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ORIGINAL

EXCEPTION

BEFORE THE ARIZONA CORPORATION COMMISSION RECEIVED

WILLIAM A. MUNDELL
Chairman
JAMES M. IRVIN
Commissioner
MARC SPITZER
Commissioner

Arizona Corporation Commission

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IN THE MATTER OF U S WEST)
COMMUNICATIONS, INC.'S)
COMPLIANCE WITH § 271 OF THE)
TELECOMMUNICATIONS ACT OF 1996)

Docket No. T-00000A-97-0238

**EXCEPTIONS TO THE RECOMMENDATION OF THE
ADMINISTRATIVE LAW JUDGE**

AT&T hereby files its exceptions to the recommendation of the Administrative Law Judge on Section 271-Emerging Services it received on October 4, 2001, stating as follows:

AT&T filed its Objections to the Draft Report on Qwest Compliance with Section 271 Emerging Services on or about July 19, 2001. In AT&T's filing, it took issue to certain recommendations made by Staff of the Arizona Corporation Commission on various emerging services issues. As the Order prepared by Administrative Law Judge adopts the positions taken by the Arizona Corporation Commission Staff, AT&T incorporates, by reference, all testimony, comments and pleadings proffered by AT&T on the issue of emerging services submitted to the Arizona Corporation Commission.

AT&T further reserves the right to argue its position on emerging services issues further

to the Arizona Corporation Commission, the Federal Communications Commission, and/or any relevant court of law.

While AT&T notes that it has brought issues with both the Qwest proffered SGAT language and the Staff's Report on the "emerging services" language to the attention of the Staff of the Arizona Corporation Commission, due to negotiation by AT&T and Qwest subsequent to Arizona workshops on the "emerging service" issue of subloop, Qwest has agreed to make significant changes to SGAT language in various states. A copy of the changes is enclosed as Attachment A. The Washington record verifying that Qwest has adopted those changes is attached as Attachment B. Furthermore, a letter verifying that Qwest would adopt the changes at issue in Colorado is attached as Attachment C.

While these changes do not alleviate certain AT&T concerns about the ability to access subloop on a nondiscriminatory basis (e.g. a manual LSR requirement to access subloop), the Qwest proffered language attached as Attachment A represents significant change of position by Qwest on the issue. As Qwest has proffered the language for use in other states, there is no reason that Qwest should not be required to proffer such language in Arizona.

Accordingly, AT&T would request that the Administrative Law Judge and/or the Arizona Corporation Commission require Qwest to adopt the §9.3 Subloop language attached as Attachment A herein.

Respectfully submitted this 8th day of October 2001.

**AT&T COMMUNICATIONS
OF THE MOUNTAIN STATES, INC.
AND AT&T LOCAL SERVICES ON
BEHALF OF TCG PHOENIX**

By:  _____

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Replacements
Q 1020

9.3 Subloop Unbundling

9.3.1 Description

9.3.1.1 A Subloop is defined as any portion of the Loop that it is technically feasible to access at terminals in Qwest's outside plant, including inside wire. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole, pedestal, network interface device, minimum point of entry, single point of Interconnection, main distribution frame, remote terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). This section does not address Dark fiber Subloop which is addressed in Section 9.7.

9.3.1.1.1 Building terminals within or physically attached to a privately owned building in a Multi-Tenant Environment (MTE) are one form of accessible terminal. Throughout Section 9.3 the Parties obligations around such "MTE terminals" are segregated because Subloop terms and conditions differ between MTE environments and non-MTE environments.

9.3.1.1.1.1 MTE Terminals: Accessible terminals within a building in a MTE environment or accessible terminals physically attached to a building in a MTE environment. Qwest Premises located on real property that constitutes a campus environment, yet are not within or physically attached to a non-Qwest owned building, are not considered MTE Terminals.

9.3.1.1.1.2 Detached Terminals: All accessible terminals other than MTE Terminals.

9.3.1.1.2 For any configuration not specifically addressed in this SGAT, the conditions of CLEC access shall be as required by the particular circumstances. These conditions include: (1) the degree of equipment separation required, (2) the need for separate cross-connect devices, (3) the interval applicable to any collocation or other provisioning requiring Qwest performance or cooperation, (4) the security required to maintain the safety and reliability of the facilities of Qwest and other CLECs, (5) the engineering and operations standards and practices to be applied at Qwest facilities where they are also used by CLECs for subloop element access, and (6) any other requirements, standards or practices necessary to assure the safe and reliable operation of all carriers' facilities.

9.3.1.1.3 Any party may request, under any procedure provided for by this SGAT for addressing non-standard services or network conditions, the development of standard terms and conditions for any configuration(s) for which it can provide reasonably clear technical and operational characteristics and parameters. Once developed through such a process, those terms

and conditions shall be generally available to any CLEC for any configuration fitting the requirements established through such process.

9.3.1.1.4 Prior to the development of such standard terms and conditions, Qwest shall impose in the six areas identified in Section 9.3.1.1.2 above only those requirements or intervals that are reasonably necessary.

9.3.1.2 Standard Subloops available.

- a) Two-Wire/Four Wire Unbundled Distribution Loop
- b) DS1 Capable Unbundled Feeder Loop
- c) Two-Wire/Four Wire Non-loaded Distribution Loop
- d) Intrabuilding Cable Loop

9.3.1.3 Standard Subloop Access

9.3.1.3.1 Accessing Subloops in Detached Terminals: Subloop Unbundling is available after a CLEC requested Field Connection Point (FCP) has been installed within or adjacent to the Qwest accessible terminal. The FCP is a demarcation point connected to a terminal block from which cross-connections are run to Qwest Subloop elements.

9.3.1.3.2 Accessing Subloops in MTE Terminals: Subloop Unbundling is available after CLEC has notified Qwest of its intention to Subloop unbundle in the MTE, during or after an inventory of CLEC's terminations has been created, and CLEC has constructed a cross-connect field at the building terminal.

9.3.1.3.2.1 Reserved for Future Use

9.3.1.3.2.2 Reserved for Future Use

9.3.1.4 Field Connection Point

9.3.1.4.1 Field Connection Point (FCP) is a demarcation point that allows CLEC to interconnect with Qwest outside of the central office location where it is technically feasible. The FCP interconnects CLEC facilities to a terminal block within the accessible terminal. The terminal block allows a technician to access and combine Unbundled Subloop elements. When a FCP is required, it must be in place before Subloop orders are processed.

9.3.1.4.2 Placement of a FCP within a Qwest Premises for the sole purpose of creating a cross-connect field to support Subloop unbundling constitutes a "Cross-Connect Collocation."

9.3.1.4.2.1 The terms, conditions, intervals and rates for Cross-Connect Collocation are found within section 9.3.

9.3.1.4.2.2 To the extent that CLEC places equipment in a Qwest Premises that requires power and or heat dissipation, such Collocation is governed by the Terms of Section 8 and does not constitute a Cross-Connect Collocation.

9.3.1.4.3 A FCP arrangement can be established either within a Qwest accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when technically feasible, CLEC may place the FCP in an adjacent terminal. CLEC will have access to the equipment placed within the Collocation for maintenance purposes. However, CLEC will not have access to the FCP Interconnection point.

9.3.1.5 MTE Point of Interconnection (MTE-POI)

9.3.1.5.1 A MTE-POI is necessary when CLEC is obtaining access to the Distribution Loop or Intrabuilding Cable Loop from an MTE Terminal. CLEC must create the cross-connect field at the building terminal that will allow CLEC to connect its facilities to Qwest's Subloops. The demarcation point between CLEC and Qwest's facilities is the MTE-POI.

9.3.1.6 Once a state has determined that it is technically feasible to unbundle Subloops at a designated accessible terminal, Qwest shall either agree to unbundle at such access point or shall have the burden to demonstrate, pursuant to the dispute resolution provisions of this Agreement, that it is not technically feasible, or that sufficient space is not available to unbundle Subloop elements at such accessible terminal.

9.3.1.7 Qwest shall provide access to additional Subloop elements, e.g. copper feeder, to CLEC where facilities are available pursuant to the Special Request Process in Exhibit F.

9.3.2 Standard Subloops Available

9.3.2.1 Distribution Loops

9.3.2.1.1 Two-Wire/Four-Wire Unbundled Distribution Loop: a Qwest provided facility from the Qwest accessible terminal to the demarcation point or Network Interface Device (NID) at the end user location. The Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services. CLEC can obtain access to this unbundled element at any technically feasible accessible terminal.

9.3.2.1.2 Two-Wire/Four-Wire Non-Loaded Distribution Loop: a Qwest provided facility without load coils and excess bridged taps from the Qwest accessible terminal to the demarcation point or Network Interface Device (NID) at the end user location. When CLEC requests a Non-Loaded Unbundled Distribution Loop and there are none available,

Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload a Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Distribution Loop by removing load coils and excess bridged taps (i.e., "unload" the Loop). CLEC may be charged the cable unloading and bridged taps removal non-recurring charge in addition to the Unbundled Loop installation non-recurring charge. If a Qwest technician is dispatched and no load coils or bridged taps are removed, the non-recurring conditioning charge will not apply. CLEC can obtain access to this unbundled element at any technically feasible accessible terminal.

9.3.2.1.3 Intrabuilding Cable Loop: a Qwest provided facility from the building terminal inside a MTE to the demarcation point at the end user customer premises inside the same building. This Subloop element only applies when Qwest owns the intrabuilding cable.

9.3.2.1.4 To the extent CLEC accesses Subloop in a campus environment from an accessible terminal that serves multiple buildings, CLEC can access these Subloops by ordering a Distribution Loop pursuant to either Section 9.3.2.1.1 or 9.3.2.1.2. A campus environment is one piece of property, owned by one person or entity, on which there are multiple buildings.

9.3.2.2 Feeder Loops

9.3.2.2.1 DS1 Capable Unbundled Feeder Loop is a digital transmission path that is provisioned from a Qwest central office network interface, which consists of a DSX-1 panel or equivalent, to the accessible terminal. The DS1 Capable Unbundled Feeder Loop transports bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s.

9.3.3 MTE Terminal Subloop Access: Terms and Conditions

9.3.3.1 Access to Distribution Loops or Intrabuilding Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Remote Collocation is not necessary because CLEC can access the Subloop without placing facilities in a Qwest Premises.

9.3.3.2 To obtain such access, CLEC shall complete the "MTE-Access Ordering Process" set forth in Section 9.3.5.4.

9.3.3.3 The optimum point and method to access Subloop elements will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security. CLEC may access the MTE Terminal as a test access point.

9.3.3.4 CLEC will work with the MTE building owner to determine where to terminate its facilities within the MTE. CLEC will be responsible for all work associated with bringing its facilities into and terminating the

facilities in the MTE. CLEC shall seek to work with the building owner to create space for such terminations without requiring Qwest to rearrange its facilities.

9.3.3.5 If there is space in the building for CLEC to enter the building and terminate its facilities without Qwest having to rearrange its facilities, CLEC must seek to use such space. In such circumstances, an inventory of CLEC's terminations within the MTE shall be input into Qwest's systems to support Subloop orders before Subloop orders are provisioned or in conjunction with the first subloop order in the MTE. Qwest shall have five (5) calendar days from receipt of a written request from CLEC, in addition to the interval set forth in Section 9.3.5.4.1, to input complete ~~an~~ the inventory of CLEC's terminations into its systems and submit the data into its systems. Qwest may seek an extended interval if the work cannot reasonably be completed within the stated interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain the extended interval. If CLEC submits a subloop order before Qwest inputs the inventory into its systems, Qwest shall process the order in accord with Section 9.3.5.4.1.

9.3.3.6 If CLEC connects Qwest's Subloop element to CLEC's facilities using any temporary wiring or cut-over devices, CLEC shall remove any remaining temporary wiring or cut-over devices ~~them~~ and install permanent wiring within ~~thirtyninety~~ (3090) calendar days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code.

9.3.3.7 If there is no space for CLEC to place its building terminal or no accessible terminal from which CLEC can access such Subloop elements, and Qwest and CLEC are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MDU, Qwest will either rearrange facilities to make room for CLEC or construct a single point of access that is fully accessible to and suitable for CLEC. In such instances, CLEC shall pay Qwest a non-recurring charge, which shall be ICB, based on the scope of the work required.

If CLEC requests that a new SPOI be established then CLEC shall pay Qwest a non-recurring charge that shall be ICB, based on the scope of the work required.

If the MTE terminal is hard wired in such a manner that a network Demarcation Point cannot be created, Qwest will rearrange the terminal to create a cross-connect field and Demarcation Point. ~~the c~~Charges for such rearrangement shall be recovered through recurring charges.

9.3.3.7.1 If Qwest must rearrange its MTE Terminal to make space for CLEC, Qwest shall have forty-five (45) calendar days from receipt of a written request from CLEC to complete the rearrangement. Qwest may

seek an extended interval if the work cannot reasonably be completed within forty-five (45) calendar days. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.3.7.2 If Qwest must construct a new detached terminal that is fully accessible to and suitable for CLEC, the interval for completion shall be negotiated between the Parties on an Individual Case Basis.

9.3.3.7.3 CLEC may cancel such ~~MTE Access~~ request to construct an FCP or SPOI prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest as well as any costs necessary to restore the property to its original condition.

9.3.3.8 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE. This does not preclude normal rearrangement of wiring or jumpering necessary to connect inside wire or intrabuilding cable to CLEC facilities in the manner described in the MTE Access Protocol. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.4 Detached Terminal Subloop Access: Terms and Conditions

9.3.4.1 Except as to access at an MTE Terminal, access to unbundled Subloop elements at an accessible terminal must be made through a Field Connection Point (FCP) in conjunction with either a Cross-Connect Collocation or, if power and/or heat dissipation is required, a Remote Collocation.

9.3.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, CLEC may opt to use Adjacent Collocation to the extent it is technically feasible. Such adjacent access shall comport with NEBS Level 1 safety standards

9.3.4.2.1 Reserved for Future Use

9.3.4.3 Field Connection Point

9.3.4.3.1 Qwest is not required to build additional space for CLEC to access Subloop elements. When technically feasible, Qwest shall allow CLEC to construct its own structure adjacent to Qwest's accessible terminal. CLEC shall obtain any necessary authorizations or rights of way

required (which may include obtaining access to Qwest rights of way, pursuant to section 10.8 of this Agreement) and shall coordinate its facility placement with Qwest, when placing their facilities adjacent to Qwest facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Subloop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

9.3.4.3.2 The optimum point and method to access Subloop elements will be determined during the Field Connection Point process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

9.3.4.3.3 CLEC must identify the size and type of cable that will be terminated in the Qwest FCP location. Qwest will terminate the cable in the Qwest accessible terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI at the request of CLEC if technically feasible, all reconfiguration costs to be borne by CLEC. In this situation only, Qwest shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Qwest to seek to resolve obstacles that Qwest may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Qwest to obtain such authorizations or rights of way shall be excluded from the time Qwest is expected to provision the Collocation. CLEC will be responsible for placing the cable from the Qwest FCP to its equipment. Qwest will perform all of the initial splicing at the FCP.

9.3.4.3.4 CLEC may cancel a Collocation associated with a FCP request prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest.

9.3.4.3.5 If the Parties are unable to reach an agreement on the design of the FCP through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process pursuant to the Terms and Conditions Dispute Resolution Section. Alternatively, CLEC may seek arbitration under Section 252 of the Act with the Commission, wherein Qwest shall have the burden to demonstrate that there is insufficient space in the accessible terminal to accommodate the FCP, or that the requested Interconnection is not technically feasible.

9.3.4.4 At no time shall either Party rearrange the other Party's facilities within the accessible terminal or otherwise tamper with or damage the other Party's facilities. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.5. Ordering/Provisioning

9.3.5.1 All Subloop Types

9.3.5.1.1 CLEC may order Subloop elements through the Operational Support Systems described in Section 12.

9.3.5.1.2 CLEC shall identify Subloop elements by NC/NCI codes.

9.3.5.2 Additional Terms for Detached Terminal Subloop Access

9.3.5.2.1 CLEC may only submit orders for Subloop elements after the FCP is in place. The FCP shall be ordered pursuant to Section 9.3.5.5. CLEC will populate the LSR with the termination information provided at the completion of the FCP process.

9.3.5.2.2 Qwest shall dispatch a technician to run a jumper between its Subloop elements and CLEC's Subloop elements. CLEC shall not at any time disconnect Qwest facilities or attempt to run a jumper between its Subloop elements and Qwest's Subloop elements without specific written authorization from Qwest.

9.3.5.2.3 Once the FCP is in place, the Subloop provisioning intervals contained in Exhibit C shall apply.

9.3.5.3 Reserved for Future Use

9.3.5.4 Additional Terms for MTE Terminal Subloop Access - MTE-Access Ordering Process

9.3.5.4.1 CLEC shall notify its account manager at Qwest in writing, including via e-mail, of its intention to provide access to customers that reside within a MTE. Upon receipt of such request, Qwest shall have up to ten (10) calendar days to notify CLEC and the MTE owner whether Qwest believes it or the MTE owner owns the intrabuilding cable.

In the event that there has been a previous determination of on-premises wiring ownership at the same MTE, Qwest shall provide such notification within two (2) business days. In the event that CLEC provides Qwest with a written claim by an authorized representative of the MTE owner that such owner owns the facilities on the customer side of the terminal, the preceding ten (10) day period shall be reduced to five (5) calendar days from Qwest's receipt of such claim.

9.3.5.4.2 If the MTE owner owns the facilities on the customer side of the terminal, CLEC may obtain access to all facilities in the building in accordance with Section 9.5 concerning access to unbundled NIDs.

9.3.5.4.3 If Qwest owns the facilities on the customer side of the

~~terminal and if CLEC requests space, CLEC shall notify Qwest in writing of whether the building owner has provided space for CLEC to enter the building and terminate its facilities or whether and Qwest must rearrange facilities or construct new facilities to accommodate such access, CLEC shall notify Qwest. Upon receipt of such notification, the intervals set forth in Section 9.3.3 shall begin.~~

9.3.5.4.4 CLEC may only submit orders for Subloop elements after ~~the inventory is complete and, if necessary, the facilities are rearranged and/or a new facility constructed, if either are necessary.~~ CLEC will populate the LSR with the termination information provided by CLEC at the completion of the inventory process except when submitting LSRs during the creation of the inventory.

9.3.5.4.5 If CLEC ordered Intrabuilding Cable Loop, CLEC shall dispatch a technician to run a jumper between its Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI in accordance with the MTE Access Protocol. If CLEC ordered a Subloop type other than Intrabuilding Cable Loop, Qwest will dispatch a technician to run a jumper between CLECs Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI. ~~In addition, CLEC shall not at any time disconnect Qwest facilities or attempt to run a jumper between its Subloop elements and Qwest's Subloop elements without specific written authorization from Qwest. CLEC, at its option, may request that Qwest run the jumper for Intrabuilding cable in MTEs when the inventory is done and a complete LSR has been submitted.~~

9.3.5.4.5.1 When CLEC accesses a MTE Terminal, it shall employ generally accepted best engineering practices in accordance with industry standards. CLEC shall clearly label the cross-connect wires it uses. CLEC wiring will be neatly dressed. When CLEC accesses Subloops in MTE Terminals, it shall adhere to Qwest's Standard MTE Terminal Access Protocol unless the Parties have negotiated a separate document for such Subloop access. If CLEC requests a MTE Terminal access protocol that is different from Qwest's Standard MTE Terminal Access Protocol, Qwest shall negotiate with CLEC promptly and in good faith toward that end.

9.3.5.4.5.2 ~~Reserved for Future Use Access to Intrabuilding Cable Loop at MTE Terminals without a cross-connect field:~~

9.3.5.4.5.2.1 ~~Reserved for Future Use To the extent CLEC seeks access to a MTE Terminal that does not contain a cross-connect field, CLEC shall not rearrange Qwest's facilities.~~

9.3.5.4.5.2.2 ~~Reserved for Future Use To the extent CLEC seeks access to a MTE Terminal that does not contain a cross-connect field, but that is connected to an adjacent MTE Terminal with a cross-connect field.~~

~~CLEC shall access each Subloop via the adjacent MTE Terminal with a cross-connect field.~~

~~9.3.5.4.5.2.3 Reserved for Future Use To the extent CLEC seeks access to a MTE Terminal that does not contain a cross-connect field and is not connected to an adjacent MTE Terminal with a cross-connect field, CLEC shall access each Subloop in such a MTE Terminal using a bridging clip that overlays Qwest's termination pin for the particular end user customer on the connecting terminal block, and CLEC shall replace the Qwest line protector dedicated to that end user customer with a service denial protector or equivalent DC continuity interruptor. The details of this practice shall be contained within the MTE Terminal access protocol referenced in section 9.3.5.4.5.1.~~

~~9.3.5.4.5.2.4 Reserved for Future Use CLEC shall be wholly and completely responsible for any service outage, equipment failure, property damage or any and all other damages to person or property that is caused by the failure to adhere to sections 9.3.5.4.5.1 or 9.3.5.4.5.2 or the MTE Terminal access protocol referenced in section 9.3.5.4.5.1.~~

9.3.5.4.6 Once inventory is complete and, if necessary, the facilities are rearranged and or a new facility constructed, the Subloop provisioning intervals contained in Exhibit C shall apply. *and when Qwest runs the jump*

9.3.5.4.7 For access to Qwest's on-premises MTE wire as a subloop element, a CLEC shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by Qwest before securing such access. Qwest shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. Qwest shall be entitled to charge for the subloop element as of the time of LSR submission by CLEC.

9.3.5.5 FCP Ordering Process

9.3.5.5.1 CLEC shall submit a Field Connection Point Request Form to Qwest along with its Collocation Application. The FCP Request Form shall be completed in its entirety.

9.3.5.5.2 After construction of the FCP and Collocation are complete, CLEC will be notified of its termination location, which will be used for ordering Subloops.

9.3.5.5.2.1 The following constitute the intervals for provisioning Collocation associated with a FCP, which intervals

shall begin upon completion of the FCP Request Form and its associated Collocation Application in their entirety:

9.3.5.5.2.1.1 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the intervals set forth in Section 8.4.

9.3.5.5.2.1.2 A Cross-Connect Collocation in a detached terminal shall be provisioned within ninety (90) calendar days from receipt of a written request by CLEC.

9.3.5.5.2.1.3 ~~Reserved for Future Use~~ If Qwest denies a request for Cross-Connect Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to inspect the entire Premises escorted by Qwest personnel within ten (10) calendar days of CLECs receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed space plans (to the extent space plans exist) for the Premises with CLEC during the inspection, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the inspection of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original Cross-Connect Collocation Application date for determining RFS unless both Parties agree to a revised date.

9.3.5.5.2.1.4 ~~Reserved for Future Use~~ Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charge, Qwest will schedule with CLEC an inspection of the FCP with CLEC if requested. Upon completion of the Acceptance inspection, CLEC will be provided the assignments and necessary ordering information. With prior arrangements, the CLEC can request testing of the FCP at the time of the Acceptance inspection. If Qwest, despite its best efforts, including notification through the contact number on the Cross-Connect Collocation Application, is unable to schedule the Acceptance inspection with CLEC within twenty-one (21) calendar days of the RFS, Qwest shall

activate the applicable charges.

9.3.5.5.2.1.5 Qwest may seek extended intervals if the work cannot reasonably be completed within the set interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.6 Rate Elements

9.3.6.1 All Subloop Types

9.3.6.1.1 Subloop Recurring Charge - CLEC will be charged a monthly recurring charge pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.1.2 Subloop Trouble Isolation Charge - CLEC will be charged a Trouble Isolation Charge pursuant to the Support Functions – Maintenance and Repair Section when trouble is reported but not found on the Qwest facility.

9.3.6.2 Reserved for Future Use

9.3.6.3 Additional rates for Detached Terminal Subloop Access:

9.3.6.3.1 Cross-Connect Collocation Charge: CLEC shall pay the full non-recurring charge for creation of the Cross-Connect Collocation set forth in Exhibit A upon submission of the Collocation Application. The FCP Request Form shall not be considered completed in its entirety until complete payment is submitted to Qwest.

9.3.6.3.2 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the rate elements set forth in Section 8.3.

9.3.6.3.3 Subloop Non-recurring Jumper Charge: CLEC will be charged a non-recurring basic installation charge for Qwest running jumpers within the accessible terminal pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.4 Additional Rates for MTE Terminal Subloop Access

9.3.6.4.1 Subloop Non-recurring Charge - CLEC will be charged a non-recurring charge for the time and materials required for Qwest to complete the inventory of CLEC's facilities within the MTE such that Subloop orders can be submitted and processed.

9.3.6.4.2. Subloop Non-recurring Jumper Charge – If CLEC-ordered |

~~a Subloop type other than Intrabuilding Cable Loop, CLEC will be charged a non-recurring basic installation charge for when Qwest runs jumpers within the accessible terminal pursuant to Exhibit A for each Subloop ordered by CLEC.~~

9.3.7 Repair and Maintenance

9.3.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

9.3.7.2 MTE Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

WA267

SGAT/271 WORKSHOP IV, 7/31/01

1 BEFORE THE WASHINGTON UTILITIES AND 5333
2 TRANSPORTATION COMMISSION
3
4 In the Matter of the) Docket No. UT-003022
5 Investigation Into US WEST) Volume XXXVI
6 Communications, Inc.'s) Pages 5333-5502
7 Compliance with Section 271 of)
8 the Telecommunications Act of)
9 1996.)
10 In the Matter of US WEST) Docket No. UT-003040
11 Communications, Inc.'s)
12 Statement of Generally)
13 Available Terms Pursuant to)
14 Section 252(f) of the)
15 Telecommunications Act of 1996.)
16
17 A workshop in the above matter was
18 held on July 31, 2001, at 10:11 a.m., at 900 Fourth
19 Avenue, Suite 2400, Seattle, Washington, before
20 Administrative Law Judge ANN RENDAHL.
21
22 The parties were present as
23 follows:
24 AT&T, by Rebecca DeCook, Steven
25 Weigler, Sarah Kilgore, and Letty S.D. Friesen (via
26 teleconference bridge), Attorneys at Law, 1875
27 Lawrence Street, Suite 1575, Denver, Colorado, 80202.
28
29 WEST, by Lisa Anderl, Attorney at
30 Law, 1600 Seventh Avenue, Room 3206, Seattle,
31 Washington, 98191, Andrew Crain and Charles W. Steese
32 (via teleconference bridge), Attorneys at Law, 1801
33 California Street, 49th Floor, Denver, Colorado,
34 80202, and Kara Sacilotto (via teleconference
35 bridge), Attorney at Law, Perkins Coie, LLP, 607 14th
36 Street, N.W., Washington, D.C. 20005.
37 Barbara L. Nelson, CCR
38 Court Reporter

1 5334
2 WORLDCOM, by Ann Hopfenbeck,
3 Attorney at Law, 707 17th Street, Suite 3600, Denver,
4 Colorado, 80202.
5 XO WASHINGTON, INC., and ELI, by
6 Gregory J. Kopta, Attorney at Law, Davis, Wright,
7 Tremaine, LLP, 2600 Century Square, 1501 Fourth
8 Avenue, Seattle, Washington, 98101.
9 WAISP and YIPES, by Richard J.
10 Busch, Attorney at Law, Miller Nash, 4400 Two Union
11 Square, 601 Union Street, Seattle, Washington, 98101.
12 SPRINT, by Barb Young, Group
13 Regulatory Manager, 902 Wasco Street, Hood River,
14 Oregon 97031.
15 PUBLIC COUNSEL, by Robert
16 Cromwell, Assistant Attorney General, 900 Fourth
17 Avenue, Suite 2000, Seattle, Washington, 98164.
18 COVAD, by Megan Doberneck,
19 Attorney at Law, 7901 Lowry Boulevard, Denver,
20 Colorado 80230.
21 TRACER, by Arthur A. Butler (via
22 teleconference bridge), Attorney at Law, Ater Wynne,
23 601 Union Street, Suite 5450, Seattle, Washington
24 98101.
25

1 SGAT/271 WORKSHOP IV, 7/31/01 5335

2 INDEX OF EXHIBITS

3 EXHIBIT:	MARKED:	OFFERED:	ADMITTED:
4 Exhibit 813	5426	--	5430
6 Exhibit 942	5441	--	--
7 Exhibit 1020	5453	--	--
8 Exhibit 1021	5453	--	--
9 Exhibit 1164	5453	--	--
10 Exhibit 1165	5464	--	--

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14 **RECEIVED**
15 AT&T Corp. Legal - Denver

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20 OV-NIT PRO SER _____
21 MESS _____ REG MAIL _____
22 INTER-OF _____ FAX _____
23 OTHER _____ INITIALS *llh*

1 SGAT/271 WORKSHOP IV, 7/31/01 5336
2 JUDGE RENDAHL: Okay. Let's be back on the
3 record. Let's be on the record. We haven't started
4 yet. This is the investigation into US West
5 Communications' compliance with Section 271 of the
6 Telecommunications Act of 1996, and US West's
7 Statement of Generally Available Terms pursuant to
8 Section 252(f) of the Telecommunications Act of 1996,
9 in Dockets Number UT-003022 and UT-003040, before the
10 Washington Utilities and Transportation Commission.
11 Good morning, everyone. We're here for a
12 prehearing conference in this proceeding on the
13 morning of July 31st. And my name is Ann Rendahl.
14 I'm an Administrative Law Judge in this proceeding.
15 Let's go around the table, starting at my left, and
16 take appearances from the parties. It appears that
17 everyone here has already made an appearance, so if
18 you'd just state your name and who you represent and
19 if you have any witnesses with you, identify those,
20 as well, starting with Ms. DeCook. Welcome.
21 MS. DeCOOK: Thank you, Judge. Rebecca
22 DeCook, AT&T, and with me is Kenneth Wilson, as a
23 witness.
24 JUDGE RENDAHL: Thank you.
25 MS. DOBERNECK: Megan Doberneck, Covad

1 MR. BUSCH: Yes.
 2 JUDGE RENDAHL: Okay.
 3 MS. STEWART: We will, on the break and
 4 prior to the conclusion of this workshop, will have
 5 language specifically to put in the SGAT rate section
 6 that the rates will be interim for portions or
 7 subloops of dark fiber.
 8 JUDGE RENDAHL: Okay. And that will be
 9 language in Exhibit A or language in the SGAT?
 10 MS. STEWART: I believe it would be
 11 appropriate to put it in the actual body of the Dark
 12 Fiber Section, 9.7.
 13 JUDGE RENDAHL: Okay. Thank you. So is
 14 there anything further on dark fiber issues, assuming
 15 everything else will be argued on brief? Okay. I
 16 think we're ready to go on to subloops. Let's be off
 17 the record for a moment.
 18 (Discussion off the record.)
 19 JUDGE RENDAHL: Let's be back on the
 20 record. While we were off the record, I received two
 21 documents from Qwest concerning subloops, and one is
 22 a revised version of Section 9.3, Subloop Unbundling.
 23 The other is High-Level LSR Process Flow for
 24 Intra-Building Cable. Would these be exhibits to Mr.
 25 Orrel's or Ms. Stewart's testimony? Ms. Stewart's

1 testimony. Okay.
 2 Then let's turn to -- the revised Section
 3 9.3 will be Exhibit 1020, and the High-Level LSR
 4 Process Flow for Intra-Building Cable will be Exhibit
 5 1021. And we are going to have another document
 6 concerning access protocols, and will that be an
 7 exhibit to your testimony, Mr. Wilson, or also to Ms.
 8 Stewart's? Does it matter?
 9 MS. STEWART: Yeah, it probably should be
 10 ours, since it's our document.
 11 MR. WILSON: It's Qwest's document, yes. I
 12 think at some point AT&T may have a marked-up
 13 version, but this version is their original
 14 new-improved.
 15 JUDGE RENDAHL: Okay. Then let's be off
 16 the record for a moment.
 17 (Discussion off the record.)
 18 JUDGE RENDAHL: Let's be back on the
 19 record. When that document is circulated, it will be
 20 marked 1164, and it is titled Qwest Multi Tenant
 21 Environment, (MTE), Access Protocol. What is the
 22 date of that document?
 23 MR. ORREL: July 17th, 2001.
 24 JUDGE RENDAHL: July 17th, 2001. Thank
 25 you. Okay. Let's start on subloops. Which is the

1 first issue that we need to talk about?
 2 MS. STEWART: This is Karen Stewart, with
 3 Qwest. I believe we were going to do the access
 4 protocol first, but since it's being copied, perhaps
 5 I could identify in Exhibit 1020 the new SGAT Lite
 6 for Section 9.3, where the various sections of new
 7 verbiage originated from to hopefully facilitate the
 8 group's review when we get to this portion of the
 9 proceeding.
 10 JUDGE RENDAHL: Thank you.
 11 MS. STEWART: In Exhibit 1020, there is a
 12 new complete red-lined Section 9.3.1.1.2 and
 13 9.3.1.1.3, and 9.3.1.1.4. These three new sections
 14 are almost verbatim. There is one small change,
 15 which I will discuss. These three sections are
 16 virtually verbatim from the seven-state recommended
 17 report of Mr. Antonuk on what are the various
 18 circumstances and conditions that should be taken
 19 into consideration when a CLEC would like to access
 20 subloops in a manner not contemplated by the Qwest
 21 SGAT.
 22 Qwest has agreed to this language and has
 23 incorporated and adopted this language in the seven
 24 states covered by that proceeding and has voluntarily
 25 extended that language to each of its other states.

1 The small change is in 9.3.1.1.4, and that small
 2 change is in the middle of the section.
 3 I believe in Mr. Antonuk's report, it had
 4 said, Qwest will impose in the six areas identified,
 5 and it either had Section 1 or Section A above, and
 6 since it now had an SGAT number, we've inserted --
 7 replaced that 1 or A with the appropriate section
 8 number of 9.3.1.1.2. With that minor correction, I
 9 believe the language is verbatim from his recommended
 10 report.
 11 Next change was in 9.3.1.3.2. This was a
 12 conforming change, where the words "during or after
 13 an inventory" has been inserted. That insertion was
 14 necessary because of a subsequent section we'll talk
 15 about where Qwest agrees that a CLEC can access
 16 subloop elements during the creation of the inventory
 17 of the CLEC's terminations.
 18 Going on to Section 9.3.3.5, again, these
 19 are conforming changes to identify that a CLEC can
 20 submit LSRs without the complete inventory
 21 information, and that Qwest will hold those in
 22 abeyance, and subsequently the orders will be
 23 processed in such a manner as contemplated in the new
 24 section, which we'll discuss in a second, 9.3.5.4.1.
 25 The next change is in Section 9.3.5.4.1.

1 This is additional language that had been proposed by
 2 Mr. Antonuk in the seven states. Qwest has adopted
 3 this language. It basically provides more
 4 flexibility in shorter intervals for CLECs in
 5 accessing MTEs when the ownership has previously been
 6 terminated by Qwest and a five-day interval where the
 7 CLEC provides Qwest a written claim by an authorized
 8 agent of the MTE owner.

9 Once again, it was a recommended change
 10 there. Qwest has adopted that and is willing to have
 11 this language now in each of its states.

12 9.3.5.4.4, this is a conforming change to
 13 identify that a CLEC can, except when it's -- it's a
 14 conforming change with the fact that when the initial
 15 inventory is being created in an MTE, that a CLEC can
 16 submit an LSR that does not have that final inventory
 17 information on it.

18 The next change is an advocacy change on
 19 the part of Qwest, as requested by AT&T. It's
 20 9.3.5.4.5. It's a new sentence at the end of this
 21 section. Basically, in our prior workshops, AT&T had
 22 requested that it have the flexibility in ordering or
 23 requesting that Qwest run jumpers in MTE terminals
 24 for intra-building cable. Previously, Qwest did not
 25 agree to that. Qwest has now made that change, and

1 with the insertion of this language, Qwest will agree
 2 to run jumpers for a CLEC for intra-building cable in
 3 an MTE, assuming that an inventory of CLEC
 4 terminations is complete and a complete LSR has been
 5 submitted. It would be subject to the rates later in
 6 the back of the SGAT for Qwest running a jumper, but
 7 this is an advocacy change I would bring to the
 8 parties' attention. Qwest hopes it can resolve any
 9 final issues we have on this, who runs jumpers.

10 Next, 9.3.5.4.6, once again, a conforming
 11 change. 9.3.5.4.7, this is language that had been
 12 proposed by Mr. Antonuk. Qwest is agreeing to
 13 receive this language and, basically, it is a
 14 significant advocacy change on the part of Qwest, or
 15 at least we're accepting this recommendation, and
 16 that is that Qwest would secure the circuit
 17 identifying information and would enter it in on the
 18 LSR for those first LSRs that were run while the CLEC
 19 termination inventory was being conducted.

20 9.3.5.5.2.1.3 is language that Qwest had
 21 proposed in response to issues raised by Covad. It
 22 was an exhibit in our previous workshop. I believe
 23 the language was accepted by the parties. It was
 24 Exhibit 1018. So I've basically just taken the
 25 language from Exhibit 1018 and have inserted it here,

1 and also that same language from Exhibit 1018 is in
 2 9.3.5.5.2.1.4. So that should not be new language at
 3 all. It's from our previous workshop.

4 There was a conforming change in 9.3.6.4.2,
 5 indicating -- basically conforming to our change in
 6 advocacy, that a CLEC can request that Qwest run
 7 jumpers in MTE terminals for intra-cable loops. And
 8 that's all of the changes that you should find on the
 9 document.

10 JUDGE RENDAHL: Thank you for running
 11 through that and clarifying that for us. Let's be
 12 off the record for a moment.

13 (Discussion off the record.)

14 JUDGE RENDAHL: Let's go back on the
 15 record. Mr. Weigler has a few questions for Ms.
 16 Stewart on the changes made in Exhibit 1020.

17 MR. WEIGLER: Steve Weigler, from AT&T.
 18 For the record, Exhibit 1020 was provided today, and
 19 this is the first time that AT&T has had the
 20 opportunity to look at Qwest's changed SGAT language,
 21 at least the current changes on Section 9.3, so my
 22 questions might appear a little rudimentary.

23 Ms. Stewart, are these -- does this
 24 document reflect the changes made because of an order
 25 from the multi-state -- from John Antonuk from the

1 multi-state process?

2 MS. STEWART: It was not a formal order. I
 3 believe it was John Antonuk's report making
 4 recommendations to the various commissions of the
 5 seven states. In filing its responsive comments to
 6 that initial report of Mr. Antonuk, Qwest was willing
 7 to accept all of the recommended Antonuk changes for
 8 emerging services with the understanding that if it
 9 made those changes, that the seven state commissions
 10 would find Qwest in compliance with its 271
 11 obligations for each of the emerging services.

12 So since we then, as part of our comments,
 13 filed a SGAT showing those changes, we are now
 14 offering to extend those same concessions and changes
 15 in each of the various states. So with the exception
 16 of the changes that resulted from the concerns of
 17 Covad in Washington 1018, the rest are those changes,
 18 with the added addition of since our last workshop,
 19 at the request of AT&T, we have reassessed and
 20 determined, in our intra-building cable process, we
 21 can have a manner in which the CLEC can request that
 22 Qwest run jumpers.

23 So that's basically the three, Covad
 24 changes out of 1018, the Antonuk changes, conforming
 25 changes to make Antonuk's changes flow through the

1 whole document, and the change in advocacy on a CLEC
 2 can request that Qwest run jumpers.
 3 MR. WEIGLER: And then, just to clarify,
 4 did other commissions state, if you made these
 5 changes, that you would be in compliance on subloop
 6 unbundling?
 7 MS. STEWART: I believe that process is
 8 underway in each of the states. I'm not aware that
 9 any state has issued a final order.
 10 MR. WEIGLER: But is there any state that
 11 said if you make the changes suggested by the Antonuk
 12 report, that you would be in compliance?
 13 MS. STEWART: As I indicated, I don't think
 14 any state has formally responded to Mr. Antonuk's
 15 report or done a final order.
 16 MR. WEIGLER: Now, there is at least one
 17 order that's come out that has suggested that Qwest
 18 make some changes to be in compliance. The one I'm
 19 referring to is the Arizona order. And I believe
 20 Qwest indicated that they would comply with the
 21 Arizona order, also, but there's some things in here
 22 that I don't see changes -- that Qwest has made the
 23 changes that are suggested by the Arizona order. Is
 24 Qwest intending to do so?
 25 MS. STEWART: I would have to look at my

1 notes on the Arizona order. The only one that comes
 2 to mind out of the Arizona order -- and I apologize
 3 if it turns out to be Colorado, because they're now
 4 starting to run in my mind a little bit here. One of
 5 the orders had slightly different recommended
 6 intervals on the determination of ownership. Instead
 7 of -- maybe this was Colorado. Instead of being two,
 8 five and 10 for the various situations, they
 9 recommended one, five and 10.
 10 And I believe in our responsive comments,
 11 and this is Colorado, I'm now remembering, we just
 12 indicated that we would propose that Colorado adopt
 13 two, five and 10, so that we would have consistency
 14 in our states.
 15 And once again, I would have to get my
 16 notes from the chair over there, but I'm not aware
 17 that, right off the top of my head, that there was
 18 specific subloop SGAT language in the Arizona order.
 19 Is there a section you can point me to, in
 20 particular, you're thinking of?
 21 MR. WEIGLER: Yeah, I'm just making sure
 22 that I have the right section here. If I could just
 23 have a second. Yeah, I'm talking about Section
 24 9.3.6.4.1. The language is as follows: Staff also
 25 agrees with AT&T that Qwest has not justified its

1 proposed inventory charge, and accordingly, SGAT
 2 Section 9.3.6.4.1 should be deleted.
 3 And I see that in the SGAT, if I turn --
 4 and it's a heavily-contested issue to AT&T, and
 5 that's whether AT&T should pay a subloop nonrecurring
 6 charge. CLEC will be charged -- and I'm reading from
 7 the SGAT. CLEC will be charged a nonrecurring charge
 8 for time and materials required for Qwest to complete
 9 the inventory of CLEC's facilities within the MTE,
 10 such that subloop orders can be submitted and
 11 processed.
 12 MR. CRAIN: That is from the Arizona --
 13 MR. WEIGLER: Order.
 14 MR. CRAIN: -- recommended Staff order.
 15 And have we conceded the issue?
 16 MR. WEIGLER: I believe you have.
 17 MR. CRAIN: I don't know, I don't know.
 18 MR. WEIGLER: I don't want to speak for
 19 Qwest, but I believe that, reading your brief, you
 20 have conceded to Arizona Staff's changes. And as
 21 this applies to Washington, AT&T desires to know if
 22 Qwest will be striking Section 9.3.6.4.1, as
 23 recommended by the Arizona Commission Staff. If so,
 24 that obviously isn't an impasse issue.
 25 MR. CRAIN: We'll get back to you.

1 MS. STEWART: We'll confirm that.
 2 JUDGE RENDAHL: Okay. And you'll try to do
 3 so before tomorrow, before the end of the day
 4 tomorrow?
 5 MS. STEWART: Correct, before the end of
 6 the day tomorrow.
 7 JUDGE RENDAHL: Great.
 8 MS. STEWART: And if we've made that change
 9 in Arizona, we'll make the change in Washington.
 10 MR. WEIGLER: Also, I could fax or I could
 11 e-mail Qwest a copy of the comments that showed that
 12 they acquiesced at least to the Commission's order.
 13 MS. STEWART: We believe we can have access
 14 to it.
 15 MR. WEIGLER: Okay.
 16 JUDGE RENDAHL: Well, thank you for going
 17 through the document 1020, Exhibit 1020, and
 18 clarifying the changes, and thank you, Mr. Weigler,
 19 for pointing out inconsistencies.
 20 We now have what I had marked as Exhibit
 21 1064, which is Qwest's Standard MTE Terminal Access
 22 Protocol document. Mr. Orrel, which issue is this?
 23 We had talked about -- Ms. Kilgore, you said it might
 24 be Subloop Issue 4. Is that --
 25 MR. WEIGLER: Your Honor, this is Subloop

SGAT/271 WORKSHOP IV, 7/31/01 5464

1 Issue Three, WA-SB3.

2 JUDGE RENDAHL: Okay. So this is the first

3 subloop impasse issue. Let's be off the record for a

4 moment.

5 (Recess taken.)

6 JUDGE RENDAHL: Let's be back on the

7 record. And we're going to talk about Subloop Issue

8 3, but before we go on the record on that, is there

9 something we need to talk about, Ms. Stewart and Mr.

10 Busch, or Mr. Busch?

11 MR. BUSCH: Yes, thank you, Your Honor. I

12 believe there are two issues that we should address

13 very briefly. First is the language that we were

14 going to review on the break. I believe Qwest and

15 Yipes have agreed upon some language for the SGAT --

16 JUDGE RENDAHL: Oh, okay.

17 MR. BUSCH: -- dealing with trueup of

18 rates, interim rates.

19 JUDGE RENDAHL: And that is this document

20 that we just marked as Exhibit 1065?

21 MS. STEWART: That is correct.

22 JUDGE RENDAHL: And this is language that

23 Yipes and Qwest are agreeable to?

24 MS. STEWART: That is correct.

25 JUDGE RENDAHL: Okay. Is there any comment

SGAT/271 WORKSHOP IV, 7/31/01 5465

1 from other parties about this trueup language? Okay.

2 Anything further, Mr. Busch?

3 MR. BUSCH: Second item from Yipes would

4 be, unless I contact you otherwise, we do not need to

5 reserve time for Mr. Holdridge's rebuttal testimony

6 later on in this hearing, this workshop.

7 JUDGE RENDAHL: Okay. Well, thank you very

8 much.

9 MR. BUSCH: Thank you.

10 JUDGE RENDAHL: Have a good afternoon.

11 MR. BUSCH: Thank you.

12 JUDGE RENDAHL: Okay. And then, turning

13 now to Subloop Issue 3. Who's going to start, Mr.

14 Orrel or Ms. Stewart?

15 MS. STEWART: This is Karen Stewart. We've

16 had just a real quick takeback on the issue of

17 whether Qwest had agreed, as a result of the Arizona

18 Staff proposed findings, whether Qwest has agreed

19 that it would not apply charges for inventory, and I

20 believe Mr. Steese has joined us on the bridge and

21 wanted to just respond briefly to that issue.

22 JUDGE RENDAHL: Mr. Steese, are you with

23 us?

24 MR. STEESE: I am.

25 JUDGE RENDAHL: Welcome back.

SGAT/271 WORKSHOP IV, 7/31/01 5466

1 MR. STEESE: Thank you very much. Very

2 quickly, went back and verified and my memory was

3 correct. We did not concede this issue in the state

4 of Arizona. We have conceded, as we stated last in

5 the workshop, that if a CLEC issues a request for

6 facility determination, who owns the facilities, then

7 we are not going to charge for that, but as it

8 relates to the creation of the actual inventory

9 itself, we still believe a charge is appropriate, and

10 that has not been conceded.

11 JUDGE RENDAHL: Mr. Weigler, do you wish to

12 respond or comment?

13 MR. WEIGLER: I think it remains an issue

14 in Washington that will need to be briefed.

15 JUDGE RENDAHL: Okay. And which -- this is

16 under Issue Subloop 3, or which issue is this?

17 MR. WEIGLER: Well, I'm not sure if --

18 JUDGE RENDAHL: Is it an issue here in

19 Washington yet?

20 MR. WEIGLER: It is an issue that I brought

21 up at the last workshop where I indicated that

22 there's numerous sections that the CLECs, or AT&T, in

23 particular, found discriminatory and asked to widen

24 the issue of WA-SB3, but it didn't make the

25 particular SGAT provision.

SGAT/271 WORKSHOP IV, 7/31/01 5466

1 JUDGE RENDAHL: This has to do with

2 inventorying?

3 MR. WEIGLER: It does. It's an inventory

4 charge.

5 JUDGE RENDAHL: Let's be off the record for

6 a moment.

7 (Discussion off the record.)

8 JUDGE RENDAHL: Let's be back on the

9 record. While we were off the record, we determined

10 that the issue that Mr. Steese and Mr. Weigler and

11 Ms. Stewart were discussing concerning charges for an

12 inventory of CLEC facilities can be added to Issue

13 SB-5. Whether an inventory of CLEC facilities must

14 be created, and if so, are charges appropriate, and

15 add an SGAT Section 9.3.6.4.1 under the list. So

16 that remains at impasse. Thank you, Mr. Steese, for

17 your clarification.

18 MR. STEESE: You're welcome.

19 JUDGE RENDAHL: And I think we're now going

20 to move back to Subloop Issue 3, which is also

21 involving multiple tenant environments. Mr. Orrel.

22 MR. ORREL: Thank you, Judge. I believe

23 Exhibit -- was it 1064 that is the Qwest Standard MTE

24 Terminal Access Protocol?

25 JUDGE RENDAHL: Yes, that's the document.

1 SGAT/271 WORKSHOP IV, 7/31/01 5468
 MR. ORREL: The intent of this document was
 2 to produce a template, if you will, for access to
 3 Qwest MTE terminals where Qwest owns the wire that
 4 goes into the terminal in one side and comes out the
 5 other, in other words, for access to subloop
 6 environments.
 7 And the purpose of the document is to
 8 provide CLEC technicians with some sort of guide to
 9 obtaining access to the terminal once certain
 10 activities have taken place, such as an LSR being
 11 passed to Qwest for access to the subloop element at
 12 that location. And this document is still in draft
 13 form, we're in the July 17th version of this year,
 14 and I know we filed it probably about a week or so
 15 ago.
 16 And while we were offline during break, I
 17 know AT&T has several questions regarding the
 18 document. It might be more productive if we just
 19 work through their questions and --
 20 JUDGE RENDAHL: Okay. And that's fine.
 21 This is actually Document 1164, Exhibit 1164, not
 22 1064.
 23 MR. ORREL: 1164, okay.
 24 JUDGE RENDAHL: Mr. Weigler.
 25 MR. WEIGLER: Thank you, Your Honor. Steve

1 SGAT/271 WORKSHOP IV, 7/31/01 5469
 Weigler, from AT&T. To start out, the access
 2 protocol is a little more than an access protocol,
 3 because in Section 9.3.5.4.5.1, it indicates when
 4 CLECs access subloops in MTE terminals, it should
 5 adhere to Qwest's standard MTE terminal access
 6 protocol. I can't read my writing after that, but
 7 that is the section that matters that the parties
 8 need to adhere to this access protocol. Thus, it
 9 becomes almost part of the SGAT, or it does become
 10 part of the SGAT, because it says that if we're going
 11 to access, and it takes us to off the SGAT document
 12 to a multi tenant environment terminal access
 13 protocol.
 14 The parties, as part of this docket, and
 15 also Docket 3120 involving AT&T's complaint that we
 16 were not getting access to what AT&T considers the
 17 NID and Qwest considers an MTE terminal, and so thus
 18 we'll consider it today an MTE terminal, so everyone
 19 knows -- is on the same page.
 20 Qwest issued a docket -- a document on six
 21 -- June 14th, 2001, called a Standard MTE Terminal
 22 Access Policy Protocol. The parties got together.
 23 After reviewing the document, we had some concerns
 24 about the access policy protocols. In fact,
 25 significant concerns. But we, in the spirit of

1 SGAT/271 WORKSHOP IV, 7/31/01 5470
 a compromise and as ordered by this Commission, we got
 2 together offline to discuss our issues.
 3 We brought our issues to the attention of
 4 Qwest, including Mr. Orrel, and then received another
 5 document dated July 17th, 2001, although we didn't
 6 receive it probably until sometime last week.
 7 Anyway, the document that we received is in ways
 8 significantly different than access protocol that we
 9 saw before. And we have -- because -- and it seems
 10 to me, not being a technical person, but I brought my
 11 technical person along, to be more limiting even than
 12 the document that we saw on June 14th, 2001, and the
 13 document we've been negotiating over.
 14 As this is part of the SGAT, in a sense,
 15 because it is referenced that we have to follow this
 16 protocol and it is more limiting, AT&T has
 17 significant concerns that our access is being limited
 18 to the MTE terminals to access the internal wiring as
 19 -- and that that would be against the requirements of
 20 the Act.
 21 However, during break, we did meet with Mr.
 22 Orrel, who indicated that this is a draft, that there
 23 is room for negotiation on this, and that there --
 24 and also clarified some language to alleviate some of
 25 our concerns. With that, I hand it over to our

1 SGAT/271 WORKSHOP IV, 7/31/01 5471
 technical witnesses to discuss some of the issues and
 2 problems that we see with the document. Thank you.
 3 JUDGE RENDAHL: Okay. Mr. Beveridge or Mr.
 4 Wilson.
 5 MR. WILSON: Ken Wilson, Your Honor. Let's
 6 just walk through a few issues quickly, so we can see
 7 some of the problems that we have. If you go to page
 8 four first of Qwest 1164, the second bullet issue,
 9 second sentence essentially has a caveat that says
 10 that any terminal that's not addressed in this
 11 document will be available only on an individual case
 12 basis, and that has always been a problem for CLECs,
 13 and it's definitely a problem in this context.
 14 What this is saying is that any terminal
 15 that's not specifically addressed here will only be
 16 available on an individual case basis. And we feel
 17 that all terminals need to be addressed, at least
 18 generally, and that all references to ICB should be
 19 removed from this document.
 20 If we then go on to page five, I would
 21 remove bullets three and four. They're redundant.
 22 Those two issues are at impasse in the SGAT itself.
 23 And I have taken out these two particular terms
 24 several places you'll see later on, and I noted with
 25 some humor on the new -- one of the new SGAT

SGAT/271 WORKSHOP IV, 7/31/01 5472
 1 provisions that Ms. Stewart went over also had these
 2 two same terms embedded in it. It reminded me a
 3 little bit of federal -- laws in the senate, where
 4 you put in the middle of a law, something you want,
 5 you put something that the other side doesn't want,
 6 so you can see if you can get it passed. I think we
 7 only need these in one place, rather than sprinkled
 8 everywhere.

9 But let's go on to some more substantial
 10 issues. Page seven. Here, again, there's a little
 11 -- the same type of problem at the top, under CLEC
 12 responsibilities. Again, it's saying nothing happens
 13 until you issue an LSR. I think that's covered in
 14 the SGAT. That could be taken out.

15 I do have one question for Qwest in regard
 16 to this. We have discussed an LSR with respect to
 17 when the CLEC is actually installing a customer at
 18 the premises. Qwest -- I understand Qwest wants an
 19 LSR, and that, I think, is the disputed issue.
 20 However, there's discussion in this document and
 21 implied other places that before the CLEC accesses a
 22 building or before they go into a building, they have
 23 to notify Qwest.

24 And I guess the question is, is that
 25 notification contemplated to be a letter, an LSR, or

SGAT/271 WORKSHOP IV, 7/31/01 5473
 1 some other type of communication? This would be
 2 before we are installing. Because here it seems to
 3 be an LSR, but I don't know what we would be
 4 ordering, per se.

5 MS. STEWART: Yes, Qwest does contemplate
 6 that a CLEC would notify Qwest. As part of that
 7 notification process would be the request to
 8 determine ownership that -- they would be at the same
 9 time. Basically, that would be your notification to
 10 us that you had plans to access the building, is --
 11 the first step is determining the ownership.

12 MR. WILSON: Okay. But do you want us --
 13 there's a place in the SGAT, I could find it, where
 14 it says to send a letter. Here it seems to say send
 15 an LSR. Which is it? I know you said notification.
 16 What type of notification?

17 MS. STEWART: Again, my LSR expert's out of
 18 the room here. I'll confer and make sure that I am
 19 accurate. As you know, Mr. Viveros has been handling
 20 the details of the provisioning process, and I don't
 21 want to speculate when he's here available in the
 22 room to answer that question.

23 MR. WILSON: Okay. Thank you.

24 MS. STEWART: Is your -- let me jump ahead
 25 here. I'm assuming you want something more flexible

SGAT/271 WORKSHOP IV, 7/31/01 5474
 1 and faster than a letter? More of an electronic
 2 means of being able to do that type of
 3 communications?

4 MR. WILSON: I think a letter adds delay.
 5 I think there should probably be other means. I
 6 don't know that an LSR is appropriate, because we're
 7 not really ordering anything at that point per se.

8 MS. STEWART: Right. So perhaps maybe it
 9 can be augmented to a phone call mutually agreed, but
 10 I will check with Mr. Viveros.

11 MR. WILSON: Okay.

12 MS. KILGORE: I think the most important
 13 point was that there's an inconsistency in between
 14 the two, so that's the real issue.

15 MS. STEWART: Yes.

16 MR. WILSON: And maybe another question in
 17 regard to this page seven provision. Still kind of
 18 at the top, under the first bullet point, it says,
 19 kind of at the bottom of the first bullet point, it
 20 says, Review type of terminal for direct access
 21 capability. That seemed to be an interesting
 22 statement, because it almost implied a Qwest truck
 23 roll, or else how would you determine. So I was
 24 proposing to strike that provision. I think it's
 25 addressed more succinctly later on, and we'll get to

SGAT/271 WORKSHOP IV, 7/31/01 54.
 1 that.

2 Moving on to page eight, in the second
 3 paragraph, the first sentence also has ICB. I don't
 4 think that -- I think the SGAT, in the NID section,
 5 does not contemplate access to the protector field as
 6 ICB. I thought we actually had provisions for
 7 ordering the use of the protector field of a NID. So
 8 I think that last clause on the first sentence is
 9 probably incorrect.

10 And then we get to a major issue. The
 11 third sentence in the second paragraph that says
 12 access will only be allowed in the appropriate cable
 13 size increment, AT&T feels very strongly that this
 14 would be wasteful, that these CLECs should be able to
 15 access in smaller than 25-pair, and I think maybe Mr.
 16 Beveridge has a few words on that issue.

17 MR. BEVERIDGE: Yes, it seems to be
 18 reflecting the standard increments in terms of pairs
 19 served on a given cross-connect block, and we're
 20 wondering why it seems to be an unnecessary
 21 limitation as a minimum increment.

22 MR. ORREL: The reference to 25 pairs is a
 23 for example. It's determined by the type of terminal
 24 that is in the MTE. Specifically, if we have a
 25 100-pair terminal in that MTE, typically you would

SGAT/271 WORKSHOP IV, 7/31/01 5476
 1 bring in either one 100-pair cable with four
 2 complements of 25-pair within the cable or individual
 3 25-pair cables to tie down to a splice strip that's
 4 associated with the protector field such that you
 5 would splice into that protector field once, close
 6 the splice, and leave it alone.
 7 Those splice strips aren't intended to be
 8 -- they're not accessible terminals, if you will, not
 9 intended to have multiple access within them. So all
 10 we're trying to say is it's not a limitation; it's
 11 just an indication that if you want to access the
 12 protector side of a terminal, you access it where
 13 there's spare protectors, and we just ask that, from
 14 a waste perspective, from Qwest's perspective, that
 15 we don't bring one pair and effectively tie up 25
 16 pairs on the protector field.
 17 JUDGE RENDAHL: Does that clarify some
 18 language?
 19 MR. BEVERIDGE: We need to propose some
 20 alternative language, Your Honor.
 21 JUDGE RENDAHL: Okay. Is that something
 22 you want to do now or --
 23 MR. BEVERIDGE: I think we'd like to take
 24 it offline.
 25 JUDGE RENDAHL: Okay. That's fine.

SGAT/271 WORKSHOP IV, 7/31/01 5477
 1 MR. WILSON: Continuing on, actually, the
 2 -- on the same page eight, the same paragraphs we
 3 were looking at, which is titled CWSTP Option One,
 4 that's essentially a NID access situation, and we're
 5 concerned that even though the MTE -- this MTE access
 6 document is ostensibly talking about access to
 7 subloop, they have put a section in which is
 8 essentially access to a NID where Qwest does not own
 9 the inside wire.
 10 And I think that's a bit troubling, because
 11 we have statements about access to NIDs within the
 12 SGAT itself, and I'm not sure we want to modify those
 13 with this document.
 14 Moving on, the bottom of page eight, on
 15 option two, the first bullet has this same 25-pair
 16 increment issue, which we will deal with in the same
 17 way.
 18 If we then go to page nine, in Option
 19 Three, I think, is where we start getting into the
 20 real bulk of the inside wire issues. In the first
 21 paragraph, the third sentence, I would actually
 22 strike that whole sentence, because I think it's
 23 AT&T's position that there are no situations in which
 24 we would want to preclude the CLEC from accessing
 25 these terminals. Essentially, that sentence contains

SGAT/271 WORKSHOP IV, 7/31/01 5478
 1 a statement which says there are terminals that are
 2 hard-wired and there's no access. And I think we
 3 would disagree that such a preclusion, even if it's
 4 just implicit, should be in this protocol.
 5 And in that -- this paragraph goes on
 6 further to say, in a later sentence, hard wire
 7 terminals perform the function of a splice, rather
 8 than a cross-connect. We would disagree with that
 9 sentence and strike it. And then I would actually
 10 strike the sentence after that, as well.
 11 MR. STEESE: Ken, if I can interject for a
 12 second. This is Chuck Steese, from Qwest. Question
 13 for you. We're going through and you're proposing
 14 verbiage changes. Would it be possible, I mean, to
 15 simply get a red-lined version of this? And this is
 16 something that is akin to the type of technical
 17 document that we can run through CICMP. Would it be
 18 more efficient to do that? Because you're going
 19 through a number of proposed changes, and I'm not
 20 sure how we're supposed to react to them. I'm not
 21 sure what you have in mind. Maybe you could explain.
 22 MR. WEIGLER: Chuck, this is Steve Weigler,
 23 and I think I articulated the reason we need to go
 24 through these changes is that you're directly
 25 limiting our access to MTE terminals or subloop

SGAT/271 WORKSHOP IV, 7/31/01 5479
 1 elements via the use of this standard access terminal
 2 or, what is it, MTE terminal access protocol. It's
 3 directly referenced in your SGAT that this is the way
 4 that we can obtain access to the MTE, thus we
 5 consider it as if it is part of the SGAT, and
 6 therefore we need to discuss the issues that we have
 7 with this particular docket on the record, because we
 8 don't believe that, as written, without the suggested
 9 changes, that you're in compliance with the Act.
 10 MR. STEESE: Let me ask it a different way,
 11 Steve. I heard you say that -- we obviously
 12 disagree. That's fine. But the question is, is
 13 there a more efficient way than having Mr. Wilson go
 14 through and say I would strike this sentence; for
 15 you, since you have this docket available, maybe to
 16 provide a red-line version to us with your proposed
 17 changes on them instead of saying he would strike
 18 this sentence, for example.
 19 And given the fact that there is some
 20 opportunity for Qwest to react to that, maybe it
 21 would be more efficient for us to get that red-line
 22 version, say we can accept these 10 things, not these
 23 10, whatever it might be, and that way we can save
 24 time on the record.
 25 MR. WEIGLER: We'd agree to provide a

SGAT/271 WORKSHOP IV, 7/31/01 5480
 1 red-line document, but we believe that we do need,
 2 and maybe Mr. Wilson can state that these are the
 3 issues that AT&T has with the document, and we
 4 believe that we need to at least put that on the
 5 record. And if Qwest wants to respond to our issues
 6 on the record, that's fine. Otherwise, if there's no
 7 response, that's fine, too.

8 MR. STEESE: Steve, then let's assume that
 9 we disagree. You would anticipate briefing each and
 10 every sentence difference, or just anticipate
 11 briefing we disagree that the MTE access protocol --
 12 that we disagree in the whole whether it provides the
 13 access? What are you contemplating there?

14 MR. WEIGLER: I'm contemplating that these
 15 issues are being placed on the record and that AT&T
 16 will brief the issues that it believes are limiting
 17 its access inappropriately under the Act, and that at
 18 least Qwest will have notice on what those issues are
 19 and they can brief accordingly.

20 And in the interim, if the parties -- and I
 21 spoke to Mr. Orrel. I spoke to Mr. Orrel off the
 22 record, and we're trying to work out language, and
 23 there might be -- and Mr. Orrel can communicate with
 24 whoever's briefing that there might be issues that
 25 don't need to be briefed, because we were just --

SGAT/271 WORKSHOP IV, 7/31/01 5481
 1 they were able to be resolved between the parties off
 2 the record.

3 MR. CRAIN: So is the answer here that AT&T
 4 will go through right now and just identify the
 5 issues, the places they think this is limiting, and
 6 then we'll understand that, brief the issues, and
 7 move on?

8 MR. WEIGLER: If Qwest doesn't have any
 9 response to what AT&T believes are the issues.

10 MR. CRAIN: Yeah, Barry does want to speak,
 11 but --

12 JUDGE RENDAHL: Okay. Let's have Mr.
 13 Wilson briefly identify the issues, as opposed to
 14 going through line by line and identifying language
 15 concerns. Then, Mr. Orrel, you can respond. And
 16 then, if offline you happen to work through some of
 17 these language issues, then that's fine. Mr. Wilson.

18 MR. WILSON: Thank you, Your Honor. Just a
 19 few additional issues. Option Four, on page 10, is a
 20 bit of a new concept. It opens up the issue of
 21 campus environments, where you may have a minimum
 22 point of entry, MPOE, and I thought that maybe an
 23 additional sentence could be added there to expand
 24 the access and to relate such access to option three,
 25 and we can provide that to Qwest, because the way it

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 1 is now, it kind of sets it apart. And many times the
 2 actual terminal on an option four is very similar to
 3 the terminal on an option three, and we just thought
 4 that the same methods of access should be available
 5 in that case. So just a simple addition.

6 Then the document goes on to look at some
 7 specific terminal types. There's a 66 terminal and a
 8 76 terminal. I would suggest adding some language to
 9 especially the 66 terminal to open up the options a
 10 little bit on how that terminal can be accessed.
 11 Right now, it's a little too restrictive in its
 12 language and maybe doesn't cover some of the
 13 configurations of the 66 block. So we would
 14 recommend a little bit of additional language to open
 15 that up.

16 I think, finally, what we think is needed
 17 overall in the document is some language to cover
 18 additional access methods. This really primarily
 19 covers the 66 block and the 76 block. There are
 20 other types of blocks and terminals available that we
 21 think should be addressed in general by this protocol
 22 and we would propose some language to allow CLECs to
 23 get access to that.

24 In fact, there was actually a little bit of
 25 language that was left out, I think, of the original

SGAT/271 WORKSHOP IV, 7/31/01 5483
 1 access protocol document and this version that
 2 covered some of that, and we will offer some
 3 additional language to open the access methods up a
 4 bit.

5 And I think that's our general concern,
 6 that the language here tends to be restrictive in
 7 nature. What we would like to see is something a
 8 little more permissive in nature. The CLEC should
 9 have the same type of freedom of access to these
 10 terminals as Qwest's technicians have, so that we are
 11 not delayed in our access to these terminals that --
 12 so that we can provision our customers in the same
 13 manner as Qwest provisions their customers. We feel
 14 that's a parity issue, and that's a very large
 15 concern that we get access to these terminals easily.

16 And I don't know if Mr. Beveridge has a few
 17 other closing comments to -- from his experience
 18 accessing these terminals.

19 JUDGE RENDAHL: Mr. Beveridge.

20 MR. BEVERIDGE: Thank you, Your Honor. In
 21 a way of hitchhiking on his comment with regard to
 22 pairs that may be riser pairs inside the building
 23 that are not terminated, but rather simply coiled up
 24 or left unterminated, that would be by way of one
 25 example, where if the pairs are otherwise usable all

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 1 the way to end user premises within the building, but
 2 not tied down to an existing cross-connect field.
 3 And my question would be is it permissible in that
 4 case, in Qwest's view, to use a temporizing method
 5 where access to the pairs in sort of a free space
 6 nonterminated way would be permitted?
 7 JUDGE RENDAHL: Mr. Orrel.
 8 MR. ORREL: I guess one of the questions
 9 I'd have to ask is who owns the cable?
 10 MR. BEVERIDGE: The assumption would be
 11 Qwest owns the cable for this example.
 12 MR. ORREL: If Qwest owns the cable, more
 13 than likely there is a cross-connect there or
 14 terminal there. We don't just coil up cable and put
 15 it in the riser.
 16 MR. BEVERIDGE: My experience has indicated
 17 that that is the practice in certain cases, where the
 18 riser cable is larger than the space permitted for
 19 the existing -- for so many 66-type termination
 20 blocks on the customer side. So the unused pairs, if
 21 you will, are simply coiled up, looped. They're
 22 typically not cut off.
 23 MR. ORREL: I don't think I have an answer
 24 for you, because I haven't personally experienced
 25 that, so I need to do some checking.

SGAT/271 WORKSHOP IV, 7/31/01 5485
 1 MR. BEVERIDGE: Okay.
 2 JUDGE RENDAHL: Okay. Any other response
 3 to any of Mr. Wilson's comments? Any other response
 4 to Mr. Wilson's comments on this document?
 5 MR. ORREL: Well, actually, I'll start with
 6 Mr. Weigler's comments. The genesis of this document
 7 kind of goes back a ways into the workshops. We were
 8 challenged by AT&T in the workshops to provide direct
 9 access to our subloop terminals, MTE terminals, in
 10 particular. Qwest agreed to do that. We agreed to
 11 develop a terminal access protocol because we
 12 objected to the direct splice methodology that AT&T
 13 has employed in various locations to access subloop
 14 elements.
 15 So Qwest agreed to develop the document
 16 under the premise that it was a draft, it was a
 17 working draft. We encouraged comment from AT&T as
 18 the draft was developed. Some of the comments I'm
 19 hearing today about option four being a new element,
 20 the fact that option one shouldn't be in there, that
 21 option three hardware terminals is not an appropriate
 22 description of what the terminal looks like, et
 23 cetera, these are issues that we've had on the table
 24 for quite some time in our previous versions. These
 25 aren't new issues.

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 1 But I wanted to make sure that we left on
 2 the table the fact this is a working draft. We have
 3 been working with AT&T directly on this, and we do
 4 welcome any red lines that you feel compelled to
 5 provide to us.
 6 Going to page four, the issue of ICB, as
 7 far as the access to the terminal, what we're really
 8 talking about here is the ability to access the
 9 terminal may not be readily apparent when an AT&T
 10 technician walks up to it. The terminal may be an
 11 option three, where it's hard-wired, may be a very
 12 old variety of terminal. We've been placing these
 13 things for decades. There's literally tens of
 14 thousands of these in the network. They look
 15 differently depending on when they were deployed.
 16 So as a result of that, what we're saying
 17 is the access to that may have to be determined on an
 18 ICB basis. Qwest is not going to prohibit the access
 19 to that terminal because we're still trying to figure
 20 out the appropriate access for that terminal.
 21 I think further back in the document, page
 22 six, bullet five, we state if there is no customer
 23 cross-connect field, the CLECs shall access utilizing
 24 some form of temporizing method -- we don't dictate
 25 what that is, it's not very descriptive, I don't

SGAT/271 WORKSHOP IV, 7/31/01 5487
 1 I believe -- that minimizes long-term accessibility to
 2 the terminal.
 3 Just saying when you do go in and access
 4 it, until we can figure out what the appropriate
 5 cross-connect field should be there, do it in such a
 6 manner that preserves the plant in a manner such that
 7 with the high amount of churn that's normal in these
 8 type of buildings, if, for example, another CLEC
 9 wants access to that customer or Qwest gets the
 10 customer or somebody new moves into that apartment,
 11 we're able to get that customer back on their
 12 cross-connect over to the terminal.
 13 MR. WILSON: Barry, on that paragraph you
 14 just read, isn't that a typo? Shouldn't that be
 15 maximizes instead of minimizes?
 16 MR. ORREL: Yeah, I think you're right,
 17 Ken. Thank you for that assistance.
 18 MR. WEIGLER: See, we're making headway.
 19 MR. ORREL: I think a lot of the issues
 20 we're talking about, as far as the line by line
 21 issues, I think we can develop some mutually
 22 agreeable language. I don't see an issue there.
 23 However, on page five, when we talk about
 24 striking line three, even -- I believe, my
 25 interpretation, anyway, of the Antonuk report

1 suggested that there still be an LSR for the subloop
 2 access. The question is what do we do with the LSR
 3 and what happens to your access during the time when
 4 we're building inventories, et cetera.
 5 MR. WILSON: My main point -- I know that's
 6 still an issue. My main point was I don't think you
 7 need it six places. I can point about three places
 8 in the SGAT and three places here where it gets in
 9 here.
 10 MR. ORREL: We wanted to make sure you
 11 understood we needed an LSR, so I think we made that
 12 point. When we talk on page seven, the LSR issue,
 13 review the type of terminal for direct access
 14 capability. Ken, I believe we will have to roll a
 15 truck in many instances to evaluate the terminal.
 16 That's something Qwest will have to do with this. In
 17 particular with option three, environments. It,
 18 again, may not be readily available, as far as being
 19 able to create a cross-connect field. We will have
 20 to do some work, some retrofitting there to make that
 21 happen.
 22 MS. KILGORE: Can I clarify? When you say
 23 that you're going to have to verify the terminal, you
 24 said particularly for option three. Are you
 25 intending to do that for every MTE terminal, whether

1 or not it's option three?
 2 MR. ORREL: Not if it's a NID. Not if it's
 3 option four.
 4 MS. KILGORE: When you say what if it's a
 5 NID, what do you mean by that?
 6 MR. ORREL: Well, if -- let's just talk
 7 about that. Ken was wondering why NID is included in
 8 there. Well, our cable wire service termination
 9 policy is a tariffed item, starts with option one,
 10 which happens to be a NID. If I start with option
 11 two, you would have asked where is option one. So
 12 what we're trying to do is, in fairness and
 13 completeness, provide the technician with, first of
 14 all, what is option one versus option two versus
 15 option three, and secondarily, how we would gain
 16 access. For option one, we simply said, as far as
 17 access to the customer cross-connect field, have at
 18 it. You have unfettered access.
 19 The issue becomes when you're trying to get
 20 into the protector side of that NID, and when we're
 21 in an MTE environment, those protector field
 22 arrangements can be rather complicated in comparison
 23 to a residential NID. And that's why we're kind of
 24 looking at that on an ICB basis. Did that answer
 25 your question?

1 MS. KILGORE: Kind of. I think when we're
 2 sending language back and forth and you're revisiting
 3 the document, as you look at this bullet point, this
 4 is worded very broadly and, in this section, it would
 5 pertain, as you said, to any of the options. But
 6 then you kind of clarified and said, Well, no, not
 7 option four, and option one only if you're accessing
 8 the protector field. I mean, I'd like those types of
 9 things to be clearer in here, because as this is
 10 worded -- here's my concern.
 11 Option one, we're going out simply to do
 12 what we're going to do with the inside wire. And up
 13 until now, my understanding has been that that would
 14 be direct, virtually unfettered access. And I'm
 15 concerned that this will add -- this whole section,
 16 in other words, the LSR, all of this other work
 17 that's described here could be interpreted to apply
 18 to an option one access scenario that I just
 19 described. See what I'm saying?
 20 So just as you're going back and looking at
 21 it, to try to make clear in what circumstances that
 22 additional work is required.
 23 MR. ORREL: Right. We are very specific to
 24 talk about MTE terminals versus MTE NIDs. And if
 25 that distinction isn't there, we'll try to put that

1 into the document.
 2 And Ken, as far as option three goes, the
 3 only intent of the language there is to indicate that
 4 our technicians don't access those terminals to make
 5 cross-connects there. What we're doing is we're
 6 saying to you, the CLEC, you can have access there to
 7 make cross-connects. It may be a temporized solution
 8 until we retrofit it, but you have access to it. I
 9 think that goes beyond parity, if you really get down
 10 to brass tacks there.
 11 If we need to strike the language or modify
 12 the language, we can look at that, but all we're
 13 trying to do is tell the technician, This is what
 14 you're going to see there. It's more of a
 15 descriptor, and I'm not trying to tie this back to
 16 FCC orders and all those kind of things.
 17 Option four, again, it's a campus
 18 environment. We're talking about detached terminals
 19 there. I didn't think this was controversial.
 20 Detached terminals fall under collocation rules. I
 21 thought we'd all agree on that.
 22 MR. WILSON: All I was actually going to
 23 add would be a final sentence that says when MPOE
 24 terminals inside service buildings or are inside
 25 service buildings or are attached to the outside of

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 1 service buildings, access is gained as in CWSTP
 2 option three above, something simple like that.
 3 Because it could be the same, an identical
 4 type of terminal and could be accessed in the same
 5 way. If it's a pedestal on a concrete pad associated
 6 with a building, then I think you'd probably go to
 7 the -- an environment more like a feeder distribution
 8 interface point. But it may just be the same type of
 9 66 terminal or 76 terminal, et cetera.
 10 MR. ORREL: Okay. We'll take a look at
 11 that and we'll look at your red-line, too, when you
 12 get that ready. And I think that's pretty much it.
 13 You know, I really don't think that this document is
 14 as evil as it's sometimes portrayed. It's intended,
 15 again, just to be an assist to the technician. We'll
 16 take a look at your red-line and see what we can do
 17 with it and we'll continue discussions with you on a
 18 direct basis to see if we can get this resolved.
 19 MS. KILGORE: Can I just ask one question?
 20 JUDGE RENDAHL: Ms. Kilgore, Mr. Wilson,
 21 and then I have a question.
 22 MS. KILGORE: Mr. Orrel, do you have any
 23 estimate of the percentage of terminals that would
 24 not be covered by the protocol set out in this
 25 document, where it would be an ICB basis, as you

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 1 proposed it here?
 2 MR. ORREL: I have no idea. But, remember,
 3 the ICB basis is as far as a determination of whether
 4 or not we need to retrofit the terminal and make it a
 5 single point of interconnection, SPOI. That's what
 6 we're talking about when we're talking about the ICB.
 7 That's not stopping AT&T or any other CLEC from
 8 accessing that subloop.
 9 MS. KILGORE: Is that your tem -- sorry, I
 10 forgot the word, but --
 11 MR. ORREL: Temporizing solution, yes.
 12 That's an old telephony term. Sorry.
 13 MS. KILGORE: All right. So when you talk
 14 about ICB in here, you're saying go ahead and do the
 15 temporizing solution, and then ICB means we're going
 16 to go back and look at it and figure out the best way
 17 to deal with this terminal.
 18 MR. ORREL: Right. We'll determine whether
 19 or not -- and we're going to not only look at the
 20 type of terminal, we're going to look at the age of
 21 the terminal, will it hold up to direct access. Some
 22 of the terminals are fairly old and are not very
 23 pliable. We're going to look at what we anticipate
 24 to be the volume there, even though we don't really
 25 have forecasts for this, try to determine --

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 1 obviously, if AT&T's interested in building, we're
 2 going to have to determine, based on several
 3 variables, whether or not that terminal needs to be
 4 replaced. In case of an option three, if it's a
 5 large apartment building, chances are very good that
 6 we would want to change that if there's a real
 7 cross-connect field there for the CLEC and a
 8 demarcation point for test access.
 9 MR. WILSON: Actually, that raises an
 10 interesting question. If there is a terminal where
 11 the CLEC needs to use some of these temporary
 12 solutions and Qwest determines that it needs to put
 13 in a permanent type of solution, does Qwest expect
 14 the CLEC to pay for that entire new terminal or part
 15 of the terminal? What is contemplated there?
 16 MR. ORREL: I believe the intent there is
 17 to capture the cost through recurring charges, rather
 18 than a nonrecurring flat rate up front.
 19 MR. WILSON: Okay. I had actually an issue
 20 that I wanted to ask the group about connecting the
 21 access protocol back up to the SGAT, so maybe if
 22 Judge Rendahl had a question on the access protocol,
 23 you should go first.
 24 JUDGE RENDAHL: I do, but I think we're
 25 maybe on the same wavelength here. In the issues

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 1 log, it seems that the issues that are addressing
 2 this terminal access protocol -- it seems to me there
 3 are two issues. One is disagreements over the
 4 terminal access protocol language and whether that's,
 5 you know, whether the parties agree on the language.
 6 And I support the parties working together
 7 to try to resolve the language, understanding that
 8 there may be some underlying impasse issues, and
 9 those I would expect to be briefed. And I think
 10 that's, Mr. Weigler and Mr. Steese, what you both
 11 agreed to do; is that correct?
 12 MR. STEESE: Yes.
 13 MR. WEIGLER: Yes, Your Honor.
 14 JUDGE RENDAHL: Okay. And so to the extent
 15 that at least for purposes of Issue SB-3, the
 16 question really there is whether -- it says whether
 17 the SGAT provisions for access to subloop elements
 18 are consistent with the FCC's, you know, definitions.
 19 Would that be this protocol? Is that what we're
 20 really talking about here or are there separate SGAT
 21 sections that we then need to also get to? Mr.
 22 Wilson.
 23 MR. WILSON: That was kind of my point. I
 24 think it's both. Definitely, the SGAT calls into
 25 effect the access protocol, so we believe that the

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1 access protocol is part of that issue. But I went
2 through the SGAT Lite that Qwest filed on the 24th,
3 not the new language that we got today. I went
4 through the SGAT this morning and I found a number of
5 provisions in that current SGAT that I had some
6 problems with in relation to the same types of access
7 to the terminals issues. And so I was going to ask
8 how did we deal with that.

9 Some of them, I think, actually slightly
10 contradict the access protocol. Some of them are
11 slightly redundant with the access protocol, but may
12 set up kind of a conflict, so I don't know how to
13 resolve this.

14 JUDGE RENDAHL: Well, I guess one
15 suggestion I have is it's now a quarter of five and
16 we need to leave at five today; that, unfortunately,
17 Mr. Orrel, it looks like you may have to be here
18 tomorrow morning, but --

19 MR. ORREL: I'll get even with Chuck.
20 That's okay.

21 JUDGE RENDAHL: Okay. Maybe you all can
22 use the time offline to go over this new version of
23 the SGAT language and this document, the terminal
24 access protocol, and do some of this work offline and
25 maybe tomorrow morning, when we get to it, there will

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1 have been some meeting of the minds on some of the
2 issues, maybe not, and if there isn't a meeting of
3 the minds, at least we'll know where they are and be
4 able to, you know, more directly point to or know
5 where the impasse issues are in the SGAT and in the
6 terminal access protocol. Does that seem to be a
7 good proposal?

8 MR. ORREL: Do what I can.

9 MR. WILSON: We can talk about how to do
10 this logistically, I think, off the record.

11 JUDGE RENDAHL: Mr. Crain, did you have --

12 MR. CRAIN: I was thinking that, reading
13 through this, and I'm new to this whole workshop
14 here, but I anticipate we're not going to be able to
15 close this issue. This is going to be -- we have
16 asked AT&T to provide us with a red-line draft of the
17 protocol. My suggestion would be that if AT&T could
18 provide that to us, we could work with them and, by
19 the end of the week or something, report back about
20 what we've been able to close and what was still an
21 impasse issue, maybe file something, but assume that
22 if we don't report back, it's been closed -- it's an
23 impasse issue.

24 JUDGE RENDAHL: Just for my clarification,
25 we're talking about whether the SGAT provisions are

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1 consistent for access to subloops at MTE terminals or
2 consistent with the FCC's rules and orders, and also
3 whether the terminal access protocol is consistent;
4 is that correct?

5 MR. CRAIN: Yes, and I guess --

6 JUDGE RENDAHL: So you're saying they would
7 remain at impasse even with some discussion tonight
8 on these issues?

9 MR. STEESE: Judge, if I could interject, I
10 might say it slightly different.

11 JUDGE RENDAHL: Go ahead.

12 MR. STEESE: What I would suggest is -- I
13 mean, Mr. Wilson has put the concerns on the record.
14 We've had substantial discussion last time about
15 various concerns raised by AT&T and Qwest's response
16 thereto.

17 What I would recommend is that we do what
18 we've done in subloop in the past, because we really
19 had been looking at the issues very differently. We
20 had a vigorous discussion on the record, then we saw
21 if there was anything more we could close and we
22 closed some issues, and then what we did is we
23 provided a list of the issues to be briefed.

24 What I would anticipate is there might be
25 two or three issues within the protocol itself, that

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1 here's the issue and we can frame it for you as nice
2 as we can. Here's the issue, here's Qwest's view,
3 here's AT&T's view, and we each argue from that.

4 And so really Qwest is more than happy to
5 continue to talk to AT&T about this to see what it
6 can resolve, but in terms of putting more on the
7 record, I think it would be just restating our
8 respective views. And what we need is an issues list
9 and to see if there's anything we can close with
10 respect to the protocol, so I would recommend that we
11 just spend time, set dates for exchanging information
12 about this, and then have the brief that is due on
13 this particular issue be triggered by the
14 identification of the issues instead of the closing
15 of this workshop, and maybe we could try and get it
16 accomplished by the middle of next week, for example.

17 JUDGE RENDAHL: Mr. Weigler.

18 MR. WEIGLER: Judge, I respectfully
19 disagree. Qwest -- the last access protocol that we
20 got from Qwest, the first time I saw it was last
21 week, and that's while we had this follow-up
22 workshop. As far as the SGAT, we just got their new
23 language on the SGAT today. When I was preparing for
24 this hearing, I have about 12 SGAT sections that I
25 had concerns about and now I got new SGAT language,

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 1 and I don't know if those concerns are there or not.
 2 I have to review their new SGAT language to determine
 3 at least if they adhere to various Commission orders
 4 and if I have concerns about those. So the idea that
 5 we've pounded these issues into the table, we just
 6 got this language. That's why we're here. So I
 7 think that we need to keep this dialogue, if it's via
 8 online or a determination offline, on what's still an
 9 issue before we close out and decide to brief these
 10 issues.

11 MR. STEESE: Maybe I was misunderstood,
 12 Steve. When you look, first of all, at the SGAT
 13 language, the SGAT language that we're offering is a
 14 concession for issues already at impasse, things that
 15 we've discussed at length. Now, we think maybe the
 16 language, as we offer it now, might take an issue
 17 you've already agreed to brief earlier this month in
 18 Washington off the table.

19 But then, with respect to the access
 20 protocol, maybe I didn't speak clearly. What we did
 21 in the past is we had a vigorous discussion about
 22 subloop generally. Then -- at the time, it was
 23 Dominick Sekich, from AT&T, and Steve Beck, from
 24 Qwest, sat down and hammered out what the issues log
 25 was. What is it where we disagree, where is it that

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 1 we agree, is there anything that we can, off the
 2 record, close.
 3 So with respect to the protocol itself, Mr.
 4 Wilson has certainly laid out some of his concerns.
 5 We've heard those. It comports with a lot of what
 6 Mr. Wilson has said in the past. All we're saying is
 7 that, offline, continue to see if we can close
 8 issues. If we can't, identify the specific language
 9 issues within the protocol itself that we disagree
 10 with, the overarching issue, and provide it to the
 11 Judge for resolution.

12 JUDGE RENDAHL: This is Judge Rendahl.
 13 We're discussing subloop issues today and tomorrow.
 14 That's what has been on our workshop list. I guess
 15 I'm a little hesitant to just cut off all discussion
 16 and say this is the way it is. If, as Mr. Weigler
 17 says, I mean, there is new SGAT language that's just
 18 been distributed today. I think we may be -- at
 19 least on the issue of the terminal access protocol,
 20 there's not much more we can do right here, right
 21 now. Obviously, if there's any changes, the parties
 22 need to do those offline. It's not productive to do
 23 it here today.

24 So I guess I'd like to keep working with
 25 the document that Ms. Stewart distributed as the

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 1 changes to the subloop section. And maybe we just
 2 need to end it today and have the parties go back and
 3 look at this new language and come back fresh in the
 4 morning. And maybe with some discussion, you know,
 5 offline, it might be very quick in the morning, but
 6 I'm not seeing much progress right now. I guess
 7 that's what I'm talking about. So let's be off the
 8 record for the moment and have a discussion about
 9 what we do from here.

10 (Discussion off the record.)

11 JUDGE RENDAHL: Let's be back on the
 12 record. While we were off the record, we decided
 13 that we're going to end this follow-up workshop
 14 today, this session today, and come back at 9:00
 15 tomorrow morning. In the meantime, the parties will
 16 continue to work offline on these issues and we'll
 17 discuss this in the morning, how we proceed. Let's
 18 be off the record.

19 (Proceedings adjourned at 4:58 p.m.)

20
 21
 22
 23
 24
 25

SGAT/271 WORKSHOP IV, 8/1/01

1 BEFORE THE WASHINGTON UTILITIES AND 5503
 2 TRANSPORTATION COMMISSION
 3
 4 In the Matter of the) Docket No. UT-003022
 5 Investigation Into US WEST) Volume XXXVII
 6 Communications, Inc.'s) Pages 5503-5695
 7 Compliance with Section 271 of)
 8 the Telecommunications Act of)
 9 1996.)
 10 In the Matter of US WEST) Docket No. UT-003040
 11 Communications, Inc.'s)
 12 Statement of Generally)
 13 Available Terms Pursuant to)
 14 Section 252(f) of the)
 15 Telecommunications Act of 1996.)
 16
 17 A workshop in the above matter was
 18 held on August 1, 2001, at 9:21 a.m., at 900 Fourth
 19 Avenue, Suite 2400, Seattle, Washington, before
 20 Administrative Law Judge ANN RENDAHL.
 21
 22 The parties were present as
 23 follows:
 24 AT&T, by Rebecca DeCook, Steven
 25 Weigler, Sarah Kilgore, and Dominick Sekich (via
 teleconference bridge), Attorneys at Law, 1875
 Lawrence Street, Suite 1575, Denver, Colorado, 80202.
 QWEST, by Kara Sacilotto (via
 teleconference bridge), Attorney at Law, Perkins
 Coie, LLP, 607 14th Street, N.W., Washington, D.C.
 20005, and Charles W. Steese and John Munn (via
 teleconference bridge), Attorneys at Law, 1801
 California Street, 49th Floor, Denver, Colorado
 80202, and Laura Ford (via teleconference bridge),
 Attorney at Law, Perkins Coie, 1899 Wynkoop Street,
 Suite 700, Denver, Colorado 80202.

1 WORLDCOM, by Ann Hopfenbeck, 5504
 2 Attorney at Law, 707 17th Street, Suite 3600, Denver,
 3 Colorado, 80202.
 4 XO WASHINGTON, INC., and ELI, by
 5 Gregory J. Kopta (via teleconference bridge),
 6 Attorney at Law, Davis, Wright, Tremaine, LLP, 2600
 7 Century Square, 1501 Fourth Avenue, Seattle,
 8 Washington, 98101.
 9 SPRINT, by Barb Young, Group
 10 Regulatory Manager, 902 Wasco Street, Hood River,
 11 Oregon 97031.
 12 PUBLIC COUNSEL, by Robert Cromwell
 13 (via teleconference bridge), Assistant Attorney
 14 General, 900 Fourth Avenue, Suite 2000, Seattle,
 15 Washington, 98164.
 16 COVAD, by Megan Doberneck,
 17 Attorney at Law, 7901 Lowry Boulevard, Denver,
 18 Colorado 80230.
 19
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24 Barbara L. Nelson, CCR
 25 Court Reporter

1 SGAT/271 WORKSHOP IV, 8/1/01 5505

2 INDEX OF EXHIBITS

3

4 EXHIBIT:	MARKED:	OFFERED:	ADMITTED:
5 Exhibit 797	5599	--	--
6 Exhibit 798-C	5599	--	--
7 Exhibit 942	5441	--	5617
8 Exhibit 943	5616	--	5617
9 Exhibit 944	5659	--	5694
10 Exhibit 945	5659	--	5694
11 Exhibit 973	5612	--	5615
12 Exhibit 1020	5453	--	5694
13 Exhibit 1021	5453	--	5694
14 Exhibit 1022	5509	--	5509
15 Exhibit 1164	5453	--	5694
16 Exhibit 1165	5464	--	5694
17 Exhibit 1166	5513	--	5694
18 Exhibit 1167	5518	--	--
19 Exhibit 1170	5591	--	--
20 Exhibit 1171-C	5591	--	--
21			
22			
23			
24			
25			

1 SGAT/271 WORKSHOP IV, 8/1/01 5506
 2 JUDGE RENDAHL: Let's be on the record.
 3 We're here this morning starting the second day of
 4 our follow-up workshop in the fourth workshop here in
 5 Washington before the Washington Utilities and
 6 Transportation Commission in Dockets UT-003022 and
 7 UT-003040.
 8 We have on the bridge line an attorney from
 9 Qwest, Mr. Munn, and an attorney from AT&T, Mr.
 10 Sekich, and Qwest's witness, Ms. LaFave. There are
 11 also a number of people here in the room. And I'm
 12 going to just ask briefly if the attorneys would
 13 identify themselves for the record and then, also,
 14 then we'll go to the bridge line and take
 15 appearances, swear in Ms. LaFave, and then we will go
 16 through any questions for Ms. LaFave. Starting with
 17 AT&T, Ms. Kilgore.
 18 MS. KILGORE: Yes, Sarah Kilgore, for AT&T.
 19 You want my witnesses?
 20 JUDGE RENDAHL: No.
 21 MS. KILGORE: Okay.
 22 JUDGE RENDAHL: Ms. Doberneck. We're just
 23 taking appearances. State your name and who you
 24 represent.
 25 MS. DOBERNECK: Megan Doberneck, Covad
 Communications.

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 MR. WEIGLER: Steven Weigler, AT&T.
 2 MS. YOUNG: Barb Young, Sprint.
 3 MS. HOPFENBECK: Ann Hopfenbeck, WorldCom.
 4 MS. STEWART: Karen Stewart, Qwest.
 5 MR. ORREL: Barry Orrel, Qwest.
 6 JUDGE RENDAHL: Okay. Thank you. And on
 7 the bridge line, Mr. Munn.
 8 MR. MUNN: John Munn, Qwest.
 9 JUDGE RENDAHL: Can you speak directly into
 10 the mouthpiece of the phone? I think if you're on
 11 speaker, it's not coming through very clearly.
 12 MR. MUNN: We could probably use a better
 13 phone. If we want to just drop and call back in on a
 14 better phone, I think we could do that in one minute.
 15 JUDGE RENDAHL: Why don't we do that. Mr.
 16 Sekich, are you still there?
 17 MR. SEKICH: Yes, I'm still here. This is
 18 Dominick Sekich, for AT&T.
 19 JUDGE RENDAHL: Thank you. Are you there,
 20 Mr. Munn? Let's be off the record for a moment.
 21 (Discussion off the record.)
 22 JUDGE RENDAHL: Let's be back on the
 23 record. We went off the record just to -- we weren't
 24 sure if we were going to get you back.
 25 MR. MUNN: I can understand that concern.

1 SGAT/271 WORKSHOP IV, 8/1/01 5508
 JUDGE RENDAHL: Okay. Ms. LaFave.
 2 MS. LaFAVE: Yes.
 3 JUDGE RENDAHL: Would you please state your
 4 full name for the record?
 5 MS. LaFAVE: Mary Ferguson LaFave.
 6 JUDGE RENDAHL: And spell your last name.
 7 MS. LaFAVE: L-a-F-a-v, as in Victor, -e.
 8 JUDGE RENDAHL: Thank you. Would you
 9 please raise your right hand?
 10 MS. LaFAVE: Yep.
 11 Whereupon,
 12 MARY F. LaFAVE,
 13 having been first duly sworn, was called as a witness
 14 herein and testified as follows:
 15 JUDGE RENDAHL: Thank you. Okay. And Mr.
 16 Munn, I'm sorry, I didn't take your appearance.
 17 MR. MUNN: John Munn, on behalf of Qwest.
 18 JUDGE RENDAHL: Thank you. How do you wish
 19 to proceed? I guess we need to admit Ms. LaFave's
 20 testimony. Is there any objections to admitting the
 21 testimony marked as Exhibit 1022, the rebuttal
 22 testimony of Ms. LaFave? Hearing no objection, it
 23 will be admitted.
 24 Does Ms. LaFave have any presentation, or
 25 is this just making Ms. LaFave available for

1 SGAT/271 WORKSHOP IV, 8/1/01 5509
 questions by AT&T?
 2 MR. MUNN: Judge, we would just propose to
 3 make Ms. LaFave available for any cross-examination
 4 questions at this time. The testimony is fairly
 5 brief, and I don't think a summary would be necessary
 6 here.
 7 JUDGE RENDAHL: Okay. Mr. Sekich, do you
 8 have any questions for Ms. LaFave?
 9 MR. SEKICH: Yes, I do. They'll be fairly
 10 brief, perhaps five to 10 minutes, but I appreciate
 11 the opportunity.
 12 JUDGE RENDAHL: Please go ahead.
 13 MR. SEKICH: Ms. LaFave, are you presently
 14 employed as an attorney for Qwest?
 15 MS. LaFAVE: No, I'm not.
 16 MR. SEKICH: Thank you. First question.
 17 I'll be using the acronyms, I guess, used in your
 18 testimony, QCI, referring to I think Qwest
 19 Communications International?
 20 MS. LaFAVE: The parent company, yes.
 21 MR. SEKICH: QC, referring to Qwest
 22 Corporation, Qwest Corp.?
 23 MS. LaFAVE: Uh-huh.
 24 MR. SEKICH: And QCC, which I believe is
 25 Qwest Communications Corporation?

1 SGAT/271 WORKSHOP IV, 8/1/01 5510
 MS. LaFAVE: Yes.
 2 JUDGE RENDAHL: Mr. Sekich, can you speak
 3 up a bit for the court reporter?
 4 MR. SEKICH: Absolutely. Is this better?
 5 JUDGE RENDAHL: That's much better. Thank
 6 you.
 7 MR. SEKICH: QC, as I understand from your
 8 testimony, is the entity that was at one time US West
 9 Communications; is that correct?
 10 MS. LaFAVE: Correct.
 11 MR. SEKICH: Question. QCI, as you
 12 mentioned, is the parent entity of Qwest. Does QCI
 13 own or control any local exchange company, other than
 14 QC?
 15 MS. LaFAVE: No.
 16 MR. SEKICH: Did QCI at any time own or
 17 control any local exchange company?
 18 MS. LaFAVE: Not to the best of my
 19 knowledge, no.
 20 MR. SEKICH: Could there have been a
 21 competitive local exchange company that QCI, or old
 22 Qwest, owned or controlled?
 23 MS. LaFAVE: I -- I don't know. I don't --
 24 I don't believe so, no.
 25 MR. SEKICH: Okay. And I guess maybe the

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SGAT/271 WORKSHOP IV, 8/1/01 5511
 1 final question. Are there any facilities of QCI or
 2 QCC that are available for use by QC?
 3 MS. LaFAVE: Not as far as I'm aware, no.
 4 MR. SEKICH: If QCI owned an office
 5 building, for example, would those facilities be made
 6 available to, say, co-house or include or provide
 7 space to QC?
 8 MR. MUNN: Dom, are you asking if that is
 9 occurring today or are you asking a hypothetical?
 10 MR. SEKICH: Well, actually, that's a good
 11 point, Mr. Munn. Why don't we ask today. Is there
 12 any facility owned by -- not owned by QC, but owned
 13 by QCI or an affiliate of QCI that is presently in
 14 use by QC?
 15 MS. LaFAVE: I honestly don't know with
 16 respect to any real estate structure, but to the
 17 extent it would all be handled and accounted for
 18 under the affiliate accounting rules.
 19 MR. SEKICH: And that's the end of my
 20 questions.
 21 JUDGE RENDAHL: Okay. Do you have
 22 anything, Mr. Munn?
 23 MR. MUNN: No, Judge. Thank you.
 24 JUDGE RENDAHL: Okay. Is there anything
 25 from any party around the table, any questions by any

SGAT/271 WORKSHOP IV, 8/1/01 5512
 1 party for Ms. LaFave? Okay. Hearing nothing, thank
 2 you very much for being patient with us, Ms. LaFave,
 3 Mr. Munn, and Mr. Sekich, in getting our technical
 4 difficulties resolved and starting later than we
 5 intended. So you're free to go if you'd like.
 6 MR. SEKICH: Thank you. This is Dominick
 7 Sekich. I'll be dropping from the bridge.
 8 MR. MUNN: Ms. LaFave and I will also be
 9 dropping.
 10 JUDGE RENDAHL: Okay. Thank you very much.
 11 Let's be off the record.
 12 (Discussion off the record.)
 13 JUDGE RENDAHL: Let's be on the record.
 14 While we were off the record, Qwest has circulated a
 15 definition of packet switch, which, as I understand,
 16 will resolve the issues in Washington Packet Switch
 17 Issue Five; is that correct?
 18 MS. STEWART: Yes.
 19 JUDGE RENDAHL: Okay. And is this SGAT
 20 language, does this go to a particular SGAT section?
 21 MS. STEWART: Yes, it is SGAT language. It
 22 will go in the definitions section of the SGAT.
 23 Currently that section is numbered, but my
 24 understanding is they're in the process of converting
 25 that SGAT section to an alphabetical list without

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 1 individual numbers, so this will enter into the
 2 appropriate place alphabetically in that definition
 3 list.
 4 JUDGE RENDAHL: Okay. And this is within
 5 Section Four of the definitions?
 6 MS. STEWART: That is correct.
 7 JUDGE RENDAHL: Okay. So this would be an
 8 exhibit to your testimony, I suppose?
 9 MS. STEWART: Yes, it would.
 10 JUDGE RENDAHL: We will make this Exhibit
 11 1166.
 12 MS. STEWART: 1166 or 10?
 13 JUDGE RENDAHL: 1166. I made a mistake
 14 yesterday. The SGAT Section 9.7.5.2.2 should be
 15 1165. Does that make more sense?
 16 MS. STEWART: Yes, it would. Thank you.
 17 JUDGE RENDAHL: Okay. And so this is
 18 agreed upon language. Now PS-5 is no longer at
 19 impasse?
 20 MS. HOPFENBECK: That's correct. Just to
 21 spell out what the -- there was a compromise here,
 22 and WorldCom has withdrawn its request to have both a
 23 definition of packet switch and packet switching and
 24 has agreed that our concerns would be satisfied by
 25 simply adding this particular definition of packet

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 1 switch, which is identical to the definition that was
 2 proposed by Mr. Schneider in his Exhibit MSW-3 that
 3 was admitted as -- I don't have the exhibit list
 4 handy. My friend here --
 5 JUDGE RENDAHL: Hold on a second.
 6 Schneider, MS-3, MWS-3?
 7 MS. HOPFENBECK: Yeah, MWS-3, which is
 8 Exhibit 862. It's identical to that, with the
 9 exception of one word, and that is the fourth word,
 10 router, in our proposed definition said switch, and
 11 we're willing to accept substitution of the term
 12 router for switch here.
 13 So this satisfies our concern that the SGAT
 14 accurately described a packet switch from a technical
 15 perspective, and that issue is closed from our
 16 perspective.
 17 JUDGE RENDAHL: Okay. And for my own
 18 clarification, Washington PS-4, we're still at
 19 impasse, but we resolved the status of the interim
 20 rate issue; is that correct?
 21 MR. STEESE: Can you say that again, Judge?
 22 JUDGE RENDAHL: On our issues log,
 23 Washington Packet Switching Issue Four was at impasse
 24 and indicated we needed to check on the status of the
 25 follow-up of Exhibit A. We did that yesterday, and

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 1 Ms. Anderl indicated that the rates have not yet been
 2 run through a cost docket, but there are interim
 3 rates in Exhibit A. And I was wondering whether --
 4 we're still at impasse on this issue, but we had that
 5 concern about the cost docket.
 6 MS. HOPFENBECK: Yeah, my understanding is
 7 that Ms. Anderl is going to advocate that packet
 8 switching prices be included in Part D of the cost
 9 docket. And from WorldCom's perspective, with that
 10 commitment, we are satisfied that this issue can be
 11 closed.
 12 JUDGE RENDAHL: Okay.
 13 MS. HOPFENBECK: We will join her in
 14 supporting -- adding packet switching price into Part
 15 D.
 16 JUDGE RENDAHL: And is AT&T okay with that,
 17 as well? Is that something you're able to discuss?
 18 The issue can be closed pending the discussion in the
 19 cost docket?
 20 MS. KILGORE: Yeah, that's fine.
 21 JUDGE RENDAHL: Yes, okay. I hadn't had
 22 that issue as closed on my log, and I just wanted to
 23 make sure that we cleared that up. Okay. Well,
 24 thank you very much. We also -- is there anything
 25 else on packet switching that we need to address?

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 1 Mr. Griffith, do you have a question?
 2 MR. GRIFFITH: Just one slight comment. I
 3 believe the correct terminology for protocols down in
 4 the last sentence is X.25 and X.75. It's just a
 5 slight typo on the Exhibit 1166.
 6 JUDGE RENDAHL: Okay. Thank you very much.
 7 MS. STEWART: We'll make that change.
 8 JUDGE RENDAHL: Okay. So we can now move
 9 to subloop issues and -- because we've completed the
 10 dark fiber, we finished that yesterday; correct?
 11 MS. STEWART: Right.
 12 JUDGE RENDAHL: Okay. So moving right
 13 along to subloops, who would like to explain the new
 14 issues log?
 15 MS. STEWART: I can do that. AT&T and
 16 Qwest, working cooperatively this morning, went
 17 through all of the issues that either had a status of
 18 impasse or are still open as part of this workshop in
 19 regards to subloop unbundling. We took the list and
 20 just clearly articulated what was the true issue left
 21 within each of the items that were either at impasse
 22 or open, and then we've just itemized those
 23 differences.
 24 And what I would propose is that we would
 25 retain the complete list, as far as being in the

SGAT/271 WORKSHOP IV, 8/1/01 5517
 1 record, but that this shortened list would be the
 2 list for purposes of moving forward in this workshop
 3 and would be the list from which briefing would
 4 occur.
 5 JUDGE RENDAHL: Okay. We have not entered
 6 the issues log into the record per se as an exhibit.
 7 We had discussed doing that. Do the parties wish to
 8 do that or just use them as guides for briefing?
 9 MR. WEIGLER: Well, whatever we've done
 10 traditionally, Your Honor. What have we done on
 11 other issues?
 12 MS. STRAIN: Both.
 13 JUDGE RENDAHL: Both. We've been
 14 inconsistent on this. So I think it's really up to
 15 the parties. I'm not sure we need it as an exhibit
 16 if the parties understand it's useful just for
 17 briefing purposes.
 18 MR. WEIGLER: I'd rather not admit it as an
 19 exhibit. For example, I noticed that there's an SGAT
 20 provision missing, and I don't want to be precluded
 21 because it's not listed in an exhibit. But I will
 22 notify Qwest on what that is. It's on WA-SB-3.
 23 9.3.3.7 is included in the SGAT provision.
 24 JUDGE RENDAHL: Okay. Thank you. Well, we
 25 won't then include it as part of the record, but for

SGAT/271 WORKSHOP IV, 8/1/01 5518
 1 purposes of discussion and briefing, this will be the
 2 issues log for subloops. Then let's get back to
 3 where we were yesterday before we broke, and I think
 4 we were still discussing issue SB-3 and Qwest's
 5 access protocol document.
 6 I now have another exhibit, which is an
 7 additional draft of Qwest Standard MTE Terminal
 8 Access Protocol. How does this differ from the
 9 document dated 7/17/01 that we had in yesterday? Mr.
 10 Orrel, do you wish to speak to this, or who is --
 11 MR. ORREL: Yes, Judge, I can. I just
 12 noticed we should have changed 7/17/01 draft to
 13 8/1/01 draft. We'll correct that. This draft -- we
 14 probably should enter this as an exhibit.
 15 JUDGE RENDAHL: And would this be to your
 16 testimony, then, Mr. Orrel?
 17 MR. ORREL: It would be to Ms. Stewart's.
 18 JUDGE RENDAHL: Ms. Stewart's.
 19 JUDGE RENDAHL: This will be Exhibit 1167.
 20 MR. ORREL: Thank you, Judge.
 21 JUDGE RENDAHL: This will be the August 1st
 22 version --
 23 MR. ORREL: Yes.
 24 JUDGE RENDAHL: -- of Qwest's MTE Terminal
 25 Access Protocol.

SGAT/271 WORKSHOP IV, 8/1/01 5519
 1 MR. ORREL: What I would propose to do is
 2 this is a MTE Terminal Access Protocol Lite, if you
 3 will. It doesn't include the original photographs
 4 that were in the original version of Exhibit 1164.
 5 So with that, what has transpired since yesterday is
 6 Qwest has taken comments that AT&T provided in a
 7 red-line version of this access protocol and tried to
 8 incorporate as many of the concerns as Qwest can into
 9 this Exhibit 1167.
 10 This morning, AT&T and Qwest communicated
 11 some additional changes that could be made to soften
 12 the positions, if you will, from both parties. What
 13 this document represents is the fairly close
 14 approximation -- and Mr. Wilson, you can verify this
 15 for me, if you'd like -- of where Qwest and AT&T
 16 stand with the access protocol. It's a very close
 17 document to an agreement, as far as how the access
 18 should be provided.
 19 We do have some exceptions. I think AT&T
 20 has some issues that they would like to present on
 21 the record that probably are still issues, even with
 22 this Exhibit 1167. With that, I'll let Mr. Wilson
 23 address those.
 24 JUDGE RENDAHL: Thank you, Mr. Orrel.
 25 MR. WILSON: Ken Wilson, for AT&T. I think

SGAT/271 WORKSHOP IV, 8/1/01 5520
 1 we're much closer than we were on this. There are
 2 still a few issues. I think a number of those issues
 3 are already addressed in the disputed issues list.
 4 However, we did see one spot on page 14 that somehow
 5 got missed, and we think the last sentence on page 14
 6 needs to be removed. It's an ICB sentence that we
 7 think is now covered by -- for instance, the first
 8 paragraph on the next page, page 15, talks about
 9 additional access methods, et cetera.
 10 MR. ORREL: We can remove that, Ken.
 11 You're right. That's an oversight.
 12 MR. WILSON: Okay. I think we're very
 13 close on this. I think any problems we -- I think
 14 we're going to have to take this back, and if there
 15 are any remaining issues, we could probably address
 16 them in briefing on this access protocol.
 17 I do have a number of issues in the SGAT
 18 related to the same Washington issue. I guess we're
 19 on what, SB-3 still. So I think we need to go over
 20 the new SGAT language that Qwest passed out yesterday
 21 for a few moments. We have some questions on a few
 22 issues.
 23 JUDGE RENDAHL: And that being Exhibit
 24 1020, the new Section 9.3?
 25 MR. WILSON: Yes, Your Honor.

SGAT/271 WORKSHOP IV, 8/1/01 5521
 1 MR. ORREL: And before we go there, what I
 2 would offer to do is get a complete version with that
 3 latest change of the MTE access protocol as a
 4 late-filed exhibit.
 5 JUDGE RENDAHL: Why don't we just replace
 6 -- you need to make the change for August 1, anyway.
 7 MR. ORREL: Yes.
 8 JUDGE RENDAHL: So why don't we replace
 9 Exhibit 1167 with those two changes.
 10 MR. ORREL: I can do that before we leave
 11 here today.
 12 JUDGE RENDAHL: Okay.
 13 MR. WILSON: So perhaps if we can go to the
 14 -- Exhibit 1020, I believe, was the new SGAT Lite for
 15 Subloop Section 9.3. Do we need Mr. Orrel?
 16 MS. STEWART: Probably. He's coming back.
 17 JUDGE RENDAHL: Which section are we
 18 looking at?
 19 MR. WILSON: Let's first look at Section
 20 9.3.3.5. The first addition that I would like to add
 21 to this to clarify a dispute which was discussed
 22 yesterday, in the fifth line of 9.3.3.5, it says,
 23 Qwest's systems to support subloop orders, and then I
 24 would insert "at no charge to CLEC."
 25 MR. STEESE: Can you say that again, Ken?

SGAT/271 WORKSHOP IV, 8/1/01 5522
 1 I'm sorry. You cut out at that exact moment.
 2 MR. WILSON: In the fifth line, it says,
 3 Qwest's systems to support subloop orders, and then I
 4 would add "at no charge to CLEC."
 5 MS. STEWART: Ken, if I could just clarify
 6 your intent here. We have the dispute over Qwest
 7 believes that it's appropriate to charge the CLEC for
 8 the inventory creation, and by you inserting no
 9 charge, are you discussing that or are you saying
 10 that no additional charge beyond what's contemplated
 11 in the nonrecurring?
 12 MR. WILSON: I was trying to focus the
 13 dispute with language that could be put in or not.
 14 So it is that charge.
 15 MS. STEWART: That's what I was trying to
 16 say, whether you were trying to clarify you would pay
 17 the inventory once and then you wouldn't pay us
 18 anything additional to put it into the LSR, or are
 19 you just saying the whole inventory would be at no
 20 charge?
 21 MR. WILSON: It's my understanding, and
 22 we're going to get to this in some other paragraphs,
 23 that the inventory of the CLEC terminations is done
 24 by the CLEC, and that the whole Qwest activity is to
 25 put that into your systems. Now, there are some

SGAT/271 WORKSHOP IV, 8/1/01 5523
 1 places we'll need to clean up, and I'm going to get
 2 to those, where it seems like Qwest is inventorying
 3 the CLEC terminations, but I thought we had
 4 determined in earlier workshops that actually the
 5 CLEC does its own inventory.
 6 MS. STEWART: Right, right.
 7 MR. WILSON: So --
 8 JUDGE RENDAHL: Going back to the charge, I
 9 think, can you respond to Ms. Stewart's question
 10 about what charge you're talking about here?
 11 MR. WILSON: I think the only inventory
 12 charge is the placing of -- or the changing of
 13 Qwest's database. That's all that's left, I believe.
 14 MS. STEWART: Correct.
 15 MR. WILSON: So that's the charge.
 16 MS. STEWART: Okay. Then we would not
 17 agree to insert this language.
 18 MR. WILSON: That's -- yes.
 19 MS. STEWART: Then it could be a disputed
 20 language. Okay, great.
 21 MR. WILSON: I think this just clarifies
 22 the dispute.
 23 MS. STEWART: Thank you. I just didn't
 24 know if -- okay. So Qwest would not agree to insert
 25 "at no charge to CLEC" in the place suggested by Mr.

SGAT/271 WORKSHOP IV, 8/1/01 5524
 1 Wilson.
 2 MR. WILSON: Right. Now, a little further
 3 in this paragraph, I think I have a suggestion that
 4 probably is acceptable. If you go down four more
 5 lines, where it says "complete an inventory of CLEC's
 6 terminations," this is where the confusion, I think,
 7 hasn't been resolved. I would change that to say
 8 something like "input the information on CLEC's
 9 terminations." The way it's in there now, it sounds
 10 like Qwest is doing the inventorying of the CLEC
 11 terminations.
 12 MR. STEESE: Let me make a suggestion here,
 13 Ken. I think we can do this. So it would be to
 14 input the inventory of CLEC terminations into its
 15 systems?
 16 MR. WILSON: That's fine, yeah. I think
 17 that's what we've decided it should be.
 18 MS. STEWART: Okay.
 19 JUDGE RENDAHL: So what was that language,
 20 Mr. Steese? Input the inventory?
 21 MR. STEESE: After the word "to," t-o, put
 22 the word "input" and the word "the," "input the,"
 23 then you delete "complete." And it will read "to
 24 input the inventory of CLEC's terminations into its
 25 systems."

SGAT/271 WORKSHOP IV, 8/1/01 5525
 1 JUDGE RENDAHL: Into its systems?
 2 MR. STEESE: Right.
 3 JUDGE RENDAHL: So you would delete the
 4 words "and submit the data."
 5 MR. STEESE: Right.
 6 MR. WILSON: I think that looks like what
 7 I'd intended to do.
 8 JUDGE RENDAHL: Okay. So AT&T is in
 9 agreement with that?
 10 MR. WILSON: Yes, I think that sounds
 11 acceptable.
 12 JUDGE RENDAHL: Okay. And that continues
 13 an agreement that you all have made prior to this?
 14 MR. WILSON: I think it -- yes, it
 15 continues an understanding of what Qwest was actually
 16 wanting to do.
 17 JUDGE RENDAHL: Okay.
 18 MR. WILSON: There was some
 19 misunderstanding earlier about that.
 20 JUDGE RENDAHL: Okay. Thank you.
 21 MR. WILSON: Then we go to 9.3.3.7.
 22 MS. KILGORE: Ken.
 23 MR. WILSON: Yes.
 24 MS. KILGORE: Before we go there, as I read
 25 further in 9.3.3.5, it appears to me that there is

SGAT/271 WORKSHOP IV, 8/1/01 5526
 1 further cleanup to be done, because Qwest is no
 2 longer performing the inventory. For example, I
 3 question whether an extended interval would ever be
 4 necessary beyond five days if you're just updating
 5 your records.
 6 MR. STEESE: But let's assume it's the
 7 World Trade Center. I mean, the simple fact is
 8 you're right, Sarah, most of the time it's not going
 9 to be that significant, but there might be some
 10 instances where you're coming in with just huge
 11 numbers and it might take longer, or it might be that
 12 you come in and you're trying to get all, you know,
 13 50 MTEs done all at one time and it's just not
 14 possible to get it done. And while we would hope
 15 that that would not occur often, there still is a
 16 chance it could.
 17 MS. KILGORE: Okay. I guess I'm not going
 18 to, you know, require it. If you think it's
 19 necessary to extend your interval, then, you know,
 20 we'll go through the process here. However, in the
 21 last sentence that's been added by Qwest to this
 22 provision, you're still talking about Qwest creating
 23 the inventory, and I would suggest you revise that
 24 similar to what we've done up farther.
 25 MR. STEESE: Where is that, Sarah?

1 SGAT/271 WORKSHOP IV, 8/1/01 5527
 MS. KILGORE: It's the additional sentence
 2 at the end of 9.3.3.5. Currently --
 3 JUDGE RENDAHL: Do you have this document,
 4 Mr. Steese?
 5 MR. STEESE: I have it right on my computer
 6 as she's speaking, yes, ma'am.
 7 JUDGE RENDAHL: Okay. So where it says
 8 "before Qwest completes completion of the inventory,"
 9 maybe it can be changed to say "before Qwest inputs
 10 the inventory into its systems," or "before Qwest
 11 completes the" -- you know, completes inputting --
 12 whatever language satisfies your needs.
 13 MS. STEWART: This is Karen Stewart. I
 14 would propose for the sentence to now read, "If CLEC
 15 submits a subloop order before Qwest inputs the
 16 inventory into its systems, Qwest shall process the
 17 order in accord with Section 9.3.5.4.1."
 18 JUDGE RENDAHL: Is that acceptable?
 19 MS. KILGORE: Sounds good to me.
 20 JUDGE RENDAHL: Mr. Steese.
 21 MR. STEESE: Yes.
 22 JUDGE RENDAHL: Okay. Can we move on? I
 23 guess the next issue is with Section 9.3.3.7; is that
 24 correct, Mr. Wilson?
 25 MR. WILSON: Yes. The last sentence in

1 SGAT/271 WORKSHOP IV, 8/1/01 5528
 1 that paragraph says that the CLEC shall pay for this
 2 new terminal. However, I believe we heard Qwest say
 3 yesterday that this would be built into the recurring
 4 charge. So I suggest the last sentence be deleted.
 5 JUDGE RENDAHL: Do you mean the whole
 6 sentence or the last phrase, having to do with the
 7 ICB portion?
 8 MR. WILSON: The whole sentence, I believe.
 9 MR. STEESE: Is Mr. Orrel in the room?
 10 MR. ORREL: Yes.
 11 MR. STEESE: Barry, what are your thoughts
 12 on that or --
 13 MR. ORREL: What we were discussing
 14 yesterday is when we had to place a SPOI, that the
 15 cost for the retrofit of the terminal would be part
 16 of a recurring charge on a termination basis. So I'm
 17 trying to determine the context of this actual item,
 18 9.3.3.7.
 19 MR. STEESE: I'm not trying to tread on
 20 consensus that was reached yesterday, and so Barry,
 21 correct me if there's something I'm saying that's
 22 incorrect, but what this relates to is the UNE remand
 23 order, which specifically contemplates such
 24 rearrangements in an MTE context, and it also
 25 contemplates that the cost for such rearrangement

1 SGAT/271 WORKSHOP IV, 8/1/01 5529
 1 would be borne by the CLEC.
 2 And there are two scenarios that I see
 3 here. One where if you look at the type of terminal
 4 that we have in place, AT&T or some other CLEC
 5 couldn't gain access to it wherein we would have to
 6 rearrange. The other is a situation where you need
 7 to expand the terminal to accommodate AT&T despite
 8 the fact that such terminal access would have been
 9 permissible. You might have a number of CLECs, you
 10 might have a building owner saying they want to
 11 rearrange and move where the building terminal was
 12 located. There are a number of potential scenarios
 13 here.
 14 I'm not sure if what Mr. Orrel said
 15 yesterday contemplated all of those or simply the
 16 instance where you have, for lack of a better term, a
 17 hard wire facility that you couldn't gain access to
 18 simply by virtue of how it was physically wired.
 19 MR. WILSON: Chuck, this is Ken Wilson. I
 20 think where we kind of have gotten in discussions
 21 with Qwest offline this morning and yesterday was
 22 that if it's a terminal where the CLEC can go in and
 23 gain access in a temporary manner, but it's an old
 24 terminal and Qwest thinks that it needs to be
 25 retrofitted, Qwest would do that and it would be

1 SGAT/271 WORKSHOP IV, 8/1/01 5530
 1 built into the nonrecurring.
 2 If the CLEC requests that Qwest build a new
 3 terminal, then the CLEC would pay. I think that's
 4 where we kind of have left it.
 5 MR. ORREL: Just as a clarification, Ken,
 6 it's a recurring. You said nonrecurring.
 7 MR. WILSON: I'm sorry, yes, recurring.
 8 MR. ORREL: And I think that's what Chuck
 9 is outlining. You've got two scenarios, one where
 10 you need to retrofit an existing terminal to create a
 11 demarcation point, to create a readily accessible
 12 kind of arrangement, cross-connect field. The other
 13 one, what Chuck is talking about, comes out of, I
 14 think, the MTE access order from the FCC that in
 15 scenarios where there is no single point of
 16 interconnection and the -- or there are issues with
 17 the owner, the CLEC can request that that single
 18 point of interconnection can be built, and at that
 19 point, the CLEC pays the nonrecurring charge.
 20 Do I have that right, Chuck, as far as what
 21 the order said?
 22 MR. STEESE: It comes from the UNE remand
 23 order, but other than that, yes.
 24 MR. ORREL: Okay, I'm sorry. Thanks.
 25 MS. KILGORE: Chuck, could you give me a

SGAT/271 WORKSHOP IV, 8/1/01 5531

1 paragraph number in the UNE remand order so that I
 2 can -- I don't recall it saying that, so --
 3 MR. STEESE: That's going to take me one
 4 moment, but if, in fact, the parties have gotten to
 5 the point that we've just discussed, it seems that
 6 we're going to have to modify 9.3.3.7 slightly to
 7 account for the two different scenarios, where the
 8 CLEC or building owner makes the request, one; or
 9 two, where Qwest makes the decision that it must
 10 rearrange.
 11 MR. ORREL: I would agree with that, Chuck.
 12 And Karen's writing furiously here. You can't see
 13 her.
 14 JUDGE RENDAHL: What are AT&T's thoughts?
 15 I mean, absent your having a paragraph in the UNE
 16 remand order, but --
 17 MS. KILGORE: I guess I'm having a hard
 18 time understanding the distinction between the two
 19 scenarios that have been presented and why the cost
 20 for doing that work would be handled differently.
 21 I'm having a hard time understanding why -- you know,
 22 what you said yesterday is not applicable here.
 23 MS. STEWART: This is Karen Stewart. I
 24 think what we're trying to contemplate, if there's a
 25 situation where we've got a hard wire terminal and

SGAT/271 WORKSHOP IV, 8/1/01 5532

1 there's no way to create a true demarcation point and
 2 Qwest looks at it and determines that is indeed the
 3 case, then the CLEC can do a temporary temporizing
 4 situation to be able to serve their customer, then we
 5 would come back and rearrange it.
 6 Now, let's suppose we're in a different
 7 situation. A CLEC is coming into a building, they've
 8 got a lot of facilities, they're taking a major
 9 customer, spreading the major customer all over
 10 everything that's there, isn't a fit, and the CLEC
 11 says, you know, what I really want to do is have a
 12 nice tidy new SPOI built and installed here. So it's
 13 the CLEC requesting that ultimately they want a new
 14 different type of interconnection.
 15 And in those situations, the CLEC would
 16 have to pay the cost of Qwest putting in a complete
 17 new SPOI, or single point of interface, to serve
 18 their needs.
 19 MR. STEESE: And in fact, that's correct,
 20 Karen. In fact, it comes from paragraph 226 of the
 21 UNE remand order, and it's several sentences in the
 22 beginning, but basically, if parties can't agree on
 23 the creation of a SPOI, then the incumbent is
 24 required to construct it and, quote, "any disputes
 25 regarding the implementation of this requirement,

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1 including the provision of compensation to the ILEC
 2 under forward-looking pricing principles, shall be
 3 subject to dispute resolution."
 4 So we read that paragraph as saying we're
 5 required to move, CLECs are required to pay. And
 6 that is in the latter situation that Ms. Stewart just
 7 outlined.
 8 JUDGE RENDAHL: It appears that, at least
 9 on this point, the parties are likely at impasse on
 10 this. And whether Qwest will redraft the section to
 11 include those two options, I think it still appears
 12 that there remains an impasse issue, unless AT&T has
 13 the same understanding of the paragraph.
 14 MS. KILGORE: I think what I'd like to
 15 suggest is since Karen is -- were you writing the
 16 language?
 17 MS. STEWART: Trying to.
 18 MS. KILGORE: We'll take a look at her
 19 revised language and then we'll revisit this after we
 20 have that opportunity.
 21 JUDGE RENDAHL: Well, why don't we defer
 22 this particular section until after a break or when
 23 you have an opportunity to look at it.
 24 Let's move on, then. The next section
 25 would be 9.3.5.4.1, is that correct, Mr. Wilson,

SGAT/271 WORKSHOP IV, 8/1/01 5534

1 under SB-3, or did you have other issues?
 2 MR. WILSON: A few other issues, Your
 3 Honor. In 9.3.3.7.1, which is right under the
 4 paragraph we were just looking at, Qwest has put 45
 5 days in two places. AT&T would prefer 30 days. That
 6 30 days is a whole month, and there is the ability in
 7 it for Qwest to extend the time. So we think 30 days
 8 is probably reasonable.
 9 MR. ORREL: Well, Qwest agrees that if it
 10 takes less than 45 days, we obviously will complete
 11 the work in that time period, but 45 days is the
 12 interval that we feel is appropriate for this work
 13 activity. It incorporates doing engineering work,
 14 incorporates procuring equipment, incorporates
 15 scheduling workload to have the work completed.
 16 Included in that work may be towing out the -- each
 17 of the pairs in the terminal to make sure we've got
 18 connections at the right terminations, et cetera, so
 19 --
 20 MR. WILSON: Actually, maybe we can solve
 21 this. If the temporizing solution can last for 90
 22 days, and I can't -- I know I changed that. I think
 23 somewhere Qwest had the temporizing solution can only
 24 last for 30 days.
 25 MR. STEESE: That's in 9.3.3.6.

1 SGAT/271 WORKSHOP IV, 8/1/01 5535
 MR. WILSON: Okay.
 2 MR. STEESE: What about 60 days instead,
 3 Ken, to get you past the 45?
 4 MR. WILSON: Well, I'm just concerned that
 5 if you leave the 45 and then you've got the
 6 possibility of extension, plus there's -- that really
 7 doesn't include us discussing what to do up front.
 8 I'm just afraid that we can get in situations where
 9 there isn't enough overlap. So I was trying to -- if
 10 we could change the 30 in 9.3.3.6 to 90, I think we
 11 could leave the 45.
 12 MS. KILGORE: Chuck, this is Sarah. If I
 13 could suggest, perhaps in 9.3.3.6, we use a period of
 14 time that would begin once the work is completed in
 15 9.3.3.7.1.
 16 MR. STEESE: That's not the only instance
 17 when you might use a temporary fix, though. You
 18 might decide for your own reasons (inaudible).
 19 JUDGE RENDAHL: Mr. Steese, you'll have to
 20 speak up. The court reporter can't quite hear you.
 21 MR. STEESE: I apologize. It seems to me
 22 that there are circumstances other than those
 23 outlined in 9.3.3.7.1 when a CLEC may use a temporary
 24 situation. So looking at the suggestion, if we're
 25 going to do anything to 9.3.3.6, I would recommend

SGAT/271 WORKSHOP IV, 8/1/01 5536
 1 something along the lines that Mr. Wilson just
 2 discussed. But I would look to Mr. Orrel and Ms.
 3 Stewart to see if the 90 days is something that Qwest
 4 could accept.
 5 MR. WEIGLER: I have a question.
 6 JUDGE RENDAHL: Mr. Weigler.
 7 MR. WEIGLER: Steve Weigler, from AT&T. It
 8 looks like 9.3.3.6 might contradict the access
 9 protocol that Qwest has proffered, because it talks
 10 about if we use temporary wiring, CLECs shall remove
 11 them and install permanent wiring within -- well,
 12 right now it says 30 calendar days. In the access
 13 protocol, Qwest talks about Qwest, actually, if they
 14 do a change-out, that Qwest would be changing out or
 15 --
 16 MR. ORREL: That's correct, Steve. But the
 17 issue with 9.3.3.6 covers more territory than just
 18 the scenario where a terminal is retrofitted and
 19 terminations are moved onto the new terminal. From
 20 the perspective of what Ken offered, I think 90 days
 21 is acceptable as far as the temporized solution in
 22 place. That provides an interval for if Qwest
 23 changes out the terminal, let's just say we do it on
 24 the 45th day, we would, as a part of that process,
 25 move the temporized terminations onto the new

SGAT/271 WORKSHOP IV, 8/1/01 5537
 1 terminal for the CLEC. And going forward, the CLEC
 2 would utilize that new cross-connect field.
 3 So I think it would capture the interval
 4 that is required for retrofitting. It provides AT&T
 5 or the CLECs more flexibility with temporizing their
 6 terminations and avoids the whole issue of conflict
 7 with the access protocol.
 8 MR. WEIGLER: And to avoid conflict with
 9 the access protocol, I would request the following
 10 language. After the first comma, I would suggest
 11 that we add "if required under the provisions of this
 12 SGAT," because there's times --
 13 MR. ORREL: Which section are you in?
 14 MR. WEIGLER: I'm sorry, 9.3.3.6. "If a
 15 CLEC connects Qwest subloop element to CLEC's
 16 facilities using any temporary wiring or cutover
 17 devices" -- oh, it actually should read "CLEC shall
 18 remove them and install permanent wiring within 90
 19 calendar days, comma, if required under the
 20 provisions of this SGAT."
 21 Because there's times when Qwest is going
 22 -- that we're going to put in temporary wiring and
 23 it's going to be -- if Qwest wants to retrofit, it's
 24 Qwest's responsibility to remove it. So there's
 25 times when it's appropriate for the CLEC to do it and

SGAT/271 WORKSHOP IV, 8/1/01 5538
 1 there's times that it's appropriate that Qwest is
 2 suggesting, through their access protocol, that it's
 3 appropriate for Qwest to do it.
 4 MS. STEWART: Okay. Well, I think -- okay,
 5 first of all, I think it could get confusing if you
 6 say "if required under the SGAT." I am not opposed
 7 to crafting an additional sentence that indicates if
 8 the temporary wiring is associated with the fact you
 9 couldn't get access to the terminal, then yes, that
 10 would be the case. But it's a fact that many
 11 companies use temporary cutover devices when they're
 12 cutting over a large customer because they don't want
 13 to keep the large customer out of service a period of
 14 time. So they'll pre-wire and then the night it cut,
 15 they'll do a cutover. And a lot of times those
 16 temporary cutover devices add confusions and problems
 17 and repair issues later, and the plan is always to
 18 come back and take out those cutover devices.
 19 We're trying to make it a statement you've
 20 got to come back and get those out. So this is
 21 really not about the temporizing, but I can see, now
 22 that you've brought it up, how the word temporary
 23 wiring sounds like it's the temporizing. So we will
 24 deal with the temporizing, but no, when you put in
 25 temporary cutover devices to aid in cutting a large

SGAT/271 WORKSHOP IV, 8/1/01 5539
 1 customer, you need to groom those out.
 2 MR. STEESE: I have a suggestion to
 3 eliminate this concern.
 4 MS. STEWART: Okay. Just a second. Ken's
 5 agreeing, I think, with me.
 6 MR. WILSON: I think we agree in concept.
 7 If you have a sentence you can add, we'll look at it.
 8 MS. STEWART: I will work on a sentence to
 9 make sure this isn't contemplating you've got to do
 10 all the work associated with the retrofit of the
 11 temporizing.
 12 MR. STEESE: I have a suggestion that's
 13 just adding a couple of words that might eliminate
 14 the concern. And that is to say, "CLEC shall remove
 15 any remaining temporary wiring and install permanent
 16 wiring within 90 calendar days." So in theory, if
 17 we've already taken care of this, it wouldn't be
 18 remaining, you wouldn't have to do anything. So just
 19 add the words "shall remove any remaining temporary
 20 wiring or cutover devices" and delete the word
 21 "them."
 22 MR. WILSON: AT&T thinks that would be
 23 acceptable.
 24 JUDGE RENDAHL: This is on the third line
 25 down in 9.3.3.6. Remove the word "them" and add "any

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 1 remaining temporary wiring of cutover devices." Is
 2 that correct, Mr. Steese?
 3 MR. STEESE: Yes.
 4 JUDGE RENDAHL: And Mr. Wilson, you can
 5 agree with that?
 6 MR. WILSON: Yes.
 7 JUDGE RENDAHL: Is that acceptable, Ms.
 8 Stewart?
 9 MS. STEWART: Yes.
 10 JUDGE RENDAHL: Okay. And also, you've
 11 agreed to the 90-day change, changing 30 to 90?
 12 MR. STEESE: Yes.
 13 JUDGE RENDAHL: Okay. So does that resolve
 14 your issue with Section 9.3.3.7.1, Mr. Wilson?
 15 MR. WILSON: Yes, Your Honor.
 16 JUDGE RENDAHL: Okay.
 17 MR. WILSON: Going to the next page,
 18 paragraph 9.3.3.7.3, I have a suggestion that kind of
 19 takes into account some of our earlier discussion.
 20 Right now it says "CLEC may cancel such MTE access."
 21 I would strike the words "such MTE access" and put
 22 "a", replacing them, and then, after "request," I
 23 would put "to construct an FCP." So it would read,
 24 "CLEC may cancel a request to construct an FCP prior
 25 to Qwest completing the work," and then it goes on.

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 1 MR. STEESE: I would not use that word,
 2 FCP, there. That would be confusing in light of the
 3 fact that this is an MTE terminal. But other than
 4 that, I think that we could come to something really
 5 pretty close, Ken.
 6 MS. STEWART: Chuck, would an FCP or SPOI
 7 --
 8 MR. STEESE: Yes.
 9 MS. STEWART: Because there are situations
 10 where there could be an FCP in an MTE.
 11 MR. STEESE: Correct. And I would not have
 12 any difficulty with that.
 13 MS. STEWART: Would that be okay with you,
 14 Ken?
 15 MR. WILSON: Say that again, please.
 16 MS. STEWART: Putting in "to construct an
 17 FCP or SPOI." Those would be the only two situations
 18 where you probably need to do a halt.
 19 MR. WILSON: Yes.
 20 JUDGE RENDAHL: A halt, meaning h-a-l-t?
 21 MS. STEWART: Yes.
 22 MR. WILSON: And I put FCP because the
 23 paragraph before talks about detached terminal.
 24 MS. STEWART: Correct. That's why I wanted
 25 to let Mr. Steese know there may be situations where

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 1 an FCP would be --
 2 MR. WILSON: Right.
 3 JUDGE RENDAHL: Okay. So you all are in
 4 agreement on that language. Would you like me to
 5 repeat it for the record?
 6 MS. STEWART: Or I can repeat it and we'll
 7 make another exhibit. "CLEC may cancel" -- strike
 8 such MTE access -- insert the word "a request,"
 9 insert "to construct an FCP or SPOI," and then the
 10 rest of the paragraph continues.
 11 JUDGE RENDAHL: AT&T finds that acceptable?
 12 MR. WILSON: The language is acceptable. I
 13 think there is still a generic issue on who pays what
 14 in what situation that probably may be briefed and
 15 may be a cost docket issue in the end. Because here
 16 the issue is if the CLEC requests of Qwest that it
 17 build something, whose asset is it if the CLEC is
 18 paying for it? I mean, this is the old issue of the
 19 first person in seems to be paying for the whole
 20 thing and Qwest isn't giving them ownership, et
 21 cetera, but I think that's an issue that we can't
 22 really address here in full.
 23 JUDGE RENDAHL: So you're intending to
 24 brief that issue.
 25 MR. WILSON: I think it probably will be.

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 1 And the discussion a little bit ago on the other
 2 issue, I think, will highlight what our remaining
 3 problems are once we get that language.
 4 JUDGE RENDAHL: Okay. So --
 5 MR. WILSON: Now I would go to 9.3.3.8.
 6 And we are getting close to the end of my changes, I
 7 guarantee. This is a paragraph which prohibits
 8 rearrangement, but I don't think that it contemplates
 9 the access protocol. So I was going to add a
 10 sentence right after the first sentence, which says
 11 something like the following, and maybe you just want
 12 to hear me through before you write it down.
 13 I was going to add the following sentence:
 14 "This does not preclude normal rearrangement of
 15 wiring or impair" -- excuse me.
 16 JUDGE RENDAHL: Let's be off the record for
 17 a moment.
 18 (Discussion off the record.)
 19 JUDGE RENDAHL: Let's be back on the
 20 record.
 21 MR. WILSON: Okay. The new sentence would
 22 read, "This does not preclude normal rearrangement of
 23 wiring or jumpering necessary to connect inside wire
 24 or intra-building cable to CLEC facilities in the
 25 manner described in the MTE access protocol."

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 1 MS. STEWART: I think I've got it, Ken.
 2 JUDGE RENDAHL: "This does not preclude
 3 normal rearrangement of wiring or jumpering necessary
 4 to connect inside wiring or intra-building cabling to
 5 CLEC facilities in the manner described in the MTE
 6 access protocol?"
 7 MR. WILSON: Yes.
 8 JUDGE RENDAHL: Okay. And the parties are
 9 in agreement on that?
 10 MR. WILSON: Yes.
 11 MR. STEESE: The only thing, Judge, that I
 12 would make plain, and this is nitpicky, but you put
 13 inside wiring or intra-building cabling. And inside
 14 wire and intra-building cable, at least
 15 intra-building cable is defined, so I think I would
 16 just leave it the generic intra-building cable, even
 17 though it's probably nondecisive grammar.
 18 JUDGE RENDAHL: So delete the inside wiring
 19 or --
 20 MR. STEESE: No, put inside wire or
 21 intra-building cable, and just leave it at that. You
 22 put ing, i-n-g.
 23 JUDGE RENDAHL: Oh, I put the i-n-g on,
 24 excuse me. I apologize.
 25 MR. ORREL: It was nitpicky.

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 1 MR. WILSON: Moving right along, under
 2 Section 9.3.5, Ordering and Provisioning, the third
 3 paragraph there, 9.3.5.1.2, asks for NC and NCI
 4 codes, and I had the following question. What codes?
 5 If -- and I'm more concerned with the intra-building
 6 wiring. Is that just a code? I mean, is that -- do
 7 you just mean the code for intra-building wiring?
 8 MS. STEWART: We distributed Exhibit 1021
 9 yesterday. You might want to have 1021 handy. It
 10 has the NCI codes.
 11 JUDGE RENDAHL: This is a document called
 12 High Level LSR Process Flow for Intra-Building Cable.
 13 MS. STEWART: That is correct. The last
 14 page.
 15 JUDGE RENDAHL: Does that resolve your
 16 concerns, Mr. Wilson?
 17 MR. WILSON: So it's just, as I read your
 18 document for building wiring, it would -- there would
 19 be two different codes, one for two-wire, one for
 20 four-wire?
 21 MR. VIVEROS: Correct.
 22 MR. WILSON: Okay. I think that answers my
 23 question. I think there's an overall issue on the
 24 need for the LSR, but that's a separate issue. I
 25 just wanted to clarify. Thank you.

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 1 Continuing on, Section 9.3.5.4.1, the -- I
 2 understand the new language you added is based on the
 3 language that was proposed in the multi-state, and
 4 there may be some dispute on that, but my issue was I
 5 think it would be a good idea for Qwest to start
 6 creating or to create a Web site where, as buildings
 7 are identified, Qwest would log the building -- the
 8 ownership of inside wire onto the Web site so that we
 9 don't have to continually go through this process
 10 with new CLECs requesting, et cetera, et cetera.
 11 In other words, why don't we facilitate
 12 this kind of like we have with central office
 13 collocation, where there's now a Web site. You can
 14 look to see if there's space available, et cetera.
 15 But I think for now what I'm suggesting is that a Web
 16 site be created just to clarify the building
 17 ownership and that that be populated as Qwest
 18 determines the ownership through CLEC request or as
 19 new buildings are installed by Qwest, et cetera.
 20 JUDGE RENDAHL: Thoughts from Qwest.
 21 MS. STEWART: This is a new request, and I
 22 would have to check with our various people
 23 responsible for the Web sites to see if that's a
 24 possibility. And well, yeah, we -- I guess I'm just
 25 sort of thinking the staggering number of entries

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 1 that there may need to be in there, but I will --
 2 we'll take it under advisement and see if we can get
 3 with people in our organization to discuss it.
 4 JUDGE RENDAHL: I have a question for Mr.
 5 Wilson about this. If this Web site comes to
 6 fruition, are you proposing that some of -- I
 7 understand that there's impasse over some of the
 8 provisions of 9.3.5.4.1. Are you offering the Web
 9 site to resolve some of those issues or just
 10 something that will be helpful in addition to the
 11 procedures in 9.3.5.4.1, helpful for CLECs and Qwest
 12 in managing the ownership of inside wire?
 13 MR. WEIGLER: Both, both. But I think
 14 we've basically agreed to the --
 15 MS. STEWART: Right.
 16 MR. WEIGLER: Because that's what we were
 17 advocating, the two, five, 10-day, but we, on
 18 brainstorming on this issue, we believe that it would
 19 be best for every party, all -- the entire CLEC
 20 that's trying to access and Qwest realize that we
 21 have some central depository for this information, so
 22 it's more -- in that respect, it's more of a helpful
 23 solution that would at least work for AT&T.
 24 JUDGE RENDAHL: Okay. So but at this
 25 point, you are in agreement on the language with the

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 1 change that Qwest has made?
 2 MR. WEIGLER: We're in agreement with part
 3 of the language in that section. The part that we're
 4 not in agreement with is the first paragraph, that we
 5 would have to notify the account manager at Qwest in
 6 writing of its intention to provide access to
 7 customer --
 8 JUDGE RENDAHL: You'll have to speak slower
 9 for the court reporter.
 10 MR. WEIGLER: I'm sorry. We're not in
 11 agreement with the first paragraph, that we would
 12 need to notify an account manager in writing of our
 13 intention to provide access to customers that reside
 14 within the MTE. We communicated that -- and I think
 15 we discussed this a little yesterday. We believe
 16 that we should be able to e-mail or provide some more
 17 efficient notice to Qwest.
 18 MR. STEESE: Why wouldn't an e-mail be a
 19 writing?
 20 MR. VIVEROS: Chuck, this is Chris, and we
 21 did discuss it after the brief conversation yesterday
 22 offline. And I think that we were thinking along the
 23 lines of an actual letter via mail, but in talking
 24 about it further, basically agree with what Chuck is
 25 saying, is that, given the words, we certainly could

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 1 ensure the flexibility that you could simply e-mail
 2 your account manager with all the information that
 3 you would put in a letter in mail. We don't think
 4 that's an issue at all.
 5 JUDGE RENDAHL: Would Qwest agree to
 6 adding, after the words "in writing," comma,
 7 "including via e-mail, comma?"
 8 MR. VIVEROS: Absolutely.
 9 JUDGE RENDAHL: Would that resolve AT&T's
 10 concerns with that paragraph?
 11 MR. WEIGLER: Yes.
 12 JUDGE RENDAHL: Wonderful. So we can take
 13 that off our impasse list.
 14 MR. WEIGLER: Well, although we do want to
 15 explore the Web site.
 16 JUDGE RENDAHL: Right. I guess I was not
 17 taking that off the table, but just stating that it
 18 didn't appear that the parties need to brief this
 19 particular section, but that the suggestion is there
 20 for Qwest to explore the Web site option.
 21 MS. STEWART: This is Karen Stewart, from
 22 Qwest. I was going to say the same thing. I think
 23 if we try to leave this at impasse, because you have
 24 an open request not responded to, it would be
 25 confusing. And if you feel strongly enough about the

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 1 Web site, I would almost recommend that we create
 2 another issues list, another issue on the list that
 3 has that so we all know specifically what we were
 4 discussing there.
 5 JUDGE RENDAHL: Ms. Kilgore.
 6 MS. KILGORE: I think that would be fine to
 7 have a new issue for the Web site. And just to give
 8 a little bit more background, as we were talking
 9 about how we would administer this ownership of
 10 inside wire issue, number one, to have a place where,
 11 as Qwest become aware of locations where it owned
 12 inside wire, it could post that information. It
 13 would enable us to kind of quickly do a check before
 14 we send any kind of request for -- or notification to
 15 Qwest that we're going there. So we thought it would
 16 be helpful there.
 17 And it's also wrapped up in the whole LSR
 18 issue. If a determination is made that we do need to
 19 provide Qwest with an LSR, and that on that LSR we
 20 need to indicate whether Qwest owns the wire at that
 21 location, we're going to have to do some sort of a
 22 database somehow so that we can quickly determine
 23 that information. So that was how we kind of came to
 24 this idea.
 25 JUDGE RENDAHL: Okay. So if we indicate as

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 1 Washington Subloop Issue 13 an open issue of whether
 2 Qwest should create a Web site for ownership of
 3 inside wire, would that capture the issue?
 4 MS. STEWART: I believe it would. I've got
 5 perhaps some wording here that might do that. And we
 6 would be willing to leave it open to the conclusion
 7 at the end of this workshop. If, by the end of this
 8 workshop, we have not been able to answer the
 9 question, then we would need to send it to impasse.
 10 My proposed wording, "AT&T has requested a
 11 Web site be created to identify MTE locations where
 12 Qwest has already determined building ownership."
 13 JUDGE RENDAHL: To identify MTE --
 14 MS. STEWART: -- locations where Qwest has
 15 already determined building ownership. Oh, yeah,
 16 building ownership, good thinking. "Determined
 17 intra-building cable ownership."
 18 JUDGE RENDAHL: Right, that was going to be
 19 my question. I thought we were talking about the
 20 inside wiring portion.
 21 MS. STEWART: Yeah, it's our real estate --
 22 JUDGE RENDAHL: Okay. With that, it looks
 23 like there are two remaining issues under SB-3, and
 24 that's SGAT Sections 9.3.5.4.4 and 4.5; is that
 25 correct? Or do you have additional --

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 1 MR. WILSON: I have just a few more.
 2 JUDGE RENDAHL: Okay. Would this be a good
 3 time to take a morning break?
 4 MR. WILSON: Perhaps it would, and maybe a
 5 few of these I could talk to Mr. Orrel at break,
 6 because some of them are questions.
 7 JUDGE RENDAHL: Okay. Well, why don't we
 8 take our mid-morning break, and we'll reconvene by 10
 9 till. Let's be off the record.
 10 (Recess taken.)
 11 JUDGE RENDAHL: Let's be back on the
 12 record. While we were off the record for an extended
 13 mid-morning break, AT&T and Qwest, I think, made some
 14 significant progress on Section 9.3, which is
 15 memorialized in Exhibit 1020. Ms. Stewart, would you
 16 care to explain the additional changes that you made
 17 beyond what we discussed on the record already?
 18 MS. STEWART: Yes, I will. An additional
 19 change is going to be made to 9.3.3.7, and will be
 20 reflected in a Replacement Exhibit 1020 that we're in
 21 the process of currently producing. What the
 22 situation is is that in 9.3.3.7, this is a situation
 23 where there's a dispute between the parties on
 24 whether a SPOI and how the SPOI should be built or
 25 reconfigured, and Qwest believes that, per the UNE

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 1 remand, it's required to move forward to build a
 2 SPOI, but believes that the CLEC should be
 3 responsible for the nonrecurring charges. I believe
 4 this paragraph will stay as is and then will become
 5 the impasse paragraph between the parties.
 6 JUDGE RENDAHL: Okay.
 7 MS. STEWART: Then, two new paragraphs are
 8 being added, and these two new paragraphs provide
 9 clarity about nondispute situations. And then they
 10 are an agreement between the parties.
 11 JUDGE RENDAHL: And they will be
 12 subparagraphs to 9.3.3.7?
 13 MS. STEWART: That is correct.
 14 JUDGE RENDAHL: Okay.
 15 MS. STEWART: The first new paragraph, "If
 16 CLEC requests that a new SPOI be established, then
 17 CLEC shall pay Qwest a nonrecurring charge that will
 18 be ICB, comma, based on the scope of the work
 19 required."
 20 New paragraph to cover the third situation.
 21 "If the MTE terminal is hard-wired in such a manner
 22 that a network demarcation point cannot be created,
 23 comma, Qwest will rearrange the terminal to create a
 24 cross-connect field and demarcation point, period.
 25 Charges for such rearrangement shall be recovered

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 1 through reoccurring charges, period."
 2 JUDGE RENDAHL: Now, will those two
 3 paragraphs be new paragraph 9.3.3.7.1 and .2, and
 4 those numbering --
 5 MS. STEWART: I just left it all part of
 6 9.3.3.7, just as continued -- but I've separated them
 7 into paragraphs, because two are in agreement and one
 8 is at impasse.
 9 JUDGE RENDAHL: Okay. I just wanted to
 10 clarify how we were doing that.
 11 MR. WEIGLER: Karen, I just have a quick
 12 question on that language. When you say that it will
 13 be captured by recurring charges, are you
 14 specifically citing to the charges listed in the
 15 subloop section?
 16 MS. STEWART: We would anticipate they
 17 would be included in the recurring charges of the
 18 subloop element itself, intra-building cable.
 19 MR. WEIGLER: So is that 9.3.6.1.1?
 20 MS. STEWART: I believe so, but I've got
 21 Mr. Orrel, my expert, not on the mic. They want to
 22 confirm the exact recurring charge. It's the subloop
 23 intra-building cable; correct?
 24 MR. ORREL: To my knowledge, that is the
 25 correct charge. I think that's the only recurring

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1 charge shown in Exhibit A for subloop.
 2 MR. WEIGLER: Thank you.
 3 JUDGE RENDAHL: Okay. So on that point,
 4 AT&T and Qwest are in agreement?
 5 MS. STEWART: Correct.
 6 JUDGE RENDAHL: Okay. Now, have other
 7 parties been looped into this yet? I mean, I'm
 8 assuming that there's no objection from other parties
 9 to this language?
 10 MS. STEWART: We had a few additional
 11 changes over the break.
 12 JUDGE RENDAHL: Okay.
 13 MS. STEWART: Section 9.3.5.4.3 should read
 14 -- we keep the first part of the sentence. "If Qwest
 15 owns the facilities on the customer side of the
 16 terminal," then insert "and if CLEC requires space,"
 17 then delete "CLEC shall notify Qwest in writing of
 18 whether the building owner has provided space for
 19 CLEC," that's deleted. We would then continue with
 20 "to enter the building and terminate its facilities,"
 21 strike "or whether," add the word "and," and then
 22 continue with the rest of the sentence.
 23 And we then had changes in 9.3.5.4.4. On
 24 the third line, where we have a new insert that says,
 25 "if necessary," that insert will be modified to say

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1 "if either are necessary."
 2 JUDGE RENDAHL: Before you go on, I have a
 3 question about 9.3.5.4.3. I'm not sure we have a
 4 complete sentence.
 5 MS. STEWART: Oh.
 6 JUDGE RENDAHL: If Qwest -- as I understand
 7 it, this is how it reads. "If Qwest owns the
 8 facilities on the customer's side of the terminal and
 9 if CLEC requires space to enter the building and
 10 terminate its facilities and Qwest must rearrange
 11 facilities or construct new facilities to accommodate
 12 such access," I don't -- that's not a sentence. Do I
 13 have it wrong?
 14 MR. VIVEROS: No, you have it correct. I
 15 believe at the end of that phrase it should say,
 16 "CLEC shall notify Qwest."
 17 JUDGE RENDAHL: Okay. Thank you.
 18 MS. STEWART: Okay. Good catch. Thank
 19 you.
 20 JUDGE RENDAHL: Okay.
 21 MS. STEWART: "Shall notify Qwest." Okay.
 22 And then on 9.3.5.4.4, there was a second change
 23 beyond the either/or we just discussed. It was in
 24 the second sentence. It says, "CLEC will populate
 25 the LSR with the termination information provided,"

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1 then the insert is "by CLEC." And then it goes on
 2 for the rest of the sentence. So insert of the words
 3 "by CLEC" after the word "provided."
 4 Then, in 9.3.5.4.5, at the end of the first
 5 sentence following the word "MTE-POI," the insert is
 6 "in accordance with the MTE access protocol." Next
 7 change in that same section is two sentences down.
 8 It begins -- the sentence begins, "In addition," that
 9 sentence will be struck. And the sentence, in its
 10 entirety, that will be struck is, "In addition, CLECs
 11 shall not at any time disconnect Qwest facilities
 12 between its subloop elements and Qwest's subloop
 13 elements without specific written authorization from
 14 Qwest."
 15 It's believed the issues are covered in
 16 other sections and specifically in the MTE Access
 17 Protocol of exactly when a CLEC can do that.
 18 JUDGE RENDAHL: Okay.
 19 MS. STEWART: Next, 9.3.5.4.5.2, and its
 20 subendings, .1, .2, .3, will be stricken from the
 21 SGAT and replaced with "reserved for future use."
 22 JUDGE RENDAHL: And so what happens to
 23 9.3.5.4.5.2? Just the whole thing is reserved for
 24 future use?
 25 MS. STEWART: Correct. That, and all of

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1 its little subpieces will state "reserved for future
 2 use." And that was all the changes we agreed to over
 3 the break.
 4 JUDGE RENDAHL: Okay. Now, Mr. Wilson, do
 5 you have anything additional that you need to
 6 discuss?
 7 MR. WILSON: I think, Your Honor, that
 8 covers the issues that I had marked in the new SGAT
 9 version. I think we still have disputed issues on
 10 the issues list, but this focuses, I think -- it
 11 focuses and clarifies and --
 12 JUDGE RENDAHL: Narrows.
 13 MR. WILSON: -- narrows the issues, yes.
 14 JUDGE RENDAHL: Good. Thank you all for
 15 your work this morning. I know you've put in a lot
 16 of time revising and editing, so good work. And I
 17 know, Ms. Kilgore, you had some questions on Exhibit
 18 1021; is that correct?
 19 MS. KILGORE: I guess Steve --
 20 JUDGE RENDAHL: You'll need to turn on your
 21 mic, though.
 22 MS. KILGORE: Steve can correct me if I'm
 23 wrong, but I believe that the remaining item that we
 24 would like to discuss this morning would be WA-SB-4,
 25 which is the LSR requirement. And I think the best

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1 way for us to enter into that discussion would be to
 2 have Barry talk about 1021, if he's available.
 3 MS. STEWART: I believe it's going to be
 4 Mr. Viveros who will discuss that, but --
 5 MS. KILGORE: Fine.
 6 JUDGE RENDAHL: Okay. Before we go on, so
 7 we're done with issue Subloop Three with the changes
 8 made to Exhibit 1020, and the impasse issues that
 9 remain, and the new issue that we added on concerning
 10 the Web site.
 11 MS. STEWART: Correct.
 12 JUDGE RENDAHL: Okay. Then let's move on
 13 to Subloop Issue Four. And you want -- Ms. Kilgore,
 14 you've asked Qwest to walk through Exhibit 1021, the
 15 High Level LSR Process document?
 16 MS. KILGORE: Yes.
 17 MR. VIVEROS: And actually, Exhibit 1021,
 18 it has several parts to it. The process flow at the
 19 top of the first page is actually the overall process
 20 that will be used by Qwest when they receive a
 21 request from a CLEC for an intra-building cable
 22 subloop, so it reflects at the beginning the CLEC
 23 submitting the request, in this case via the IMA LSR
 24 system. It comes into our service delivery center.
 25 They convert that LSR into service orders. Those

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1 service orders are distributed to various
 2 provisioning and maintenance systems and eventually
 3 the billing system.
 4 As part of that process, the request for
 5 subloop gets a circuit identification, a circuit ID
 6 assigned to the subloop element. It's not reflected
 7 in detail in the high level process flow, but where
 8 the CLEC is submitting the LSR prior to the
 9 completion of the inventory, as part of the
 10 assignment process, Qwest will manually intervene,
 11 hold that order until the end cable count has been
 12 defined, assigned a termination, and then continue
 13 processing the order.
 14 JUDGE RENDAHL: Mr. Viveros, before you go
 15 further, there are a number of acronyms in this
 16 process flow. If you could, just for the record,
 17 identify what those acronyms are, that would be
 18 helpful. CLEC, I think we know. CPS? Okay. Mr.
 19 Orrel, Ms. Stewart?
 20 MR. ORREL: Thanks for putting me on the
 21 spot. I don't know what that means. We'll find out.
 22 MS. KILGORE: Can you describe the
 23 functionality of what it is? Is it a database or --
 24 MR. VIVEROS: Quite honestly, I'm going to
 25 need to do some checking around that entire step.

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1 Given the fact that it's labeled 1A, my presumption
 2 is it was a late add to the process flow. Someone
 3 identified this additional need. So we'll need to
 4 investigate that a little bit further.
 5 JUDGE RENDAHL: Okay. And what is SDC?
 6 MR. VIVEROS: That is the service delivery
 7 center. That is the name of our wholesale center.
 8 JUDGE RENDAHL: Okay. SOPs, standard
 9 operating procedures.
 10 MR. VIVEROS: No, that is service order
 11 processors.
 12 JUDGE RENDAHL: Okay. Thank you. This is
 13 why I needed you to identify this. What is LMOS?
 14 MR. VIVEROS: Loop maintenance operating
 15 system.
 16 JUDGE RENDAHL: Okay. And CRIS.
 17 MR. VIVEROS: Customer records and
 18 information system.
 19 JUDGE RENDAHL: Okay. SOAC?
 20 MR. VIVEROS: Service order assignment and
 21 control.
 22 JUDGE RENDAHL: Okay. WFA-DO?
 23 MR. VIVEROS: Work force administration,
 24 dispatch out.
 25 JUDGE RENDAHL: Okay. And then LFACS?

SGAT/271 WORKSHOP IV, 8/1/01 5562

1 MR. VIVEROS: Loop facility assignment and
 2 control system.
 3 JUDGE RENDAHL: Thank you. Your test is
 4 over. You passed. Go ahead.
 5 MR. VIVEROS: So that is the high level
 6 process flow that we will utilize in order to either
 7 literally get it to a technician to run the jumper
 8 when the CLEC asks us to or to go through the process
 9 of defining the subloop with a circuit ID,
 10 inventorying it in our provisioning and maintenance
 11 systems, and eventually posting it to the CRIS
 12 billing system. At the bottom of -- yes, Ken?
 13 MR. WILSON: Actually, I was going to ask
 14 some questions on the points at the bottom, but if
 15 you're going to go through them, go ahead.
 16 MR. VIVEROS: Okay, yes. At the bottom of
 17 that first page are the LSR requirements for the CLEC
 18 to initiate this process. We talked about this a
 19 little earlier today. Basically, the CLEC would
 20 identify that it is intra-building cable subloop by
 21 the NC/NCI codes, which are contained on the last
 22 page of the exhibit. They would populate the end
 23 user's address so that we knew where the termination
 24 was taking place. They would provide the cable and
 25 pair information, or the CFA that we've been talking

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SGAT/271 WORKSHOP IV, 8/1/01 5563

1 about in all cases where they wanted Qwest to run the
 2 jumper, and certainly they would not have to provide
 3 it where they were going to run the jumper and the
 4 inventory hadn't been completed.
 5 Four indicates that the remark would also
 6 specify that it is an intra-building cable.
 7 MR. WILSON: Why do you need that one?
 8 Because, number one, you've put the correct NC/NCI
 9 code on which says it's intra-building cable.
 10 MR. VIVEROS: I agree with you, Ken. And
 11 we can eliminate that requirement if it's a problem.
 12 MR. WILSON: Well, our concern is that when
 13 you put something in the comment field, I think it
 14 kicks it into manual, so you wouldn't want that in.
 15 MR. VIVEROS: That's not automatic, Ken,
 16 but you're right. I mean, it's an unnecessary step,
 17 and we can go ahead and remove it.
 18 MR. WILSON: Thank you.
 19 MS. KILGORE: Mr. Viveros, could you
 20 clarify one -- an LSR will only be submitted, will it
 21 not, if it is intra-building cable owned by Qwest?
 22 MR. VIVEROS: As opposed to inside wire
 23 owned by an end user or a property owner?
 24 MS. KILGORE: Right.
 25 MR. VIVEROS: That's correct.

SGAT/271 WORKSHOP IV, 8/1/01 5564

1 MS. KILGORE: Okay. Thank you.
 2 MR. WEIGLER: I just --
 3 MR. VIVEROS: Well, let me clarify that. I
 4 mean, this process is designed around where a CLEC is
 5 accessing the intra-building cable subloop element.
 6 If the inside wire is owned by the property owner,
 7 depending on where you want to gain access to the
 8 NID, there are circumstances where we've talked
 9 about, in the NID workshop, the need for an order.
 10 MS. KILGORE: Thank you.
 11 MR. VIVEROS: Step Five is in conjunction
 12 with the agreement to provide CLEC the option of
 13 running the jumper themselves or asking Qwest run the
 14 jumper. The LSR currently has no means of
 15 communicating that. This is a pretty unique
 16 situation. It's the only scenario where CLECs have
 17 the option of doing the provisioning work themselves.
 18 And then six is just indicating that the LSR is
 19 either faxed into our service delivery center or it
 20 can be submitted through IMA.
 21 And right now our IT organization is
 22 working on the development to make IMA capable of
 23 handling the intra-building subloop LSR in addition
 24 to the distribution and feeder subloops that already
 25 can be submitted in the IMA system.

SGAT/271 WORKSHOP IV, 8/1/01 5565

1 JUDGE RENDAHL: Mr. Viveros, I have another
 2 question for you about this document. The numbers
 3 that correspond to the arrows in the actual process
 4 flow part, is that intended to be in sequence? So
 5 you would go from CLEC to IMA as one, I mean, that
 6 order would follow, so you're supposed to follow the
 7 numeric order here to go through the entire process
 8 flow, as needed?
 9 MR. VIVEROS: Yes, that's correct. And
 10 actually, I need to make one correction to that.
 11 JUDGE RENDAHL: Okay.
 12 MR. VIVEROS: We couldn't make it on the
 13 electronic copy that we had. Coming out of the
 14 WFA-DO box and coming up into the SOPS box, that one
 15 should be an 11.
 16 JUDGE RENDAHL: That was one of my
 17 questions. Okay. Thank you.
 18 MR. WILSON: On number five, doesn't that
 19 mean, really -- isn't the intention if we want Qwest
 20 to run the jumper, then we put that in the comment
 21 field?
 22 MR. VIVEROS: Yes, and with that comment,
 23 then, based on what occurs by the assigner in SOAC,
 24 it would distribute to WFA-DO.
 25 MR. WILSON: Okay. We think we should

SGAT/271 WORKSHOP IV, 8/1/01 5566

1 strike the clause "or if the CLEC will run the
 2 jumper," because it's implying that we have to put
 3 something either way.
 4 MR. VIVEROS: I apologize, Ken. I was
 5 looking at the flow diagram and the five there, not
 6 the step five in the LSR requirement.
 7 MR. WILSON: Oh, I'm sorry.
 8 MR. VIVEROS: Now I realize you're talking
 9 about that. Right now, the process, as we had
 10 defined it, does call for the CLEC to make a positive
 11 entry, so that there isn't any question as to what
 12 the CLEC wants, whether they're going to do the work
 13 or whether they want us to do the work.
 14 MR. WILSON: I think since you already --
 15 we've pretty much agreed it would be rare for the
 16 CLEC to request that Qwest do the jumpering, it would
 17 be -- it would create less trouble if we simply put a
 18 comment when we want them to do it, not either way.
 19 I think it will create confusion and more work.
 20 MS. KILGORE: Ken, is that because of the
 21 kicking it out to manual any time you write in a
 22 written comment in the remarks section?
 23 MR. WILSON: Yes, and someone has to look
 24 at it and they can make a mistake. So I think it
 25 would be much more efficient to make it a positive

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SGAT/271 WORKSHOP IV, 8/1/01 5567
 1 request, not you put something every time and
 2 someone's got to look at it and decide.
 3 MR. WEIGLER: I would ask Qwest, does that
 4 make it a manual process on your side, that there's
 5 going to be a remark that someone has to review every
 6 time?
 7 MR. VIVEROS: Right now, it is a manual
 8 process. There is no way to automatically or
 9 mechanically prevent an order from dispatching out,
 10 except under circumstances where there are very
 11 specific facilities involved, are defined in our
 12 systems as completely cut through.
 13 So these orders are, one, going to be
 14 written by our service delivery center. Putting this
 15 -- or requiring this remark isn't going to change
 16 that at all, but more importantly, depending on what
 17 circumstances we're talking about, in cases -- in I
 18 guess the vast majority of cases where we are not
 19 going to dispatch out to do provisioning work, the
 20 provisioning systems have not been able to be
 21 modified to automatically assume that, if you will,
 22 and prevent it. It does require intervention on
 23 every one of the orders to preclude us from
 24 dispatching out to the premise.
 25 MR. WILSON: Wait a minute. What if I send

SGAT/271 WORKSHOP IV, 8/1/01 5568
 1 you -- you're the one that wants this LSR. We don't
 2 want to send it. If I don't put a comment in it,
 3 what happens?
 4 MR. VIVEROS: If you don't put a comment of
 5 what, Ken?
 6 MR. WILSON: Well, number five says that I
 7 have to put a comment. What if I don't put a
 8 comment?
 9 MR. VIVEROS: Right now, these are our LSR
 10 requirements. So if we moved forward with them as
 11 they existed right here and if you did not make an
 12 indication as to whether or not we were to run the
 13 jumper or you were to run the jumper, I would expect
 14 a service delivery center to reject the LSR back to
 15 you.
 16 MR. WILSON: For not putting a comment in?
 17 MR. VIVEROS: For not making a
 18 determination, this is one of the LSR requirements
 19 specifying one way or the other. We can certainly go
 20 back and evaluate very quickly, before the end of the
 21 day, whether or not we can agree to a default of
 22 presuming you will run the jumpers.
 23 MR. WILSON: And I think that's all we're
 24 saying.
 25 MR. VIVEROS: We can do that. That's not a

SGAT/271 WORKSHOP IV, 8/1/01 5569
 1 problem.
 2 JUDGE RENDAHL: So the presumption is that
 3 the CLEC would run the jumper unless there's a remark
 4 put in requesting Qwest to run the jumper; is that
 5 the agreement?
 6 MS. STEWART: Well, we're going to double
 7 check, but yes.
 8 JUDGE RENDAHL: And that's what you all
 9 have discussed around the table here?
 10 MR. WILSON: That's what AT&T would
 11 request. If we have to send an LSR, which is still a
 12 bit of dispute, it should be efficient and require
 13 the minimum amount of effort, because this, as we've
 14 said in the previous workshop, this is a very simple
 15 thing.
 16 JUDGE RENDAHL: And AT&T's concern about
 17 the remark section is that your concern is any time
 18 you put a remark in an LSR, it bumps it to a manual
 19 process and takes longer and costs more?
 20 MR. WILSON: Yes, the AT&T person would
 21 have to type it in manually, somebody at Qwest would
 22 then have to look at it, and it would be manual. I
 23 mean, you're guaranteeing it's manual on both sides.
 24 JUDGE RENDAHL: Okay. So by not -- by
 25 having the presumption that AT&T or the CLEC will run

SGAT/271 WORKSHOP IV, 8/1/01 5570
 1 the jumper, then you avoid that -- your concern about
 2 the manual?
 3 MR. WILSON: Yes.
 4 JUDGE RENDAHL: Okay.
 5 MR. VIVEROS: And as I said, we'll be glad
 6 to take that back, but just so that we're clear, the
 7 fact that they're making an entry in the remarks
 8 section is not introducing additional manual effort.
 9 MS. KILGORE: To clarify that, Mr. Viveros,
 10 on your diagram, your flow diagram, arrow two that
 11 goes from IMA down to STC, at that point, could you
 12 explain what the service delivery center does with
 13 the LSR?
 14 MR. VIVEROS: Sure. They receive the LSR,
 15 they review the LSR for accuracy and completeness,
 16 they compare the entries on the LSR to the
 17 requirements for the type of request they're
 18 receiving. Certainly in a scenario where you were
 19 converting an existing retail service to port out
 20 that customer's telephone number and then access the
 21 intra-building cable subloop, they would be looking
 22 at the existing customer records to ensure that there
 23 was a correlation, basically validating the accuracy
 24 that they had the right number, the customer
 25 information matched, we're talking about the same

SGAT/271 WORKSHOP IV, 8/1/01 5571

1 location.

2 They would then take that LSR and convert

3 it into internal service orders. They would enter

4 those orders into our service order processor.

5 MS. KILGORE: Okay. Thank you. Could you

6 -- will this LSR for intra-building cable be a

7 separate LSR from the one that we would submit for a

8 ported number or could this information be contained

9 in the same LSR?

10 MR. VIVEROS: It would be a single LSR, so

11 you can submit an LSR to establish or convert an

12 existing service to intra-building cable only, the

13 retail dial tone service gets disconnected, or you

14 can submit a single LSR to do the same thing where

15 you're going to be porting the customer's telephone

16 number.

17 MS. KILGORE: Okay. For an LSR where --

18 let's say it's just a normal residential

19 single-family home where we are porting a customer

20 away from Qwest. When that LSR is submitted, I'm

21 assuming it would come in through the electronic

22 gateway, does it go through the same treatment that

23 you show here, as far as when it goes to the SDC, is

24 it then a review of each LSR to ensure accuracy, or

25 is that a mechanized process?

SGAT/271 WORKSHOP IV, 8/1/01 5572

1 MR. VIVEROS: That would depend. If I

2 understand the scenario correctly, you're talking

3 about a case where you have a single-family dwelling,

4 residential POTS service, and all that is occurring

5 is you're asking Qwest to disconnect that retail

6 service?

7 MS. KILGORE: And port the number away.

8 MR. VIVEROS: We don't port the number.

9 You port the number. I mean, that's --

10 MS. KILGORE: Well, okay.

11 MR. VIVEROS: Yes, it would be -- an LNP

12 request, a conversion to local number portability,

13 literally the work we would have to do would be to

14 disconnect the retail service, set the 10-digit

15 trigger, and stop billing the end user customer. And

16 that would be a very different flow, because there

17 isn't any new UNE going in.

18 As far as up front, going from IMA to the

19 SDC, some of those orders would go to the service

20 delivery center for that type of review and

21 processing. Some of those orders would bypass a

22 service delivery center and be automatically

23 translated by IMA into the service order processor.

24 MS. KILGORE: How is it determined which go

25 to the SDC? Is it a dropout? I mean --

SGAT/271 WORKSHOP IV, 8/1/01 5573

1 MR. VIVEROS: There are defined

2 circumstances for each of the products that we have

3 flow-through capability on where they will flow and

4 where they won't. So there are circumstances,

5 entries on the LSR, conditions on an existing account

6 that would preclude a request to convert to LNP from

7 flowing through.

8 An example -- in your scenario, probably

9 the most common example that would prevent

10 flow-through would be where there was still some

11 activity occurring on the end user's retail account.

12 MS. KILGORE: Okay. Thank you.

13 JUDGE RENDAHL: So does that conclude your

14 questions on the exhibit?

15 MS. KILGORE: I believe so, Your Honor.

16 Obviously, the issue of LSRs generally is still

17 disputed, and we will brief this issue. It's nice to

18 have that clarification, though, of how this would

19 work from Qwest's perspective.

20 JUDGE RENDAHL: Mr. Weigler.

21 MR. WEIGLER: I just have a couple

22 questions. It says on number six that the CLEC will

23 either fax the order in or issue through IMA. My

24 first question is is if the CLEC faxes in the order,

25 where does that fit into the flow chart? Because it

SGAT/271 WORKSHOP IV, 8/1/01 5574

1 says, number one, from CLEC to IMA.

2 MR. VIVEROS: And in that IMA box, you

3 could modify it to just say slash IIS, IIS -- that's

4 a really good question. I'm going to have to double

5 check on what the acronym stands for. That actually

6 is our fax LSR system, so that's where CLECs fax

7 manual LSRs.

8 MR. WEIGLER: And what would happen if the

9 CLEC faxed in the order? Would it be typed into IMA

10 by Qwest?

11 MR. VIVEROS: No, it would not. It would

12 follow the same flow. The CLEC would submit it via

13 fax, it would go to the service delivery center, the

14 service delivery center would perform the same

15 validation of the entries on the LSR, probably there

16 would be a few additional validations that the

17 service delivery center would need to perform,

18 because there are some that IMA performs when the

19 CLEC submits it electronically, and then they would

20 convert that LSR into internal service orders.

21 MR. WEIGLER: My second question is is the

22 IMA prepared to handle this kind of LSR at this time?

23 MR. VIVEROS: I believe I answered that

24 when I described it. Right now, we can take this LSR

25 in via fax and our systems organization is working on

SGAT/271 WORKSHOP IV, 8/1/01 5575
 1 the modifications to IMA to expand its capabilities.
 2 Right now, it supports distribution subloops and
 3 feeder subloops and it is being enhanced to support
 4 intra-building cable subloops.
 5 MR. WEIGLER: My third question is is there
 6 going to be a charge, like an LSR charge, to the CLEC
 7 for this type of LSR?
 8 MR. VIVEROS: No.
 9 MR. WEIGLER: I don't have any further
 10 questions.
 11 JUDGE RENDAHL: Ms. Young.
 12 MS. YOUNG: Chris, I just have one
 13 question. The service order assigner, that person
 14 will also put the circuit ID back on the LSR; is that
 15 correct? Is that how the circuit ID piece will work?
 16 MR. VIVEROS: Actually, the SOAC assigner
 17 is assigning the termination. The circuit ID is
 18 actually already on the service order. It is created
 19 at the time the SDC turns the LSR into an internal
 20 service order.
 21 MS. YOUNG: Okay. And then the circuit ID,
 22 is it put on the -- how does that get communicated
 23 back to the CLECs so that they know, for repair
 24 purposes, what it is?
 25 MR. VIVEROS: The service delivery center

SGAT/271 WORKSHOP IV, 8/1/01 5576
 1 would, yes, also append the LSR, if you will, in the
 2 creation of the firm order confirmation.
 3 MS. YOUNG: Okay.
 4 MR. VIVEROS: The circuit ID would be
 5 populated on that FOC back to the CLEC.
 6 MS. YOUNG: Okay. And looking at the
 7 second page, where we're looking at an actual service
 8 order, I notice a circuit ID of 4.LXFU.506984..PN,
 9 toward the bottom of the service order.
 10 JUDGE RENDAHL: Which line?
 11 MS. YOUNG: Actually, it's about three
 12 lines from the bottom on the second page. Is that
 13 the type of circuit ID we would expect to see? In
 14 other words, would LXFU always designate
 15 intra-building cable as far as a circuit ID goes, do
 16 you know?
 17 MR. VIVEROS: That is the type of circuit
 18 ID you would see. I'm not sure that the third
 19 position would always be an F, but I would expect it
 20 to almost always be an F. It would definitely be an
 21 LX circuit ID.
 22 MS. YOUNG: Okay. Thank you.
 23 JUDGE RENDAHL: Okay. Are there any other
 24 questions? Mr. Wilson
 25 MR. WILSON: Well, I think that discussion

SGAT/271 WORKSHOP IV, 8/1/01 5577
 1 brought up one of the issues which we covered a bit
 2 previously, but I just want to bring it up again. I
 3 have a big concern with the association of circuit
 4 IDs with these intra-building cables. If there does
 5 happen to be a problem with the inside wire, what it
 6 essentially means is the CLEC has to go back
 7 somewhere in a database and find out what circuit ID
 8 was assigned to this by Qwest before they can get
 9 Qwest to go out and fix the trouble.
 10 And typically, you'll have an installer, an
 11 AT&T technician at the premises, you've got a panel
 12 there, you've got lots of wires. They know which one
 13 is bad, they can flag it and tag it. Why someone
 14 then needs to go find out what Qwest called this
 15 termination I think is adding a level of complexity
 16 that is unnecessary.
 17 I -- and I think this is one of our
 18 problems with this whole LSR business in establishing
 19 these circuit IDs. If the CLEC has, say, a dozen
 20 inside wires that they're using in the building, how
 21 in the world do we know which one is the one that we
 22 ought to be telling Qwest. I think it's going to
 23 cause a lot of rejects of maintenance requests and a
 24 lot of unnecessary problems. That's my opinion on
 25 the subject.

SGAT/271 WORKSHOP IV, 8/1/01 5578
 1 JUDGE RENDAHL: Mr. Viveros.
 2 MR. VIVEROS: Qwest disagrees, and Mr.
 3 Orrel may want to expand on this when he comes back
 4 in the room, but the process for associating some
 5 non-telephone number identifier to an end user's
 6 service is a standard common practice that occurs
 7 every day when CLECs buy unbundled loops or buy any
 8 other UNE that they need to communicate back to the
 9 ILEC with that isn't telephone number-based.
 10 MR. WILSON: And I under -- I mean, if
 11 you're in a central office, you're on relay racks,
 12 these things all have number assignments, row and
 13 column. You're out in the field, you got these ugly
 14 terminals that multiple technicians work on, and if
 15 AT&T has 10 different loops to that terminal, so 10
 16 different circuits, we have a problem on one of them,
 17 how does AT&T and Qwest figure out which of the 10 of
 18 your 10 circuit IDs is the one that's got a problem?
 19 How do we do that?
 20 MR. VIVEROS: There's a one-for-one
 21 relationship between the individual subloop that
 22 you're accessing and the circuit ID that we've
 23 assigned to it. You've gained access to the subloop,
 24 you've sent me a request telling me that you've done
 25 that, that you've run the jumper, and I'm returning a

SGAT/271 WORKSHOP IV, 8/1/01

SGAT/271 WORKSHOP IV, 8/1/01 5579
1 response to you that says, Okay, it's circuit
2 4.LXFU.12345..PN, if we're in Washington.
3 That information needs to be retained both
4 for your bill validation purposes, as well as for any
5 subsequent communication you're going to do with us
6 about what to do with that UNE. You'll need that
7 circuit ID to submit a request to discontinue
8 accessing that subloop, you'll need it to report
9 trouble. We've, I think, talked about this here in
10 Washington, as well as in other jurisdictions, around
11 the inability certainly mechanically, but even from a
12 telephone trouble reporting standpoint, to
13 successfully process a trouble request that says this
14 element that I'm accessing out at this address is
15 broken and our repair people having no ability to go
16 in and determine whether we're actually providing
17 that access to you.
18 MR. WILSON: But I don't think you
19 understand the situation and the problem. AT&T, over
20 the course of six months, installs to 10 circuits in
21 a building out of a hundred. Say there's 100. You
22 get a panel with 100 circuits on it. Over the course
23 of six months, we put in 10. Each time we put a new
24 one in, you assign a circuit ID to it. After two
25 years, one of them goes bad. The technician is out

SGAT/271 WORKSHOP IV, 8/1/01 5580
1 there, he knows which one is bad. How in the world
2 is that technician or AT&T or Qwest going to figure
3 out which of the 10 circuit IDs you have assigned to
4 that circuit? It's not written on the box because,
5 as the technician's installing them, he doesn't have
6 that number. That number comes back from Qwest at
7 some point in time.
8 So it's not -- it's nowhere on the box,
9 there's no correlation that Qwest has, there's no
10 correlation that AT&T has. No one knows which of the
11 10 that is. That's the problem. And you're going to
12 reject the service request because it doesn't have
13 the circuit ID. I suppose I could put any of them on
14 it and just tag it and you wouldn't know if it was
15 wrong, so I think that shows the ludicrousness of
16 this process. I could actually, as I'm sitting here
17 thinking about it, I could put any of the 10 on it;
18 right? How would you know?
19 MR. VIVEROS: Well, you could -- I mean,
20 you could certainly submit a trouble report against a
21 circuit that wasn't the circuit that was in trouble.
22 Chances are you wouldn't end up getting the service
23 that you were talking about restored. How you know
24 is because as you're sending requests to access those
25 10 subloops, we're sending you back a circuit ID to

SGAT/271 WORKSHOP IV, 8/1/01 5581
1 your individual request. And just like any other UNE
2 request, when we send back a circuit ID, CLECs make
3 an association between that ILEC-assigned circuit ID
4 and the service that they are providing their end
5 user customer.
6 I can't tell you how AT&T makes that
7 association, but certainly you do already make that
8 association when you're buying other UNEs.
9 MR. WILSON: Well, I guess I'm just saying,
10 I mean, what was the -- on your exhibit, what was the
11 -- where is the circuit ID on there?
12 MR. VIVEROS: The circuit ID is on the
13 first page of the service order, and it is at the
14 bottom, where it says no dispatch. It is floating on
15 the second line, in the 1 U6LQU line, and it is
16 behind the FID UNE 1.
17 MR. WILSON: So the F -- the four-point or
18 the one --
19 MR. VIVEROS: 4.LXFU.506984..PN is the
20 circuit ID.
21 MR. WILSON: Okay. And so my question is,
22 how do you think that number is going to get marked
23 on the wire at the building in the terminal? How do
24 you think that gets on there?
25 MR. ORREL: I'm sorry, Ken. I kind of

SGAT/271 WORKSHOP IV, 8/1/01 5582
1 jumped in in the middle of this, came in in the
2 middle, but wouldn't you place it on your jumper that
3 you access the MTE terminal with?
4 MR. WILSON: I think we get this after
5 we've already done that.
6 MR. ORREL: Well, yeah, that's a sequencing
7 choice that AT&T is making.
8 MR. WILSON: Even if we got it before it,
9 how much delay do you think this would add to the
10 process of getting this number to the technician? I
11 mean, the technician's going to a dozen or 20 sites
12 in a day. How do you think they're supposed to get
13 this number on all those -- 15 or 20 of these on the
14 boxes?
15 And then the other question is if they
16 aren't ever put on there or if they were put on there
17 and someone else took them off, like I said, if we
18 send you a trouble report, I suppose we could just
19 pick one of the 10 for that box and put it on there,
20 and if it's clearly marked which one's the problem, I
21 think that's the one -- I mean -- it's just an -- it
22 seems to be an unreasonable and unworkable process.
23 I guess that's my problem.
24 JUDGE RENDAHL: Okay. Well, I think it's
25 clear that there's an impasse issue here. Unless

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1 there's more that Qwest can add, I think that there's
 2 sufficient information about this being an impasse
 3 issue.
 4 MS. KILGORE: Your Honor, could I ask one
 5 question, a quick question? If Qwest gets a trouble
 6 report for its own customer for an inside wire issue
 7 at a place where you own the inside wire or
 8 intra-building cable, how does the Qwest technician
 9 identify which subloop element needs repair?
 10 MR. ORREL: The technician doesn't repair
 11 subloop elements for Qwest facilities. Qwest does
 12 trouble isolation utilizing test access points,
 13 identifies a section of cable that may be in trouble,
 14 then we dispatch to that section. We don't have
 15 subloop elements per se.
 16 MS. KILGORE: Well, okay, I'm sorry. I
 17 misspoke. Let's say we're talking about the
 18 intra-building wire for a particular customer has a
 19 trouble, there's a problem with that wire, just as
 20 the situation we've been talking about. How do you
 21 identify which cable it is that needs the work? Do
 22 you keep identifiers on that line and is that
 23 maintained in your database at your provisioning
 24 center where you would roll the truck from?
 25 MR. VIVEROS: It's by circuit ID. In the

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1 case of a finished dial tone service, the circuit ID
 2 is the telephone number, so the end user customer
 3 would be required to report trouble under the
 4 telephone number. They couldn't call up and say, I'm
 5 having a problem with my inside wire, I'm having a
 6 problem with my jacks, and my address is 123 Main,
 7 please send someone out. We would need the telephone
 8 number, and the trouble report would be opened
 9 against that line record.
 10 MR. ORREL: Or, in the scenario of a
 11 special or a design-type circuit, the customer would
 12 provide us the same circuit ID that's very similar to
 13 what's on this example in Exhibit 1021.
 14 MS. KILGORE: Is the customer's phone
 15 number identified at the MTE terminal?
 16 MR. ORREL: No, the customer's telephone
 17 number is not identified at the MTE terminal.
 18 MS. KILGORE: So how do you know which wire
 19 you're working off of?
 20 MR. ORREL: Because, with the customer
 21 record, we know what telephone number's associated
 22 with which address. That address and telephone
 23 number tells us which terminals the facility passes
 24 through, providing us with the locations to go to do
 25 trouble isolation.

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1 MR. WILSON: I think what Ms. Kilgore was
 2 getting at, if you have a terminal with 100 different
 3 inside wires, the technician probably has to go out
 4 and determine which one it is.
 5 MR. ORREL: That's not true, Ken. For
 6 example, on a closed terminal, the lid will have the
 7 addresses associated with the terminations labeled on
 8 the lid of the termination. The information's
 9 available at the MTE terminal.
 10 MR. WILSON: If you're lucky. I've been in
 11 lots of them where --
 12 MR. ORREL: That's your opinion, Ken.
 13 MR. WILSON: I've been in lots of them
 14 where it's not that clear, and you'd have to do some
 15 work to figure it out.
 16 JUDGE RENDAHL: Well, I think it's clear
 17 that there's an impasse on this issue, and I think
 18 the parties can brief it. I think it's also clear
 19 that maybe blood sugar is running a little low, and
 20 it may be time to take our lunch break. So let's be
 21 off the record.
 22 (Discussion off the record.)
 23 JUDGE RENDAHL: Let's be back on the
 24 record. Before we take our lunch break, we want to
 25 reflect that Issue SB-6 has been closed. The

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1 language that the parties agreed to will close that
 2 issue out. And we have added Issue SB-13 concerning
 3 AT&T's request that Qwest create a Web site. That's
 4 been added to the list. So with that, I think we are
 5 done with subloops and will now take our lunch break.
 6 Let's be off the record, unless, Ms. Stewart, you
 7 have something you want to add on the record?
 8 MS. STEWART: Off the record.
 9 (Lunch recess taken.)
 10 JUDGE RENDAHL: Let's be on the record.
 11 We're back from our lunch break and we're going to
 12 discuss line sharing. I understand we have Ms.
 13 Sacilotto and Ms. Ford, representing Qwest, on the
 14 line, and we are going to turn to line sharing. So
 15 we have a line sharing issues list. Who would care
 16 to summarize where we are?
 17 MS. STEWART: This is Karen Stewart. I
 18 believe I can. In our previous first phase of this
 19 workshop, we discussed and either closed or impasse
 20 all the line sharing issues.
 21 My understanding of the need to discuss
 22 line sharing at this point is that Covad has
 23 additional information they would like to add to the
 24 record in regards to issue Washington LS-6.
 25 MS. DOBERNECK: Thank you. That's correct.

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Charles W. Steese
Associate General Counsel

October 4, 2001

VIA FACSIMILE AND US MAIL

Steven Weigler
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Dear Steve:

I am in receipt of your letter dated October 2, 2001 regarding the SGAT language around access to subloop (SB-16).

As you know, the Washington Commission has yet to produce an order addressing subloops. Qwest's commitment to the language agreed to at the Washington workshop remains and that language will be incorporated into the Washington SGAT when Qwest files its compliance SGAT in response to the subloop order and consistent with the Commission's recommendations. Qwest will also incorporate this language into the Colorado SGAT.

Additionally, the Colorado Commission required Qwest and AT&T to negotiate language with respect to Impasse Issue NID-1. Specifically: "AT&T and Qwest shall have 14 calendar days from the mailing date of this order subsequently resolved in this order to reach consensus on acceptable SGAT terms and MTE Access Protocol, which they shall jointly submit to the hearing commissioner."¹ Since Qwest is incorporating the Washington SGAT changes into Colorado, is there anything left to negotiate? Please advise.

Sincerely,

Charles W. Steese

¹ In the Matter of the Investigation Into US West Communications, Inc.'s Compliance with Section 271(c) of the Telecommunications Act of 1996, Volume IIIA Impasse Issues Order, Docket No. 97I-198T at pg. 30 (Mail Date: September 27, 2001).



CERTIFICATE OF SERVICE

I certify that the original and 10 copies of AT&T's Exceptions to the Recommendation of the Administrative Law Judge on Emerging Services in Docket No. T-00000A-97-0238 were sent by overnight delivery on October 8, 2001 to:

Arizona Corporation Commission
Docket Control – Utilities Division
1200 West Washington Street
Phoenix, AZ 85007

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