BEFORE THE ILLINOIS COMMERCE COMMISSION

Docket No. 04-0469

Direct Testimony of William E. Weydeck
On Behalf of SBC Illinois

SBC Illinois Exhibit 17.0

August 17, 2004

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DIRECT TESTIMONY OF WILLIAM E. WEYDECK

ON BEHALF OF SBC ILLINOIS

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 Illinois, 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 manager 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, and the Texas Public Utilities Commission.

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

A. The purpose of my Direct Testimony is to address issues raised by MCI with regards to Network Interface Devices (NIDs), demarcation points, loops, and subloops., Routine Network Modifications, copper retirement, Network Disclosures, the NGDLC issue and one Line Sharing issue.

Q. WHICH ISSUES IN THIS ARBITRATION WILL YOU ADDRESS?

A. I will address UNE Issues 28, 30, 32, 34-36, 38, 41, and 44-47. I will also address NGDLC Issue 1, xDSL Pricing Schedule Issues 5 and 6 and Line Splitting Issues 7 and 8.

II. LOOPS

A. UNE ISSUE 32

Issue Statement: Should the definition of "spare home run copper" include loops that are not terminated?
Contract Reference UNE Appendix Section 9.3.2.2.

Q. PLEASE STATE YOUR UNDERSTANDING OF UNE ISSUE 32.

A. This issue involves MCI's proposal to include language in UNE Appendix Section 9.3.2.2 which would define spare home run copper loops to include loops that are not terminated. For the reasons I will discuss, this definition is inappropriate.

Q. ARE ALL COPPER LOOPS IN SBC ILLINOIS TERMINATED ON THE MAIN DISTRIBUTION FRAME (MDF) IN THE SBC ILLINOIS CENTRAL OFFICE (CO)?

A. Yes, all copper loops in the SBC Illinois network are terminated on the Main Distribution Frame (MDF) located in an SBC Illinois Central Office (CO). As discussed by Roman Smith in his testimony, the local loop is defined by the FCC in 47 CFR 51.319(a) "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." A copper loop is a stand-alone local loop comprised entirely of copper wire or cable.[1] Per these definitions, if the copper facility doesn't terminate on the distribution frame in the ILEC central office and extend to the loop demarcation point at the end user customer's premises it is not a copper loop. Apparently, MCI is under the misconception that SBC

Illinois would go to the time and expense of placing the copper cable, yet not terminating it on the main distribution frame. This is certainly not the case. If SBC Illinois did such a thing, it could not even utilize the facility. Without being terminated on the distribution frame, no electrical protection is present and no method to access the facility is available to SBC Illinois. In my 34 years of service to SBC, I have not seen or heard of a single instance where copper cable pairs are left unterminated as suggested by MCI. Accordingly, the definition of "spare home run copper" should clarify that the facility be terminated in the central office, as contemplated by the FCC rules and practiced in the field by SBC Illinois.

Q. MCI WITNESS MICHAEL STARKEY CLAIMS THAT "TERMINATING EXISTING CABLES TO A CUSTOMER PREMISES" IS A ROUTINE NETWORK MODIFICATION? (STARKEY AT 86) IS MR. STARKEY RIGHT?

A. No, Mr. Starkey is wrong. Terminating cables at a customer premises would generally require installing a new terminal which the FCC disallows as a routine network modification. (TRO at ¶ 637) Cable may also have to be placed to extend the spare home-run copper to a particular end-user customer premises. The FCC's routine network modification rules do not, however, obligate incumbent LECs to place cable.

[1] 47 CFR 51.319(a)(1)

B. UNE ISSUE 35
Issue Statement: What terms should apply for access to loops served over Integrated Digital Loop Carrier (IDLC)?
Contract References: UNE Appendix Section 9.8.1. et. seq.

Q. WHAT IS INTEGRATED DIGITAL LOOP CARRIER?

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

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

A. SBC Illinois began utilizing IDLC in the 1980s because it proved to be an economically superior alternative for providing POTS and ISDN service where SBC Illinois had previously deployed "Universal" DLC (non-integrated DLC). It is economically superior to Universal DLC in many instances because the integrated technology does not require central office terminal equipment to de-multiplex the high capacity signals to DS-0 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 saved terminations on the MDF.

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

A. No. SBC Illinois 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 ILLINOIS CHANGED ITS DEPLOYMENT STRATEGY FOR IDLC SINCE THE ADVENT OF LOCAL COMPETITION?

A. With the advent of local competition, the SBC Illinois 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 was 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 were made so that the CLECs can obtain unbundled access.

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

A. Yes, there are limited situations where IDLC is the sole technology available to serve a given area. In Illinois, IDLC technology accounts for less than 15% of all access lines served by SBC Illinois. Areas served by IDLC-only technology represents only 2528 lines of over 6.9 million total SBC Illinois access lines. Thus, only a very small number of lines in Illinois are served by IDLC only.

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

A. While SBC Illinois 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 Illinois' ability to manage and deploy its network to serve all its customers, retail and wholesale alike, MCI proposes language in section 9.8.1 of the UNE Appendix that would afford it unilateral discretion to "specify" the method by which MCI may obtain access to the IDLC-delivered loops. SBC Illinois disagrees with MCI's proposed language in this regard.

In December of 2003, the FCC, acting in place of the Virginia State Corporation Commission, released its award in DA 03-3947, *Verizon Virginia vs. Cavalier*. Issue 69 in the Verizon arbitration was a mirror of this issue with MCI; 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 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.

C. UNE ISSUE 36
Issue Statement: Should access to loops that require high voltage protective equipment be ordered through the BFR process?
Contract Reference: UNE Appendix Section 9.10

Q. WHAT IS THE DISPUTE BETWEEN SBC ILLINOIS AND MCI REGARDING THIS ISSUE?

A. This issue involves the placement of high voltage protection equipment, which is necessary in certain circumstances to ensure the safety and integrity of the SBC Illinois network, safety of its customers and employees, as well as MCI employees and customers. For example, IEEE Std. 487-2000, covers requirements of the recommended protection of Wire-Line Communication Facilities Serving Electric Power Stations. There doesn't seem to be a dispute on the technical merits of placing this equipment, rather the dispute appears to focus on how ordering, pricing, and payment would be

accomplished. Specifically, SBC Illinois proposes section 9.10, which provides that any request for a loop to a high voltage area will be made through the Bona Fide Request (BFR) process and that MCI shall be required to pay for any high voltage protective equipment provisioned by SBC Illinois in connection with any loop ordered by MCI to a high voltage area. MCI opposes section 9.10 and proposes no language in its place. SBC Illinois witness Mike Silver also discusses this issue in his testimony.

Q. IN SUPPORT OF MCI'S OPPOSITION TO SECTION 9.10, MCI WITNESS MICHAEL STARKEY CLAIMS THAT PROVISIONING UNBUNDLED LOOPS IN A HIGH-VOLTAGE ENVIRONMENT IS A ROUTINE NETWORK MODIFICATION? (STARKEY AT 95) IS MR. STARKEY RIGHT?

A. No, Mr. Starkey is wrong. The activities associated with constructing a loop to an area deemed a high-voltage environment are way beyond the scope of what the FCC considered a routine network modification. First, an SBC Illinois electrical protection engineer must determine the 300-volt peak point, which may require a site visit.[2] Second, an outside plant engineer (different from the electrical protection engineer) must make a site visit, and evaluate what is needed to complete an undertaking for SBC Illinois construction personnel. Based on the outside plant engineer's undertaking, SBC Illinois construction personnel will in turn order specialized dielectric cable (19 or 22 gauge) and high-voltage protection equipment. The specialized dielectric cable should be free of any intermediate splices (*i.e.*, it should be placed from the demarcation point in the high-

voltage environment to a splice point on an existing cable that meets the 300-volt peak point standard). Third, placing cable in this manner to avoid splicing will almost surely create the need to secure permits or rights-of-way, or place conduit, all which the FCC's TRO rejected as activities beyond the scope of what is considered a routine network modification.

Q. DOES THE ICC TARIFF ALLOW SBC ILLINOIS TO CHARGE FOR HIGH-VOLTAGE PROTECTION EQUIPMENT (HVPE)?

A. Yes. The Miscellaneous Services Tariff provides terms and conditions where special charges may apply when SBC Illinois is asked to provide HVPE equipment.[3]

Q. GIVEN THIS DISCUSSION ON HIGH-VOLTAGE PROTECTION, IS MR. STARKEY RIGHT IN HIS BELIEF THAT "PROVISIONING LOOPS THAT REQUIRE HVPE IS CONSISTENT WITH THE DESCRIPTION OF A ROUTINE NETWORK MODIFICATION AND SHOULD BE TREATED ACCORDINGLY"? (STARKEY AT 97)

A. No, Mr. Starkey is wrong as my testimony has shown. Placing high-voltage protection equipment is not a routine activity that SBC Illinois engages in, whether for retail or wholesale services. This is evidenced by the construction and engineering activities I have described, as well as the tariff treatment. All such expenses related to HVPE should

[2] Essentially, the 300-volt peak point means that the electrical protection engineer must calculate a point in the outside plant environment where it is safe for SBC Texas construction crews to tie the new cable into an already existing cable.

