South E4E1  
3535 Colonnade Parkway  
Birmingham, Alabama 35243

Each Party shall inform the other of any changes in the above addresses.

**XXX. ENTIRE AGREEMENT**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Tom Mullis  
DELTACOM, INC.

Jerry Hendrix  
BELLSOUTH  
TELECOMMUNICATIONS, INC.

By: Tom Mullis  
Title: Sr. V.P.  
Date: 3/12/97  
Address: SUITE 101  
700 BOULEVARD SOUTH  
HUNTSVILLE, AL 35802

By: Jerry Hendrix  
Title: Director  
Date: 3/12/97  
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providers, other independent LECs, and CLECs) that directly connect to the access tandem.

- 3.7 For BellSouth end offices that do not normally subtend tandem for which calls are routed to that end office on an alternate routing basis, BellSouth will provide AT&T its alternative routing (scheme) arrangements. Where BellSouth utilizes alternative arrangements, it shall deliver any traffic through that alternative routing.
- 3.8 The Parties shall deliver over any trunk groups groomed for a specific end office only traffic destined for those publicly-dialable NPA NXX codes served by that end office, unless otherwise agreed to by the Parties.
- 3.9 The source for the routing information for all traffic shall be the LERG, unless otherwise agreed to between the Parties.
- 3.10 Where either Party delivers over the local traffic trunk groups miscellaneous calls (e.g., time, weather, 976) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.
- 3.11 The Parties will cooperate to establish separate, choke trunk groups for the completion of calls to customers such as radio contest lines. Notwithstanding the foregoing, the Parties agree that where the Parties' switch has the capability to perform call gapping and other protective network traffic management controls, separate trunk groups shall not be required to carry such traffic.
- 3.12 N11 code traffic shall be routed between the Parties' networks pursuant to accepted industry practice (e.g., over local traffic trunks or over separate trunk groups).
- 3.13 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide Busy Line Verification/Busy Line Verification Interrupt ("BLV/BLVI") services on calls between their respective line side end users for numbers that are not ported.
- 3.14 A blocking standard of one-half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided exchange access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). High usage trunk groups shall be sized to an economic CCS parameter mutually agreed to by both Parties.

BellSouth Telecommunications, Inc.  
Alabama Public Service Commission  
Docket No. 28841  
ITC^DeltaCom's First Set of Interrogatories  
April 4<sup>th</sup>, 2003  
Item No. 73  
Page 1 of 1

REQUEST: Describe or explain how BellSouth's operator will reach a ITC^DeltaCom operator or customer in an emergency situation and in a busy line interrupt or busy line verification situation.

RESPONSE: When the BellSouth operator receives an emergency request from a customer, the BellSouth operator asks the customer for the city, checks the operator records for the appropriate agency number or connects the customer to directory assistance for the appropriate number and then connects the customer to that agency. The BellSouth operator stays on the line to ensure that the agency is reached.

Busy line interrupt and busy line verification service is an optional service provided to ITC^Deltacom via BellSouth tariff. BellSouth does not subscribe to busy line interrupt or busy line verification service from ITC^Deltacom and BellSouth operators have no provision to contact ITC^Deltacom operators for this service. When a request is received to verify or interrupt an ITC^Deltacom number, the BellSouth operator advises the customer that this is not a number he or she is able to verify or interrupt.

1 BELL SOUTH TELECOMMUNICATIONS, INC.

2 DIRECT TESTIMONY OF DAVID L. THIERRY

3 BEFORE THE ALABAMA PUBLIC SERVICE COMMISSION

4 DOCKET NO. 27091

5 JULY 6, 1999

6

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

10

11 A. My name is David Thierry. I am employed by BellSouth as Manager -  
12 Interconnection Services. My business address is 675 West Peachtree  
13 Street, Atlanta, Georgia 30375.

14

15 Q. PLEASE GIVE A BRIEF DESCRIPTION OF YOUR BACKGROUND  
16 AND EXPERIENCE.

17

18 A. My education includes a Bachelor of Arts in Economics from Emory  
19 University, Atlanta, Georgia in June of 1985. My professional career  
20 with BellSouth spans over eleven years and includes experience in the  
21 development of service cost studies, the development of tariffs, and  
22 physical collocation contract negotiations. In my current position, I  
23 supervise the Company's physical collocation contract negotiator and  
24 work with subject matter experts within BellSouth to ensure that our

25

1 physical collocation contract reflects current federal and state  
2 regulations and BellSouth policies.

