

BEFORE THE
ILLINOIS COMMERCE COMMISSION

AT&T Communications of Illinois, Inc.,)
TCG Illinois and TCG Chicago)
)
Petition for Arbitration of Interconnection) Docket No. 03-0239
Rates, Terms and Conditions and Related)
Arrangements With Illinois Bell Telephone)
Company d/b/a SBC Illinois Pursuant to)
Section 252(b) of the Telecommunications Act)
of 1996)

DIRECT TESTIMONY OF THERESA M. BATES

ON BEHALF OF

SBC ILLINOIS

EXHIBIT 1.0

May 20, 2003

ISSUES:

COLLOCATION 1, 2(B), 3

INTERCONNECTION 3

OFFICIAL FILE
I.C.C. DOCKET NO. 03-0239
SBC IL ... EXHIBIT NO. 1.0
Witness T. Bates
Date 6/18/03

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 **A.** My name is Theresa M. Bates. My address is Three Bell Plaza Room 720.11, Dallas,
3 Texas, 75202.

4

5 **Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?**

6 **A.** I am employed by SBC Management Services, Inc. as Area Manager-Network
7 Regulatory Collocation.

8

9 **Q. WHAT ARE YOUR RESPONSIBILITIES AS AREA MANAGER – NETWORK**
10 **REGULATORY COLLOCATION?**

11 **A.** My primary responsibility is to represent network interests and policies on regulatory and
12 wholesale market issues (specific to collocation) that impact the network for SBC.

13

14 **Q. HAVE YOU PREVIOUSLY PROVIDED WRITTEN OR ORAL TESTIMONY**
15 **BEFORE THIS COMMISSION?**

16 **A.** Yes. I have provided either written, oral or both types of testimony in the following
17 proceedings: IL 13-801 Tariff Investigation (Docket No. 01-0614); McLeod Illinois
18 Arbitration (Docket No. 01-0623); TDS Illinois Arbitration (Docket No. 01-0338.)
19

20

21 **Q. WHAT IS YOUR PROFESSIONAL EXPERIENCE AND EDUCATIONAL**
22 **BACKGROUND?**

23 **A.** I have a Master of Business Administration with a major in Telecommunications from the
24 University of Dallas, Dallas, Texas, and a Bachelor of Science, major in Management and
25 minor in Economics from Texas Woman's University, Denton, Texas. I have completed

26 network switching, and many other training courses sponsored by Bellcore/Telcordia,
27 SBC, AT&T, Northern Telecom, Ericsson, and TRA.

28 I have been employed in telecommunications for 21 years. Since 1987, I have held
29 management positions at Southwestern Bell Telephone in many different capacities. Prior
30 to my SBC Network Regulatory/Collocation position, I was employed as a CLEC
31 Account Manager, Area Manager and Regional Service Manager – CLECs. I have also
32 held positions in engineering as Manager – Network Engineering, Manager – Network
33 Switching, Manager – Operator Services (OS) Marketing, Manager – TOPS Facilities
34 Management OS [NTI (Northern Telecom) DMS 100/200 Traffic Operator Position
35 Systems (TOPS)].

36 Prior to 1987, I worked for AT&T Communications in various positions (planning
37 Operator Services' facilities and switching equipment for Missouri, Oklahoma, Kansas,
38 Arkansas) and assumed additional financial, supervisory and administrative positions.

39

40 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

41 **A.** The purpose of my testimony is to address the following issues regarding collocation:

42 **COLLOCATION, ARTICLE XII, ISSUE 1:**

43 Should AT&T have the right to access and maintain virtually collocated
44 equipment? (Sections 12.2,12.3.1 through 12.3.4)

45 **COLLOCATION, ARTICLE XII, ISSUE 2(B):**

46 Can AT&T locate equipment on its own side of a condo building to access UNEs
47 by cabling to SBC, in place of a collocation? (Sections 12.3.5.7)

48 **INTERCONNECTION, ARTICLE III, ISSUE 3:**

49 What terms apply to AT&T's intra-building interconnection to SBC Illinois?
50 (Section 3.3.3)

51 **COLLOCATION, ARTICLE XII, ISSUE 3:**

52 Should the ICA terms and conditions allow AT&T to have access between
53 AT&T's collocation space and SBC's distributing frame to verify and test intra-
54 office wiring? (Section 12.3.6-12.3.6.4.4)

55

56 **ISSUE COLLOCATION 1: SHOULD AT&T HAVE THE RIGHT TO ACCESS**
57 **AND MAINTAIN VIRTUALLY COLLOCATED EQUIPMENT?**
58 (sections 12.2,12.3.1 through 12.3.4)
59

60 **Q. HAS THE ILLINOIS COMMERCE COMMISSION RULED ON THE ISSUE**
61 **OF CLECS ACCESSING VIRTUAL EQUIPMENT?**
62

63 A. This Commission, on March 27, 2002¹, rejected CLEC arguments identical to the
64 arguments AT&T is making here, and ruled that SBC Illinois is not required to permit
65 CLECs to access virtually collocated equipment, both because such a requirement would
66 conflict with the FCC's pronouncements on this issue and because the FCC intends for
67 virtually collocated equipment to be maintained by the ILEC. There is no reason for the
68 Commission to reach a different conclusion now.

69

¹ Order in Docket 99-0511 (at p. 93)

69 **Q. ISN'T IT TRUE THAT THIS COMMISSION ONCE RULED IN FAVOR OF**
70 **AT&T TECHNICIANS ACCESSING AT&T'S VIRTUAL EQUIPMENT?**

71
72 A. Yes. More than 4 years ago, prior to SBC Illinois' filing of a collocation tariff, this
73 commission allowed AT&T technicians access to AT&T's virtual equipment by escort.

74
75 **Q. DOES SBC BELIEVE THE COMMISSION SHOULD REACH A DIFFERENT**
76 **DECISION NOW?**

77
78 A. Yes. The Illinois Commerce Commission has since ruled that CLECs should not have
79 physical access to virtually collocated equipment. This commission's 271 Phase 1 Order²,
80 March 27, 2002, Order in Docket 99-0511³ and SBC Illinois' effective tariff⁴ language all
81 affirm that requesting carrier shall not have physical access to virtually collocated
82 equipment.

83
84 **Q. AT&T STATES THAT 1) "ANY SECURITY ISSUES AMERITECH HAD THEN**
85 **ARE THE SAME AMERITECH HAS NOW AND HAVE BEEN HEARD BY THE**
86 **ILLINOIS COMMISSION;"⁵ 2) THERE IS "ABSOLUTELY NO REASON TO**
87 **CHANGE;"⁶ AND 3) "NOTHING HAS OCCURRED TO WARRANT**
88 **DEPARTING FROM THE CURRENT ICA PROVISIONS ON THIS ISSUE."⁷ DO**
89 **YOU AGREE?**
90

² IL 271 Order, Docket No. 01-0662, Phase I Interim Order, para. 286

³ Order in Docket 99-0511 (p. 93)

⁴ Ill.C.C. No. 20, Part 23, Section 4. 1st revised Sheet #38.

⁵ IL AT&T/SBC DPL – Collocation Issue 1, AT&T Position

⁶ Noorani Direct, pg. 8.

⁷ Noorani Direct, pg. 6.

91 A. No, of course not. National Security and the events of September 11, 2001, impacted
92 security considerations for SBC, just as they did for AT&T and every other corporation.
93 Since September 11, 2001, the FCC has taken a variety of steps to ensure the reliability
94 and security of the nation's communications infrastructure. SBC has undertaken steps, in
95 coordination with FCC mandates, to ensure the security of its facilities on behalf of all of
96 its customers. Our goal is to provide the most efficient and effective Collocation
97 arrangements consistent with our obligations under the 1996 Act, while safeguarding our
98 facilities in accordance with today's security requirements. Like many other companies,
99 SBC Illinois continually evaluates, reassesses, and strengthens its security policies,
100 procedures and measures to insure the integrity of our network.