[3] Ill. C. C. Tariff 19, Part 8, Section 8, 1st Revised Sheet No. 16.

be recovered from the cost-causer. Therefore, the Commission should approve SBC Illinois' proposed language.

D. UNE ISSUE 38

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

Contract Reference: UNE Appendix Section 9.12

Q. WHAT IS YOUR UNDERSTANDING OF THE DISPUTE WITH RESPECT TO THIS ISSUE?

A. The dispute involves SBC Illinois' proposed language for section 9.12 that would prevent MCI form ordering UNE loops to non-end user locations, such as cell sites. Earlier in my testimony, I provided the definition of a loop from 47 CFR 51.319 (a) and that definition also applies here. While MCI seems to agree with the definition, it has not presented any competing language, and just wants the SBC Illinois language stricken, saying that it is too broad. SBC Illinois believes that this language is necessary to prevent future disputes that may arrive out of whether the UNE loop ordered serves an end user customer premises. SBC Illinois witness Roman Smith also addresses this issue in his testimony.

III. SUBLOOPS

Q. BEFORE YOU BEGIN DISCUSSING SUBLOOP ISSUES, CAN YOU SHED SOME LIGHT ON SUBLOOP DEMAND?

A. Several of the issues in this arbitration deal with subloops and subloop access. Subloop unbundling became a reality with the issuance of the now vacated FCC UNE Remand Order on May 17, 2000. In the four plus years since the UNE Remand, to my

knowledge, no CLEC (including MCI) in Illinois has ordered a subloop, used the Subloop Access Arrangement (SAA), or ordered or provisioned an Engineering Controlled Splice (ECS), but SBC Illinois continues to arbitrate with CLECs language on issues related to UNEs that they have not utilized.

A. UNE ISSUE 41
Issue Statement: At what specific points should SBC Illinois be required to provide MCI with access to subloops?
Contract Reference: UNE Appendix Sections 10.5.1.3, 10.5.1.5, 10.6 (table).

Q. WHAT IS THE PARTIES' SUBLOOP ACCESS DISPUTE?

A. MCI's demands access to the feeder portion of the loop, but the FCC in the TRO paragraphs 253 and 254 conclusively determined that ILECs are not obligated to provide unbundled access to transmission facilities in the feeder segment of the loop. In its proposed language for section 10.5.1.3, MCI specifically demands unbundled subloop access at the Main Distribution Frame (MDF) and the Optical Concentrator Device (OCD). The MDF and the OCD, however, are both located in the SBC Illinois Central Office, on the feeder side of the loop. The OCD, for example, is the aggregation point for the broadband portion of hybrid loops that use ***packetized*** functionality. As such, not only is MCI not entitled to subloop access to the OCD because it is on the feeder portion of the loop, MCI is also not entitled to access because, under 47 CFR 51.319 (a)(2)(ii), unbundling obligations do not extend to functions and capabilities of the hybrid loop that are used to transmit ***packetized*** information.

Q. DOES SBC ILLINOIS HAVE ANY DISAGREEMENT WITH PROVIDING ACCESS TO THE FDI/SAI AND THE SPOI TO MCI?

A. As far as providing subloop access at the FDI/SAI and the SPOI, SBC Illinois honors its obligation to provide access at these points and certainly honors that obligation for subloops that are included in the agreement. In its subloop offering, SBC Illinois specifically recognizes this obligation and offers it with no disagreement. However, MCI is not entitled to any such subloop access to the MDF or OCD.

B. UNE ISSUE 44
Issue Statement: Should Collocation or a Special Construction Arrangement be required to access subloops?
Contract Reference: UNE Appendix Sections.10.9.1, 10.9.2, 10.9.8.

Q. WHAT IS A SPECIAL CONSTRUCTION ARRANGEMENT?

A. A Special Construction Arrangement (SCA) is the process through which SBC Illinois creates, builds and bills MCI for work done by SBC Illinois at the request of MCI. In the subloop portion of the plant, when MCI requests access to the SBC Illinois network that requires physical work to alter SBC Illinois' network allowing for access of unbundled network elements, this work is billed through the SCA process. If the work is done for the CLEC's placement of equipment necessary for access to unbundled network elements at the premises of the local exchange carrier, then it is handled under the Collocation process.

Q. IF THE WORK REQUIRED DOES NOT INCLUDE THE CLEC'S PLACEMENT OF EQUIPMENT, HOW IS THE ACCESS TO UNBUNDLED NETWORK ELEMENTS ACCOMPLISHED?

A. It is accomplished through the Subloop Access Arrangement (SAA). The SAA is for creating the environment for access to unbundled network elements where the Collocation process doesn't apply.

Q. WHAT IS MCI'S CONCERN WITH THIS ISSUE?

A. MCI objects to inclusion of SBC Illinois' language in section 10.9.1 requiring a process to alter SBC Illinois' network to allow for access to subloops. SBC Illinois' proposed language is necessary, however, because the SBC Illinois network was not originally designed to accommodate access by CLECs and requires, in some cases, major reconfiguration of the network. MCI has not proposed any competing language, but just simply does not want to be charged for creating this access, even though it is the cost causer. SBC Illinois should not have to bear this cost as it is a reconfiguration requested by MCI to facilitate its access to SBC Illinois' network. This issue is also addressed by SBC witness Roman Smith in his testimony.

Q. IS THIS PROCESS THE SAME FOR ALL CLECS?

A. Yes, this is process that SBC Illinois has in place for all CLECs that require access to the subloop where alteration of the network is needed.

C. UNE ISSUE 45
Issue Statement: What costs may SBC Illinois properly charge MCI of providing Engineering Controlled Splice (ECS)?
Contract Reference: UNE Appendix Sections 11.2.1 through 11.2.6.

Q. WHAT IS AN ECS?

A. An ECS is SBC Illinois means of accessing the RT when an accessible terminal is not present. An ECS is basically a cross connect box introduced at or near the RT site to allow for access to the copper distribution cables leaving the RT.

Q. PLEASE STATE YOU UNDERSTANDING OF UNE ISSUE 45.

A. This issue involves SBC Illinois' proposed language for sections 11.2.1 through 11.2.6, which governs the amounts that SBC Illinois may charge MCI for providing MCI with ECS. MCI opposes this language based on its position that it should not be required to reimburse SBC Illinois for the costs of providing ECS.

Q. MCI STATES THAT THE CONSTRUCTION OF AN ECS IS DUE TO SBC ILLINOIS' DESIGN OF ITS PROJECT PRONTO NETWORK AND IT SHOULD NOT HAVE TO BEAR THE COST OF AN ECS. IS THIS TRUE?

A. No. SBC Illinois has designed its deployment of DLC to be efficient and cost effective by not placing a cross-connect field at the Remote Terminal (RT), but instead utilizing the space that would have been necessary for a cross-connect space for the placement of DLC equipment. SBC Illinois has been placing RTs in this fashion since the early 1980s. This deployment plan allows for placing physically smaller RTs, requiring the acquisition of smaller easements, and fewer locations where commercial power needed to be made

available. SBC Illinois then is able to serve multiple SAI/FDI locations from that single RT.

The Project Pronto equipment, as deployed, had a minimum of 2,016 lines possible at each RT. Some locations had several times that number. A typical SAI/FDI has fewer than 900 feeder pairs serving the area, with 1,800 distribution pairs. To have used the Project Pronto RTs for the SAI/FDI cross connect location would have meant that all of the distribution pairs from the multiple areas typically served by the SAI/FDIs would need to have been extended to the RT location. This would have caused much larger cable placements and cost much more money. Alternatively, placing a cross connect at the RT and the SAI/FDI locations would have created additional administration points of failure in the network, and additional RT space requirements because of the additional cross connect point.

Q. DOES THE PLACING OF AN ECS ALLOW MCI ACCESS TO THE COPPER SUBLOOPS AT THE RT?

A. Yes, the remote terminal is clearly defined as a point of technically feasible access for copper subloops. The ECS is SBC Illinois' means of accomplishing this when an accessible terminal is not present. The ECS is priced through the Special Construction Arrangement at the actual costs associated with this construction activity.

Q. HAVE THESE TERMS BEEN PREVIOUSLY LITIGATED IN ANY OTHER SBC STATE?

A. Yes they have. These same terms and conditions for construction of an ECS were previously upheld in SBC's favor by the Texas Public Utility Commission in Docket No. 23396.

Q. MR. STARKEY IMPLIES THAT CONSTRUCTING AN ENGINEERING CONTROLLED SPLICE (ECS) IS A ROUTINE NETWORK MODIFICATION. (STARKEY AT 118-119) IS MR. STARKEY CORRECT?

A. No, at a minimum an ECS would require significant construction to (1) secure permits for additional right-of-way to (2) install a new terminal similar to a Serving Area Interface (SAI), and (3) place a new manhole or handhole over the new splice that would be created, all which are activities the FCC's TRO specifically excluded from routine network modifications. Additionally, there is a strong probability that new conduit would have to be placed from the new manhole or handhole to the RT for pulling new cable. Once again, these are activities that an incumbent LEC is not obligated to perform as part of its routine network modifications, because, in the context of an ECS, they are not "activities that [SBC Illinois] regularly undertake[s] for [its] own customers." (TRO at ¶ 632).

