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Issues:
Witness: William E. Weydeck
Type of Exhibit: Direct Testimony
Sponsoring Party: Southwestern Bell Telephone, L.P., d/b/a/ SBC Missouri
Case No: TO-2005-0336

SOUTHWESTERN BELL TELEPHONE, L.P.,
d/b/a SBC MISSOURI

CASE NO. TO-2005-0336

DIRECT TESTIMONY

OF

WILLIAM E. WEYDECK

Dallas, Texas
May 9, 2005

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of Southwestern Bell Telephone, L.P., d/b/a SBC Missouri's Petition for Compulsory Arbitration of Unresolved Issues for a Successor Agreement to the Missouri 271 Agreement ("M2A")	)	Case No. TO-2005-0336

AFFIDAVIT OF WILLIAM WEYDECK

STATE OF TEXAS)

COUNTY OF DALLAS)

I, William Weydeck, of lawful age, being duly sworn, depose and state:

My name is William Weydeck. am presently Area Manager-Loops for SBC Operations, Inc.

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.

William Weydeck

Subscribed and sworn to before me this 3rd day of May, 2005

Notary Public

My Commission Expires: 5-31-09

ILYA L. GOLDEN
Notary Public, State of Texas
My Commission Expires 05-31-09

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I. INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is William E. Weydeck. My business address is 3 SBC Plaza, Room 730.A3, Dallas, Texas 75202.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by SBC Operations, Inc., a subsidiary of SBC Communications Inc. ("SBC"), and am currently an Area Manager Network Regulatory for the SBC local exchange companies. My primary responsibility is to represent SBC local exchange companies, including SBC Missouri, in the development of Network policies, procedures, and plans from both a technical and regulatory perspective. I am also responsible for representing the Network Organization's interest in negotiations with CLECs.

Q. PLEASE SUMMARIZE YOUR PROFESSIONAL EXPERIENCE.

A. I was employed by Southwestern Bell Telephone Company ("SWBT") from March 1970 to April 2000. From 1970 to 1981, I was an Outside Plant Technician. In 1981, I was promoted to an Outside Plant Design Engineer responsible for the design of the outside plant network in a specific wire center. From 1985 to 1989, I was a Scheduling Engineer responsible for the scheduling of outside plant engineering jobs to construction. In 1989, I changed positions to a management position that was responsible for installation, repair, and cable repair until 1999. From 1999 to 2000, I was a manager responsible for staff functions, including budget, manager relations, manager training, and report generation in the installation and repair district office. In 2000, I moved to my current position of Area Manager Network Regulatory. Throughout my career, I have attended various technical schools offering courses on telephone plant design, construction, technology, and maintenance and repair of outside plant.

Q. HAVE YOU PREVIOUSLY PARTICIPATED IN A REGULATORY PROCEEDING?

A. Yes, I have previously presented written testimony in Wisconsin and provided written and oral testimony before the Indiana Utility Regulatory Commission, the Oklahoma Corporation Commission, the Kansas Corporation Commission, and the Texas Public Utilities Commission.

II. PURPOSE OF TESTIMONY/EXECUTIVE SUMMARY

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. The purpose of my testimony is to discuss, from a network design and regulatory perspective, certain network access, loop, subloop, and demarcation issues critical to SBC Missouri.

Of critical importance in this arbitration is the CLECs' wrongful attempt to gain unbundled access to the feeder portion of the loop, which the FCC's Triennial Review Order ("TRO") clearly removed from ILECs' unbundling requirements. Additionally, I will address a number of different issues on the loop, Network Interface Device ("NID"), demarcation point, subloop, and subloop access. In order to discuss these issues, I will first define the relevant network elements. Then, I will discuss the various issues associated with each.

For the sake of organization, I have used the CLEC issue numbers and SBC Missouri issue statements. I will also thematically divide my testimony by particular CLECs and their issues relating to loop and subloops.

Q. WILL YOU PLEASE PROVIDE A SUMMARY OF YOUR TESTIMONY.

A. My testimony addresses issues related to the definition and location of the demarcation points, the Network Interface Device, and subloop unbundling as requested by various CLECs in this proceeding.