101 **Q. WHY SHOULD AT&T NOT HAVE THE RIGHT TO ACCESS AND MAINTAIN**
102 **VIRTUALLY COLLOCATED EQUIPMENT?**
103

104 A. By definition, in a virtual collocation arrangement, the competitor designates the
105 equipment to be placed at the incumbent LEC's premises. The competing provider,
106 however, does not have physical access to the incumbent's premises. Instead, the
107 equipment is under the physical control of the incumbent LEC, and the incumbent is
108 responsible for installing, maintaining, and repairing CLECs' virtual collocation
109 equipment.⁸

110 **Q. IS AT&T'S DEMAND TO ACCESS VIRTUAL EQUIPMENT CONTRARY TO**
111 **LAW?**

⁸ Local Competition First Report and Order, 11 FCC Rcd at 15785, para. 559.

112 A. Yes. Granting CLECs the ability to access and maintain their virtually collocated
113 equipment would be contrary to FCC collocation rules and requirements by eliminating
114 the critical distinction between physical and virtual collocation. It would inhibit the
115 ILEC's ability to protect not only its own network and equipment, but also the equipment
116 of other virtually collocated CLECs. This issue was addressed in the Local Competition
117 First Report and Order and reinforced in the Advanced Services Order ("ASO"), which
118 clearly delineates reasonable measures that ILECs may take to protect their network and
119 equipment. The ASO allows ILECs to cage their own equipment, reasonably
120 segregating its equipment from that of CLECs. Allowing CLECs access to their virtually
121 collocated equipment would negate these security measures.

122

123 **Q. DOES AN ILEC GENERALLY HAVE A NEED TO SECURE AND PROTECT**
124 **TELECOMMUNICATIONS EQUIPMENT IN ALL ENVIRONMENTS?**
125

126 A. Yes. It is important to restrict access to the ILEC's network infrastructure, in order to
127 reduce the risk of accidental or intentional incidents which may jeopardize the network.
128 This is accomplished by minimizing traffic within the Central Office equipment areas.
129 However, this is possible only to the extent that SBC Illinois is able to control the work
130 activity that is performed within its premises. It is important that the Central Office
131 manager be aware of all activities that are taking place in the Central Office, as well as
132 when these activities are occurring. For example, ILEC provisioning and maintenance
133 activity that may involve an element of risk to the network is typically scheduled and
134 supervised during the maintenance window. The work provided by SBC Illinois

135 technicians and vendors, on behalf of the ILEC, is monitored to help avoid mistakes.
136 Exercising this control helps minimize the exposure of ILEC networks to risk
137
138 It goes without saying that more people (*i.e.* CLECs and their vendors) in a Central
139 Offices means higher Central Office foot-traffic which leads to more opportunities for
140 problems. While SBC Illinois makes no assertions that CLECs would intentionally
141 damage or endanger the ILEC's equipment, contrary to Mr. Noorani's testimony,⁹
142 numerous security violations, by AT&T and other CLECs, have occurred. Examples of
143 such violations include unauthorized access to restricted areas, performing unauthorized
144 activities on SBC-owned equipment, working in SBC's premises without proper
145 identification, and the unauthorized use of SBC portable equipment and property. These
146 violations are dealt with in various ways depending on the severity of the violation.
147 Some CLEC employees and vendors have been escorted from the premises; other
148 violations have been referred to the Account Manager for resolution with the individual
149 CLEC.

150
151 **Q. YOU MENTIONED THE SBC ILLINOIS TARIFF. DOES THIS COMMISSION**
152 **HAVE EFFECTIVE APPROVED TARIFF LANGUAGE RESTRICTING ACCESS**
153 **TO VIRTUALLY COLLOCATED EQUIPMENT?**
154

155 **A.** Yes. Ill. C.C. No. 20, Part 23, Section 4, 1st Revised states:
156
157

⁹ Noorani Direct, pg. 8.

158 Requesting Carrier shall not have physical access to virtually collocated
159 equipment.¹⁰
160

161 **Q. DOES THIS COMMISSION HAVE EFFECTIVE APPROVED TARIFF**
162 **LANGUAGE PROVIDING FOR MAINTENANCE AND REPAIR OF**
163 **VIRTUALLY COLLOCATED EQUIPMENT?**
164

165 A. Yes. SBC will maintain and repair virtually collocated equipment at the direction of the
166 collocator using the same standards that SBC uses for maintaining and repairing its own
167 equipment. The tariff states:

168 The Company shall....be responsible for maintaining and repairing the virtually
169 collocated equipment...¹¹
170

171 **Q. DOES A CLEC HAVE A CHOICE OF COLLOCATION TYPES IF THE CLEC**
172 **WISHES TO ACCESS AND MAINTAIN ITS EQUIPMENT?**
173

174 A. Yes. CLEC's desiring access to their equipment can choose among a variety of different
175 forms of *physical* collocation including caged collocation, cageless collocation and
176 shared caged collocation.

177

178

179 **Q. AT&T'S WITNESS MR. NOORANI REFERENCES A TARIFF PROVISION**
180 **THAT PROVIDES FOR ESCORTED ACCESS TO CLECS. IS THE ESCORTED**
181 **ACCESS TO VIRTUAL COLLOCATION THAT AT&T SEEKS HERE**
182 **RELATED TO THE TARIFF LANGUAGE THAT AT&T CITES ?**
183

184 A. No. In fact AT&T admits the tariff language it relies on references *physical* collocation.

185 AT&T attempts to blur the distinction between virtual and physical collocation and their

¹⁰ Ill.C.C. No. 20, Part 23, Section 4. 1st revised Sheet #38.

¹¹ Ill.C.C. No. 20, Part 23, Section 4. 1st revised Sheet #38.

186 respective security measures to achieve unreasonable and unlawful access to virtual
187 equipment line-ups.

188
189 **Q. DO YOU AGREE WITH AT&T THAT PHYSICAL ESCORT TERMS AND**
190 **CONDITIONS SHOULD APPLY TO VIRTUAL?**

191
192 A. No. Clearly the tariff provision on Sheet 17 references physical collocation:

193 Except to the extent currently prohibited by effective rules of the FCC, the
194 Company may require the presence of a Company-designated escort (at a “time
195 and materials” rate) for any access to a *physical* collocation arrangement that is
196 not in an area that is secured from access to the Company’s equipment. (Emphasis
197 added.)
198

199 By law, physical collocation terms and conditions are a different than those of virtual.
200 Mr. Noorani and AT&T recite the *physical* tariff escort provision; their arguments
201 throughout the DPL¹² and Mr. Noorani’s testimony rely on physical collocation terms
202 and conditions, *i.e.* physical escorts, *applying to virtual collocation*. Not only does
203 federal law and state tariffs differentiate between each type of collocation but the
204 characteristics of each and their terms and conditions are separate. It is not reasonable to
205 assume that escorts should be available on 24x7 basis for virtual when the basic
206 distinction between physical and virtual is that the ILEC performs installation,
207 maintenance and repair of virtual collocation.

208
209 **Q. AT&T ALLEGES THAT PROCESSES FOR VIRTUAL COLLOCATION ARE**
210 **“NO DIFFERENT”¹³ THAN THOSE FOR PHYSICAL COLLOCATION. IS THAT**
211 **TRUE?**

¹² IL AT&T/SBC DPL – Collocation Issue 1, AT&T Position

¹³ IL AT&T/SBC DPL – Collocation Issue 1, AT&T Position

212
213 A. No. In fact, the FCC has directly and unequivocally answered this question. At Paragraph
214 607 of the First Report and Order, the FCC stated:

215
216 Finally, we decline to require that incumbent LECs provide virtual collocation
217 that is equal in all functional aspects to physical collocation.
218

219 Clearly the processes, laws, tariffs and terms/conditions of physical and virtual collocation
220 have differing characteristics. In physical collocation, where feasible, the ILEC secures its
221 equipment from CLEC access by partitioning its space. In virtual collocation the ILEC
222 places CLEC equipment within the ILEC's equipment. The configuring of telecom
223 equipment in rows is frequently referred to as a "line-up," meaning that the equipment bays
224 are lined-up like a row of horizontal filing cabinets. In the case of virtual collocation, one
225 open filing cabinet, *i.e.* equipment frame, may be an ILEC's frame or bay and the next
226 frame or bay may be the CLEC's. The nature of virtual collocation will always be that
227 competitors (both ILEC and CLECs) will be lined up next to one another, creating risk for
228 the CLECs' and ILEC's end-users and requiring a higher degree of scrutiny and monitoring.
229 Due to the nature of the virtual line-up, it is not possible to cage off equipment; thus there is
230 a need to prohibit CLEC access. The FCC and this commission recognized those inherent
231 risks and have provided that installation, maintenance and repair of virtual arrangements
232 should be an ILEC function. I would note that AT&T describes a virtual line-up in a similar
233 way. (Noorani at pg. 4.)
234

235 **Q. HOW SHOULD THE ICC RESOLVE VIRTUAL ACCESS?**

236 A. This Commission should stand firm to its March 27, 2002, Order in Docket 99-0511¹⁴, its
237 Phase 1 271 Order¹⁵ and its effective Illinois tariff language that a “Requesting Carrier
238 shall not have physical access to virtually collocated equipment.”¹⁶”

239
240 **ISSUE COLLOCATION 2(B): CAN AT&T LOCATE EQUIPMENT ON ITS OWN**
241 **SIDE OF A CONDO BUILDING TO ACCESS UNE’S BY CABLING TO SBC**
242 **ILLINOIS, IN PLACE OF A COLLOCATION? (Collocation Section 12.3.5.7)**

243
244 **ISSUE INTERCONNECTION 3 : WHAT TERMS APPLY TO AT&T’S INTRA-**
245 **BUILDING INTERCONNECTION TO SBC ILLINOIS?**
246 **(UNE Section 3.3.3)**

247
248 **Q. HOW DO COLLOCATION ISSUE 2(B) AND INTERCONNECTION ISSUE 3**
249 **INTERRELATE TO ONE ANOTHER?**

250
251 A. AT&T has proposed broad new language in an effort to create vague and undefined
252 entitlements. AT&T proposes this new language in Interconnection Article III, Section
253 3.3.3. AT&T also proposes language in Collocation Article XII, Section 12.3.5.7, that
254 refers to the Section 3.3.3 language.

255 **Q. HOW DOES THIS RELATE TO COLLOCATION ISSUE 2(A) WHICH HAS**
256 **SETTLED?**

257
258 A. SBC Illinois believes that the additional language that AT&T is seeking goes beyond and
259 is inconsistent with what the parties have agreed to as part of the resolution of collocation
260 issue 2(a).

¹⁴ Order in Docket 99-0511 (at p. 93)

¹⁵ IL 271 Order, Docket No. 01-0662, Phase I Interim Order, para. 286

261 In Issue 2(a), AT&T sought to renew language that the parties had agreed to several years
262 ago. SBC Illinois did not object, except that it wanted the language to appear outside the
263 collocation section of the interconnection agreement. That language, which will now
264 appear as a new Article XVII, addresses the manner in which AT&T will interconnect its
265 network when it has a condominium arrangement in an SBC Illinois central office.
266 Importantly, the language provides that SBC Illinois shall designate the path that
267 AT&T's cable will traverse, which is how the parties have been operating for several
268 years. It also contemplates that AT&T will interconnect with or access UNEs through its
269 collocation arrangement in the central office.

270

271 **Q. WHAT IS AT&T NOW PROPOSING FOR ITS CONDOMINIUM**
272 **ARRANGEMENTS?**

273 A. AT&T insists that if AT&T's condominium and SBC Illinois' premises happen to be in the
274 same building, AT&T will install a coaxial or fiber optic cable, via whatever route AT&T
275 designs through SBC's premises, and will terminate the coaxial or fiber to whatever piece of
276 SBC's equipment AT&T designates without use of collocation space.

277 **Q. WHY IS AT&T'S LANGUAGE UNREASONABLE?**

278 A. This language would permit AT&T to demand SBC place riser, racking and conduit
279 systems at locations dictated by AT&T. What AT&T does on their side of the building in
280 their condo is immaterial to SBC. On SBC's side of the building, SBC will follow the
281 construction and engineering process and procedures for CLEC collocation and should

¹⁶ Ill.C.C. No. 20, Part 23, Section 4. 1st revised Sheet #38

282 not be subject to the dictates of the CLEC. AT&T's proposal constitutes a taking of
283 SBC's property. SBC has the right to control its own premise and has authority over
284 configuring space within its premise.¹⁷

285
286 AT&T proposes that the cabling from AT&T's condo would become inter-building
287 cabling (AT&T premise to SBC premises.) Efficiency and availability of scarce resources
288 dictate entrance and routing paths (*i.e.* riser, racking) through SBC Illinois' central
289 offices. It should be the decision of the party owning the premises as to which paths to
290 and from the vault would be the most reasonable and direct. Not only does SBC have the
291 right to control and manage its central offices, SBC also has the right to be compensated
292 for use of SBC Illinois' premise. It is unreasonable for AT&T to offer no compensation
293 to SBC's placement of riser, racking, cabling to and from AT&T's condominium.

294
295 AT&T's request should to be viewed as no different than any other request for
296 interconnection. Interconnection witness Craig Mindell discusses the elements of the
297 interconnection in his testimony; however, the fact that AT&T's premise happens to exist
298 in a condo building should not provide AT&T any advantages nor disadvantages
299 compared to any other CLEC.

300

¹⁷ *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, Fourth Report and Order, CC Docket No. 98-147, FCC 01-204, (Aug. 8, 2001) ("*Collocation Remand Order*"), ¶ 13.

301 Moreover, AT&T and SBC have already agreed to the terms and conditions for condo
302 arrangements (Collocation Issue 2(a)) and the additional terms (*i.e.* Collocation Issue
303 2(B)) proposed by AT&T are unnecessary and inconsistent with the agreed terms.
304 Although the commission adopted similar to what AT&T seeks in issue 2(b), that was
305 prior to the existence of the agreed and effective language in 2(a.) AT&T does not need
306 both 2(a) and 2(b), as evidenced by AT&T's past and continuing operation under the
307 terms and conditions of the mutually agreed to (*i.e.* 2(a) language). In addition, the new
308 language it seeks to add to Section 3.3.3 goes for a field of even what was previously
309 ordered by the Commission on this issue.

310

311 **Q. DESCRIBE IN MORE DETAIL HOW SBC ILLINOIS CURRENTLY ALLOWS**
312 **AT&T TO CONNECT ITS CONDO ARRANGEMENT TO A COLLOCATION**
313 **ARRANGEMENT?**

314

315 A. SBC Illinois allows connection via the vault in a building where AT&T has a condo
316 arrangement. SBC Illinois agrees with the FCC's Second Report and Order¹⁸ (§ 324),
317 which recognizes that the ILEC is responsible for the design and planning of central
318 office space and its efficient use. AT&T's proposal for Collocation Issue 2(b) and
319 Interconnection Issue 3 would eliminate SBC Illinois' ability to require AT&T to bring
320 its cable through the vault.