Q. MR. STARKEY ALSO STATES THAT THE "MOST EFFICIENT METHOD OF PROVIDING ACCESS TO [SBC ILLINOIS] SUBLOOPS, WOULD BE FOR SBC [ILLINOIS] TO CONSTRUCT AN ECS (OR A MORE ROBUST CROSS-CONNECT SYSTEM) AT EACH RT, CROSS-CONNECT ALL FEEDER STUBS THROUGH THE ECS, AND THEREBY ESTABLISH A SINGLE CROSS

CONNECT POINT FOR ALL INTERESTED CLECS AND FOR SBC [ILLINOIS] ITSELF." (STARKEY 119). IS MR. STARKEY'S STATEMENT TRUE?

A. No. To my knowledge no CLEC has ever requested an ECS at any SBC Illinois RT location, so having SBC Illinois speculatively construct an ECS in the manner proposed by MCI would be recklessly foolish.[4] Of course, MCI is free to engage in such short-sighted construction (needless overbuild) for its own network, but that is not the way SBC Illinois conducts business. MCI is not allowed to dictate how SBC Illinois deploys its facilities or manages its network, just like SBC Illinois cannot dictate how MCI deploys or manages its network.

Q. IS AN ECS AN "INVESTMENT" FOR SBC ILLINOIS AS MR. STARKEY IMPLIES? (STARKEY AT 119-120)

A. That all depends on how the term "investment" is defined. While I admit that I am not an economist, and setting aside the fact that the FCC's rules clearly state that incumbent LECs are not to be a construction agent for a CLEC,[5] to construct an ECS at every SBC Illinois RT location, remembering that none have ever been requested of SBC Illinois, might certainly be an "investment" for MCI but it would be an albatross for SBC Illinois. SBC Illinois would not construct an ECS for one of its own retail customers. Constructing an ECS is exclusively for the benefit of a CLEC, and contrary to Mr. Starkey's claim, SBC Illinois derives no benefit from constructing an ECS.

[4] To my knowledge only one request has ever been made by a CLEC for an ECS in any SBC 13-STATE region. The estimated cost of this one ECS was approximately $14,000.00, and the CLEC actually canceled its request before SBC started construction.

[5] TRO at ¶ 646.

Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 45?

A. The Commission should approve SBC Illinois' proposed language for sections 11.2.1 through 11.2.6.

D. UNE ISSUE 46.
Issue Statement: Should the Commission adopt SBC Illinois' language providing two options for implementing ECS?
Contract Reference: UNE Appendix Sections 11.3 et. Seq.

Q. HAS SBC ILLINOIS OFFERED OPTIONS FOR CREATING AN ECS?

A. Yes, SBC Illinois has offered MCI two options for the provisioning of an ECS. Terms and conditions related to these two options are set forth in SBC Illinois proposed Sections 11.3 and subsections thereto.

Q. WHAT IS DISPUTE WITH RESPECT TO THIS ISSUE?

A. MCI opposes the inclusion of these sections outlining the terms and conditions for the two options for provisioning ECS. MCI takes the position that SBC Illinois is attempting to "limit" the options by which MCI can use ECS to obtain access to subloops.

Q. IS MCI'S POSITION VALID?

A. No. These two methods were developed by SBC Illinois as options for all CLECs to have a choice on how a requested ECS would be built. SBC Illinois is open to other suggestions, but has not received any feedback from the CLEC community and to date there has been little real-world interest in this offering. In fact, to my knowledge, no

CLEC in Illinois or in any of SBC's 13 states has ordered an ECS. If MCI, or any other CLEC, has another option it would like to have explored, SBC Illinois' language provides a means where they can request it through the BFR process. To date there have been no such requests.

E. UNE ISSUE 47
Issue Statement: Should the demarcation points for access to dark fiber include the remote terminal?
Contract Reference: UNE Appendix Section 12.9.1.

Q. HOW DOES THE FCC DEFINE THE DEMARCATION POINT?

A. 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.

The demarcation point is about control. It is the point in the telephone network where SBC Illinois' control of the wiring ends and the customer portion of the network begins. It can be likened 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. WHAT IS MCI REQUESTING IN THIS ISSUE?

A. In section 12.9.1 MCI proposes to add disputed language that includes the Remote Terminal (RT) as a demarcation point for a Dedicated Transport Dark Fiber and Dark Fiber Loop. This is incorrect on several fronts. First, Dedicated Transport Dark Fiber

connects two SBC Illinois wire centers. This does not include the RT in the field portion of SBC Illinois' outside network. Second, the definition of a loop in 47 CFR 51.319(a) states that a loop is "the transmission facility between a distribution frame (or equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premise." The RT is neither in the central office or the demarcation point at the end-user customer premise. If an RT is located at a customer premise, the demarcation point would be the approved splitter shelf and not the RT

IV. ROUTINE NETWORK MODIFICATIONS

A. UNE ISSUE 34

Issue Statement: What terms and conditions shall apply for routine network modifications of local loops
Contract reference: UNE Appendix Sections 9.7.1, 9.7.2, 9.7.2.1, 9.7.2.2, 9.7.3.

Q. ARE THERE ANY OTHER SBC ILLINOIS WITNESSES FOR THESE ISSUES?

A. Yes, SBC Illinois witnesses Kent Currie and Roman Smith also address these issues from a cost and policy perspective. My testimony addresses these issues from a technical perspective.

Q. AS AN INITIAL MATTER, WHAT IS A ROUTINE NETWORK MODIFICATION?

A. The FCC defined a routine network modification as an activity that an incumbent LEC regularly undertakes for its own customers. (47 C.F.R. § 51.319(a)(8)(ii)) The routine network modification requirements the FCC adopted in the Triennial Review Order ("TRO") were designed to provide CLECs with greater certainty as to the availability of

unbundled high-capacity loops (DS1 and DS3), unbundled dedicated transport, and unbundled dark fiber. (TRO at ¶ 632).

Q. WHAT IS THE DISPUTE BETWEEN THE PARTIES CONCERNING ROUTINE NETWORK MODIFICATIONS?

A. SBC Illinois proposed language that is consistent with the FCC's rules for routine network modifications, but MCI objects to this language. For example, SBC Illinois provides clarity by stating it is not obligated to secure permits or rights-of-way, construct new manholes or conduits, or install new terminals for MCI, and SBC Illinois is not obligated to perform those activities for MCI. MCI filed documents in this proceeding opposing this language, stating that it feels the language "goes far beyond what is required and permissible under the FCC's regulations…."

Q. IS MCI'S POSITION CORRECT?

A. No, such a position by MCI is incorrect. The language proposed by SBC Illinois complies with the TRO, and the inclusion of SBC Illinois' language further clarifies what is and is not a routine network modification.

In the TRO the FCC contrasts network modification activities that it finds to be "routine" with those it found to be associated with new construction, which incumbent LECs are not required to perform when providing CLECs with UNEs. The FCC states that "…rather than encompassing extensive delays caused by, for example, securing permits or rights-of-way, constructing new manholes or conduits, or installing altogether new

terminals, the routine [network] modifications described above generally require [ILEC] personnel to visit sites within the existing and readily accessible [ILEC] architecture." (TRO at ¶ 637, emphasis added). The routine network modification activities "described above" in the TRO are activities such as "accessing manholes, splicing into existing cable, deploying bucket trucks to reach aerial cable, and installing equipment casings [which] do not render a modification a substantial alteration or constitute the provision of a superior unbuilt network. Rather, these activities can be described as comprising the 'routine, day-to-day work of managing an [incumbent LEC's] network.'" (Id.)

By contrast, the FCC determined that more complex activities, as described in the language proposed by SBC Illinois but opposed by MCI, did not comprise the routine, day-to-day work of managing its existing network. Instead, the FCC concluded that more complex activities, such as "securing permits or rights-of-way, constructing new manholes or conduits, or installing altogether new terminals" were more akin to new construction and, if required, would result in "a substantial alteration or constitute the provision of a superior unbuilt network." (Id.) These more complex activities, the FCC ruled, were unlike the "routine [network] modifications" that it required of incumbent LECs. (Id.).

Q. CAN YOU PROVIDE OTHER EXAMPLES SHOWING HOW SBC ILLINOIS' PROPOSED LANGUAGE IS MORE IN LINE WITH THE FCC'S RULES THAN WHAT MCI HAS PROPOSED?

A. Yes. SBC Illinois proposed language stating that it has no obligation to provide optronics for the purpose of lighting dark fiber, but MCI opposed this language. The FCC makes it undeniably clear that incumbent LECs have no obligation to provide optronics to CLECs for the purpose of lighting dark fiber. (TRO at ¶'s 311, 313, 381, 382, 383, et. al.) Therefore, SBC Illinois' routine network modification language is completely appropriate, it is more consistent with the FCC's rules, and should be accepted in its entirety.

Q. MR. STARKEY ALSO STATES THAT "SBC ATTEMPTS TO FURTHER LIMIT THE INSTANCES IN WHICH IT WILL PERFORM ROUTINE NETWORK MODIFICATIONS FOR MCI BY ADDING LIMITATIONS THAT HAVE NO BASIS IN THE FCC'S RULES." (STARKEY AT 88) IS MR. STARKEY RIGHT?

A. No, Mr. Starkey is wrong and I respond below to each of Mr. Starkey's objections:

? MCI objects to the following SBC Illinois language: **splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present**. SBC Illinois proposed this language because splicing cable in this circumstance would require a new sheath opening for placing new cable. As stated previously in my testimony, SBC Illinois is under no obligation to place new cable as part of a routine network modification.

? MCI objects to the following SBC Illinois language: **[securing] building access arrangements**. SBC Illinois proposed this language because it is analogous to securing permits or right-of-way which, my testimony has shown, is not a routine network modification. Additionally there are a large number of buildings in Illinois where at least two competitive carriers have deployed their own facilities. This demonstrates that, in general, competitive carriers are either able to negotiate acceptable access arrangements or are able to gain entry into buildings by negotiating an access arrangement.

? MCI objects to the following SBC Illinois language: **providing new space or power for requesting carriers**. For the same reasons SBC Illinois believes it has no obligation to negotiate building access arrangements, SBC Illinois also

believes it has no obligation to provide new space or power in any building access arrangement for any requesting CLEC, including MCI. Thus, the language proposed by SBC Illinois is appropriate.

? MCI objects to the following SBC Illinois language: **[constructing] and/or placing new handholes, poles, ducts**. SBC Illinois proposed this language because placing new handholes, poles, and ducts are all types of structure that contemplate placing new cable which, as my testimony has shown, the FCC's rules prohibit as a routine network modification. Additionally, a new handhole is analogous to a new manhole (housing splices, connecting conduits); new ducts are the same thing as new conduit (used for holding cable); and new poles, like conduit, are used for holding cable.

? MCI objects to the following SBC Illinois language: **removing or reconfiguring packetized transmission facility**. MCI also objects to SBC Illinois language in 9.7.2.2. SBC Illinois proposed all of this language because the FCC clearly ruled that an incumbent LEC is not required to unbundle any transmission path over a fiber transmission facility between the central office and the customer's premises (including fiber feeder plant) that is used to transmit packetized information. (TRO at ¶ 288) Additionally, the FCC prohibited access to the packet-based networks of incumbent LECs, and in doing so the FCC expects this rule will stimulate CLEC deployment of its own next-generation networks. (TRO at ¶ 290).

Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 34?

A. The Commission should reject MCI's proposed language for Sections 9.7.2 and approve SBC Illinois' proposed language for Sections 9.7.1. 9.7.2. 9.7.2.1, 9.7.2.2, and 9.7.3.

V. CONSTRUCTING NETWORK FACILITIES

A. UNE ISSUE 28

Issue Statement: Should SBC Illinois be required to build facilities where they do not exist? (SBC UNE DPL Issue 28)
Contract Reference: UNE Appendix Sections 9.2, 15.2, and 20.1.19

Q. WHAT IS THE DISPUTE WITH RESPECT TO THIS ISSUE?

A. MCI demands that where facilities are not available, SBC Illinois should be required to construct and provide such facilities to MCI as UNEs at cost-based rates. MCI's position

ignores and contradicts the FCC's TRO which ruled that incumbent LECs have no obligation to "construct new wires" or "construct transmission facilities so that requesting carriers can access them as UNEs at cost based rates." (TRO at ¶ 632 through ¶ 648) SBC Illinois' language simply honors that ruling. If spare facilities are available for MCI's specific type of service order, SBC Illinois will assign the facility subject to the terms and conditions of MCI's agreement. If spare facilities are not available (*i.e.*, if facilities must be constructed, or if facilities must be modified beyond the rules of routine network modifications), MCI may request such facilities via the BFR process described its agreement.

Q. MR. STARKEY DECLARES THAT "WHEN FACILITIES MAY NOT BE 'AVAILABLE', SBC [ILLINOIS] SHOULD EXPLORE ROUTINE NETWORK REARRANGEMENT OR MAINTENANCE ACTIVITIES THAT COULD RENDER THOSE FACILITIES AVAILABLE FOR ASSIGNMENT." (STARKEY AT 80) IS MR. STARKEY'S TESTIMONY LOGICAL IN THIS MATTER?

A. No, Mr. Starkey's testimony on this issue is illogical for at least two reasons. First, Mr. Starkey's claim that the issue is "complex" is disingenuous. (Starkey at 79) In fact, the opposite is true and the issue is very plain and easy to understand. Very simply put, where facilities are available, **SBC Illinois will provide access to its unbundled network elements where technically feasible**. That language is undisputed. Where facilities do not exist, MCI demands that SBC Illinois must construct facilities so that MCI can access those same facilities as UNEs at cost based rates. As my testimony has shown, it is clear the FCC has already put this issue to bed by ruling that incumbent LECs

have no such obligation to construct facilities for a CLEC (TRO at ¶'s 632, 636-637, 639, 645-646, and 648) Second, Mr. Starkey claims that SBC Illinois should construct facilities where none exist as part of "routine network rearrangement or maintenance activities." Unsurprisingly, Mr. Starkey is silent on explaining exactly what he means by "routine network rearrangement or maintenance activities." To my knowledge no such language was ever proposed during the negotiation phase of this arbitration, and SBC Illinois certainly cannot agree to this vague and ambiguous language.

Q. MR. STARKEY ASSERTS THAT "SBC [ILLINOIS'] TRACK RECORD WITH THIS TERM ["UNAVAILABLE"] HAS DEMONSTRATED THAT SBC [ILLINOIS] USES THIS LANGUAGE TO DRAMATICALLY LIMIT THE NUMBER OF LOOPS TO WHICH ITS COMPETITORS RECEIVE UNBUNDLED ACCESS." (STARKEY AT 82) IS MR. STARKEY RIGHT?

A. No, Mr. Starkey's accusation is entirely unsubstantiated. The reality of the matter is this: SBC Illinois will provide lawful UNE facilities in accordance with federal rules. If MCI's specific order requires SBC Illinois to engage in activities that rise to the level of a routine network modification as defined by the FCC's TRO, SBC Illinois will abide by those rules. If MCI's specific order requires SBC Illinois to construct facilities, clearly SBC Illinois has no federal, or Illinois Commerce Commission ("ICC"), obligation to do so. This issue is also addressed in SBC Witness Roman Smith's testimony.

Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 28?

A. The Commission should reject MCI's proposed language and approve SBC Illinois' proposed language.

VI. RETIREMENT OF COPPER LOOPS AND COPPER SUBLOOPS REPLACING WITH FIBER-TO-THE-HOME (FTTH)

A. UNE ISSUE 30

Issue Statement: What requirements should apply when SBC Illinois proposes retiring copper loops? (SBC UNE DPL Issue 30)
Contract Reference: UNE Appendix Sections 9.2.1; 10.15

Q. WHAT IS THE DISPUTE WITH RESPECT THIS ISSUE?

A. The dispute concerns copper loops or copper subloops replaced with fiber-to-the-home loops, and MCI's proposed language for Sections 9.2.1 and 10.15 that would require SBC Illinois to provide notice of network changes that are inconsistent with the federal rules that govern such notices. As my testimony will show, contrary to its statements otherwise, MCI's proposal would require the implementation of a yet-to-be-defined process that gives MCI special treatment above other carriers.

Q. AS AN INITIAL MATTER, WHAT ARE SBC ILLINOIS' UNBUNDLING OBLIGATIONS, IF ANY, WITH RESPECT TO FTTH LOOPS?

A. In the TRO the FCC found that an ILEC is not required to provide nondiscriminatory access to a FTTH loop on an unbundled basis when the incumbent LEC deploys such a loop to a end-user's customer premise that previously has not been served by any loop facility ("new builds").[6]

[6] *See* 47 C.F.R. § 51.319(a)(3)(i).

With respect to "overbuilds" (when an ILEC has deployed a fiber loop parallel to, or in replacement of, an existing copper loop facility), the FCC found that an LEC has two options: (1) maintain and provide unbundled access to the existing copper loop connected to a particular customer premises after deploying FTTH (unless the ILEC retires the copper loop); or (2) if the ILEC elects to retire the copper loop, then it must provide nondiscriminatory access to a 64 Kbps narrowband transmission path capable of voice grade service over the FTTH loop on an unbundled basis.[7]

Q. IN OVERBUILD SITUATIONS, AS DESCRIBED ABOVE, WHAT ARE SBC ILLINOIS' OBLIGATIONS FOR PROVIDING NOTICE OF COPPER LOOP OR COPPER SUBLOOP RETIREMENT?

A. The FCC found that if an ILEC elects to retire copper loops or copper subloops replacing such loops with FTTH loops, the ILEC must provide notice of such retirement under the FCC's network modification rules, as amended.