The definition of the demarcation point is found in SBC Missouri's tariff and is consistent with the applicable FCC rule. The applicable FCC rule defines the demarcation point as that point that marks the end of wiring under control of the LEC and the beginning of wiring under control of the property owners. In the SBC Missouri network, the location and placement of the demarcation points vary depending upon the circumstances. In a single unit property, SBC Missouri provides for a single demarcation point for each property. In a Multi-Tenant Environment, the property owner determines whether there will be one demarcation point for the entire property or multiple demarcation points. Except in rare instances, the demarcation points in a Missouri Multi-Tenant Environment are located in each individual premises/unit.

The definition of the NID is found in SBC Missouri's tariff and the definition is consistent with the applicable FCC rule.

CLEC Coalition UNE Issue 50. The CLECs are attempting to gain direct access to SBC Missouri's regulated network and the feeder portion of the loop, not access at the demarcation point. SBC Missouri is required by the FCC to provide subloop access at these points, but not in the manner CLECs are seeking.

CLEC Coalition UNE Issue 51. SBC Missouri disputes only the portion of the CLEC's proposed language that references "allowed use." Allowed use does not apply in Missouri. This language is only applicable to Texas and has no place as an issue in Missouri.

CLEC Coalition UNE Issue 52. SBC Missouri is not obligated to provide OCn level services per the FCC in the TRO in paragraph 315.

CLEC Coalition UNE Issue 53. SBC Missouri does not currently have a report for a FDI/SAI area. To accommodate the CLEC's demands, it would have to develop and program a separate and unique report that meets the particular requirements of the CLEC Coalition's request. However, SBC Missouri does provide a report available on the CLEC Webpage, entitled DTI Tool, which may serve the CLEC Coalition's needs and provide the requested information.

CLEC Coalition UNE Issue 56. The CLECs are requesting that within 5 days of the receipt of a request for a subloop arrangement, SBC will stub out a cable at the meet point. This demanded time frame is unreasonable. SBC Missouri could not possibly receive the request, meet with the CLEC for a site visit, provide an estimate, engineer the project, and have the construction to the point that the CLEC or SBC Missouri could stub up a cable within a 5-day interval.

MCIm UNE Issue 30. Where Integrated Digital Loop Carrier ("IDLC") is deployed, SBC Missouri is obligated to provide a technically feasible transmission path for UNE loops, but the CLEC may not specify the specific technology to be employed. IDLC is a type of Digital Loop Carrier ("DLC") technology that directly terminates the signal into the SBC Missouri switch, without a Main Distribution Frame ("MDF") appearance.

In those few existing locations where IDLC was the sole technology deployed, SBC Missouri will place copper facilities or Universal (non-integrated) DLC, according to engineering guidelines. These guidelines have been modified to provide for methods of unbundled access in this situation. CLECs have no right to specify the method by which they may obtain access to the IDLC-delivered loops. The FCC clearly left the

choice of how a loop is unbundled in an IDLC-only architecture entirely to the ILEC's discretion, and the CLEC is not entitled to dictate the terms and conditions of this unbundling as MCIm is attempting to do.

MCIm Issue 32. MCIm is demanding UNE loop access to cell sites where no end user customer is present. This clearly is in conflict with the FCC's definition of a loop which is set forth in 47 C.F.R 51.319(a).

Finally, Navigator UNE Issue 9 is the same as the CLEC Coalition UNE Issue 51 on "allowed use."

III. DEFINITIONS

Q. PLEASE EXPLAIN THE PURPOSE OF THIS SECTION OF YOUR TESTIMONY.

A. Because my testimony is of a technical nature and addresses a number of issues from a network design standpoint, it is important to define some key terminology up front to provide context for the testimony that follows. Therefore, I will define some of the recurring terminology to provide that context and make sure there is a common understanding of the terms used throughout my testimony.

Q. HAS THE FCC DEFINED THE LOCAL LOOP?

A. Yes. 47 C.F.R. §51.319 (a) provides:

> The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises.

Q. DOES SBC MISSOURI OFFER ACCESS TO LOCAL LOOPS ON AN UNBUNDLED BASIS AS REQUIRED BY THE FCC?

A. Yes, it does, in all circumstances.

Q. WHAT IS THE NETWORK INTERFACE DEVICE ("NID")?

A. NID is defined in SBC Missouri's General Exchange Tariff, Section 8, 1st Revised Sheet 12, as:

> Network Interface: The point where the Telephone Company's installation and maintenance responsibility, on a tariffed basis, ends and the customer's installation and maintenance responsibility begins. It is a Telephone Company-provided jack or its equivalent. (See Demarcation Point)

Q. IS THE DEFINITION OF THE NID IN SBC MISSOURI'S GENERAL EXCHANGE TARIFF CONSISTENT WITH THE APPLICABLE FCC RULE?

A. Yes. The FCC defines the NID as "any means of interconnection of customer premises wiring to the incumbent LEC's distribution plant, such as a cross-connect device used for that purpose." See 47 C.F.R. §51.319(b).

Q. DOES SBC MISSOURI PROVIDE DIRECT ACCESS TO THE NID?

A. Yes. SBC Missouri provides direct access to the customer side of the NID.

Q. WHAT IS THE DEMARCATION POINT?

A. Demarcation Point is defined in SBC Missouri's General Exchange Tariff, Section 8, 3rd Revised Sheet 6, as:

> Demarcation Point: That point (referred to as Demarc Point or Network Interface) of interconnection between the Telephone Company's facilities and the wiring at the subscriber's premises. The Demarc Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission's Rules and Regulations. The Demarc Point will generally be within twelve inches of the protector or, absent a protector, within twelve inches of the entry point to the customer's premises. If conforming to the twelve inches is unrealistic or technically impossible, the Demarc Point will be the most practicable minimum point of entry to the customer's premises.
>
> The network interface may be located at a point other than the normal demarcation point where the network interface is already established by the presence of network equipment with the effective date of this tariff. For multiunit (e.g., apartments, college campuses, shopping centers) the structure owner shall make the final decision on whether the structure shall be treated as a multipremises structure with one demarcation point per premise or, as a single premise with one demarcation point for the entire structure. The structure owner shall have the option of having the demarcation point placed at a location other than that determine by the Telephone Company provided the structure owner pays any additional construction costs and such location is consistent with the minimum point of entry standard.
>
> Upon request of the subscriber or their agent, the Telephone Company shall provide additional regulated network entrance facilities and/or demarcation arrangements in single tenant multiunit or multibuilding situations in accordance with Section 5, Paragraph 5.4, (Special Construction), of this Tariff. Each additional regulated network entrance facility will terminate in a demarcation

> arrangement located at a minimum point of entry within a specified designated telecommunications equipment space.
>
> With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Telephone Company may place the Demarc Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks and similar premises may be treated by the Telephone Company as a single unit premises, with the Demarc Point being placed on the shore.

The demarcation point is about control. It is the point in the telephone network where SBC Missouri's control of the wiring ends and the customer portion of the network begins. It can be analogized to the city water facilities. The water meter is the demarcation point where the city water utility responsibility ends and the property owner's plumbing begins. The city maintains and controls all the pipes up to the meter, but past the meter the customer has responsibility for maintenance and repair.

Q. IS THE DEFINITION OF THE DEMARCATION POINT IN SBC MISSOURI'S GENERAL EXCHANGE TARIFF CONSISTENT WITH THE APPLICABLE FCC RULE?

A. Yes. The FCC defines the "demarcation point" as that point that marks the end of wiring under control of the LEC and the beginning of wiring under control of the property owner or subscriber. See 47 C.F.R. § 68.3.

Q. IS THE MINIMUM POINT OF ENTRY ("MPOE") THE SAME AS THE NID/DEMARCATION POINT?

A. No, the MPOE is not the same as the NID or the demarcation point, although the terms are occasionally confused. In 47 C.F.R. § 68.105(b), the FCC defines: "minimum point of entry" ("MPOE") as ". . .either the closest practicable point to where the wiring crosses a property line or the closest practicable point to where the wiring enters a multiunit building or buildings." In locations where there is a single demarcation point, or NID, on the premises, the MPOE, demarcation point, and NID are all located at the same place. However, where there are multiple demarcation points on the property, the

demarcation points and NIDs are still located at the same point, but they are not located at the MPOE.

Q. DOES SBC MISSOURI PROVIDE DIRECT ACCESS TO THE DEMARCATION POINT TO ALL CLECS IN MISSOURI?

A. Yes, SBC Missouri is obligated to and does provide CLECs with direct access to the customer side of the demarcation point. In Missouri, this is at the NID.

Q. SO, IN THE SBC MISSOURI NETWORK ARE THE DEMARCATION POINT AND THE NID ALWAYS AT THE SAME LOCATION?

A. Yes.

Q. PLEASE BRIEFLY DESCRIBE SUBLOOPS AND SUBLOOP ACCESS REQUIREMENTS. WHAT IS A SUBLOOP?

A. At its most basic level, a subloop is a segment of a loop. Where the loop runs from the end user's customer premises all the way to the Main Distribution Frame ("MDF") in a Central Office ("CO"), a subloop is an intermediate segment along that end-to-end transmission facility. From an unbundling perspective, the subloop UNE was redefined in the TRO. The definition was split into two types: copper distribution subloops and subloops for access to multiunit premises wiring. The former is defined at 47 C.F.R. § 51.319(b)(1) as:

> A copper subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or copper cable that acts as a transmission facility between any point of technically feasible access in an incumbent LEC's outside plant, including inside wire owned or controlled by the incumbent LEC, and the end-user customer premises. A copper subloop includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop.

In 47 C.F.R. § 51.319(b)(1)(i) the FCC defines a point of technically feasible access as follows:

> any point in the incumbent LEC's outside plant where a technician can access the copper wire within a cable without removing a splice case. Such points include,

> but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface. An incumbent LEC shall, upon a site-specific request, provide access to a copper subloop at a splice near a remote terminal. The incumbent LEC shall be compensated for providing this access in accordance with §§ 51.501 through 51.515.

Similarly, 47 C.F.R. § 51.319(b)(2) defines a point of technically feasible access as follows:

> any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises.

The second type of subloop is subloop access in multiunit premise. The FCC defined this in footnote 1035 of the TRO as follows:

> We include within the definition of the subloops for which we require unbundled access, not only the Inside Wire Subloop, but also any other loop-accessible terminal at, or near, a multiunit customer premises where, as a result of the incumbent LEC's network architecture, a requesting carrier may need subloop access to utilize the Inside Wire Subloop or NID to reach the end user.

Q. DID THE TRO CHANGE THE SUBLOOP UNBUNDLING OBLIGATIONS FOR THE ILEC?

A. Yes, it did. The TRO substantively changed the unbundling rules as they apply to subloops. As the FCC explained:

> Unlike our previous subloop unbundling rules, however, the rules we adopt herein do <u>not</u> require incumbent LECs to provide unbundled access to their <u>feeder loop plant</u> as stand-alone UNEs, thereby limiting incumbent LEC subloop unbundling obligations to their distribution loop plant.[1]

As a result of the changes to the rules made by the TRO, SBC Missouri is no longer required to provide unbundled access to "feeder" subloops, which include subloop segments between the MDF, or equivalent, in the CO and the Feeder Distribution Interface ("FDI"), Remote Terminal ("RT"), Engineered Controlled Splice ("ECS"), or the Terminal. Simply put, under the TRO, unbundled subloops only exist in the copper

[1] *See* TRO at ¶ 254 (emphasis added).

distribution portion of the loop; the feeder portion is not separately unbundled as a subloop.

Q. FOLLOWING THE FCC'S ADOPTION OF THE TRO, WHAT COPPER SUBLOOP SEGMENTS DOES SBC MISSOURI MAKE AVAILABLE TO CLECS?

A. Following the TRO, SBC Missouri provides unbundled access to Copper Twisted Pair Subloops in the following segments:

- FDI-to-Terminal
- FDI-to-NID
- Terminal-to-NID
- Single Point of Interconnection ("SPOI") to Terminal
- SPOI to NID

Q. DOES SBC MISSOURI PROVIDE ACCESS TO SUBLOOPS AT ALL TECHNICALLY FEASIBLE ACCESS POINTS THAT CURRENTLY EXIST IN THE SBC MISSOURI COPPER NETWORK?

A. Yes. SBC Missouri provides CLECs access to all of the technically feasible access points as they currently exist in the SBC Missouri network.