321

¹⁸ In the Matter of Local Exchange Carriers' Rates, Terms and Conditions for Expanded Interconnection Through Physical Collocation for Special Access and Switched Transport, CC Docket No. 93-162, FCC 97-208 (rel. June 13, 1997).

322 **Q. DOES AT&T HAVE A RIGHT TO INTERCONNECT DIRECTLY WITH SBC**
323 **ILLINOIS CENTRAL OFFICE SPACE WITHIN A CONDOMINIUM**
324 **ARRANGEMENT, RATHER THAN THROUGH THE VAULT?**

325
326 A. No. The FCC in the Expanded Interconnection Order (CC Docket 91-141) did not
327 require ILECs to directly connect with CLECs within a condo arrangement. AT&T has
328 provided no support for its position that it is entitled to such direct connections nor has
329 AT&T provided any detail on where this intra-building interconnection would occur.
330 AT&T's vague language constitutes a "special deal" that other CLECs would not be able
331 to obtain. In addition, AT&T provides no details on how to effect the proposed
332 interconnection.

333

334 **Q. WHAT IS THE FUNCTION OF SBC ILLINOIS' VAULT?**

335 A. Think of the vault as a meeting point for all interested parties that require access to SBC
336 Illinois central office. The vault provides not only a equal meeting location for all
337 collocating CLECs but provides established routes through the central office that take
338 advantage of the most efficient and effectively engineered paths to move through the
339 office in an expeditious manner. From the entry points (*i.e.* entrance facilities) to the
340 upward paths (*i.e.* risers), over the horizontal paths (*i.e.* the racking), all these systems
341 work together to get the cable where its going. In contrast, simply running a cable from
342 point "A" to point "B" in a straight line does not take into consideration the efficiency
343 and capacity issues in central offices, nor does it afford SBC Illinois the ability to manage
344 its own central office space.

345

346 Q. **WHY ARE THE VAULT AND ENGINEERED PATHS THROUGH THE**
347 **CENTRAL OFFICE SO IMPORTANT?**

348
349 A. In a central office the running of cable from the vault entrance facilities, up the risers and
350 over the racking is a core function in telecom central office operations. The lack of
351 uniformly engineered entrance and cabling systems would create central office
352 inefficiencies thereby contributing to space congestion and leading to premature
353 exhaustion within SBC Illinois' Central Offices.

354
355
356 Q. **WHY IS IT REASONABLE THAT AT&T ENTER SBC ILLINOIS' PREMISE IN**
357 **THE SAME MANNER AS OTHER CLECS (I.E. THROUGH THE VAULT)?**

358
359 A. Just because AT&T benefits from pre-divestiture condominium arrangements does not
360 mean that AT&T should now be treated out-of-parity with all other CLECs by obtaining
361 special paths through ILEC central offices that are outside those available to other CLEC
362 (*i.e.* entrance facilities.) In addition, SBC Illinois has the right to manage and control its
363 premise.¹⁹ SBC Illinois gains significant engineering, design and layout efficiencies
364 directly benefiting CLECs by maintaining and designing its own entrance facilities.

365
366 Q. **WHAT OTHER FACTORS SHOULD BE DISCUSSED ABOUT SBC ILLINOIS'**
367 **VAULTS?**

368
369 A. The central office vault is placed in a location that allows logical and efficient access
370 through the use of entrance paths, as explained above, to the entire building. The hand-

¹⁹ Collocation Remand Order, paras. 90, 91, 102.

371 off of the CLEC fiber to SBC in the vault is in parity with where other CLECs must
372 deliver their fiber for CLEC collocation arrangements. This approach reduces the
373 extraneous racking and cabling (*i.e.* clutter) within SBC central offices by requiring the
374 CLEC to use the same racking and conduits that SBC uses for other CLECs. This
375 approach reduces the possibility of safety or network reliability issues by reducing
376 extraneous construction work that would have to occur in SBC offices. This approach
377 also reduces operational problems for SBC because all CLEC fiber, including AT&T's,
378 will be located in the vault.

379

380 **Q. HOW DOES THIS WORK FOR A CLEC WITH A CONDO ARRANGEMENT**
381 **THAT NEEDS ACCESS TO ITS COLLOCATION?**

382

383 **A.** The CLEC's fiber cable would originate at the CLEC's condo location and then be
384 delivered to SBC in the vault. For the CLEC, this is simply another 'entrance facility' to
385 the CLEC's collocation arrangement. Where that facility 'originates' is immaterial to
386 SBC.

387 **Q. DO AT&T'S CONDO LOCATIONS ACCESS AT&T'S COLLOCATION**
388 **ARRANGEMENT IN THIS MANNER TODAY (*I.E.* VIA SBC ILLINOIS'**
389 **VAULT)?**

390

391 **A.** Yes. Under the same language as agreed to in Collocation Issue 2(a), AT&T has in the
392 past, and continues today, to meet/hand-off its facilities to SBC Illinois in SBC Illinois'
393 vault, and to terminate in AT&T's collocation arrangement.

394

395 **Q. DO YOU HAVE OTHER COMMENTS ABOUT THE LANGUAGE AT&T**
396 **REQUESTS FOR SECTION 3.3.3?**

397
398 A. Yes. AT&T also proposed that in addition to fiber entrance facilities, AT&T would like
399 to use coaxial cable. This is problematic. Not only is coax an inefficient use of SBC
400 Illinois' scarce resources, today, coaxial cable provides no protection for either the
401 CLEC or the ILEC networks. Such protection is important to assure the integrity of both
402 the CLEC and ILEC networks from outages due to electrical surges, *e.g.* shock, lightning.
403 The AT&T condo arrangement has its own grounding plane and SBC Illinois has its own
404 grounding plane, making a connection by coaxial cable technically infeasible. In order to
405 electrically connect equipment between ground planes, electrical protection would be
406 required, which I understand is not yet commercially available.

407
408 In addition, AT&T proposes in its language for Collocation Issue 2(b) (Collocation
409 Section 12.3.5.7) (and implicitly in its language for Interconnection Issue 3 (UNE Section
410 3.3.3)) that it be permitted to access UNEs without maintaining a collocation presence in
411 SBC Illinois' central office. The language proposed by AT&T is vague and ill-
412 conceived. As explained by other witnesses and clearly set forth in the language of the
413 parties' proposed interconnection agreement, SBC Illinois offers access to UNEs through
414 several clearly defined methods. To the extent that AT&T is proposing something
415 different, SBC Illinois is not in a position to agree that it such a method is technically
416 feasible or required by law. If AT&T has something particular in mind, it ought to set
417 forth its proposal, rather than advocate this vague language.

418

419 **Q. HOW SHOULD THE ICC RESOLVE COLLOCATION ISSUE 2(B) AND**
420 **INTERCONNECTION ISSUE 3?**
421

422 A. This Commission should reject AT&T language at both Section 12.3.5.7 of Appendix XII
423 Collocation and Section 3.3.3 of Appendix III Interconnection, opting for the more
424 reasonable SBC Illinois' language and accepting the status quo arrangement between the
425 parties.

426
427 **ISSUE COLLOCATION 3: SHOULD THE ICA TERMS AND CONDITIONS**
428 **ALLOW AT&T TO HAVE ACCESS BETWEEN AT&T'S COLLOCATION**
429 **SPACE AND SBC ILLINOIS' DISTRIBUTING FRAME TO VERIFY AND TEST**
430 **INTRA-OFFICE WIRING?**
431 (Section 12.3.6-12.3.6.4.4)

432
433 **Q. WHAT IS YOUR UNDERSTANDING OF ISSUE 3?**

434 A. AT&T claims that AT&T technicians should be permitted to access SBC's MDF directly.
435 AT&T contends that direct access to the MDF is required to perform necessary
436 maintenance functions, to test their lines, and perform other functions.

