

SERVICE DATE

MAY 27 1992

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition for)	
Approval of Rules of Procedure)	DOCKET NO. UT-920373
Governing Tariff Bureau Activities)	
by the WASHINGTON EXCHANGE)	ORDER GRANTING PETITION
CARRIER ASSOCIATION (WECA)	
.....)	

On April 3, 1992, the Washington Exchange Carrier Association (WECA), filed a petition with the Commission asking approval of the initial rules of procedure governing its activities as a tariff bureau, (attached). Commission approval of these rules is required by WAC 480-80-048 before WECA may commence operations as a tariff bureau.

FINDINGS

The Commission finds that the rules of procedure proposed by WECA's petition are in keeping with the requirements necessary to allow the tariff bureau to operate in the public interest, as contemplated by WAC 480-80-048, and that the WECA petition should be granted.

ORDER

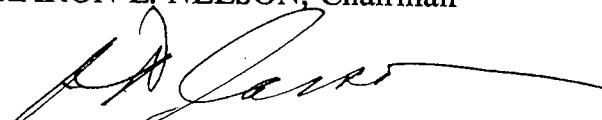
THE COMMISSION THEREFORE ORDERS that the petition filed herein by the Washington Exchange Carrier Association April 3, 1992, is hereby granted.

DATED at Olympia, Washington, and effective this 27th day of May, 1992.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION



SHARON L. NELSON, Chairman



RICHARD D. CASAD, Commissioner



A. J. PARDINI, Commissioner

A T T A C H M E N T

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

IN RE THE PETITION OF THE)	
WASHINGTON EXCHANGE CARRIER)	DOCKET NO.
ASSOCIATION FOR APPROVAL OF)	
RULES OF PROCEDURE GOVERNING)	PETITION
TARIFF BUREAU ACTIVITIES)	
.)	

COMES NOW the Washington Exchange Carrier Association ("WECA") and files this Petition for approval of the attached Rules of Procedure Governing the Joint Consideration by Washington Exchange Carrier Association (WECA) of Proposals for Publication, Amendment or Cancellation of Tariff Schedules or Related Orders, Rules, Regulations and Agreements Governing Washington Intrastate Telecommunications Services ("Rules of Procedure") of the WECA Tariff Bureau.

BACKGROUND

On February 19, 1992, the Washington Utilities and Transportation Commission ("Commission") adopted a new WAC 480-80-048. This new rule recognized WECA as an authorized tariff bureau, subject to approval of WECA's rules of procedure by the Commission.

Following the Commission's adoption of WAC 480-80-048, WECA developed a draft set of rules which were discussed with several interested parties, including both U S West and AT&T (both of whom had filed comments during the rule making docket which led to the adoption of WAC 480-80-048).

Following those discussions, WECA's Board of Directors adopted the attached Rules of Procedure on April 2, 1992 and authorized their filing on April 3, 1992.

ACTION REQUESTED

The purpose of this petition is to request that the Commission issue an order approving the attached Rules of Procedure.

Without any intent to foreclose the Commission from following the procedures it deems appropriate for consideration of the attached Rules of Procedure, WECA respectfully suggests that a procedure which may accomplish the requirements of notice and an opportunity to comment is to mail the attached Rules of Procedure to all interested parties under Docket UT-918056, the proposed rule making which led to the adoption of WAC 480-80-048 and set the matter for comment at an open meeting.

Respectfully submitted this 3rd day of April, 1992.

VANDEBERG & JOHNSON

By: 

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Carrier Association (WECA)

RULES OF PROCEDURE
GOVERNING THE JOINT CONSIDERATION BY
WASHINGTON EXCHANGE CARRIER ASSOCIATION (WECA)
OF PROPOSALS FOR PUBLICATION, AMENDMENT OR CANCELLATION
OF TARIFF SCHEDULES OR RELATED ORDERS, RULES, REGULATIONS
AND AGREEMENTS GOVERNING WASHINGTON INTRASTATE
TELECOMMUNICATIONS SERVICES

RULE 1

These Rules of Procedure are adopted pursuant to General Order No. R-370 of the Washington Utilities and Transportation Commission in its Docket No. UT-910856 and WAC 480-80-048. These Rules of Procedure shall not apply to WECA's current methods of administering the NTS/USF pools or WECA's methods of administering the community calling fund under WAC 480-120-400, et seq.

RULE 2

As used in these rules, the term Interested Party means any person or entity whose name is included on the Interested Party List maintained by WECA pursuant to Rule 10.

RULE 3

All proposals within the scope of these Rules of Procedure for joint consideration of the publication, amendment or cancellation of tariff schedules or related orders, rules, regulations or agreements governing Washington intrastate telecommunications services that the proponent desires to have considered by WECA

shall be submitted to WECA in writing, stating clearly and concisely the proposed action. Such proposals shall be submitted on the form set forth in Appendix A to these Rules of Procedure, or on such other form as may be prescribed from time to time by WECA for such purpose.

RULE 4

Proposals may be made by any WECA member, by any subscriber of a WECA member, or by any other party having an interest in the proposed action, provided, however, that no employee of WECA may submit a proposal. Proposals may be submitted individually, or collectively through a league, association, or any other formally or informally organized group. Any member of a league, association or group may also submit proposals individually and independently. The formulation of proposals and submission to WECA of data and grounds in support thereof are the responsibility of the party or parties desiring to initiate the docket process.

RULE 5

Upon receipt of a proposal as provided in Rules 3 and 4, the WECA Administrator shall assign a docket number to the proposal and record the date the proposal was received. Within five (5) business days of WECA's receipt of a docket proposal, WECA shall issue a bulletin to all Interested Parties, WECA members and members of WECA's Board of Directors setting forth the docket number assigned to the docket proposal, the date the docket proposal was received by WECA and a short description of the docket proposal.

RULE 6

Each new proposal that is timely received by WECA in accordance with Rule 8 shall be included on the next regular scheduled docket meeting of the WECA Board of Directors or on the next special docket meeting of the WECA Board of Directors, as provided for in Rule 7.

RULE 7

(A) Regular scheduled docket meetings of the WECA Board of Directors shall be held pursuant to a schedule adopted by the WECA Board of Directors.

(B) The President of WECA may, or upon the request of five (5) or more WECA members or five (5) or more members of the WECA Board of Directors shall, schedule a special docket meeting for the purpose of considering one or more proposals prior to a regular scheduled docket meeting. The special docket meeting will be subject to the same rules as are applicable to consideration of docket proposals at a regular scheduled docket meeting.

RULE 8

All proposals which are to be considered at a regular or special docket meeting must be received in the WECA office not less than twenty (20) business days prior to the date on which such regular or special docket meeting is to be held.

RULE 9

WECA shall issue a notice of regular or special docket meeting setting forth the time and place for the docket meeting and an

agenda listing all docket proposals that will be considered at the docket meeting. Such notice shall be mailed or telefaxed by WECA no less than ten (10) business days prior to the date on which the docket meeting is to be held to each member of WECA, each member of WECA's Board of Directors and each Interested Party.

RULE 10

WECA shall maintain a list of Interested Parties. Any person or entity may cause its name to be placed on the Interested Party List by requesting such placement and furnishing its name and mailing address to WECA in writing.

RULE 11

After having been included on a docket bulletin issued pursuant to Rule 5, no proposal shall be amended in any manner which would broaden the scope of the proposal.

RULE 12

The proponent of any proposal shall have the right to withdraw the proposal from consideration at any time prior to the time of final action by WECA's Board of Directors with respect to the proposal.

RULE 13

At any regular or special docket meeting as provided for in Rule 7(A) or Rule 7(B), any interested party may appear and present its position with respect to any matter appearing on the docket, giving its reasons therefor.

RULE 14

All proposals on a docket meeting notice shall be considered at the time and place set for the docket meeting, and no docket proposals shall be considered at any docket meeting except those included in the docket meeting notice for that meeting.

RULE 15

On each matter brought to a vote pursuant to these Rules of Procedure, each member of the WECA Board of Directors shall have one vote and all votes shall be equal. Voting shall be by written ballot, giving member's name, docket number and vote. Docket proposals and ballots shall be retained permanently. Interested parties shall, upon written request, be permitted during WECA's regular business hours to inspect docket proposals and individual ballots at WECA's principal place of business.

RULE 16

A proposal on a docket shall be considered as having been approved if a majority vote of members of the WECA Board of Directors present at the docket meeting is cast in favor of the proposal. Any docket proposal that is voted upon and not approved in accordance with this rule shall be considered as having been disapproved.

RULE 17

Any proposal which has been approved or disapproved at a docket meeting as provided in Rule 16 may only be reconsidered at the same docket meeting and, if reconsideration is otherwise

desired, the proposal must be considered as a new proposal and handled as provided in these Rules of Procedure.

RULE 18

WECA shall make final disposition of each proposal within one hundred twenty (120) calendar days after the proposal is docketed, except that if unusual circumstances require, the period may be extended by the WECA Board of Directors, provided WECA maintains a written record of the reasons for the extension.

RULE 19

WECA shall issue a disposition notice to all WECA members, members of WECA's Board of Directors and Interested Parties not later than fifteen (15) business days after the close of each docket meeting, such notice showing the disposition of all proposals included on the docket notice for that meeting.

RULE 20

Each docket proposal which has been approved by a majority vote as provided for in Rule 16 shall be made the subject of a petition or other action to be transmitted not later than thirty (30) business days after approval to the Washington Utilities and Transportation Commission for filing and consideration. WECA may engage such agents or representatives as may be necessary to file such petitions, effect such publications or take such action as may be necessary to carry into effect the final decision of the WECA Board of Directors with respect to any docket proposal.

RULE 21

Detailed minutes of all WECA docket meetings shall be kept. Copies of minutes shall be made available for review by authorized representatives of the Staff of the Washington Utilities and Transportation Commission during WECA's regular business hours at WECA's principal place of business. Interested Parties shall, upon written request, be permitted to inspect minutes of WECA docket meetings during WECA's regular business hours at WECA's principal place of business.

RULE 22

At any time prior to the final action thereon by the WECA Board of Directors, any docket proposal may be referred to a committee for purposes of study and/or the making of a recommendation to the WECA Board of Directors. All meetings of such committees with respect to any docket proposal will be subject to the same rules as are applicable to consideration of docket proposals at special docket meetings of the WECA Board of Directors.

RULE 23

Nothing in these Rules of Procedure shall limit the ability of any person or entity to submit to the Washington Utilities and Transportation Commission or any other regulatory authority its own tariff proposals or petitions on any issue, to oppose any proposal or petition submitted by WECA, or otherwise to participate fully in any legal proceeding.

RULE 24

No WECA member shall be allowed to participate in a tariff filing submitted to the Washington Utilities and Transportation Commission pursuant to these Rules of Procedure unless and until it has executed a nondisclosure agreement(s) as set out in Appendix B.

RULE 25

WECA membership is limited to those local exchange telecommunications companies providing telecommunications services within the State of Washington and serving fewer than one million access lines.

RULE 26

WECA shall not submit any tariff filing pursuant to these Rules of Procedure for which the rates are developed using a sample of member companies participating in the tariff filing.

RULE 27

Six members of the Board of Directors shall constitute a quorum for the transaction of business by the Tariff Bureau; provided, however, a lesser number of directors may adjourn any meeting from day to day or from time to time until a quorum shall attend, such adjournment and the reason therefore being recorded in the minutes of the proceeding, and when a quorum shall attend, any business may be transacted which might have been transacted at the meeting had the same been held on the day on which such meeting was originally called.

WASHINGTON EXCHANGE CARRIER SOCIATION
DOCKET PROPOSAL FORM

(Do not write in this space)

Docket # _____
Proponent's File # _____

Date: _____

Proposal by: _____

Mailing address: _____

(1) Proposal: _____

Signed: _____

Title: _____

(DO NOT WRITE BELOW THIS LINE-OFFICE USE ONLY)

(2) Date received by Administrator: _____

Date assigned for Initial Board Action: _____

Administrator's Signature: _____

(3) Initial Board Action:

Assigned to Special Committee: _____

Assigned for Board Hearing: _____

Assigned for Special Study: _____

Other: _____

President's Signature: _____

(4) Final Action:

Approved: _____ Disapproved: _____

Approved as amended: _____ Other: _____

President's Signature: _____

Development of Docket Proposals:

Development of docket proposals is the responsibility of individual members or other parties desiring to initiate the docket process.

Members should avoid joint consultations relating to dockets prior to filing with WECA and issuance of the WECA docket notice. Joint consultations should thereafter be held only in connection with WECA meetings assigned for consideration of docketed items. If exchanges of information or data are required for Board, study committee or special committee consideration of docket items, all requests for data and exchanges should be routed through the Administrator and be made a part of the record in the matter.

If WECA consideration of a docket proposal results in approval, members may thereafter consult with the Administrator, with counsel or among themselves as necessary to prepare regulatory sanction of approved proposals. Even in this environment joint consultations should, however, be limited as severely as proper management of the case will permit and be held in close coordination with the Board, the Administrator and counsel.

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is entered into this ____ day
of _____, 199__, by and between _____

a Washington corporation, (the "Company"), and U S WEST
Communications, Inc., a Colorado corporation, ("USWC").

1. This agreement expresses the terms and conditions under
which the Company will allow USWC to review the Company's
proprietary and confidential information ("Information") provided
to the Washington Exchange Carrier Association ("WECA") in support
of a filing of the WECA tariff bureau in which the Company
participates filed with the Washington Utilities and Transportation
Commission ("WUTC") after the date of this agreement.

2. This agreement shall commence on the date of execution
first set forth above shall be a continuing obligation of USWC.

3. The Information shall be all of the Company Information
provided to WECA in support of a filing by the WECA tariff bureau
in which the Company participates ("Filing"). Specifically, this
Information is the Minutes of Use incorporated into the development
of tariff rates for the particular tariff under review and Part 36
and Part 67 and/or 69 cost studies. This Information shall be
reviewed by USWC only in the offices of WECA or at such other
location as may be mutually agreed by the Company and USWC.

3A. USWC shall have the right to directly request from the Company additional information which may arise as a result of its review of the Information provided by WECA. The Company shall respond to such a request within a reasonable period of time.

4. With respect to the Information disclosed under this agreement, USWC shall:

- a. hold the Information in confidence using the same degree of care to avoid disclosure to any third party as is used with respect to its own confidential information;
- b. restrict disclosure of the Information solely to those USWC employees having a need to know for the purposes identified in subparagraph 4.d. and who have signed an agreement in the form as set forth in Exhibit A;
- c. advise those employees of their obligations with respect to the Information; and
- d. use the Information only for the purposes of reviewing the Company's participation in the Filing and in making a determination whether to oppose or support the Filing, except as may be otherwise mutually agreed upon in writing by the Company and USWC.

5. USWC shall have no obligation to preserve the confidential nature of any Information which:

- a. was previously known by USWC free of any obligation to keep confidential; or
- b. is or becomes publicly available without limits on disclosure by other than unauthorized disclosure; or
- c. is approved for release by written authorization to USWC from the Company; or
- d. is required to be disclosed by USWC pursuant to any applicable statute, law, rule, or regulation of any governmental authority or pursuant to an order of

any court of competent jurisdiction (except if disclosed pursuant to a protective order); provided, however, that USWC shall first provide the Company with prior written notice of the requested disclosure, which shall be received by the Company at least five (5) business days in advance of the date of disclosure, and shall cooperate in all reasonable efforts of the Company to obtain prior to disclosure such legal protection as may be available with respect to the confidentiality of the Information.

6. The Information shall be deemed the property of the Company. Nothing contained in this agreement shall be construed as granting or conferring any rights by license or otherwise in any Information disclosed.

7. If a protective order is issued by the Washington Utilities and Transportation Commission applying to any portion of the Information for any Filing, as between the parties to this agreement, the terms and conditions of this agreement shall be in addition to the terms and conditions of such protective order, and this agreement shall survive and control the disclosure and use of Information for other than the specific procedures to which the protective order applies. USWC may use information gained under such protective order in accordance with the terms of the protective order in the proceeding to which the protective order applies, and such use will not violate this agreement.

8. The Company shall not be held liable (1) for errors or omissions in, or (2) arising out of USWC's use of any Information subject to this agreement; and nothing in this agreement shall be construed so as to either obligate or preclude the provision of any

Information by the Company to USWC or to any other person or entity.

9. USWC may take notes of Information reviewed. However, any such notes shall be treated in all respects as Information governed by this agreement.

10. USWC acknowledges that the Information of the Company constitutes a unique, valuable and special business asset of the Company, and that disclosure thereof may cause irreparable damage to the Company. Accordingly, USWC agrees that the Company shall be entitled to injunctive relief upon the finding by a court of competent jurisdiction of breach of any provision of this agreement, which relief shall be in addition to any other remedies which may be available to the Company as a result of the breach.

11. This agreement shall bind the parties hereto and all of their respective parents, subsidiaries and/or affiliated entities. Neither this agreement nor any rights hereunder shall be sold, assigned or otherwise transferred by USWC to any third party without prior, written permission of the Company.

12. This agreement and the parties' actions under this agreement shall comply with all applicable federal, state and local laws and governmental agency orders. If a court or governmental agency with proper jurisdiction determines that this agreement or any provision of this agreement is unlawful, this agreement, or that provision of this agreement, shall terminate. If a provision of this agreement is so terminated but the parties legally, commercially, and practicably can continue this agreement without

the terminated provision, the remainder of this agreement shall continue in effect.

13. This agreement shall be governed by and construed under the laws of the State of Washington.

14. Subject to paragraph 7 above, this agreement constitutes the entire agreement between the parties related to inspection and disclosure of the Information and supersedes any and all prior agreements, oral or written, with regard to the inspection, disclosure, protection and use of the Information. The parties have executed, and may in the future execute, non-disclosure agreements related to other information. This agreement is not meant to supersede, annul, or preclude any such other agreements as may now exist or which may be executed in the future.

The parties hereby execute this agreement through their duly authorized representatives.

COMPANY:

US WEST COMMUNICATIONS, INC.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT "A"

AGREEMENT CONCERNING CONFIDENTIAL INFORMATION

I, _____, an employee of USWC, hereby agree to comply with and be bound by the Non-Disclosure Agreement ("Agreement") to which this is an Exhibit, entered into by and between _____ and USWC, entered into on _____, 199__, and further agree not to disclose or use the Information reviewed under the Agreement, other than as expressly authorized in the Agreement. I acknowledge that I have reviewed the Agreement and fully understand its terms and conditions.

Signature:

Typed Name:

Title:

Address:

