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January 2, 2002

VIA FEDEX

Carole J. Washburn, Executive Secretary
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Drive SW
P.O. Box 47250
Olympia WA 98504-7250

Re: Continuing Costing and Pricing Proceeding, Docket No. UT-003013
Verizon Microwave Collocation Terms, Docket No. UT-011219

Dear Ms. Washburn:

Pursuant to the Notice dated November 27, 2001, in the above-referenced dockets ("Notice"), XO Washington, Inc. ("XO"), Focal Communications Corporation of Washington ("Focal"), and Electric Lightwave, Inc. ("ELI") (collectively "Joint CLECs") provide the following comments. The Notice requested comments "addressing whether the Commission should broaden the scope of issues in Docket No. UT-011219 to include the establishment of a Verizon SGAT." The Joint CLECs support that proposal.

The Joint CLECs have participated in Docket Nos. UT-003022 & UT-003040, which the Commission established, *inter alia*, to review the Statement of Generally Available Terms ("SGAT") filed by Qwest Corporation ("Qwest"). As the Commission is aware, those dockets were conducted virtually as a hybrid proceeding, with elements of interconnection contract negotiation, mediation and arbitration. The result is (or will be upon Commission approval of Qwest's SGAT) a document that can be used by multiple carriers as the basis of an interconnection agreement with Qwest and that resolves most, if not all, major disputed issues between Qwest and CLECs.

CLECs need such a document for Verizon. At least one CLEC has experienced Verizon's adamant opposition to permitting CLECs to opt into agreements Verizon has negotiated in other states, despite its agreement with the FCC to do so. *See Focal v. Verizon*, Docket No. UT-013019. Verizon also continues to dispute issues on an individual CLEC basis,

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even though the Commission has resolved those same issues in other dockets. *See In re ELI arbitration with Verizon*, Docket No. UT-980370. As a result, each CLEC individually must attempt to negotiate and arbitrate an interconnection agreement with Verizon that is similar in size, scope, and complexity to Qwest's SGAT. Few, if any, CLECs have the resources to shoulder such an undertaking alone, nor should a single CLEC be required to take on that burden every two or three years in order to allow others to take advantage of those efforts by opting into the resulting agreement.

Requiring Verizon to maintain a tariff or SGAT with terms and conditions for interconnection, unbundled network elements, and other wholesale facilities and services that Verizon provides to CLECs would benefit the Commission and all concerned parties. CLECs would have access to terms and conditions that the Commission already has reviewed and approved without having to negotiate and arbitrate those terms. While negotiation of different or additional terms would remain an option, CLECs, Verizon, and the Commission could avoid or minimize the need for periodic arbitrations between Verizon and individual CLECs on the same issues. Verizon appears to have recognized the benefit of such generally available terms, having filed and continued to maintain a tariff governing rates, terms, and conditions for collocation provided to CLECs.

The Joint CLECs nevertheless remain concerned that even a joint review of a Verizon SGAT could overwhelm the limited resources of both CLECs and the Commission. No one wants to repeat the lengthy and complex process of reviewing a new SGAT from scratch, nor is there any need to repeat that process. The Joint CLECs propose that the Commission expand the issues in Docket No. UT-011219 by requiring Verizon to begin with Qwest's SGAT and propose only amendments to that document that are necessary to reflect Verizon-specific information and processes. The burden would be on Verizon to demonstrate that any amendments it proposes are necessary and consistent with federal and state law and the public interest. The focus of the docket thus would be only on Verizon-specific issues, and neither the Commission nor the parties would be required to renegotiate and rearbitrate contract language and issues of generally applicability that have been resolved in the Qwest SGAT proceeding.

XO, Focal, and ELI appreciate the opportunity to comment on these issues. Please contact me if you have any questions about these comments.

Very truly yours,

Davis Wright Tremaine LLP

Gregory J. Kopta

cc: Service List