437 **Q. HAS AT&T DEMANDED ACCESS TO SBC ILLINOIS' MDF IN PREVIOUS**
438 **PROCEEDINGS BEFORE THIS COMMISSION AND OTHERS?**

439
440 A. Yes. AT&T has argued for access to the MDF in many proceedings, trying a variety of
441 different arguments. Still the FCC and other state commissions have not been persuaded.
442 AT&T has conjured up another new argument to try before this Commission. It too is
443 not persuasive.

444
445 **Q. WHAT IS THE MAIN DISTRIBUTION FRAME?**

446 A. The Main Distribution Frame (“MDF”) is the facility within SBC Illinois’ central office
447 on which every customer line, trunk and circuit is terminated as it enters the central
448 office. The MDF is owned by SBC Illinois, is located in SBC Illinois’ space in the central
449 office, and constitutes the “heart” of the network. SBC’s MDF will have a series of
450 terminating blocks attached to SBC’s MDF. CLECs do not own the block(s) at which
451 CLEC cable is terminated on at SBC’s MDF. These lines, trunks and circuits are
452 terminated at the blocks and then cross-connected to either SBC Illinois’ switch (for
453 switched services), an SBC Illinois interoffice facility (for dedicated services), or a
454 facility which connects them to a CLEC’s collocation equipment. The software
455 assignment of each connection to the block at its termination is referred to as Connecting
456 Facility Assignment (“CFA”). The CFA (sometimes referred to as the assignment) is
457 documented and recorded in systems and used in ordering.

458

459 **Q. DO AT&T TECHNICIANS NEED ACCESS TO SBC’S MDF?**

460 A. No. AT&T technicians are responsible for testing AT&T’s network; SBC Illinois is
461 responsible for testing SBC Illinois’ network. Issue 3 boils down to a debate about
462 appropriate test points or what may sometimes be referred to as test access points. AT&T
463 has test points in its network and SBC Illinois has test points in its network. Both AT&T
464 and SBC Illinois work together daily, using systems and personnel to resolve trouble with
465 each company accessing their respective test points. AT&T’s attempt to gain access to
466 SBC Illinois test points is not only unnecessary, it is unreasonable.

467 **Q. DOES A CLEC ACCESSING THE MDF IMPACT SBC ILLINOIS' ABILITY TO**
468 **SECURE ITS NETWORK AND PROTECT ITS SERVICES AND CUSTOMERS**
469 **AS WELL AS THE SERVICES AND CUSTOMERS OF OTHER CLEC'S?**

470 A. Absolutely. As described above, the MDF is in SBC Illinois' secured space and is the
471 "heart" of the network. SBC has the right and the duty to secure its own network to
472 protect its services and customers, as well as the services and customers of other CLECs.
473 The FCC has continued to support this right through its various orders and rulings.²⁰ In
474 addition, the Illinois Commission has supported the right and obligation of SBC Illinois
475 to secure its network as well, through its rulings on the tariff language²¹ and in other
476 proceedings. SBC Illinois' right and duty to secure its network would be compromised if
477 AT&T is allowed to have access to SWBT's MDF.

478 **Q. DOES SBC ILLINOIS HAVE AN OBLIGATION TO PROVIDE CLECS ACCESS**
479 **TO THE MDF?**

480 A. SBC Illinois has no obligation to provide collocating CLECs access to the MDF. The
481 FCC has made clear that "protection of their [ILECs'] equipment is crucial to the
482 incumbents' own ability to offer service to their customers." Advanced Services Order,
483 48; see also Advanced Services Remand Order, 102. This Commission has addressed the

²⁰ *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996 and Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, First Report and Order, CC Docket Nos. 96-98 and 95-185, FCC 96-325 ¶ 598 (Aug. 8, 1996) ("Local Competition Order") ("Based on the comments in this proceeding and our previous experience with physical collocation in the *Expanded Interconnection* docket, *we will continue to permit LECs to require reasonable security arrangements to separate an entrant's collocation space from the incumbent LEC's facilities. The physical security arrangements around the collocation space protect both the LEC's and competitor's equipment from interference by unauthorized parties.*") (Emphasis added.); 47 C.F.R. 51.323(i) ("As provided herein, an incumbent LEC may require reasonable security arrangements to protect its equipment and ensure network reliability.")

²¹ IL tariff – Section 4, 1 C 1, Sheet 3 – "In no event may Requesting Carrier traverse such separation nor may Requesting Carrier access the Company's Main Distribution Frame, cross-connect frames or other equipment."

484 issue of access to the MDF in three separate orders and all times concluded that CLECs
485 should not have such access. IL 271 Order,²² Aug. 17, 2000 Order, In Re Covad/Rhythms
486 Petitions for Arbitration, Docket Nos. 00-0312/00-0313, at 23-24; March 14, 2001 Order,
487 Proposed Implementation of High Frequency Portion of Loop (HFPL)/Line Sharing
488 Service, Docket No. 00-0393, at 74. In the Texas 271 Order, the FCC found that SWBT's
489 collocation tariff satisfied the checklist, even though that tariff expressly prohibited CLEC
490 access to the MDF.

491 **Q. HAS THE FCC ADDRESSED ACCESS TO THE MDF AND THE ILEC'S RIGHT**
492 **TO PROTECT THE ILEC AND CLEC NETWORKS IN OTHER RULES?**

493 Yes. The FCC recognizes the inherent risks to the network and therefore has not required
494 ILECs to grant CLECs direct access to the MDF located in ILEC secured network space.
495 Further, the FCC has repeatedly reaffirmed ILECs' rights to secure their equipment and
496 network: "incumbents, like other users of the incumbent LEC's premises, have a right to
497 protect their equipment from harm."²³ In addition, the FCC has directly addressed the
498 issue of access to the MDF and concluded that it is not mandated by section 251 (c). The
499 FCC has made clear that "protection of their [ILECs'] equipment is crucial to the
500 incumbents' own ability to offer service to their customers."²⁴

²² IL Docket No. 01-0662, February 6, 2003, Phase I Interim Order, para. 286.

²³ *Wireline Services Offering Advanced Telecommunications Capability, Fourth Report and Order*, FCC 01-204, CC Docket No. 98-147 (Rel. August 8, 2001) ("Advanced Services Remand Order"), ¶ 102.

²⁴ Advanced Service Order, Para. 48; see also Advanced Services Remand Order, 102

501 **Q. DESCRIBE THE ICC APPROVED EFFECTIVE TARIFF LANGUAGE**
502 **REGARDING ACCESS TO SBC ILLINOIS MAIN DISTRIBUTION FRAME AND**
503 **WIRING?**

504 A. SBC Illinois has commission-approved tariff language that protects SBC Illinois premise
505 and equipment and other CLECs' equipment.

506 In no event may Requesting Carrier traverse such separation nor may
507 Requesting Carrier access the Company's Main Distribution Frame, cross-
508 connect frames or other equipment.²⁵

509
510 **Q. HAVE OTHER COMMISSIONS RULED THAT CLECS SHOULD BE DENIED**
511 **ACCESS TO THE MDF?**

512 A. Absolutely. More recently in the Texas 271 Order, the FCC found that SWBT's
513 collocation tariff satisfied the checklist, even though that tariff expressly prohibited
514 CLEC access to the MDF. The Texas Commission has never allowed direct access to the
515 MDF due to security reasons²⁶ in either its tariff or through arbitration.²⁷ In addition, as
516 previously mentioned language protecting the ILEC's premises and MDF is included in
517 language jointly agreed upon by the AT&T, other CLECs and SBC in Wisconsin,
518 Michigan, Missouri, Kansas, Oklahoma, Arkansas and Nevada.

²⁵ IL C.C. NO. 20, Part 23, Section 4 -Collocation Services, Sheet No.3.

²⁶ Texas Physical Collocation tariff - Texas Tariff at § 20.13.1-4 – “The collocator will not be permitted access to the SWBT Main Distribution Frame.”

²⁷ *Petition of Rhythms Links, Inc. Against Southwestern Bell Telephone Co. for Post Interconnection Dispute Resolution and Arbitration*, Tx. P.U.C. Docket No. 22469, Revised Arbitration Order (“Rhythms Links Order”) at 53 (Sept. 21, 2001) (“The Texas Commission has never allowed direct access to the MDF due to security reasons”); *Petition of El Paso Networks, LLC, for Arbitration of an Interconnection Agreement with Southwestern Bell Telephone Company*, Tx. PUC Docket No. 25188, Arbitration Order (“EPN Order”) (“Arbitrators find that EPN is not allowed direct access to terminate its facilities on SWBT's MDF or FDF.”)

519 **Q. HAS AT&T AGREED TO TERMS AND CONDITIONS THAT DO NOT PERMIT**
520 **AT&T TECHNICIANS TO HAVE ACCESS TO THE MDF?**

521
522 A. Absolutely. Language protecting the ILEC's premises and MDF is included in language
523 jointly agreed upon by the AT&T, other CLECs and SBC in Wisconsin, Michigan,
524 Texas, Missouri, Kansas, Oklahoma, Arkansas and Nevada.

525
526 **Q. HOW IMPORTANT IS THE NEED TO PROVIDE CLEC ACCESS TO THE**
527 **CFA?**

528 A. For SBC, it is a crucial issue, as the CFAs are located at the MDF, which is a vital part of
529 our network. For the CLEC, the issue is not as significant, as the incidence of "bad"
530 cabling between the MDF and the CLEC's collocation arrangement is infrequent. Both at
531 the SBC-Midwest CLEC User Forums and during Wisconsin 271 preliminary
532 collaborative conference calls in August 2002, AT&T and other CLECs agreed with
533 SBC-Midwest that although circuit level trouble in interconnection cabling is a high
534 priority for SBC and the CLECs when it occurs, the frequency of continuity-tested-ok-
535 cabling becoming "bad" cabling is small. In other words, the incidence of so-called "bad
536 cabling" is extremely infrequent. In any event, as I discuss below, there are various
537 processes in effect to deal with the rare instance in which a problem arises and thus
538 AT&T's request for access to the MDF is unnecessary.

539 **Q. MR. NOORANI SUGGESTS THAT AT&T HAS ENCOUNTERED WIRING**
540 **PROBLEMS IN SBC ILLINOIS CENTRAL OFFICES (NOORANI AT 22-23).**
541 **DOES SBC HAVE ESTABLISHED POLICIES AND PROCEDURES**
542 **ADDRESSING WIRING/CABLING FROM INSTALLATION TO POST**
543 **INSTALLATION?**

544 Yes. In SBC central offices, CLECs employ SBC approved vendors to install
545 interconnection cabling/wiring i.e. intra-office wiring. Work is accomplished in various
546 phases.

547 INSTALLATION - During installation, the CLEC, through its SBC approved vendor, is
548 responsible for verifying and 'testing-out' continuity of the CLEC's cable. This
549 determines for the CLEC if all the cable pairs are working. CLECs and their SBC
550 approved vendor will designate and identify non-working pairs maintaining any records
551 needed to assure that non-working pairs are not assigned to new customers. Should the
552 CLEC and the SBC approved vendor determine that the CLEC's cable has a large
553 number of non-working pairs the CLEC will determine the appropriate action as they
554 continue to manage and direct their approved vendor's work.

555 POST INSTALLATION, FIRST 30 DAYS - After initial installation, the CLEC's SBC
556 approved vendor has 30 days to resolve any wiring issues between the CLECs collocation
557 and SBC's Main Distribution Frame.

558 POST INSTALLATION, DAY 31 AND FORWARD - SBC's trouble reporting
559 procedures apply after the initial 30-day installation timeframe passes. SBC's CLEC on-
560 line website handbook and Accessible Letters provide CLECs with trouble-shooting and
561 trouble resolution procedures. Collocation Product Witness Deborah Fuentes Niziolek
562 references recent Accessible Letters issued through collaborations at the CLEC User
563 Forum.

564 Q. MR. NOORANI ALSO SUGGESTS THAT COLLO TO MDF TESTING IS THE
565 KEY TO RESOLVING A MAJORITY OF THESE PROBLEMS (NOORANI, P.
566 24.) PLEASE RESPOND.

567 A. If testing could resolve these alleged problems then that testing can be done by AT&T on
568 a planned, coordinated basis using AT&T's SBC approved vendor. Validation of CFAs is
569 typically done prior to using CFA connections following installation. It should also be
570 done if the CLEC later uncovers problems. As documented on the CLEC Online
571 Handbook and Accessible Letters, SBC Illinois makes available CFA reports that can be
572 used by CLECs to verify and validate their CFA assignments and inventories against
573 SBC Illinois' records. A gain, both SBC Illinois and CLECs knows resolution of CFA
574 issues can be achieved without granting CLEC or AT&T technicians access to SBC
575 Illinois' MDF. Moving a new customer from an accidental assignment to a non-working
576 pair, *i.e.*, CFA, to that of a working CFA (*i.e.* changing CFA) has successfully served
577 both CLEC and SBC Illinois' customers

578

579 Q. MR. NOORANI FURTHER CLAIMS AT&T IS UNABLE TO "PERFORM
580 TESTING NECESSARY TO RESOLVE THESE CFA PROBLEMS." (NOORANI
581 AT 25.) PLEASE RESPOND.

582 A. Mr. Noorani's claims are unfounded. I described above the processes during the
583 installation phases. In addition, SBC Illinois employs a trouble resolution process to
584 resolve issues without SBC allowing CLEC's access to SBC Illinois' MDF.

585

586 Q. PLEASE DESCRIBE THE CURRENT TROUBLE RESOLUTION PROCESSES?

587 A. Prior to contacting SBC Illinois, a CLEC tests its network to determine if the trouble is in
588 its network. After the CLEC checks its network, it will contact SBC Illinois. Whenever a
589 CLEC reports that one of AT&T's customers has no dial tone, an SBC Illinois technician
590 will check for dial tone at the MDF, and, if requested, will assist the AT&T in resolving
591 the trouble. If there is no dial tone at the MDF, SBC Illinois verifies or corrects any
592 wiring and cabling problems for which it is responsible. Even where the problem is in the
593 CLEC's facilities, in many cases it can be resolved simply by changing the cross
594 connection at the MDF to another facility within the CLEC's Connecting Facility
595 Assignment (CFA), a function which SBC Illinois' technicians will perform upon
596 request. Thus, AT&T would require SBC approved vendor support only when the
597 problem resides in AT&T facilities. Where use of a SBC approved vendor is required in
598 a service outage or maintenance situation, the CLEC's vendor can obtain ready access to
599 SBC Illinois' central office and resolve the problem expeditiously. Therefore, AT&T's
600 contentions are unwarranted.