First, with respect to the retirement of copper loops and copper subloops replaced by FTTH loops, the FCC established a right for parties to object to the ILEC's proposed retirement of its copper loops for both short-term and long-term notifications as outlined in Part 51 of the FCC's rules. (TRO at ¶ 283) By contrast, the FCC stated that its

[7] *See* 47 C.F.R. § 51.319(a)(3)(ii)(A)-(C). *See* TRO ¶¶ 273, 275-277.

disclosure rules for other network modifications permit oppositions only for instances involving short-term notifications. (Id.)

Second, and regarding retirement of copper loops or copper subloops replaced with FTTH loops, the FCC established a mechanism to deny objections automatically unless the FCC rules otherwise within 90 days of its public notice of the intended retirement. (Id.) The FCC stated that "as a practical matter, this mechanism redefines the short-term notice rules for a subset of network modifications, *i.e.*, retirement of copper loops that are replaced by FTTH loops, and means that incumbent LECs must file their disclosures for copper loop retirements at least 91 days prior to their planned retirement date." (Id.) Therefore, under the FCC's rules specific to the retirement of copper loops and copper subloops replaced by FTTH loops, SBC Illinois must file with the FCC its disclosure ("Notice") for copper loop and subloop retirements at least 91 days prior to their planned retirement as provided for under the FCC's short-term network disclosure rules as amended in the FCC's TRO.[8] Oppositions must be filed with the FCC and served on the incumbent LEC within 9 business days from the release of the FCC's public notice, both as to long-term and short-term notifications. (TRO at ¶ 282) Unless the copper retirement suggests access will be denied to the loop facilities required under the FCC's rules, all oppositions will be deemed denied unless the FCC rules within 90 days of its public notice as to the intended retirement. (Id.)

[8] *See* **47 C.F.R. § 51.333 Notice of Network Changes: Short term notice, objections thereto and objections to retirement of copper loops or copper subloops**, which is the rule that applies with respect to notices of replacement of copper loops or copper subloops with FTTH loops (when the ILEC plans to retire such copper loops or copper subloops).

Q. MR. STARKEY DECLARES THAT SBC ILLINOIS SHOULD ALWAYS PROVIDE A COPY OF ITS PUBLIC NOTICE TO MCI IN ADVANCE OF SBC ILLINOIS RETIRING A COPPER LOOP OR COPPER SUBLOOP REPLACING SUCH LOOP OR SUBLOOP WITH A FTTH LOOP. (STARKEY AT 82) HOW DO YOU RESPOND?

A. Under the short-term notice rules SBC Illinois would provide MCI such notification (Network Disclosure[9] and/or Accessible Letter). These rules dictate that if an incumbent LEC wishes to provide less than six-months notice of planned network changes, the public notice or certification must include a certificate of service in addition to the information required by § 51.327(a) or § 51.329(a)(2). The certificate of service dictates that (1) five business days in advance of its filing with the FCC, SBC Illinois must serve a copy of its public notice to CLECs interconnecting with SBC Illinois, and (2) the certificate of service must include the name and address of each CLEC served such notice.

Q. MR. STARKEY CLAIMS THAT MCI IS NOT ASKING FOR ANY SPECIAL OR ADVANCE NOTICE, NOR IS MCI ASKING FOR ANY SPECIAL TREATMENT. (STARKEY AT 83) IS MR. STARKEY RIGHT?

A. No, Mr. Starkey is wrong.. MCI's proposed language specifically demands the creation of an advance notice process specific for MCI alone which would be special treatment. If

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adopted, MCI's proposed language would have SBC Illinois create two network disclosure processes – one for MCI (copy of the public notice on long-term and short-term disclosures), and one for all other CLECs (copy of the public notice for short-term disclosures). The exclusive process MCI demands for itself is: (1) inconsistent with the FCC's TRO and implementing rules for long-term notices, (2) would result in a network disclosure process that is preferential to MCI versus the notice that other carriers would receive in accordance with the FCC's rules, which could ultimately lead to unnecessary and contentious disputes or arbitrations, and (3) would force SBC Illinois to create an additional layer of network disclosure distribution that even MCI fails to define. Obviously, MCI's request is unnecessary because MCI and all other carriers will be afforded the requisite notice associated with any such planned retirements in accordance with the FCC's short-term network disclosure rules (as amended). MCI's proposed language should therefore be rejected.

Q. MR. STARKEY ALSO STATES THAT "SBC'S POSITION APPEARS TO BE THAT IT SHOULD BE ALLOWED TO RETIRE A LOOP FACILITY . . .WITHOUT NOTIFYING ITS UNE PURCHASERS OF ITS INTENTIONS." (STARKEY AT 83) IS MR. STARKEY RIGHT?

A. No, Mr. Starkey is wrong. If SBC Illinois deploys a FTTH in an overbuild scenario, SBC Illinois must follow one of three options as defined in 47 C.F.R. § 51.319(a)(3)(ii):

1. Maintain the existing copper loop connected to the particular customer premises after deploying the FTTH loop and provide nondiscriminatory access to that copper loop or copper subloop on an unbundled basis, unless SBC Illinois elects

to retire the copper loop or copper subloop pursuant to 47 C.F.R. § 51.319(a)(3)(iii). Should SBC Illinois make the business decision to retire the copper loop or copper subloop when replaced by a FTTH loop, SBC Illinois will, in accordance with the FCC's network disclosure rules, as amended, provide advance notice to CLECs that interconnect with SBC Illinois as provided for in the FCC's network disclosure rules.

2. If SBC Illinois elects to maintain the existing copper loop or copper subloop, SBC Illinois need not incur any expenses to ensure the copper loop or copper subloop remains capable of transmitting signals prior to receiving a request for access pursuant to the paragraph above, in which case SBC Illinois will restore the copper loop or copper subloop to serviceable condition upon request as provided for in the applicable FCC rule, 47 C.F.R. § 51.319(a)(3)(ii)(B).

3. If SBC Illinois retires the copper loop or copper subloop pursuant to the rules of retirement of copper loops or copper subloops, SBC Illinois shall provide nondiscriminatory access to a 64 kilobit per second narrowband transmission path capable of voice-grade service over the FTTH loop on an unbundled basis as provided for in the applicable FCC rule, 47 C.F.R. 47 C.F.R. § 51.319(a)(3)(ii)(C).

Q. IS SBC ILLINOIS PROHIBITED FROM REPLACING COPPER LOOPS OR COPPER SUBLOOPS WITH FTTH LOOPS?

A. No. The FCC declined to impose a blanket prohibition on the ability of incumbent LECs to retire any copper loops or subloops they have replaced with FTTH loops. (TRO at ¶ 281) Several parties, including CLECs and at least one state commission, proposed extensive rules that would require affirmative regulatory approval prior to the retirement of any copper loop facilities. (Id.) The FCC found that such a requirement is not necessary because its existing rules, as amended, serve as adequate safeguards. (Id.) Although the FCC specifically noted it was not preempting the ability of a state commission to evaluate an ILEC's retirement of copper loops to ensure it complies with state legal or regulatory requirements, it is my understanding that the FCC stressed that it was not delegating any authority to the states under federal law to review ILEC loop retirement policies. *See* 47 C.F.R. § 51.319(a)(3)(iii), § 51.319.325(a)(4), § 51.331(c), § 51.333(b)(c) and (f). *See also* TRO 282-283 and FN 829.

Q. HOW SHOULD THE COMMISSION RULE FOR ISSUE 30?

A. The Commission should reject MCI's proposed language for Sections 9.2.1 and 10.15 because (1) it is inconsistent with the FCC's TRO and implementing rules for long-term notices, (2) it would result in a network disclosure process that is preferential to MCI versus the notice that other carriers would receive in accordance with the FCC's rules, which could ultimately lead to unnecessary and contentious disputes or arbitrations, and (3) it would force SBC Illinois to create an additional layer of network disclosure distribution that even MCI itself fails to define.

VII. NGDLC

A. NGDLC ISSUE 1
Contract Reference: ENTIRE APPENDIX Next Generation Digital Loop Carrier (NGDLC)

Q. WHAT PARTY IS RAISING THIS ISSUE?

A. MCI has filed a proposed Next Generation Digital Loop Carrier Appendix ("NGDLC") in this proceeding. MCI did however agree to withdraw its proposed language as to such architecture in Texas.

Q. WHAT IS MCI REQUESTING REGARDING BROADBAND IN THIS PROCEEDING?

A. In direct contravention of the FCC's TRO and implementing rules, MCI is seeking unbundled access to the packetized bandwidth, features, functions and capabilities of SBC Illinois hybrid loops on a end-to-end basis (the Pronto DSL Architecture).[10]

Q. ARE THE COMPONENTS THAT MAKE UP THE BROADBAND ARCHITECTURE CONSIDERED PACKETIZED BANDWIDTH AND PACKET

[10] For clarification, SBC Illinois fully recognizes and there is no dispute as to, the FCC's findings in its TRO and implementing rules which require SBC Illinois to continue to provide unbundled access to a Time Division Multiplexing ("TDM")-based narrowband pathway over its hybrid loops for the deployment of voice-band services by CLECs. Alternatively, the FCC found that in lieu of providing a TDM-based narrowband pathway over its hybrid loops, an ILEC could make available a homerun copper loop. See TRO ¶¶200 and 296 and FN 627 and 47 C.F.R. §51.319(a)(2)(iii). However, MCI's issue in this proceeding does not relate to access to a narrowband pathway over SBC Illinois' hybrid loops for the deployment of voice-grade services. Rather, MCI's proposals relate solely to access to SBC Illinois' Pronto DSL architecture (the packetized bandwidth, features and functions of SBC Illinois hybrid loops), which the FCC and this Commission in its Proposed Order have already found are not subject to unbundling.

