

Exhibit No:

Issues:

Witness: William E. Weydeck

Type of Exhibit: Rebuttal 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

REBUTTAL TESTIMONY

OF

WILLIAM E. WEYDECK

Dallas, Texas
May 19, 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) Case No. TO-2005-0336
Arbitration of Unresolved Issues for a Successor)
Agreement to the Missouri 271 Agreement ("M2A"))

AFFIDAVIT OF WILLIAM E. WEYDECK

STATE OF TEXAS)

COUNTY OF DALLAS)

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

1. My name is William E. Weydeck. I am presently Area Manager-Loops for SBC Operations, Inc.
2. Attached hereto and made a part hereof for all purposes is my Rebuttal 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 E. Weydeck

Subscribed and sworn to before me this 11th day of May, 2005.


Notary Public

My Commission Expires: 5-31-09



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1 **I. INTRODUCTION**

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

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

5 **Q. ARE YOU THE SAME WILLIAM WEYDECK THAT FILED DIRECT**
6 **TESTIMONY IN THIS CASE?**

7 A. Yes, I am.

8 **II. PURPOSE OF TESTIMONY/EXECUTIVE SUMMARY**

9 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY IN THIS**
10 **PROCEEDING?**

11 A. The purpose of my testimony is to rebut direct testimony of Don Price on MCIIm UNE
12 Issues 30 and 32 and the direct testimony of Kendrick Ledoux on Navigator UNE Issue 9
13 on allowed use.

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

15 A. My rebuttal testimony addresses issues related to the provisioning of IDLC loops, UNE
16 loops to cell sites, and access to inside wiring.

17 MCIIm UNE Issue 30. This issue involves SBC Missouri's obligations where
18 Integrated Digital Loop Carrier ("IDLC") is deployed. IDLC is a type of Digital Loop
19 Carrier ("DLC") technology that directly terminates the signal into the SBC Missouri
20 switch, without a Main Distribution Frame ("MDF") appearance. Under applicable FCC
21 rules, SBC Missouri is obligated to provide a technically feasible transmission path for
22 UNE loops, but the CLEC may not specify the specific technology to be employed.
23 MCIIm's proposed language seeks to impose obligations on SBC Missouri that are
24 counter to the FCC's rules and should be rejected.

1 In those few existing locations where IDLC was the sole technology deployed,
2 SBC Missouri will provide copper facilities or Universal (non-integrated) DLC,
3 according to engineering guidelines. These guidelines have been modified to provide for
4 methods of unbundled access in this situation. CLECs have no right to specify the
5 method by which they may obtain access to the IDLC-delivered loops. The FCC clearly
6 left the choice of how a loop is unbundled in an IDLC-only architecture entirely to the
7 ILEC's discretion, and the CLEC is not entitled to dictate the terms and conditions of this
8 unbundling as MCIm is attempting to do.

9 MCIm Issue 32. This issue involves MCIm's demand that SBC Missouri provide
10 UNE loop access to cell sites where no end user customer is present. This clearly is in
11 conflict with the FCC's requirements as set forth in 47 C.F.R 51.319(a) and should be
12 rejected.

13 Finally, Navigator Issue 9 raises the same issue as the CLEC Coalition Issue 51
14 on "allowed use." As I explained in my direct testimony, "allowed use" is a concept that
15 exists in Texas tariffs but has no counterpart in Missouri. Accordingly, Navigator's
16 proposed language should be rejected.

17
18 **III. MCIM UNE ISSUES 30 AND 32**

19 **Q. PLEASE EXPLAIN YOUR POSITION CONCERNING MR. PRICE'S DIRECT**
20 **TESTIMONY ON MCIM UNE ISSUE 30**

21 A. Certainly. MCIm UNE Issue 30 deals with the provisioning of loops where only
22 Integrated Digital Loop Carrier ("IDLC") technology is available. Mr. Price claims, on
23 pages 37 to 42 of his direct testimony, that CLECs should be able to decide how to
24 provision loops in IDLC-only areas. Although Mr. Price and I quote from the same

1 paragraph in the TRO regarding SBC Missouri's responsibility to provide unbundled
2 loops when IDLC is the only technology available, Mr. Price fails to acknowledge the
3 Wireline Competition Bureau's ("WCB") decision that dealt with exactly the same issue.
4 In my direct testimony,¹ I quote from that decision, in which the WCB ruled that
5 although Verizon Virginia must provide unbundled loops in IDLC-only areas, it is up to
6 the ILEC to decide how to provision the loops and not the CLEC. The WCB issued this
7 decision in December of 2003, after the FCC's issuance of the TRO in August of 2003.
8 It is within the province of SBC Missouri, not MCI, to determine how loops should be
9 provisioned in IDLC-only areas; MCI may not unilaterally deprive SBC Missouri of its
10 network management discretion and decision-making.

11 **Q. HOW DOES THAT DECISION DISCUSSING AN ILEC'S RIGHT TO**
12 **DETERMINE LOOP PROVISIONING METHODOLOGY IN IDLC-ONLY**
13 **AREAS AFFECT THE PARTIES' DISPUTE HERE?**

14 A. This Commission should be guided by the WCB's decision because it addresses exactly
15 the same issue and the same arguments.

16 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

17 A. Here, MCI demands the ability to dictate the terms and methodology of loop
18 provisioning. MCI goes too far, and ignores the most recent determination of the FCC
19 on this matter. The Commission should reject MCI's language and adopt SBC
20 Missouri's language, which complies with the WCB's ruling and properly reserves
21 network architecture and interconnection decision-making to SBC Missouri.

22 **Q. CAN YOU COMMENT ON MR. PRICE'S DIRECT TESTIMONY ON MCIM**
23 **UNE ISSUE 32?**

¹ Weydeck Direct Testimony page 18, lines 6-21.

1 A. Yes. This issue involves MCIm's attempt to require SBC Missouri to provide UNE loops
2 to wireless cell sites. This attempt is foreclosed by applicable FCC rules and should be
3 rejected. I would first note that Mr. Price (page 44, lines 14-20), discusses a recent
4 Award in Texas Docket 28821. In his quote, he is really making SBC Missouri's case.
5 He states in the Texas Arbitration Award that SBC Texas must provision: "to the extent
6 that such a carrier is the ultimate retail consumer of the service."² This is exactly what
7 SBC Missouri's language provides. There must be an end user customer at the premise
8 where the UNE loop is requested. If there is nothing but equipment converting the
9 wireless radio signal to wireline and aggregating multiple signals to the SBC Central
10 Office (CO), there is no end user present.

11 **Q. IS THERE ANOTHER PORTION OF MR. PRICE'S TESTIMONY WHERE**
12 **MCIM'S REASONING FAILS?**

13 A. Yes, on page 45 beginning on line 8 of Mr. Price's direct testimony, he provides an
14 example of cell sites in a mall and reasons that since there are end users somewhere in the
15 mall that the cell site would constitute an end user. This is incorrect as most malls or
16 strip shopping centers in Missouri are multi-tenant properties and are served by multiple
17 demarcations points located in each tenant's space, per the SBC Missouri General
18 Exchange Tariff. Since each tenant's service ends in its leased space, the cell site would
19 be a separate premise with no end user. The FCC rules would not require a UNE loop to
20 be provided in this situation.

21 **Q. HAS THIS ISSUE ON PROVISIONING UNE LOOPS TO CELL SITES BEEN**
22 **ADDRESSED BY ANY OTHER STATE COMMISSION IN THE SBC**
23 **TERRITORIES?**

² Price Direct at page 44 Lines 18-19

1 A. Yes, in fact it was the exact issue in Texas recently. In a complaint case before the Texas
2 Public Utility Commission in Docket 26904, the Texas Commission ruled that SBC
3 Texas was not required to provision UNE loops to cell sites as the cell site did not meet
4 the FCC's definition of an end user premise

5 **Q. IS SBC MISSOURI REFUSING TO PROVISION SERVICE REQUESTED BY**
6 **MCIM TO CELL SITES?**

A. Absolutely not. MCIm can request service to cell sites, but it would be provisioned as
Special Access. SBC Missouri, however, would not provision the service as a UNE loop
as this service does not meet the criteria of a loop as defined by the FCC in 47 C.F.R.
51.319(a). MCIm is attempting to avoid payment of the applicable tariff rate in
contravention of the FCC rule.

7 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

8 A. The Commission should accept SBC Missouri's language as it conforms to the law and
9 disregard MCIm's proposed language.

10

11 **IV. NAVIGATOR UNE ISSUE 9.**

12 **Q. CAN YOU REPLY TO MR. LEDOUX'S DIRECT TESTIMONY REGARDING**
13 **NAVIGATOR UNE ISSUE 9?**

A. Yes, I can. This involves control of the inside wire on the End User's side of the NID.
While Mr. Ledoux asserts that SBC Missouri should be required to provide non-
discriminatory access when it owns the inside wiring, this position should be rejected
because SBC Missouri does not own or control any wiring on the customer side of the
NID. As that wiring is on the customer side of the demarcation point, it is deregulated
and is totally under control of the property owner. If the property owner chooses not to
allow Navigator access to this wiring, that is a discussion to be held between the property

owner and Navigator. It certainly has nothing to do with unbundled obligations of the SBC Missouri regulated network.

1 **Q. IF MR. LEDOUX HAS MISSED THE POINT WHAT IS THE SUBJECT OF**
2 **DISPUTE IN THIS ISSUE?**

3 A. The point of contention in this issue is on Navigator's insistence of using the term
4 "Allowed Use" in the proposed contract language. This proposed language is the same as
5 the language proposed by the CLEC Coalition in its Issue 51. In my direct testimony³, I
6 explained in detail that "Allowed Use" is not applicable in Missouri; it is a tariffed
7 offering which is available only in Texas. In fact, is not even applicable in Missouri
8 ICAs as it deals with the deregulated portion of the network, under control of the property
9 owner. It is also a fact that when the CLECs were questioned in the recent T2A hearings
10 held in Austin as to whether they were having any inside wire subloop access problems,
11 they could not name a single instance where SBC Texas had denied access to inside wire
12 subloops.

13 **Q. HAS SBC MISSOURI DENIED ACCESS TO THE WIRING ON THE**
14 **CUSTOMER SIDE OF THE NID AS MR. LEDOUX STATES?**

15 A. Absolutely not. Again, as this wire is on the customer side of the NID/demarcation point,
16 it is not SBC Missouri's wiring and belongs to the property owner.

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

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

³ Weydeck Direct Testimony, CLEC Coalition Issue 51 pages 11-13