601

602 **Q. ISN'T IT TRUE THAT CLECS, INCLUDING AT&T, HAVE WORKED**
603 **TOGETHER WITH SBC TO DOCUMENT AND BETTER UNDERSTAND THE**
604 **TROUBLE REPORTING PROCESS AND PROCEDURES?**

605 A. Yes. SBC has worked extensively with AT&T and other CLECs discussing issues of
606 circuit level trouble isolation and interconnection cabling between the CLEC and SBC
607 Illinois (and CLECs' stated desire to access the MDF to resolve the trouble.) As Deborah
608 Fuentes Niziolek, Collocation Product Witness, also discusses in her testimony, CLECs
609 and SBC walked through existing trouble resolution procedures, better documenting

610 existing policies and reissuing Accessible Letters while adding specific working
611 operational details that AT&T and other CLECs requested appear in writing to help
612 operations within their companies. Therefore, there has been no need for AT&T or other
613 CLEC to gain access to SBC's MDF.

614

615

616 **Q. HAVE PROCESSES FOR RESOLVING CIRCUIT LEVEL TROUBLE**
617 **ISOLATED TO THE INTERCONNECTION CABLING BETWEEN THE CLEC**
618 **AND SBC ILLINOIS BEEN ADDRESSED WITH CLECS?**

619 A. Yes. As mentioned, I understand that AT&T, other CLECs and SBC-Midwest have
620 discussed and documented a clearer understanding of processes and procedures in the
621 SBC-Midwest CLEC User Forums. These processes begin with CLEC's testing the
622 CLEC test points, and SBC's testing of the SBC test points. After the test points are
623 verified (discussed in Ms. Fuentes Niziolek's testimony) should the trouble remain, a
624 meet appointment may be arranged or CLECs may initiate a widely used, industry-wide,
625 process of simply moving the new customer to a working cable pair. CLECs and SBC
626 agreed this industry standard is frequently used because it gets the customer back in
627 service with minimal downtime. In addition, I also understand that other CLEC Forum
628 agreements included:

629

630 ➤ CLECs agreed CLECs were responsible for 'continuity testing' for new cable
631 installations. A CLEC's SBC approved vendor will make sure that the cable is
632 "good" and that it is terminated correctly on both ends.

- 633 ➤ The parties agreed it is improbable that a “good” cable, terminated correctly, and with
634 continuity testing positive (ok), would subsequently experience a large number of
635 trouble reports as a result of the cable. SBC clarified with the CLECs that it would
636 be unusual for a new cable to have more than a few “bad” (*i.e.* dead, unusable) cable
637 pairs on a 100 pair cable. If a large occurrence of “bad” pairs were found on a new
638 cable, CLECs agreed that the approved vendor should be responsible for replacing
639 the CLEC’s cable or making other concession to the CLEC.
- 640 ➤ Should several reports appear on a cable within a short period of time, then there is a
641 high probability there is a problem with the cable itself or the termination of that
642 cable. The CLEC’s SBC approved vendor would return to resolve the issue.
- 643 ➤ SBC received CLEC concurrence that any new processes considered would likely not
644 impact working customers currently in service because a working cable virtually
645 never goes bad.
- 646 ➤ SBC received CLEC concurrence that the issue at hand was the isolation of a
647 individual circuit level (*i.e.* a single pair within the cable) trouble report to the
648 interconnection cabling between the CLECs and SBC Illinois and how to fix a
649 problem in order to get a *new* customer into service.
- 650 ➤ Product Management group referenced earlier issued Accessible Letters detailing
651 CFA reporting and processes.
- 652 ➤ Product Management group committed to sending out (and did send out) an
653 Accessible Letter detailing the processes that SBC detailed.

654

655 SBC walked CLECs through existing process and the CLECs agreed that SBC's solution
656 could resolve issues. At the CLEC's request, a second item discussed was the issue of
657 POT frames. SBC Illinois allows CLECs to use POT Frames in their collocation
658 arrangement. POT frames unnecessarily add additional test points in the network. SBC
659 Illinois does not require POT frames, but many CLECs do have POT frames in SBC
660 Central Offices today.

661 **Q. DO YOU HAVE ANY FURTHER COMMENTS REGARDING MR. NOORANI'S**
662 **CLAIM THAT AT&T HAS ENCOUNTERED PROBLEMS WITH THE CFAS**
663 **AND ASSIGNMENTS?**

664 **A.** SBC Illinois understands that CLECs from time to time make acquisitions of other
665 competitors whose CFA assignment records are not complete and/or accurate. SBC
666 Illinois has worked with CLECs in an effort to provide CFA reports to assist the CLECs
667 in resolution of this issue; one resource SBC Illinois makes available to carriers is a
668 selection of reports that a CLEC can request to verify the accuracy of its CFA records and
669 its inventory. See CLECALL-02-042: "Collocation Connecting Facility Assignment
670 (CFA) Inventory Reports," dated March 29, 2002, attached as Exhibit TMB-1.

671
672 **Q. HAS SBC ILLINOIS TAKEN OTHER ACTIONS IN RESPONSE TO CLEC**
673 **CONCERNS REGARDING CFAs?**

674 **A.** Yes. I understand CFA-related issues were addressed in a CLEC forum involving the
675 CLECs' request for expedited CFA procedures. As a result of the forum, I understand
676 that SBC Illinois has implemented a streamlined process for expedited CFA requests that
677 was shared at the CLEC forum on May 15, 2002, and described and published May 9,
678

679 2002 in an accessible letter (CLECAM02-189: “Update to Change of Connecting Facility
680 Assignment (CFA) Expedite Process”), attached as Exhibit TMB-2.

681

682 **Q. MR. NOORANI ALTERNATIVELY RECOMMENDS THAT SBC ILLINOIS**
683 **“RECONFIGURE THE COLLOCATION SPACE IN SBC ILLINOIS COS IN A**
684 **MANNER SIMILAR TO THAT OFFERED IN VERIZON AND SBC-PACBELL,**
685 **WHERE THE ILEC IS RESPONSIBLE FOR THE WIRING BETWEEN THE**
686 **COLLOCATION AREA AND THE MDF” (NOORANI, P. 17.) IS THIS AN**
687 **APPROPRIATE MEASURE?**

688

689 **A.** No. The FCC has repeatedly recognized that the design of an ILEC’s network is a matter
690 entrusted to the ILEC, not the CLECs. Many of the features of the network have been in
691 existence since well before the 1996 Act and SBC Illinois should not be required to
692 reinvent its network to suit the fancy of a single CLEC.

693 In addition, SBC Illinois’ tariffed physical collocation offerings are substantially similar
694 to those offered by SWBT in Texas, and comport with the ICC’s requirements in Docket
695 99-0615. I would note, moreover, that AT&T may request an optional point of
696 termination (POT) bay for its collocation arrangements, which appears to be how Verizon
697 structures the collocation arrangements discussed by Mr. Noorani. The POT bay can be
698 used as a point of termination that the CLEC may access to perform testing and
699 verification. In any event, the “Verizon and SBC-PacBell” collocation arrangements
700 referred to by Mr. Noorani do not allow CLECs direct access to the MDF.

701

701 **Q. HOW SHOULD THE COMMISSION RESOLVE AT&T DEMAND TO ACCESS**
702 **DISTRIBUTION FRAME AND WIRING?**

703

704 A. This Commission should reject AT&T's proposed language.

705

706 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

707 A. Yes it does.

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

AT&T Communications of Illinois, Inc.)
TCG Illinois and TCG Chicago)
)
Petition for Arbitration of Interconnection Rates,)
Terms and Conditions and Related Arrangements)
With Illinois Bell Telephone Company d/b/a)
SBC Illinois Pursuant to Section 252(b))
of the Telecommunications Act of 1996)

Docket No. 03-0239

VERIFICATION

Theresa M. Bates, being first duly sworn on oath, deposes and states the following:

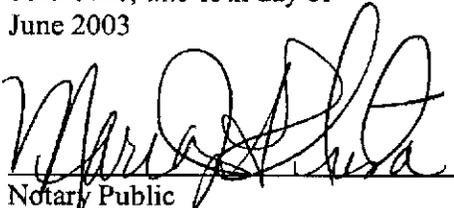
1. I am the Area Manager – Network Regulatory Collections for SBC.
2. The facts set forth and statements made in my foregoing Direct Testimony are true and correct to the best of my knowledge, information and belief.
3. Further affiant saith not.

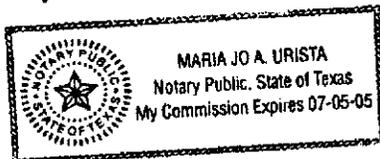


Theresa M. Bates

STATE OF TEXAS
COUNTY OF DALLAS

Subscribed and sworn to
before me, this 13th day of
June 2003


Notary Public





SBC Ameritech

SBC Nevada Bell

SBC Pacific Bell

SBC SNET

SBC Southwestern Bell

Date: **March 29, 2002**

Number: **CLECALL02-042**

Effective Date: **May 1, 2002**

Category: **Collocation**

Subject: **Collocation Connecting Facility Assignment (CFA) Inventory Reports**

Related Letters: **CLECC01-070, CLECAM01-087, CLECC01-093, CLECCT01-040, CLECN01-057** Attachment **NA**

States Impacted: **All Regions**

Contact: **Collocation Account Manager**

Effective May 1, 2002, CLECs will be able to obtain an Inventory Report detailing their Connecting Facility Assignments (CFA) for DSO Line Sharing, DSO UNE, DS1, DS3 and Fiber Inventory for UNE and Line Sharing as reflected in SBC's databases. After April 30, 2002, the manual report capability described in the Accessible Letters listed above will no longer be available. The requisite APOT/CFA Inventory Report will be available on the CLEC Online website (<https://clec.sbc.com/clec>) under CLEC Specific Reports.

The charge for each inventory report is twenty-five dollars (\$25), and is on a per-Central office basis by ACNA. There will be a twenty-five dollar (\$25) charge for each Line Sharing and/or UNE report. The CLEC will be billed on a monthly basis by the Collocation Service Center for the total number of cumulative reports accessed by the CLEC on the CLEC Online website.

Please be advised that the SBC ILEC does not guarantee the accuracy or completeness of any CFA information it provides. The CFA information is provided to the CLEC to allow the CLEC to reconcile its records with the ILEC's database to ensure accurate record keeping and prevent service interruption that may be caused by inaccurate CFA information. Updates to the CFA web database are done each week, with the date of the last change to the report listed on the website. The CFA report information provided by SBC ILEC from its OSS databases is as of the date that the report is produced. These changes may be caused by subsequent and/or existing orders from the CLEC affecting inventories. Should the CLEC rely on this information without conducting its own independent review analysis, it could result in, among other things, an in-service customer being inadvertently disconnected. SBC ILEC is not responsible for any service interruption or any other adverse occurrence that may result from reliance on the report or the information contained therein.

There will be a subsequent Accessible Letter issued before May 1, 2002 that will provide sample copies of reports that will be available on the website.

The CLEC will need to discuss any CFA discrepancies or needed corrections with its Collocation Account Manager.



Accessible

Date: **May 9, 2002**

Number: **CLECAM02-189**

Effective Date: **May, 2002**

Category: **UNE**

Subject: **(ORDERING AND PROVISIONING) Update to Change of Connecting Facility Assignment (CFA) Expedite Process**

Related Letters: **NA**

Attachment **Yes**

States Impacted: **Ameritech Region**

Response Deadline: **NA**

Contact: **LOC Service Manager**

Conference Call/Meeting: **NA**

Effective May 13, 2002, the following updates are being made to the CFA Expedite Process:

- Elimination of **Ameritech Point of Contact for CFA Responsibility Form** and **CLEC Point of Contact for CFA Responsibility Form**.
- Local Service Requests (LSRs) should be submitted directly to the LSC for order processing.
- New Form (**Notification of CFA Expedite**) for fax notification to the LSC and LOC for CFA expedites including:
 - Updated FAX numbers for the LSC and LOC
 - Updated contact number for notification of CFA expedite
 - CLEC Contact information
 - CFA Change information
- Clarification of process steps for CFA Expedites.

Attachment:



Updated CFA Expedite
Process.d...



Notification of CFA
Expedite F...

This process is applicable to UNE Basic Loop, UNE Conditioned Loop, xDSL Dedicated Loop, Line Sharing and LNP with Loop. The purpose of this process is to expedite service orders where CLEC connecting facility assignment (CFA) ports have been identified as defective or working during the provisioning or maintenance process. This will permit CLECs to expedite service orders, correcting or changing CFA, therefore alleviating an existing out of service condition or a potential delay on a pending service order. Ameritech will accept expedited CFA changes submitted via an LSR during normal business hours, Monday through Friday 8:00am-5:00pm (CDT), excluding holidays. The Local Operations Center (LOC) will be the single point of contact, and will work exclusively with the CLECs and the Customer Care Team to ensure expeditious completion of the CFA changes. The CLEC's point of contact will need to coordinate with the LOC, and with the CLEC's field forces and service order writers to expedite the LSR to the Ameritech LSC.

The CLEC's point of contact requesting an expedited CFA change are advised to follow the process as outlined below:

Immediately upon identification of a working or defective CFA condition, the CLEC must issue a SUPP or Local Service Request (LSR) to the LSC to request the CFA change via the normal ordering process. The same process must be followed for a pending provisioning service order or for maintenance out of service situations.

STEPS TO FOLLOW

1. The CLEC sends a SUPP (for pending provisioning orders) or a LSR (for maintenance out of service situations) with the following:

- Populate the CFA field with new assignment;
- Select due today;
- Check expedite field; and
- Note in remarks "Expedite CFA change"

2. After submitting the LSR to the LSC in either a pending or maintenance service order situation:

- The CLEC point of contact then faxes the **Notification of CFA Expedite Form** (see Exhibit A) to the Customer Care Team and LOC including all requested information.
- The CLEC then calls the LOC (414-773-5854) to alert them of the coming CFA expedite fax request.
- The Customer Care Team will call the CLEC once the fax has been received.
- The LOC will coordinate with the Customer Care Team and the CLEC point of contact to ensure that the order is established and completed.

Ameritech will complete the expedited requests as quickly as possible; however, the interval for the work to be completed is dependent upon the demand workload and/ or resource availability. The intent will be to complete the expedited CFA on the current day if the request is received before 3pm CDT and no later than 5pm CDT the next day if the request is received after 3pm CDT. This process does not apply to standard requests to change pending orders or existing service. Standard service order charges apply. This only applies to CFA changes; all other requests follow standard ordering guidelines.

Notification of CFA Expedite Form

1. Please submit the CFA Change SUPP or Order and then fill out this form and fax it to the Customer care Team and LOC.

Ameritech CFA Contact: Customer Care and LOC
**** Fax # Customer Care:** 414-273-8177
**** Fax # LOC:** 414-678-3412

2. Once the fax has been sent, please call the LOC at:

Telephone #: 414-773-5854

CFA Expedite Request information:

Date: _____

PON Number: _____

Please check the appropriate one:

SUPP to order #: _____

New Order

CLLI Code: _____

| <u>TXNU's</u> | <u>New CFA</u> |
|---------------|----------------|
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| | |

CLEC Name: _____

CLEC Contact Person: _____

Contact Telephone #: _____

3. The CLEC will be contacted by the Customer Care Team to notify them that the fax has been received and by the LOC when the CFA change has been completed.