SWITCHED FUNCTIONALITIES THAT ARE NOT SUBJECT TO UNBUNDLING?

A. Yes. SBC Illinois' Pronto DSL Architecture and components) fall within the FCC's definition of packet switching functionality and therefore, are clearly not subject to unbundling (e.g., on an end-to-end basis) as proposed by MCI. SBC Illinois' positions as to this issue are addressed in more detail in the testimony of Carol Chapman.

VIII. XDSL-RELATED ISSUES

A. PRICING SCHEDULE ISSUE 5
Issue statement– Should there be a rate for line and station transfer?

Q. IS WORK REQUIRED WHEN PERFORMING A LINE AND STATION TRANSFER (LST) ON A MCI ORDER?

A.. Yes. The LST at issue is work that is performed by SBC Illinois in the maintenance phase in response to a CLEC conditioning-related trouble ticket in lieu of the loop conditioning needed to resolve the CLEC-reported case of trouble. Whereas loop conditioning removes potential interferers from the end-user's exiting pair (the xDSL loop), the LST moves a CLEC's data service from an xDSL inhibiting pair (e.g., either in the feeder or distribution cable) to a pair known to be suitable for xDSL service. This effectively moves the circuit from a pair that will not support xDSL transmission to a pair that will in those instances where a spare xDSL capable cable pair is available in the affected cable. Therefore, in those instances where SBC Illinois can perform an LST (in lieu of conditioning work that SBC Illinois would otherwise perform and for which MCI would be obligated to pay), SBC Illinois is entitled to be compensated for such work that

it is performing in response to an MCI trouble ticket on MCI's behalf. SBC witness Carol Chapman also addresses this issue in her testimony.

B. PRICING SCHEDULE ISSUE 6
Issue statement - Should SBC be permitted to charge differently for removal of non-excessive bridge tap using Removal of All or Non-Excessive Bridged Tap ("RABT") under the modified maintenance process?

Q. IS THE CONDITIONING WORK REQUIRED FOR RABT UNDER THE MODIFIED MAINTENANCE PROCESS THE SAME AS SBC ILLINOIS' STANDARD LOOP CONDITIONING (WHICH IS CONSISTENT WITH APPLICABLE FCC ORDERS, AND INDUSTRY STANDARDS)?

A. No. SBC Illinois' standard loop conditioning offering and associated rates is for the removal of excessive bridged tap, which is bridged tap in excess of 2,500 total feet in length, or 2,000 feet for any single occurrence. Industry standards generally provide that it is only necessary to remove "excessive" bridged tap on a loop for the deployment of xDSL technologies (and not any bridged tap on a loop that is 2,500 feet in length or less – what SBC Illinois refers to as "non-excessive" bridged tap). Therefore, SBC Illinois originally developed its standard loop conditioning offering to only provide for the removal of "excessive" bridged tap from an xDSL loop (in addition to load coils and repeaters). Subsequently, in response to isolated and sporadic requests from its wholesale customers, SBC Illinois also developed an additional loop conditioning offering for the removal of "non-excessive" bridged tap from an xDSL loop (SBC Illinois' Removal of

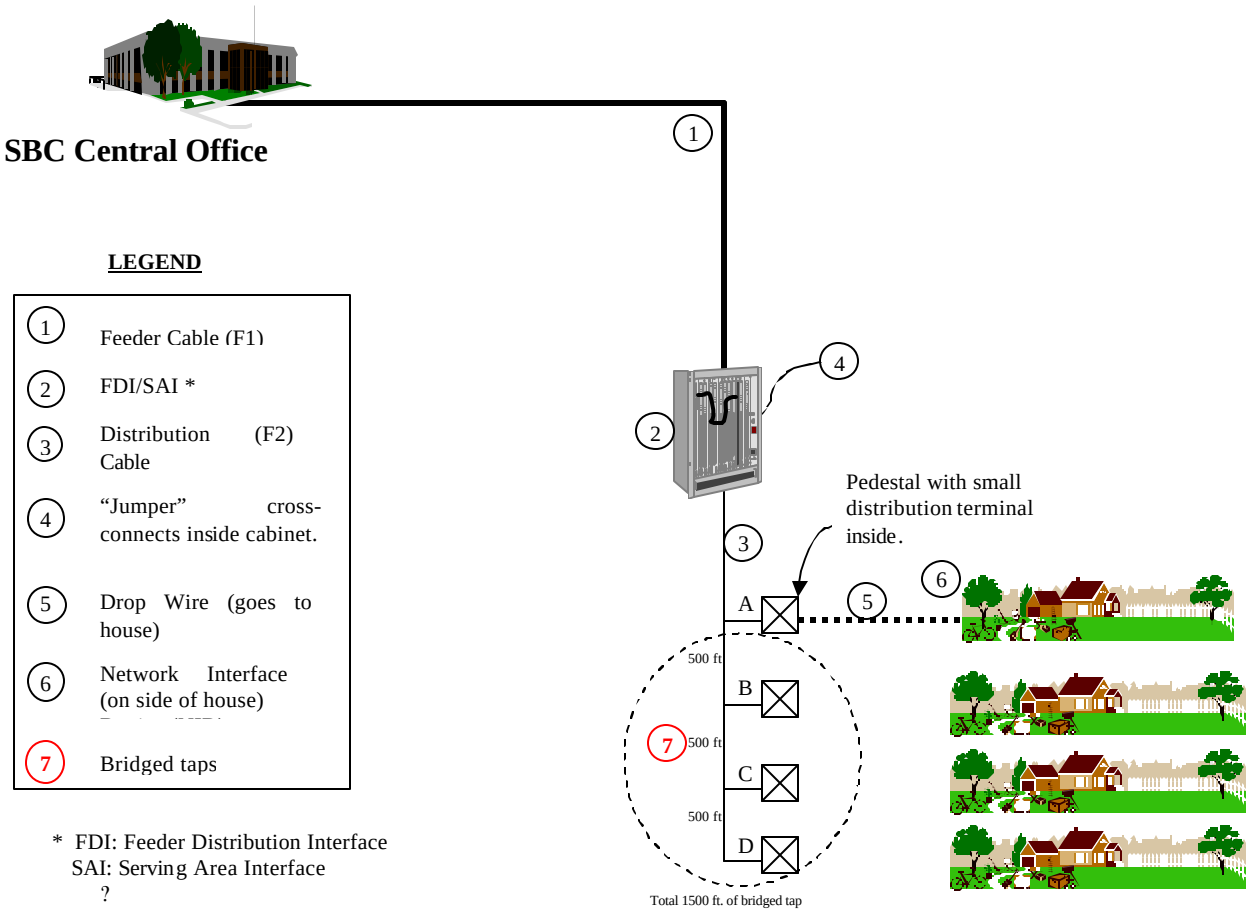
All or Non-Excessive Bridged Tap Offering or "RABT").[11] This additional offering is available to all CLECs upon request. Because the removal of non-excessive or all (i.e., both excessive and non-excessive bridged tap) bridged tap had not been contemplated at the time SBC Illinois' developed its standard loop conditioning offerings and was not factored into SBC Illinois' standard loop conditioning rates previously established by this Commission, SBC Illinois established separate rates for the removal of non-excessive bridged tap in accordance with the FCC's lawful and effective rule relating to line conditioning, 47 C.F.R. §51.319(a)(1)(iii). Under this FCC rule, a CLEC must pay for any loop conditioning it requests and that the ILEC performs on the CLEC's behalf. In fact, the FCC's rule provides that "Incumbent LECs shall recover the costs of line conditioning from the requesting telecommunications carrier in accordance with the Commission's forward-looking pricing principles promulgated pursuant to section 252(d)(1) of the Act and in compliance with rules governing nonrecurring costs in §51.507(e)." 47 C.F.R. 51.319(a)(1)(iii)(B).

Q. FOR BACKGROUND, WHAT IS BRIDGED TAP?

A. Bridged tap is an extension of a copper loop or subloop to several potential points of use, that travel in multiple directions, and which is accessible (via a terminal) at some point within each direction (*e.g.*, to serve neighboring end-user customers).

[11] SBC Illinois uses the term "non-excessive" bridged tap simply as a matter of distinguishing such bridged tap from "excessive" bridged tap. The definition for "non-excessive" bridged tap is bridged tap 2500 feet in total length or less with no single bridged tap exceeding 2,000 feet. SBC Illinois uses the term "all" bridged tap to refer to both "excessive" bridged tap and "non-excessive" bridged tap as defined above.