IV. SUBLOOP BACKGROUND

Q. BEFORE YOU BEGIN, PLEASE PROVIDE SOME BACKGROUND ON THE SUBLOOP ISSUES.

A. SBC Missouri has offered subloops for more than four years in Missouri, going back to the FCC's UNE Remand Order. The TRO made certain changes in the subloops that an ILEC must offer, but it did not alter the means of access to subloops. SBC Missouri has and continues to offer the Engineering Controlled Splice ("ECS") and the Subloop Access Arrangement ("SAA") to provide access to subloops. To date, there has been no demand for these products. To the best of my knowledge, no CLEC in Missouri has ordered an ECS, SAA, or a subloop, yet the dispute continues over the means of access.

V. CLEC COALITION UNE ISSUES

Q. WHAT SBC MISSOURI UNE ISSUE NUMBERS WILL YOU DISCUSS IN THE CLEC COALITION PORTION OF YOUR TESTIMONY?

A. The CLEC Coalition UNE issues are: 50-53, and 56.

CLEC Coalition UNE Issue 50: Access to Copper Subloops
Issue Statement: *What loop and subloop types should the ICA contain in light of the TRO and TRRO?*

Q. DOES THE LANGUAGE PROPOSED BY THE CLECS ACTUALLY AMOUNT TO AN ATTEMPT TO GAIN ACCESS TO THE FEEDER PORTION OF THE SUBLOOP?

A. Yes. The language proposed by the CLEC Coalition indicates that it is requesting unbundled access to the feeder portion of the loop by demanding segments between the SBC Missouri CO and the RT for DS3 and DS1 "subloops." In proposing this language, however, the CLEC Coalition ignores the fact that the FCC in the TRO plainly removed any unbundling obligation of access at the SBC Missouri CO to the feeder portion of the fiber or copper loop in the TRO. SBC Missouri witness Roman Smith further discusses this in his testimony.

CLEC Coalition UNE Issue 51:
Issue Statement: *Should SBC Missouri's obligation to provide access to inside wire (as that term is defined in the TRO) as a subloop in multiunit premises be spelled out to define the "Inside Wire Subloop" and the extent of SBC Missouri's control?*

Q. WHAT DISPUTE DOES SBC MISSOURI HAVE WITH THE CLEC COALITION'S PROPOSED LANGUAGE?

A. This issue has two parts. Part A involves access to the inside wire subloop in a multiunit property. The CLEC Coalition has proposed language suggesting that the inside wire subloop in multiunit properties belongs to the property owner. A subloop is a UNE, and as such refers only to ILEC facilities. All of the inside wire subloops referred to in this issue are under the control of SBC Missouri, not the property owner. As such, the CLEC Coalition's proposed language is misleading and inaccurate. To the extent that inside

wire is under the control of the property owner, it would be inappropriate to address access in an agreement between SBC Missouri and a CLEC.

Q. HOW DOES THE FCC DEFINE INSIDE WIRE SUBLOOP?

A. The inside wire subloop is a portion of the subloops for access to multiunit premises wiring and is defined in 47 C.F.R. § 51.319(a)(2): "as all loop plant owned or controlled by the incumbent LEC at a multiunit customer premises between the minimum point of entry as defined in § 68.105 of this chapter and the point of demarcation of the incumbent LEC's network as defined in § 68.3 of this chapter."

Therefore, the wire at issue belongs to SBC Missouri up to the demarcation point in its network. This demarcation point, as discussed earlier, is at the NID/ first jack or within twelve (12) inches of where the wire enters the customer premises. If SBC Missouri does not own this wire, then it is not an inside wire subloop. This wire is, therefore, deregulated, and should not be addressed in this arbitration.

Q. WHAT IS THE SECOND PART OF THIS ISSUE?

A. The second part of this issue goes to the discussion of the term "allowed use," which the CLEC Coalition is attempting to insert into multiple provisions of the agreement.

Q. DOES SBC MISSOURI AGREE THAT CLECS ARE ENTITLED TO ACCESS INSIDE WIRE SUBLOOPS AND ASSOCIATED NIDS?

A. Yes.

Q. THEN WHAT PORTION OF THE PROPOSED CONTRACT LANGUAGE IS SBC MISSOURI OPPOSING?

A. SBC Missouri only disputes the portion of the CLECs' proposed language in section 2.6 that references "Allowed Use." "Allowed use" is a concept from Texas that does not apply in Missouri. It refers to wiring beyond a newly created single demarcation point on multi-tenant properties. "Allowed Use" is described in detail in Section 15 of SBC

Texas' General Exchange Tariff. That provision is not contained in SBC Missouri's General Exchange Tariff.

Allowed use only comes into play when a multiunit property owner decides to change from multi-demarcation points to a single demarcation point, and does not purchase the SBC Texas cabling beyond the newly created single demarcation point. In these situations, although SBC Texas continues to "own" the wiring, the control of the transmission facilities extending from the MPOE to each apartment unit shifts from SBC Texas to the property owner. In essence, the property owner controls the wiring on its property, and it doesn't pay SBC Texas for that wiring.

After the multiunit property has been reconfigured, and "allowed" use is asserted, the property owner or any telecommunications carrier may utilize the wiring. Although the wiring is still technically owned by SBC Texas, SBC Texas does not maintain or control it, and the wiring is not a part of the PSTN. Those facilities on the property owner's side of the newly-created single demarcation point, although legally owned by SBC Texas, are not regulated facilities and are not part of the "loop," which terminates at the demarcation point.

Therefore, since allowed use is not available in Missouri and this wiring is on the deregulated side of the network (and is beyond the end of the "loop"), it is beyond the Commission's compulsory arbitration jurisdiction. For the above reasons, the CLECs' proposed language should not be included in this contract. SBC Missouri witness Roman Smith further discusses this in his testimony.

CLEC Coalition UNE Issue 52:
Issue Statement: *Should SBC Missouri make available high-capacity DS1, DS3, and OCn fiber optic subloops?*

Q. SHOULD SBC MISSOURI MAKE AVAILABLE HIGH-CAPACITY DS1, DS3, AND OCN FIBER OPTIC SUBLOOPS?

A. SBC Missouri agrees that it has an obligation to provide certain DS1 and DS3 subloops in multiunit properties where facilities exist, but the FCC specifically concluded in the TRO that ILECs are not obligated to unbundle OCn level loops and subloops.

Q. IS SBC MISSOURI REQUIRED TO MAKE OCN FACILITIES AVAILABLE TO ACCESS SUBLOOPS AT MULTI-TENANT ESTABLISHMENTS ("MTES")?

A. No. The FCC stated in paragraph 315 of the TRO:

> We find that requesting carriers are not impaired on a nationwide basis without access to unbundled "lit" OCn loops because the barriers relating to the deployment of OCn "lit" loops can be overcome through self-deployment at the OC3 and above level, the use of unbundled dark fiber, or the use of "lit" DS3s.

Therefore, the FCC's finding of non-impairment universally lifted the obligation to unbundle OCn level loops. Since a subloop is a portion of a loop available at accessible terminals, CLECs are not impaired without access to OCn level subloops, and SBC Missouri has no obligation to offer them on an unbundled basis. SBC Missouri witness Roman Smith further discusses this in his testimony.

CLEC Coalition UNE Issue 53:
Issue Statement: *Must SBC Missouri provide all necessary Serving Area information for a specified SAI/FDI or terminal?*

Q. MUST SBC MISSOURI PROVIDE ALL NECESSARY SERVING AREA INFORMATION FOR A SPECIFIED SAI/FDI OR TERMINAL?

A. SBC Missouri does not currently keep records in the manner that the CLECs have requested regarding a specified SAI/FDI area. To accommodate the CLECs' demands, SBC Missouri would have to develop and program a new report, something that would be an unfair requirement to impose on SBC Missouri. However, SBC Missouri does make a report available on the CLEC Webpage, entitled DTI Tool, which may serve the CLEC Coalition's needs and provide the requested information. This report defines, by geographic area, the area served by the SAI/FDI. The user merely inputs an address, and

the Tool will bring up that address on a map and display the Distribution Area (DA) associated with that address. Then the DA can be input and the area served by the DA will be displayed. The DA is, in almost all instances, the same as the area served by the SAI/FDI. The Commission should not force SBC Missouri to create a new report for the CLEC Coalition, especially in light of the information currently available. SBC Missouri witness Roman Smith further discusses this in his testimony.

CLEC Coalition UNE Issue 56:
Issue Statement: *Should the Appendix include language that addresses a CLEC's ability to "stub" up a cable to establish an ECS?*

Q. DOES THIS ISSUE DEAL WITH PROVISIONING INTERVALS OF THE ENGINEERING CONTROLLED SPLICE (ECS) AS THE PRIOR ISSUES HAVE?

A. Yes. In its proposed language, the CLEC Coalition is requesting that within five days of the receipt of a request for a subloop arrangement, SBC will "stub out" a cable (i.e., place cable) at the meet point. This demanded time frame is unreasonable. The Texas Public Utility Commission has previously approved a thirty (30)-day interval for SBC Texas to provide an estimate for providing a subloop arrangement to the CLEC, then there is generally a waiting period for the CLEC to respond to the estimate. SBC Missouri proposes a comparable 30-day period in Missouri. During the thirty-day estimate interval, SBC Missouri will design the project at a high level, possibly have a site meeting with the CLEC if necessary, and provide the written estimate. After the CLEC notifies SBC Missouri of its acceptance of the estimate and deposits 50% of the estimated costs, SBC Missouri will begin detailed engineering and construction of the project. As is obvious, SBC Missouri could not possibly receive the request, meet the CLEC for a site visit, provide an estimate, engineer the project, and have construction complete

enough for the CLEC or SBC Missouri to stub up a cable within a five-day interval. This work frequently also requires permits or easement acquisition, among other things, which can be time consuming. Therefore, the Commission should reject the CLECs' proposed language, including the unreasonable time frame set forth therein.

VI. MCIm UNE ISSUES 30 and 32

Q. WHAT MCIm UNE ISSUE NUMBERS WILL YOU DISCUSS IN THIS PORTION OF YOUR TESTIMONY?

A. The MCIm UNE loop issue numbers I will discuss are: 30-32.

MCIm UNE Issue 30:
Issue Statement: *What terms apply for access to loops served over Integrated Digital Loop Carrier ("IDLC")?*

Q. WHAT IS INTEGRATED DIGITAL LOOP CARRIER?

A. Integrated Digital Loop Carrier ("IDLC") is a type of DLC technology that directly terminates the signal into the SBC Missouri switch, without a MDF appearance.

Q. PLEASE DESCRIBE THE REASONING FOR DEPLOYING IDLC IN MISSOURI.

A. SBC Missouri began utilizing IDLC in the 1980s because it is an economically superior alternative for providing POTS and ISDN service where SBC Missouri had previously deployed "Universal" DLC (non-integrated DLC). It is economically superior to Universal DLC because the integrated technology does not require central office terminal equipment to de-multiplex the high capacity signals to DS0 or voice grade levels. This not only minimizes the expense associated with purchasing and deploying that equipment, but also saves space in the central office. In addition, because the integrated technology allows the feeder to be terminated directly into the switch, it also saves terminations on the MDF.

Q. HAS SBC MISSOURI DEPLOYED IDLC TECHNOLOGY TO DISADVANTAGE CLECS?

A. No. SBC Missouri placed IDLC in its network because it was an economically superior technology and provided substantial efficiency advantages, not to disadvantage CLEC access to the network. This network design strategy was initiated more than ten years ago and prior to passage of the Federal Telecommunications Act.

Q. HAS SBC MISSOURI CHANGED ITS DEPLOYMENT STRATEGY FOR IDLC SINCE THE ADVENT OF LOCAL COMPETITION?

A. With the advent of local competition, the SBC Missouri engineering guidelines have been modified to ensure that Universal DLC or copper cabling is available on a going-forward basis in locations where IDLC is also being utilized to provide service. In addition, in existing locations where IDLC is the sole technology deployed, the engineering guidelines require placement of Universal DLC or copper cabling when a facility augment is necessary to reinforce the availability of facilities at that location. These guideline modifications provide assurances that the CLECs can obtain unbundled access.