3

4 Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE A STATE  
5 COMMISSION?

6

7 A. Yes. I testified before the Florida Public Service Commission.

8

9 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

10

11 A. My testimony provides BellSouth's position on a number of collocation  
12 issues raised by ITC^DeltaCom ("DeltaCom") in its Petition for  
13 Arbitration filed with the Alabama Public Service Commission  
14 ("Commission"). Specifically, I am responding to Issues 4(a) through  
15 4(d) and 6(d).

16

17 **ISSUE 4(A): SHOULD BELLSOUTH PROVIDE CAGELESS**  
18 **COLLOCATION TO ITC^DELTACOM 30 DAYS AFTER A COMPLETE**  
19 **APPLICATION IS FILED?**

20

21 Q. IS BELLSOUTH REQUIRED BY THE FEDERAL COMMUNICATIONS  
22 COMMISSION'S (FCC) RECENT ADVANCED SERVICES ORDER TO  
23 MAKE CAGELESS COLLOCATION AVAILABLE 30 DAYS AFTER A  
24 COMPLETE APPLICATION IS FILED, AS DELTACOM ASSERTS IN  
25 ITS PETITION?

1

2 A. No. BellSouth is not required by the FCC's Advanced Services Order  
3 to provide cageless Collocation within 30 days. In fact, in paragraph 54  
4 of the Order, the FCC states, "[w]e do not adopt specific provisioning  
5 intervals at this time. We have adopted several new collocation rules in  
6 this Order, and we do not yet have sufficient experience with the  
7 implementation of these new collocation arrangements to suggest time  
8 frames for provisioning." (¶ 54 First Report and Order and Further  
9 Notice of Proposed Rulemaking, CC Docket 98-147)

10

11 Q. WHAT IS BELL SOUTH'S PROCESS FOR MAKING COLLOCATION  
12 AVAILABLE TO COMPETITIVE LOCAL EXCHANGE CARRIERS  
13 ("CLEC")?

14

15 A. BellSouth has a two-phased process: Application phase and Firm  
16 Order phase. During the Application phase, BellSouth evaluates  
17 whether it has the physical collocation space and necessary support  
18 components available to provide physical collocation. During this  
19 phase, BellSouth works with the CLEC to solidify technical  
20 requirements for the CLEC's installation. BellSouth provides a detailed  
21 written response to each collocation application, indicating the cabling  
22 distances, manhole locations, floor plan specifications, estimated  
23 preparation costs and other technical details. The CLEC has 30 days  
24 to review BellSouth's response and return a Bona Fide Firm Order to  
25 BellSouth to indicate that the CLEC will proceed with its equipment



1 installation. BellSouth's provisioning interval begins with the receipt of  
2 a Bona Fide Firm Order. Each CLEC must successfully complete the  
3 Application Phase before BellSouth will accept a Firm Order.

4  
5 Q. SHOULD BELLSOUTH BE REQUIRED TO MAKE CAGELESS  
6 COLLOCATION AVAILABLE 30 DAYS AFTER DELTACOM'S  
7 SUBMISSION OF A BONA FIDE FIRM ORDER?

8  
9 A. No. BellSouth's provisioning interval is not controlled by the time  
10 required to construct an arrangement enclosure. In fact, when  
11 BellSouth has performed the construction of an arrangement  
12 enclosure, the activities required to design and construct the enclosure  
13 were a relatively minor portion, and not the controlling factor, in the  
14 provisioning interval for collocation. BellSouth provides a turn key  
15 solution for physical collocation. Included in the overall provisioning  
16 interval is the time required to complete the space conditioning, add to  
17 or upgrade the heating, ventilation and air conditioning system for that  
18 area, add to or upgrade the power plant capacity and power distribution  
19 mechanism, and build out network infrastructure components such as  
20 the number of cross-connects requested. When the construction of an  
21 arrangement enclosure is not required or is not performed by  
22 BellSouth, all other collocation area and network infrastructure work  
23 must still take place. The absence of enclosure construction has little,  
24 if any, bearing on the provisioning interval. BellSouth commits to  
25 complete its construction and provisioning activities as soon as

1 possible but, at a maximum, within the intervals specified in the  
2 agreement BellSouth has proposed to DeltaCom. I have attached a  
3 copy of the proposed agreement as Exhibit DLT-1. Because space  
4 preparation and network infrastructure work must be completed  
5 regardless of the type of arrangement selected, BellSouth's  
6 provisioning intervals of 90 business days under normal conditions or  
7 130 business days under extraordinary conditions, are appropriately  
8 applied to either enclosed (caged) or unenclosed (cageless) physical  
9 collocation.

10  
11 ***ISSUE 4(B): SHOULD BELLSOUTH BE REQUIRED TO COMPENSATE***  
12 ***ITC^DELTACOM WHEN BELLSOUTH COLLOCATES IN ITC^DELTACOM***  
13 ***COLLOCATION SPACE?***

14  
15 Q. WHAT IS YOUR UNDERSTANDING OF THIS ISSUE?

16  
17 A. This issue, as stated by DeltaCom, is unclear. BellSouth has no plans  
18 to collocate within DeltaCom's collocation space located within a  
19 BellSouth central office. I believe DeltaCom is referring to a situation  
20 where BellSouth would establish a collocation space within a DeltaCom  
21 premises, for purposes of Local Interconnection.

22  
23 Q. WHAT IS BELLSOUTH'S POSITION REGARDING COMPENSATING  
24 DELTACOM TO COLLOCATE WITHIN A DELTACOM PREMISES?

1 A. If DeltaCom is referring to BellSouth's collocating within a DeltaCom-  
2 owned Point of Presence ("POP") to establish Local Interconnection  
3 ("reverse collocation"), BellSouth has already agreed to pay collocation  
4 rates that mirror the rates in the collocation agreement between  
5 DeltaCom and BellSouth for DeltaCom's collocation arrangements  
6 within a BellSouth central office. In fact, BellSouth has had a reverse  
7 collocation agreement in place with DeltaCom since December 15,  
8 1998. This reverse collocation agreement is coterminous with the  
9 Interconnection Agreement between BellSouth and DeltaCom. As  
10 such, BellSouth has planned to replace the existing reverse collocation  
11 agreement with a new one that mirrors the new collocation agreement,  
12 once the companies have a new collocation agreement in place. For  
13 more details regarding this issue, please see Mr. Varner's testimony.

14  
15 **ISSUE 4(C): SHOULD ITC^DELTACOM AND ITS AGENTS BE SUBJECT**  
16 **TO STRICTER SECURITY REQUIREMENTS THAN THOSE APPLIED TO**  
17 **BELLSOUTH'S AGENTS AND THIRD PARTY OUTSIDE CONTRACTORS?**

18  
19 Q. IN ITS PETITION, DELTACOM STATES: "THE SAME SECURITY  
20 PROCEDURES SHOULD BE APPLIED TO ITC^D AS THAT WHICH  
21 BST APPLIES TO ITSELF AND ITS AGENTS AND THIRD PARTY  
22 CONTRACTORS." WHAT IS BELLSOUTH'S POSITION?

23  
24 A. BellSouth agrees with DeltaCom. BellSouth imposes the same level of  
25 security on CLEC employees given access to BellSouth central offices

1 as it imposes on its own employees, agents or approved third party  
2 vendors.

3  
4 Q. ARE BELLSOUTH'S SECURITY REQUIREMENTS IMPOSED UPON  
5 DELTACOM MORE STRICT THAN THOSE APPLIED TO ITS  
6 EMPLOYEES OR THIRD PARTY VENDORS?

7  
8 A. No. As I stated above, BellSouth imposes the same level of security on  
9 CLEC employees given access to BellSouth central offices as it  
10 imposes on its own employees, agents or approved third party vendors.

11  
12 Q. WHAT ARE THE SECURITY MEASURES BELLSOUTH UTILIZES  
13 WITH CLEC EMPLOYEES GIVEN ACCESS TO BELLSOUTH  
14 CENTRAL OFFICES?

15  
16 A. These security measures are as follows: (1) BellSouth requires the use  
17 of Card Reader and/or Key access to its central office premises. For  
18 this access, BellSouth requires submission of an application containing  
19 the social security number of the individual to which the card/key will be  
20 assigned. (2) BellSouth has developed security training that it requires  
21 CLECs to provide to its employees prior to their being given access to  
22 BellSouth central offices. (3) BellSouth requires the CLEC to perform a  
23 criminal background check of each CLEC employee being considered  
24 for access to a BellSouth central office.

25

1 Q. ARE BELLSOUTH'S SECURITY REQUIREMENTS IN COMPLIANCE  
2 WITH THE FCC'S ORDER?

3  
4 A. Yes. BellSouth has a right and an obligation to put in place security  
5 requirements to protect its network. The FCC recognizes the  
6 importance of an ILEC's security obligations in its recent Order 99-48.  
7 In pertinent part, the FCC states:

8  
9 "We [FCC] conclude, based on the record, that incumbent LECs  
10 may impose security arrangements that are as stringent as the  
11 security arrangements that incumbent LECs maintain at their  
12 own premises either for their own employees or for authorized  
13 contractors. To the extent existing security arrangements are  
14 more stringent for one group than for the other, the incumbent  
15 may impose the more stringent requirements" (FCC 99-48, ¶  
16 47).

17  
18 **ISSUE 4(D): WHETHER BELLSOUTH SHOULD BE PERMITTED TO**  
19 **RECLAIM COLLOCATION SPACE IF BELLSOUTH BELIEVES THAT**  
20 **ITC^DELTACOM IS NOT FULLY UTILIZING SUCH SPACE?**

21  
22 Q. WHY DOES BELLSOUTH PROPOSE CONTRACT LANGUAGE THAT  
23 ALLOWS IT TO RECLAIM COLLOCATION SPACE?

24  
25

1 A. BellSouth imposes this restriction to protect valuable Central Office  
2 space from being "warehoused" by any one collocator. BellSouth  
3 imposes this restriction in compliance with two FCC guidelines. In its  
4 First Report and Order, the FCC states that "restrictions on  
5 warehousing of space by interconnectors are appropriate. Because  
6 collocation space on incumbent LEC premises may be limited,  
7 inefficient use of space by one competitive entrant could deprive  
8 another entrant of the opportunity to collocate facilities or expand  
9 existing space" (FCC 96-325, ¶586). The FCC also states that  
10 "Incumbent LECs may not ... reserve space for future use on terms  
11 more favorable than those that apply to other telecommunications  
12 carriers seeking to hold collocation space for their own future use"  
13 (FCC 96-325 ¶ 604).  
14  
15 Pursuant to these FCC guidelines, BellSouth allows collocators to  
16 occupy space to accommodate a two-year forecast. BellSouth's  
17 proposed language states that, should DeltaCom not use 50% or 100%  
18 of its collocation space (by end of year 1 and year 2 of a two-year  
19 contract, respectively), BellSouth may reclaim the unused space.  
20 BellSouth will allow DeltaCom to share a caged collocation  
21 arrangement to meet these space utilization standards.

22  

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23 **ISSUE 6(D): WHAT SHOULD BE THE APPROPRIATE RATE FOR**  
24 **CAGELESS/SHARED COLLOCATION IN LIGHT OF THE RECENT FCC**  
25 **ADVANCED SERVICES ORDER?**

1

2 Q. PLEASE DESCRIBE, IN GENERAL, THE RATE STRUCTURE  
3 PROPOSED BY BELL SOUTH?

4

5 A. Yes. The proposed agreement contains elemental rates that allow  
6 DeltaCom to purchase cageless collocation and shared caged  
7 collocation pursuant to the FCC's recent Order 99-48. The majority of  
8 the rates in the proposed agreement were established by the  
9 Commission in Docket No. 26029, the generic UNE proceeding.  
10 Additionally, BellSouth has included rate elements for collocation  
11 options it developed for other CLECs (e.g., fiber cross-connects, wire  
12 mesh enclosures, standardized space preparation charges) and for  
13 items which incorporate the FCC's new collocation rules (e.g., security  
14 access, space availability report). The proposed rates for fiber cross-  
15 connects, pre-existing POT bays, and wire mesh enclosures are based  
16 upon TELRIC studies. These elements are addressed in the testimony  
17 of BellSouth witness Ms. Caldwell. The remaining rates are proposed  
18 interim rates which were developed using cost estimates or existing  
19 FCC tariff rates. These rates are offered subject to true-up, upon  
20 approval of final rates by this Commission. BellSouth witness Mr.  
21 Varner further addresses the proposed interim rates in his testimony.

22

23 Q. HAS BELL SOUTH PROPOSED RATES FOR CAGELESS  
24 COLLOCATION THAT ARE IN COMPLIANCE WITH THE FCC'S  
25 RECENT ADVANCED SERVICES ORDER?

1

2 A. Yes. The agreement BellSouth proposed to DeltaCom (Exhibit DLT-1)  
3 contains an elemental rate structure which allows DeltaCom to order  
4 cageless collocation in increments of one bay and is thus in compliance  
5 with the FCC's Order. BellSouth's rates, established by this  
6 Commission in the generic UNE proceeding, appropriately apply to  
7 physical collocation whether an arrangement is enclosed (caged) or  
8 unenclosed (cageless). For example, BellSouth must perform the  
9 same review and analysis of its central office and determine its ability to  
10 provide collocation regardless of whether an arrangement is enclosed  
11 or unenclosed. BellSouth's Application fee, as approved by this  
12 Commission, recovers BellSouth's cost for such review and analysis.  
13 Additionally, BellSouth charges for floor space on a per square foot  
14 basis, charges for power on a per amp basis and requires payment for  
15 cross-connects and entrance cable installation on a per connection  
16 basis, only upon request.  
17

18 Under this elemental rate structure, should DeltaCom desire a caged  
19 enclosure, DeltaCom would contract directly with its certified vendor to  
20 construct a cage. In either case, BellSouth would not assess any  
21 enclosure fees. As noted in the rate matrix contained in exhibit DLT-1,  
22 an enclosure fee is applicable only for arrangements requested prior to  
23 6-1-99, and then only where BellSouth constructed the arrangement  
24 enclosure. The elemental billing approach proposed by BellSouth  
25

*So any Δ's  
or argument  
for cageless  
are available  
now-  
today? if so are*



1 allows DeltaCom to order cageless collocation by simply requesting  
2 and paying for collocation rate elements only in the quantity it needs.

3  
4 Q. HAS BELL SOUTH PROPOSED RATES FOR SHARED CAGED  
5 COLLOCATION THAT ARE IN COMPLIANCE WITH THE FCC'S  
6 RECENT ADVANCED SERVICES ORDER?

7  
8 A. Yes. As with cageless collocation, the elemental rate structure  
9 BellSouth proposed to DeltaCom complies with the FCC's Order  
10 regarding shared caged collocation arrangements. The terms under  
11 which DeltaCom may share a caged collocation arrangement are  
12 specified within Section 3.3 of the proposed agreement. Where  
13 DeltaCom elects to share a caged collocation space, DeltaCom would  
14 establish itself as the "Host" collocator. As the Host, DeltaCom may  
15 allow other telecommunications carriers ("Guests") to share its caged  
16 collocation arrangement, where such an arrangement is not prohibited  
17 by local building codes or pre-existing lease terms, should the  
18 BellSouth central office be located within a leased space. While  
19 DeltaCom remains accountable to BellSouth for the rates and charges  
20 associated with the shared caged space, DeltaCom may negotiate  
21 directly with its Guest collocator(s), pursuant to the FCC's new rules,  
22 for the allocation of collocation expenses (e.g., floor space, power,  
23 application fees). This arrangement allows DeltaCom to incorporate by  
24 reference, in its agreement with its Guest(s), the rates, terms and  
25 conditions of the agreement between DeltaCom and BellSouth. Within

1 the shared caged arrangement, the Host and Guest may either share  
2 power and interconnection facilities or may separately arrange such  
3 connections with BellSouth. In sum, the elemental rate structure  
4 proposed by BellSouth, in conjunction with the terms and conditions  
5 contained in Section 3.3 of the proposed agreement, incorporates the  
6 FCC's new rules regarding shared caged collocation arrangements.  
7

8 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

9  
10 A. Yes.  
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