Once a particular service is activated on the loop, the portion of the loop that continues past the customer's serving terminal, or appears at other locations not on the main path back to the central office are commonly referred to as bridged tap. In the picture below, item number 7 shows the bridged taps. A cable pair that serves an end-user from terminal A may also appear (but not be assigned) at terminal B, C, and D. The length of the cable pair between terminal A and terminal B and beyond is bridged tap.



Q. WHY DOES SBC ILLINOIS DEPLOY BRIDGED TAP IN THE TYPICAL LOOP PLANT ENVIRONMENT?

A. Primarily, the deployment of bridged taps ensures efficient and cost-effective deployment, maintenance, and operation of the local loop network, and provides critical flexibility options for serving future demand. The presence of bridged tap allows a more flexible and efficient use of a loop by extending it to neighboring locations, which ultimately assists in meeting applicable service requirements, while at the same time spreading the cost liability of cable deployment over a larger geographical area. Because loop plant construction is generally completed prior to service requests, distribution cables are deployed to all existing and potential customer sites. For example, in new neighborhoods, the distribution cables may be deployed before any homes are ever built. Additionally, it is not uncommon for a cable pair, feeder or distribution, to have bridged tap (multiple appearances) in the outside plant environment. Bridged tap allows SBC Illinois to have the flexibility it needs to provide service using the outside plant as it has been deployed.

By the appropriate use of bridged tap in its network, a telecommunications provider can limit the size of cables it has to place in the ground in order to provide a flexible network that can be adapted to changing requirements. If the carrier could not employ or maintain bridged tap in its network, it would be faced with two alternatives, neither of which is desirable. First, it could continue to deploy the same number of circuits and let consumers suffer the consequences of an inflexible network that has only very limited potential to change in response to consumer needs. Alternatively, it could install far more

copper in the ground to provide the desired flexibility; provided, however, this option would come at a significantly higher cost given that a substantial portion of those additional facilities would remain unused. In short, bridged tap is an important tool in planning and providing an efficient and flexible network

Q. ARE BRIDGED TAP LENGTHS ADDRESSED BY APPLICABLE INDUSTRY STANDARDS WITH RESPECT TO THE DEPLOYMENT OF xDSL LOOPS?

A. Yes. Carrier Serving Area ("CSA") and American National Standards Institute ("ANSI") guidelines, which represent industry standards, provide policies and guidelines for bridged tap deployment. Furthermore, the ANSI standards for xDSL technologies, referenced in the CSA guidelines, also provide that bridged tap on a loop may not exceed 2,500 feet in length, with no single bridged tap exceeding 2,000 feet in length.[12]

Q. WHAT IS THE POTENTIAL IMPACT OF THE PRESENCE OF BRIDGED TAP ON THE DEPLOYMENT OF XDSL?

A. Bridged tap has a variable impact on the performance of xDSL-based services. Given the variability in the service bit-rates, the many different types of DSL technologies, working

[12] See American National Standard ("ANSI") T.1.417-2001 (Spectrum Management for Loop Transmission System) Annex B, section B.1.3, subsection C, titled "Total bridged tap length may not excess 2.5-kft. No single bridged tap may exceed 2.0-kft." ANSI is one of the primary U.S. standards organizations that oversees approximately 275 Accredited Standards Developers ("ASD") that draft the standards adopted by ANSI. ANSI sets policy, reviews the ASD's rules, and establishes consistent patent policies. Some of the ASDs which perform services on ANSI's behalf are: ATIS-Alliance for Telecommunications Industry Solutions (TI Committee), IEEE-Institute of Electrical and Electronic Engineers, and EIA – Electronic Industries Alliance. See also two publications referencing bridged taps: ("Understanding Digital Subscriber Line Technology" by Starr, Cioffi, and Silverman pages 57-58, 74, and "DSL Advances" by Starr, Sorbara, Cioffi, and Silverman pages 90-91, 195-196).

loop length, and extrinsic factors (such as noise), a unique case-by-case analysis by a skilled engineer is required to determine the specific impact of a particular instance of bridged tap. That said, removal of "excessive bridged taps," even if other "non-excessive" bridged taps remain on the loop, will generally be sufficient to resolve any impact on the provision of xDSL-based services. Hence, SBC Illinois' standard loop conditioning offering (available in the xDSL loop and xDSL subloop provisioning phase) is limited to removing "excessive bridged taps." In those limited instances in which non-excessive bridged taps may impact the provision of xDSL-based services, the CLECs can take advantage of SBC Illinois' RABT offering. The RABT offering allows a CLEC to request the removal of "non-excessive" bridged tap via trouble ticket after the xDSL loop has been provisioned (in the maintenance phase).

Q. WHAT TOTAL SUM OF ALL LENGTHS OF BRIDGED TAP ON A LOOP ARE TYPICALLY ACCEPTABLE FOR xDSL SERVICE?

A. Consistent with industry standard, loops are acceptable for xDSL technologies if the sum of all bridged tap lengths on a loop total 2,500 feet or less with no single bridged tap exceeding 2,000 feet in length.[13] By industry standards and practice, bridged tap lengths totaling more than 2,500 feet, as well as the presence of any single bridged tap exceeding 2,000 feet in length, would generally be considered "excessive" for the deployment of xDSL service. Industry standards generally do not require removal of "non-excessive"

[13] http://www.tektronix.com/Measurement/cgi-bin/framed.pl?Document=/Measurement/App_Notes/xDSL/sld015.html&FrameSet=communications

bridged tap and, therefore, the ANSI industry standard is to leave non-excessive bridged tap in place when conditioning a loop.

Q. IN GENERAL, IS IT NECESSARY TO REMOVE ALL BRIDGED TAP FROM A LOOP FOR XDSL-BASED SERVICE TO BE PROVIDED OVER THE LOOP?

A. No. Industry estimates indicate that 75% of deployed local loops have bridged tap. Of those, the majority will carry DSL service with the bridged tap in place.[14] Further, Industry estimates reveal that approximately 30% of loops with bridged taps will not carry service even after removing all bridged taps.[15] Thus, the removal of all bridged tap would not come close to being a "cure-all" for provisioning of xDSL-based services over xDSL loops and xDSL subloops. Moreover, technological advances in xDSL-related products, equipment, and services could eventually obviate the need to remove any bridged taps. To that end, broadband equipment manufacturers have designed DSL equipment to reduce or potentially eliminate any adverse effect of non-excessive bridged tap. Indeed, at least one manufacturer advertises its DSL equipment as being unaffected by bridged tap and changes in wire gauge.[16]

[14] http://www.teradyne.com/prods/btd/news/12-12-00.html. Teradyne is a leading testing and interconnection solutions provider in the semiconductor, telecommunications, computer, and Internet industries.

[15] http://www.teradyne.com/prods/btd/news/12-12-00.html. Teradyne is a leading testing and interconnection solutions provider in the semiconductor, telecommunications, computer, and Internet industries.

[16] See DSL product documentation for ADTRAN Incorporated (http://www.adtran.com), Alcatel (http://www.alcatel.com), and Paradyne Corporation (http://www.paradyne.com).

Q. GIVEN THIS INFORMATION, IS IT GENERALLY NECESSARY TO REMOVE "NON-EXCESSIVE" BRIDGED TAPS FROM A LOOP TO MAKE IT XDSL CAPABLE?

A. No. The majority of loops will carry a DSL signal without the removal of any bridged tap on the loop, much less the removal of non-excessive bridged tap. As I mentioned above, bridged tap provides an important function in network planning and engineering in connection with the deployment of voice service (for all carriers that rely on the PSTN to deploy voice band services), as well as maintenance and flexibility of the network. Under SBC Illinois' existing, standard processes, SBC Illinois will, upon a CLEC's request, perform loop conditioning to remove "excessive" bridged tap, load coils and repeaters in the xDSL loop (and xDSL subloop) provisioning phase.[17]

Q. DOES SBC ILLINOIS HAVE A GENERAL OFFERING FOR THE REMOVAL OF "NON-EXCESSIVE" BRIDGED TAP?

A. Yes. As I mentioned above, based on CLEC input and at the request of its wholesale customers, SBC Illinois developed its RABT offering several years ago, which provides for the removal of non-excessive bridged tap. Under this RABT offering, a CLEC may request the removal of non-excessive bridged tap after the original order is completed by submitting a trouble ticket associated with an xDSL loop or xDSL subloop. Therefore, in those rare and isolated instances where "non-excessive" bridged tap impacts the deployment of xDSL-based service over that loop, SBC Illinois will remove such bridged

tap (*i.e.*, conditioning beyond that called for by industry standards) when requested by a CLEC via a trouble ticket.