Q. ARE THERE STILL AREAS WHERE ONLY IDLC TECHNOLOGY EXISTS IN MISSOURI?

A. Yes, although rare, there are limited situations where IDLC is the sole technology available to serve a given area. In Missouri, areas served by IDLC-only technology represents less than **_____** of all access lines in Missouri. Thus, only a very small percentage of lines in Missouri are served by IDLC only.

Q. IF SBC MISSOURI COMPLIES WITH ITS UNBUNDLING REQUIREMENTS, WHAT IS THE DISAGREEMENT ON THIS ISSUE?

A. While SBC Missouri fully complies with the FCC requirement to provide unbundled loops where IDLC technology has been deployed, the disagreement in this issue centers on the methods of providing the unbundling. Usurping SBC Missouri's ability to manage and deploy its network to serve all of its customers, retail and wholesale alike, MCIm

proposes language that affords it unilateral discretion to choose the method of unbundling. SBC Missouri disagrees with the inclusion of this language by MCIM at § 9.10.1.

In December 2003, the FCC released its award in DA 03-3947, Verizon Virginia vs. Cavalier. Issue 69 in the Verizon arbitration was a mirror of this issue with MCIm; even the methods of unbundling were the same. The FCC award in paragraph 131 stated:

> We decline to adopt Cavalier's proposed language. While Verizon is obligated to offer unbundled loops served by Integrated DLC systems where no spare copper loops or Universal DLC loops are available, the Triennial Review Order does not require Verizon to use the particular methods proposed by Cavalier.

The FCC later in paragraph 133 of its award stated again:

> We also find that the specific language proposed by Cavalier is at odds with the Triennial Review Order. Because incumbent LECs only are required to provide "a technically feasible method of unbundled access" to a transmission path over the Integrated DLC loop, we reject Cavalier's language that would require Verizon to conduct trials of the specific hairpin/nail-up and multiple switch hosting unbundling processes. We also reject Cavalier's claim that Verizon should be required to unbundle Integrated DLC loops whenever desired by Cavalier. The Triennial Review Order gives incumbent LECs the choice whether to unbundle Integrated DLC loops when spare facilities are available, and the choice of technically feasible methods of Integrated DLC loop unbundling.

The FCC in the TRO, at ¶297, states: "we require incumbent LECs to provide requesting carriers access to a transmission path over hybrid loops served by Integrated DLC HC systems. We recognize that in most cases this will be either through a spare copper facility or through the availability of Universal DLC systems. Nonetheless, even if neither of these options is available, incumbent LECs must present requesting carriers a technically feasible method of unbundled access." Clearly, the FCC leaves the choice of how a loop is unbundled in an IDLC-only architecture entirely to the ILEC's discretion, and the CLEC is not entitled to dictate the terms and conditions of this unbundling. Thus,

the Commission should reject MCIm's proposed language, which is inconsistent with the law by vesting itself with unilateral discretion as to the methods of unbundling.

MCIm UNE Issue 32:
Issue Statement: *Should SBC Missouri be required to provision UNE loops to cell sites or other locations that do not constitute an end user customer premise?*

Q. WHAT IS THE DISPUTE WITH THIS ISSUE?

A. MCIm disagrees with the exclusion of non-"end-user customer premises" facilities from the loop unbundling obligations, such as cell sites in SBC Missouri's language at §§ 9.12 and 9.13. Importantly, though, SBC Missouri's definition is verbatim from the FCC rules in 47 C.F.R. § 51.319 (a). Moreover, SBC Missouri's definition is consistent with the D.C. Circuit Court's recent discussion of the meaning of "end user" premises. See Communications Vending Corp. of Arizona, et al. v. FCC, 365 F.3d 1064. SBC Missouri witness Roman Smith further discusses this in his testimony.

VII. NAVIGATOR UNE ISSUE

Navigator UNE Issue 9
Issue Statement: *Which Party's language accurately describes the party control of the inside wire on the End User's side of the NID?*

Q. WHAT IS THE DISPUTE IN THIS ONE ISSUE WITH NAVIGATOR?

A. This issue involves the same language presented by the CLEC Coalition in their UNE Issue 51. Rather than elaborate again on this issue, I will simply direct the Commission to review my testimony beginning on page 11.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, but I reserve the right to supplement this testimony as necessary.