

**BEFORE THE WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION**

**IN THE MATTER OF AMERICAN)
TELEPHONE TECHNOLOGY, INC.'S)
PETITION FOR ARBITRATION OF AN)
INTERCONNECTION AGREEMENT)
)
WITH U S WEST COMMUNICATIONS,)
INC. PURSUANT TO 47 U.S.C § 252.)**

DOCKET NO. UT-990385

EXHIBIT NO. _____

**REBUTTAL
TESTIMONY OF
MARK S. REYNOLDS
ON BEHALF OF
U S WEST COMMUNICATIONS, INC.**

OCTOBER 19, 1999

1 **Q. ARE YOU THE SAME MARK REYNOLDS WHO FILED DIRECT**
2 **TESTIMONY ON BEHALF OF U S WEST COMMUNICATIONS IN THIS**
3 **PROCEEDING?**

4 A. Yes. Information related to my education, work experience, and previous
5 witnessing experience is contained in my Direct Testimony filed on October 15,
6 1999.

7 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

8 A. The purpose of my rebuttal testimony is to address only those issues raised in the
9 testimony of Mr. Kunde, on behalf of ATTI, that are not adequately addressed in
10 my Direct Testimony. Specifically, I will respond to the issues raised by Mr.
11 Kunde regarding UNE access through an Interconnection Distribution Frame
12 (ICDF), UNE combinations and ICDF collocation, and adjacent collocation to
13 “Nearby Locations”.

14 I will not respond to the unfounded and unsupported accusations of Mr. Kunde
15 regarding U S WEST’s lack of cooperation in implementing interconnection,
16 U S WEST’s alleged inclination to charge excessive rates for collocation, and
17 U S WEST’s alleged service quality problems. These were not issues that were
18 raised by ATTI as part of this arbitration and because ATTI provides no evidence
19 to support its claims, U S WEST can provide no response. I would note,
20 however, that U S WEST has been, and continues to be, available to negotiate an
21 interconnection agreement with ATTI that complies with all applicable state and
22 federal regulations. I would also add that all of the terms and rates of
23 U S WEST’s interconnection agreements have been subject to this Commission’s
24 review and approval.

25 **ON PAGE 2 OF HIS TESTIMONY, MR. KUNDE ALLEGES THAT ATTI**
26 **SHOULD BE ALLOWED TO SPECIFY CROSS-CONNECT DEVICES AND**
27 **CIRCUIT LOCATION IN U S WEST’S NETWORK, WHILE U S WEST**
28 **INSISTS THAT IT SHOULD TOTALLY CONTROL THE SITUATION. IS**
29 **THIS TRUE?**

30 A. No. As I stated in my Direct Testimony, U S WEST recognizes that the FCC’s
31 Collocation Order requires incumbent LECs to permit collocating carriers to
32 construct their own cross-connect facilities between collocated equipment located
33 on the incumbent’s premises. I also pointed out that in situations where *a*
34 *U S WEST cross-connect facility* is being used by ATTI for access to UNEs or
35 other parties’ collocated equipment, U S WEST believes that 47 C.F.R. § 51.323
36 (h) (2) is the governing requirement that allows U S WEST to determine the
37 points on cross-connect devices where it is appropriate for competitive LECs to

1 interconnect. The FCC rule reads:

2 An incumbent LEC is not required to permit collocating
3 telecommunications carriers to place their own connecting transmission
4 facilities within the incumbent LEC's premises outside of the actual physical
5 collocation space.

6 As a practical matter, only U S WEST is able to identify the appropriate point on a U
7 S WEST cross-connect device for interconnection because only U S WEST has
8 the knowledge of the location of the desired cross-connect port, or circuit.

9 **MR. KUNDE CLAIMS THAT THE INTERCONNECTION DISTRIBUTION**
10 **FRAME (ICDF) THAT IS REFERENCED AS A POINT OF CROSS-**
11 **CONNECTION TO U S WEST'S UNES IS REALLY NOTHING MORE THAN**
12 **AN INTERMEDIATE FRAME DEVICE, FORMERLY KNOWN AS A SPOT**
13 **(SINGLE POINT OF TERMINATION) FRAME. IS THIS TRUE?**

14 A. No. The Interconnection Distribution Frame ("ICDF") is not the equivalent of the
15 former SPOT frame. The ICDF is a generic term which refers to any frame in
16 U S WEST's network that U S WEST relies upon to provision its own retail
17 services. U S WEST believes that it is eminently reasonable for competitive
18 LECs to access UNEs using the same frames that U S WEST uses to provide its
19 retail services. Accordingly, my Direct Testimony provides the following draft
20 language to assure that U S WEST will offer ATTI the same use of the ICDF for
21 UNEs as U S WEST's use of the ICDF to provide retail services:

22 ATTI may order access to UNEs which ATTI may connect to other
23 network elements or combine for the purpose of offering finished retail services.
24 ATTI will utilize the ICDF to access USW UNEs in USW's Wire Center only to
25 the same extent, on the same terms and conditions, as USW utilizes the ICDF
26 for provision of its retail services.

27 Ultimately, U S WEST's position on this issue is consistent with both of the FCC's
28 collocation orders and results in ATTI. Accordingly, the Arbitrator should adopt
29 U S WEST's proposed language on this issue.

1 **ON PAGES 4 AND 9 OF HIS TESTIMONY, MR. KUNDE DISCUSSES THE**
2 **ISSUE ASSOCIATED WITH UNE COMBINATIONS AND THE USE OF A**
3 **CONNECTING FRAME TO COMBINE UNES. HE STATES THAT ATTI'S**
4 **POSITION IS THAT PHYSICAL COLLOCATION IS NOT A CONDITION**
5 **PRECEDENT TO OBTAINING UNE COMBINATIONS. WOULD YOU**
6 **PLEASE COMMENT?**

7 Generally speaking, U S WEST will address the issues associated with UNE
8 combinations on brief. As I explained in my direct testimony, U S WEST believes
9 that it is required to provide a platform where competitive LECs can access and
10 interconnect UNEs. U S WEST calls this platform the ICDF. Under ICDF
11 collocation, a competitive LEC need not collocate equipment in the U S WEST wire
12 center to gain access to the facilities in the wire center in order to combine UNEs and
13 ancillary services. If ATTI believes that some aspect of UNE combinations can be
14 accomplished without collocation, as Mr. Kunde's testimony seems to indicate, then
15 those thoughts are probably better suited for the section of their contract on UNE
16 combinations. Accordingly, the Arbitrator should take care to properly classify
17 ATTI's comments on UNE combinations.

18 **ON PAGE 4 OF HIS TESTIMONY, MR. KUNDE PROVIDES FURTHER**
19 **EXPLANATION OF ATTI'S ATTEMPT TO STRETCH THE TERM**
20 **"ADJACENT COLLOCATION" INTO "NEARBY LOCATIONS." HE**
21 **SUGGESTS THAT, UNDER ATTI'S PROPOSAL, U S WEST'S ONLY**
22 **REQUIREMENT WOULD BE TO PROVIDE CONNECTIVITY TO ATTI,**
23 **AND THAT ATTI WOULD PROVIDE ITS OWN POWER, HVAC, AND**
24 **BUILD WHATEVER PHYSICAL SUPPORT FACILITIES ARE NEEDED.**
25 **WOULD YOU PLEASE COMMENT?**

26 Mr. Kunde's response belies ATTI's contrived linkage of its "nearby locations"
27 concept to the FCC's Collocation Order. First, as I stated in my Direct Testimony,
28 nowhere in the FCC Collocation Order is there any reference to nearby locations as a
29 part of adjacent collocation. In fact, paragraph 44, contrary to Mr. Kunde's statement,
30 requires incumbent LECs to provide power and physical collocation services and
31 facilities, subject to the same nondiscrimination requirements as traditional
32 collocation arrangements. Furthermore, ATTI's proposed collocation language in this
33 arbitration reads very differently from Mr. Kunde's proposal. For example, ATTI's
34 proposed language says nothing about ATTI funding their own power needs, and yet
35 it does require U S WEST to extend facilities sufficient to establish connectivity to
36 USW's network. Consequently, both ATTI's proposed collocation language and Mr.
37 Kunde's testimony is inconsistent with the FCC's Collocation Order regarding
38 adjacent collocation. Accordingly, for all the reasons offered in my direct and
39 rebuttal testimony, the Arbitrator should reject ATTI's proposed language on adjacent

1 collocation to “Nearby Locations”.

2 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

3 A. Yes, it does.