Q. WHY SHOULD SBC ILLINOIS BE CONTINUED TO ALLOW A SEPARATE CHARGE FOR THE REMOVAL OF NON-EXCESSIVE OR ALL BRIDGED TAP?

A. As an initial matter, as noted above, SBC Illinois' existing conditioning rates for the removal of excessive bridged tap, load coils and repeaters in Illinois did not contemplate or include the removal of "non-excessive" bridged tap from a loop. In addition, it would not be appropriate for conditioning to remove non-excessive bridged tap to be factored into the same rate as conditioning for the removal of excessive bridged tap. If for example, SBC Illinois were required to perform new cost studies for conditioning which factor in both the removal of non-excessive and excessive bridged tap for purposes of establishing a single rate, the end result would be that CLECs would request the removal of "all" bridged tap in every case in connection with xDSL loop or xDSL subloop provisioning (and not just the removal of "excessive" bridged tap), including those situations where such conditioning is not needed (which is almost every case). In addition, this would inappropriately require that all CLECs incur the costs of this non-standard conditioning even though less than a handful of CLECs have requested the removal of non-excessive or all bridged tap. Effectively allowing some CLECs to preemptively demand that all bridged tap on a circuit be removed as the default for

[17] Although not required to do so, SBC Illinois continues to voluntarily condition xDSL loops less than 12,000 feet

conditioning requests, even when such removal is not necessary to provide a DSL-capable loop, would be unwise and should be rejected by the Commission. Rather, non-excessive bridged tap should only be removed when necessary for a CLEC to successfully deploy its chosen xDSL-based technology over an xDSL loop or xDSL subloop (*i.e.*, following provisioning in the maintenance phase).

Q. WHY WOULD REMOVING "ALL" BRIDGED TAP (AS OPPOSED TO "EXCESSIVE" BRIDGED TAP ONLY) FROM AN XDSL LOOP/XDSL SUBLOOP WHEN NOT NECESSARY HAVE A NEGATIVE IMPACT ON SBC ILLINOIS' NETWORK?

A. Removing all bridged tap on every CLEC request for loop conditioning would prevent such loops from being used at any location other than the specific end-user's premises being served by the data CLEC (which requested that all such bridged tap be removed). If the Commission were to effectively require SBC Illinois to remove all bridged tap from every CLEC requested loop, SBC Illinois' ability to design a cost-efficient network would be severely diminished. Moreover, such a requirement would undermine SBC Illinois' ability to effectively manage and deploy its network, and provide much needed network flexibility. For example, when an end-user disconnected its xDSL-based service, the loop would be stranded under the CLECs' proposal. At that point, SBC Illinois would have to reattach bridged tap back onto the loop to provide any service over that loop to other locations within the same vicinity. The expense of reattaching bridged

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to remove "excessive" bridged tap, load coils and repeaters at no charge to CLECs.

tap back onto a loop, when it was needlessly removed from the start, would be uneconomical and unproductive. In addition to increasing costs, the CLECs' proposal would undermine much needed network management flexibility. Intervals for xDSL loops and xDSL subloops would also suffer if SBC Illinois were required to remove all bridged tap in connection with xDSL loop and xDSL subloop provisioning, as extra time would be required to remove all bridged tap. SBC witness Carol Chapman addresses these issues from a product perspective.

IX. LINE SPLITTING

A. LINE SPLITTING ISSUE 7

Issue Statement: Should SBC Illinois' mechanized loop testing be limited to when MCI is leasing the ULS-ST UNE in an Line Splitting arrangement?
Contract Reference: APPENDIX LINE SPLITTING 8.6.1.

Q. WHAT IS THE DISPUTE WITH RESPECT TO THIS ISSUE?

A. The dispute involves MCI's demand that SBC to provide Mechanized Loop Testing (MLT) when MCI is providing CLEC Switched Line Splitting in a Line Splitting arrangement. As indicated in its proposed language for Sections 8.6.1, it is SBC Illinois' position that it is only obligated to provide MLT Testing in Line Sharing where SBC is the provider of the voice service.

MLT is a function of the switching equipment access using the telephone number assigned to the circuit. If the CLECs do not order switch based services, SBC Illinois can not provide MLT testing. There is no MLT or other remote testing functionality available

for the xDSL loop portion of a line splitting arrangement. If the CLECs provide their own switching, they should be able to provide similar testing functions from their switch.

Q. CAN SBC ILLINOIS PROVIDE MLT TESTING FOR LINE SPLITTING CAPABILITIES TO CLECS WHO DO NOT ENGAGE IN PURCHASING UNBUNDLED LOCAL SWITCHING FROM SBC ILLINOIS?

A. No. SBC Illinois in no way has any responsibility or ability to facilitate an arrangement between two CLECs or maintain records for two CLECs who have mutually agreed to do business together e.g., two CLECs who have elected to enter into a voluntary line splitting arrangement (using CLEC-provided switching). SBC Illinois utilizes MLT Testing for testing Loop parameters as a function of the switch. If MCI is not leasing any switch functionality from SBC Illinois, SBC Illinois cannot provide switch features to MCI. When CLECs enter into a partnering line splitting relationship with each other, SBC Illinois has no MLT capabilities of performing any tests on that CLEC's loop facility. As explained above, the MLT testing is part of the function of the switching equipment access using the telephone number assigned to the circuit.

Q. HAS SBC PROVIDED AN EXPLANATION AS TO WHY MLT SHOULD ONLY BE MADE AVAILABLE TO MCI WHEN IT IS LEASING LOCAL CIRCUIT SWITCHING?

A. Yes. SBC Illinois has proposed language that reflects and clarifies that the MLT access to loop information will be provided to MCI if and when MCI is leasing Unbundled

Local Switching Ports with Shared Transport ("ULS-ST"). If the MCI provide their own switching, they should be able to provide similar testing functions from their switch.

B. LINE SPLITTING ISSUE 8
Issue Statement: What terms and conditions should apply for Line Splitting turn-up test.
Contract Reference: Line Splitting Appendix Sections 2.7 and 10 (all).

Q. WHAT IS THE DISPUTE WITH RESPECT TO THIS ISSUE?

A. The dispute involves MCI's proposal to include Sections 2.7 and 10 of the Line Splitting Appendix language associated with a turn-up test, that mirrors the language to which the Parties' have agreed under their Appendix Line Sharing in connection with a Line Sharing Turn-Up test which SBC Illinois offers only in connection with (and that is specific by its very nature to) the HFPL. SBC Illinois objects to MCI's proposed language because the Line Sharing Turn-Up Test has no application to stand-alone xDSL loops used in a line splitting arrangement and therefore, SBC Illinois disputes MCI's proposal to apply a test specific to the HFPL, particularly when SBC Illinois offers similar testing specific to stand-alone xDSL loops used in a line splitting arrangement. In this respect, MCI's DPL position statement and their witness, Mr. Tenerrelli, refer to a specific document called "SBC &CLEC Joint Line Sharing Turn-up Test Procedure" which can be found on the CLEC Online website accessible by the CLEC's. A similar document does not exist on this website covering Line Splitting turn up test procedures. The absence of a similar document does not mean that similar procedures are not followed by SBC's central office personnel when provisioning Line Splitting service

orders or that SBC has refused to perform the necessary test to verify correct provisioning. The misunderstanding really stems from MCI's demand that a similar document be produced and posted to cover procedures used in provisioning Line Splitting.

Q. WHY WAS THE SBC & CLEC JOINT LINE SHARING TURN-UP TEST PROCEDURE DEVELOPED AND POSTED TO CLEC ONLINE?

A. The Turn-up Test was developed as an undertaking of the Line Sharing Collaborative meetings which were held early in the deployment of Line Sharing about four years ago. The need for this document was determined due to trouble reports following provisioning of Line Sharing orders. At that time, Line Sharing was a new service with different wiring requirements due to the connections required to get the dial tone passed through to the CLEC DSLAM equipment and back to the MDF. Methods and Procedures were not as detailed as necessary and were not consistent across SBC regions at this time. SBC agreed with the CLECs that an additional detailed document would resolve some of the provisioning issues being encountered. The document detailed the steps to be taken by SBC's central office personnel to determine if the Line Sharing orders had been wired correctly and to trouble shoot any problems encountered. These included verifying the correct phone number after wiring and visually inspecting the cross connects as mentioned by Mr. Tenerelli. The document was actually used as a training aid for the technicians performing this work in the central offices.

Q. IS THERE A NEED FOR A SIMILAR DOCUMENT TO BE ESTABLISHED AND POSTED ON CLEC ONLINE WHICH DETAILS THE PROCEDURES USED FOR TURN UP TESTING OF CIRCUITS USED IN A LINE SPLITTING ARRANGEMENT?

A. No. SBC Illinois personnel follow process which fully cover the testing that is performed by SBC Illinois in connection with the turn up testing to be performed during the provisioning of an xDSL loop, irrespective of whether such loop is to be used by a single CLEC for the deployment of xDSL-based service or both voice and xDSL-based service or by two CLECs for purposes of "line splitting The types of wiring involved in making these connections is much more familiar to SBC's central office personnel than in the early days of Line Sharing deployment. Many of these processes are identical to those steps outlined in the Line Sharing Turn Up Test. Establishment of a new and separate document would be unnecessary and redundant. Mr. Tenerelli unfairly and incorrectly represents SBC's position on this matter by indicating that SBC refuses to perform the testing necessary to verify accuracy during the provisioning process. This simply is not the case. SBC objects to MCI's proposed language because it indicates a need to establish a specific document similar to the one originally used for Line Sharing when there is no real need to do so.

Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes.