

Exhibit No:  
Issue: Dark Network Issues  
Witness: Richard Hatch  
Type of Exhibit: Direct Testimony  
Sponsoring Party: Southwestern Bell  
Telephone Company, d/b/a/  
AT&T Missouri  
Case No: IO-2011-0057

SOUTHWESTERN BELL TELEPHONE COMPANY,  
d/b/a AT&T MISSOURI

CASE NO. IO-2011-0057

DIRECT TESTIMONY

OF

RICHARD HATCH

Rogers, Arkansas  
September 29, 2010

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

Verified Petition of Southwestern Bell Company d/b/a )  
AT&T Missouri for Arbitration of Unresolved Issues for ) Case No. IO-2011-0057  
an Interconnection Agreement with Global Crossing )  
Local Services, Inc. and Global Crossing )  
Telemanagement, Inc. )

AFFIDAVIT OF RICHARD HATCH

STATE OF ARKANSAS )  
 ) SS  
CITY OF ROGERS )

I, Richard Hatch, of lawful age, being duly sworn, depose and state:

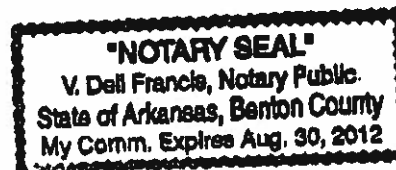
1. My name is Richard. I am presently Area Manager – Regulatory Relations.
2. Attached hereto and made a part hereof for all purposes is my direct testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.

  
Richard Hatch

Subscribed and sworn to before this 27th day of September, 2010

  
Notary Public

My Commission Expires: Aug. 30, 2012



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

2 A. My name is Richard R. Hatch. My business address is 700 W. Walnut, 1<sup>st</sup> Floor Rogers,  
3 Arkansas 72756.

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

5 A. I am employed by AT&T as an Area Manager - Network Regulatory Relations. I work in  
6 the Regulatory Relations Organization for Network on behalf of AT&T incumbent local  
7 exchange companies ("ILECs") and all affiliates within the domestic 50 United States.

8 **Q. WHAT ARE YOUR RESPONSIBILITIES?**

9 A. Currently, my primary responsibility is to represent AT&T local exchange companies in  
10 the development of Outside Plant Network Policies, Procedures, and Plans from both a  
11 technical and regulatory perspective. I am also responsible for representing the Network  
12 Organization in negotiations with competitive local exchange carriers.

13 **Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?**

14 A. I have a Business Administration Degree in Business Management from Tarkio College  
15 at Tarkio, Missouri. I also have over 32 years of experience in telecommunications with  
16 AT&T and its predecessor companies. Since 1977, I have held numerous non-  
17 management and management positions in many different network capacities supporting  
18 Construction and Engineering, Installation and Repair.

19 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE REGULATORY**  
20 **COMMISSIONS?**

21 A. Yes, I have supported AT&T ILECs by providing testimony in arbitrations and  
22 comments in regulatory proceedings, industry workshops, and CLEC collaborative  
23 meetings. I have appeared before commissions in Connecticut Docket No. 08-07-15,  
24 Kansas Docket No. 05-BTKT-365-ARB (K2A), Missouri Case No: TO-2005-0336  
25 (M2A), and Texas Docket No. 26381 and have filed written testimony in Arkansas

Docket No. 05-081-U (A2A), Indiana Cause No. 40571-INT04, and Kentucky Case No. 2009-00246. I have also written testimony for issues that were either resolved or never went to arbitration in Nevada Docket No. 04-12008. I have also appeared before the FCC Enforcement Bureau in File No. EB-09-MD-008.

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

A. The purpose of my testimony is to address questions two and three of the Order Regarding Issues from the Missouri Public Service Commission pertaining to dark fiber and routine network modification, and to further demonstrate, along with AT&T witnesses Deborah Fuentes Niziolek and Andrew Sanders, why the Commission should award Issue Nos. 2 and 3 to AT&T Missouri.

**Q. ASSSUMING THAT AT&T'S PROPOSED LANGUAGE THAT IS THE SUBJECT OF ISSUE NO. 2 IS INCLUDED IN THE PARTIES' ICA, BY WHAT MECHANISM WOULD AT&T MISSOURI ENSURE THAT GLOBAL CROSSING IS LIMITED TO 25% OF AT&T MISSOURI'S UNUSED DARK FIBER?**

A. Just as it already does for CLECs whose ICAs include the language AT&T Missouri is proposing here, AT&T Missouri would use data-base mechanisms to track and inventory spare dedicated transport dark fiber, and would also employ a process to reasonably allocate dedicated transport dark fiber needs where more than one CLEC requests the use of such fiber.

**Q. PLEASE DESCRIBE THESE DATA-BASE MECHANISMS.**

A. AT&T Missouri uses numerous databases to track and inventory spare dark fiber. The primary database is the Enterprise Data Warehouse ("EDW"), which is a central data repository of numerous data application sets. Within EDW is a data set application called the Trunk Inventory Record Keeping System ("TIRKS").

1 **Q. JUST WHAT IS THE TIRKS DATA APPLICATION?**

2 A. TIRKS is an application that is used to inventory fiber cable strands between central  
3 offices, i.e., fiber transport segments, and any circuits that may be working on those fiber  
4 strands. Many data set applications internal to AT&T use this data.

5 **Q. WHAT OTHER DATA APPLICATIONS USE TIRKS IN EDW TO VIEW SPARE**  
6 **DARK FIBER?**

7 A. The Fiber Inventory Tool ("FIT") and the Expanded Geographical Information System  
8 ("EGIS") are two of the many applications that use the TIRKS data from EDW. The  
9 reporting functionality in FIT and EGIS can be used to determine the number of fibers  
10 that are inventoried between two central offices (i.e., the number of fibers inventoried in  
11 any given "transport route"). From this fiber inventory data set, the unused dark fiber on  
12 any particular transport route can be determined.

13 **Q. IF ONE CLEC LEASES 25% OF THE AVAILABLE AMOUNT, AND THEN**  
14 **ANOTHER CLEC REQUESTS A LEASE OF 25%, WOULD THE FIRST CLEC**  
15 **BE UNDER ANY OBLIGATION TO GIVE UP PART OF ITS LEASED FIBER?**

16 A. No, it would not. I will provide an example illustrating the process AT&T Missouri  
17 employs where more than one CLEC requests dark fiber within any given transport route.  
18 Assume AT&T Missouri has 100 spare dark fibers in a route. The first requesting CLEC  
19 could lease a maximum of 25 spare dark fibers (i.e., 25%) of the available fiber. The  
20 next requesting CLEC would be allowed to lease a maximum of 25% of the remaining  
21 unused fiber, in this case, approximately 18 fibers (i.e., .25 times 75, or 18.75, then  
22 rounded down to 18). The total number of the 100 spare dark fibers now in use would  
23 then be 43 and the total number of remaining spare fibers would then be 57. If a third  
24 CLEC were to request a lease of dark fibers in the same transport route, that CLEC would

1 be allocated 14 spare dark fibers (i.e., .25 times 57, or 14.25, then rounded down to 14),  
2 and so on.

3 **Q. DOES THE 25% SPARE DARK FIBER LIMITATION APPEAR IN OTHER**  
4 **AT&T MISSOURI INTERCONNECTION AGREEMENTS?**

5 A. Yes.

6 **Q. CAN YOU GIVE EXAMPLES OF OTHER AT&T MISSOURI**  
7 **INTERCONNECTION AGREEMENTS THAT CONTAIN THIS 25% SPARE**  
8 **DARK FIBER LIMITATION?**

9 A. The Post-M2A successor interconnection agreement, as well as the 22-STATE generic  
10 interconnection agreement, both have this limitation. By way of specific examples, the  
11 successor M2A Interconnection Agreements of Big River Telephone Company, NuVox,  
12 XO Communications, Socket Telecom and the 22STATE generic interconnection  
13 agreement of dPi Teleconnect all have the limitation in the UNE attachment to their  
14 agreements, within the section applicable to dedicated transport dark fiber. All of these  
15 agreements have been approved by the Commission.<sup>1</sup>

16 **Q. DO THESE SAME AGREEMENTS ALSO CONTAIN THE TWELVE-MONTH**  
17 **REVOCATION LANGUAGE THAT AT&T MISSOURI PROPOSES IN ISSUE**  
18 **NO. 2 IN THIS ARBITRATION PROCEEDING?**

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<sup>1</sup> See, Interconnection Agreements of Big River Telephone Company, NuVox, XO Communications and Socket Telecom, Attachment 6, UNE at Section 5.4.1 ("CLEC will not obtain any more than 25% of the spare dark fiber contained in the requested segment, during any two-year period.") and Section 5.4.5.1 ("The maximum number of fiber strands that CLEC can order is no greater than 25% of the spare facilities in the segment requested."). The Commission-approved dPi Teleconnect Interconnection Agreement also states, at Section 10.4.3 of Attachment 13 (251(c)(3) UNEs, that: "CLEC will not obtain any more than twenty-five (25%) percent of the spare UNE Dedicated Transport Dark Fiber contained in the requested segment during any two-year period."

1 A. Yes.<sup>2</sup>

2  
3 **Q. TURNING TO ISSUE NO. 3, CONCERNING ROUTINE NETWORK**  
4 **MODIFICATIONS, IS THE PLACEMENT OF THE EQUIPMENT**  
5 **REFERENCED IN THAT ISSUE NECESSARY TO PROVIDE ADEQUATE**  
6 **SERVICE?**

7 A. Before I answer that question, I will note that as I understand it, Global Crossing does not  
8 question the necessity of this equipment. Based on my review of the Decision Point List  
9 and my familiarity with the arbitration of this issue in Kansas, it is my understanding that  
10 the only question Global Crossing raises in connection with Issue No. 3 is whether  
11 AT&T Missouri already recovers, in its recurring and non-recurring unbundled network  
12 element charges, the costs of the routine network modifications identified in its proposed  
13 language.

14 That said, the answer to the question is yes. A repeater is an electronic piece of hardware  
15 used to boost and amplify a circuit whenever necessary in order to meet industry voice  
16 grade quality standards. Engineering guidelines recommend that repeaters be installed at  
17 numerous locations along a circuit's path (generally every 5k ft). Repeaters and the other  
18 associated equipment referenced in Issue No. No. 3 (e.g., doublers and line cards) are  
19 essential for providing POTS and High Capacity services such as T1's, DS1's and DS3's.

20 **Q. ARE THE ITEMS OF EQUIPMENT DESCRIBED IN ISSUE NO. 3 REFLECTED**  
21 **IN OTHER AT&T MISSOURI INTERCONNECTION AGREEMENTS?**

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<sup>2</sup> See, Interconnection Agreements of Big River Telephone Company, NuVox, XO Communications and Socket Telecom, Attachment 6, UNE at Section 5.4.6.1 ("Should CLEC not utilize the fiber strand(s) subscribed to within the 12-month period following the date SBC MISSOURI provided the fiber(s), SBC MISSOURI may revoke CLEC's access to dark fiber and recover those fiber facilities and return them to SBC MISSOURI inventory. "). The Commission-approved dPi Teleconnect Interconnection Agreement also states, at Section 10.7.2 of Attachment 13 (251(c)(3) UNEs that, "Should CLEC not utilize the fiber strand(s) subscribed to within the twelve (12) month period following the date AT&T-21STATE provided the fiber(s), AT&T-21STATE may revoke CLEC's access to the UNE Dedicated Transport Dark Fiber and recover those fiber facilities and return them to AT&T-21STATE's inventory."

1     A.     Yes.<sup>3</sup>

2     **Q.     ARE THE ITEMS OR EQUIPMENT REFERENCED IN ISSUE NO. 3**  
3     **REQUIRED FOR ADVANCED SERVICES?**

4     A.     No, they are not. In fact, repeaters and associated equipment (e.g., doublers and line  
5             cards) are generally removed from the loop or pairs to provide Digital Subscriber Line  
6             ("DSL") service or services that could provide forward looking technologies like video  
7             service (U-Verse), High Speed Internet Access ("HSIA") and Voice Over Internet  
8             Protocol ("VoIP") service.

9     **Q.     DOES THIS CONCLUDE YOUR TESTIMONY?**

10    A.     Yes.

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<sup>3</sup> See, Interconnection Agreements of Big River Telephone Company, NuVox, XO Communications and Socket Telecom, Attachment 6, UNE at Section 10.7.2 ("Routine network modifications include rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings."). The Commission-approved dPi Teleconnect Interconnection Agreement also states, at Section 11.1.7 of Attachment 13 (251(c)(3) UNEs that "AT&T-22STATE shall provide RNM at the rates, terms and conditions set forth in this Attachment and in the Pricing Schedule or at rates to be determined on an individual case basis (ICB) or through the Special Construction (SC) process. AT&T-22STATE will impose charges for RNM in instances where such charges are not included in any costs already recovered through existing, applicable recurring and non-recurring charges. The Parties agree that the RNM for which AT&T-22STATE is not recovering costs in existing recurring and non-recurring charges, and for which costs will be imposed on CLEC as an ICB/SC include, but are not limited to: (i) adding an equipment case, (ii) adding a doubler or repeater including associated line card(s), (iii) installing a repeater shelf, and any other necessary work and parts associated with a repeater shelf, and (iv) where applicable, deploying multiplexing equipment, to the extent such equipment is not present on the UNE Loop or Transport facility when ordered."