

**BEFORE THE WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION**

IN THE MATTER OF THE INVESTIGATION )  
INTO U S WEST COMMUNICATIONS, INC.'S)  
COMPLIANCE WITH §271(C) OF THE ) DOCKET NO. UT-970300  
TELECOMMUNICATIONS ACT OF 1996. )

**DIRECT TESTIMONY OF**

**THOMAS R. FREEBERG  
ON BEHALF OF**

**U S WEST COMMUNICATIONS, INC.**

**March 22, 2000**

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**I.IDENTIFICATION OF WITNESS**

**Q. PLEASE STATE YOUR NAME, POSITION, EMPLOYER, AND BUSINESS ADDRESS.**

A. My name is Thomas R. Freeberg. My business address is Room 100, 301 W. 65<sup>th</sup> St., Richfield, Minnesota. I am employed by U S WEST as a Director in Wholesale Markets where I currently manage a staff who help produce U S WEST's Section 271 filings.

**Q. PLEASE REVIEW YOUR EDUCATION, WORK EXPERIENCE AND PRESENT RESPONSIBILITIES.**

A. I hold a Bachelor of Science degree in Civil Engineering from the University of Minnesota, Institute of Technology and am a Registered Professional Engineer in the state of Minnesota, License Number 16738 MN. Other than a two-year break, I have worked for U S WEST since 1979 in various engineering, construction, administration, planning, and operations positions. As part of U S WEST's construction operation, I directly supervised cable placement and splicing for interoffice and loop facilities. As part of U S WEST's order provisioning operation I directly supervised order administrators and facilities specialists who maintained records of idle and working cable and electronics inventories as orders processed. As part of U S WEST's engineering operation I drafted blueprints for outside plant augments, I ran computer models comparing the

1 economics of various network augment options (switching, loop and  
2 transport), and I developed the cost portion of business cases for  
3 potential new services. Finally, as part of U S WEST's wholesale  
4 operation, I directly supervised the development and documentation  
5 of provisioning and maintenance processes associated with new  
6 resale, interconnection, and unbundled local services. These efforts  
7 were intended to ensure that basic provisioning and maintenance was  
8 in place to support the initial rollout of local wholesale services.

9 **Q. HAVE YOU TESTIFIED BEFORE THE COMMISSION**  
10 **PREVIOUSLY?**

11 A. Yes. I testified in a 1992 proceeding that involved new service  
12 research and development expense associated with Bell  
13 Communications Research.

14 **PURPOSE OF TESTIMONY**

15 **WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

16 A. The purpose of this testimony is to demonstrate that U S WEST has  
17 satisfied the requirements for pole, conduit, duct, and right-of-way  
18 space leasing (checklist item #3) and reciprocal compensation  
19 (checklist item #13) as specified in Section 271 of the  
20 Telecommunications Act of 1996 (Act) and various Federal  
21 Communications Commission (FCC) orders interpreting the Act.



1 of duct in Washington. U S WEST has entered into such joint use  
2 agreements for years. Thus, U S WEST is highly experienced at  
3 providing access to poles, conduits and rights-of-way consistent with  
4 Section 224 of the Telecommunications Act of 1996. U S WEST  
5 satisfies the requirements of checklist item 3 and has a concrete and  
6 specific legal obligation to provide access as referenced in the  
7 U S WEST SGAT and the various interconnection agreements  
8 between U S WEST and CLECs in Washington.

9 Checklist item 13 requires U S WEST to provide for compensation on  
10 a mutual and reciprocal basis for the transport and termination of  
11 local traffic. U S WEST has procedures in place for providing  
12 reciprocal compensation in conformance with the requirements of the  
13 Act and the FCC's rules. These procedures allow U S WEST to track  
14 the minutes of use on trunks and, when appropriate, to pay reciprocal  
15 compensation to CLECs. As of January 31, 2000, U S WEST had  
16 103,625 interconnection trunks between itself and 21 CLECs in  
17 Washington. Call volumes on these trunks are increasing every  
18 month. For example, in November 1999, over 580 million minutes of  
19 calls were exchanged over those trunks; in December 1999, that  
20 volume increased to 719 million minutes. The volume increased

1 again in January 2000 to over 800 million minutes of calls exchanged  
2 over those trunks. More than 90% of the traffic originated on or  
3 behind U S WEST's network; as a result, in Washington, in 1999  
4 U S WEST paid CLECs \$32,490,370 and only billed CLECs \$678,676  
5 for reciprocal compensation.

6 U S WEST is mindful that in the Washington Cost Docket, Docket  
7 Nos. UT-960369, et al., the Washington Commission held that "ISP-  
8 bound traffic should remain subject to reciprocal compensation."  
9 Order at ¶ 54. As a result of this decision, U S WEST has paid  
10 CLECs reciprocal compensation for termination of ISP traffic in the  
11 state of Washington. The Commission made this decision, however,  
12 "pending an FCC rule requiring one outcome or another" on the  
13 subject. The FCC answered this question, at least in part, in its Bell  
14 Atlantic 271 decision. In that decision the FCC found that "inter-  
15 carrier compensation for ISP bound traffic . . . is not governed by  
16 section 251(b)(5), and therefore, is not a checklist item." Order at  
17 ¶377. Thus, technically, compensation for this traffic is some state  
18 ordered hybrid and does not constitute "reciprocal compensation";  
19 thus, this issue has no bearing on this docket. Because the SGAT  
20 must be 251 compliant, see Section 252(f)(2), U S WEST's SGAT  
21 intentionally excludes ISP bound traffic from reciprocal compensation.

1           An SGAT is U S WEST's standard contract offering; U S WEST  
2           wants no misunderstanding; it believes ISP bound traffic should be  
3           excluded from reciprocal compensation. Despite this, U S WEST will  
4           continue to pay CLECs, as ordered by the Washington Commission,  
5           for ISP bound traffic. In summary, given the Bell Atlantic decision,  
6           this issue has no bearing on whether U S WEST's satisfies Section  
7           271. U S WEST satisfies Checklist Item 13 through the U S WEST  
8           SGAT and the various interconnection agreements between  
9           U S WEST and CLECs in Washington.

10           As a result, the Washington Commission should therefore find that  
11           U S WEST has satisfied the Act's checklist requirements for access  
12           to poles, ducts, conduits and rights-of-way; and for reciprocal  
13           compensation.



1 **IV.CHECKLIST ITEM 3 -- POLES, DUCT, CONDUIT AND**  
2 **RIGHTS-OF-WAY**

3 **Q. PLEASE DESCRIBE ACCESS TO POLES, DUCTS, CONDUIT AND RIGHTS-OF-**  
4 **WAY.**

5 A. Poles are used to support cable, equipment, facilities, apparatuses or  
6 appurtenances that are used or useful in providing telecommunications services  
7 (“attachments”). U S WEST provides attachments to poles that are owned in full  
8 or in part by U S WEST.

9 Ducts<sup>2</sup> and conduits are enclosed reinforced passages capable of housing  
10 communications cables. Some ducts and conduit controlled by U S WEST may  
11 be located within buildings owned by third parties. Access to ducts and conduit  
12 is made available to other carriers, to the extent permissible, under existing rights-  
13 of-way permits and easements. An attaching party may interconnect its duct in  
14 the manholes of U S WEST. This allows the attaching party to conveniently enter  
15 and exit U S WEST’s existing conduit system.

16 U S WEST's poles, cables, conduits, and ducts are located either in public rights-  
17 of-way, such as streets, alleys, bridges or dedicated utility easements, or on  
18 property owned by private or public entities. U S WEST's authority to have its  
19 poles and conduit systems on public rights-of-way is subject to state and local  
20 ordinances and laws, zoning regulations, or other permissions or authorities

1 granted by government entities. On private or public property (other than public  
2 rights-of-way), U S WEST obtains an easement or license from the owner to place  
3 and maintain its poles and conduit systems. Sometimes easements or licenses  
4 from adjoining property owners are necessary to occupy public rights-of-way.  
5 U S WEST shares use of poles, conduit systems, and easements with an electric  
6 utility under the terms of joint use or joint ownership agreements. In some  
7 instances, U S WEST may have poles, ducts, or conduits on private property  
8 without any right (or an incomplete right) to grant access to third parties.

9 U S WEST's ability to maintain its poles and conduit systems is subject to the  
10 terms, conditions, and limitations of these laws and agreements, and so  
11 U S WEST must condition an attaching party's access to its poles and conduit  
12 systems on those same terms and conditions.<sup>1</sup> If U S WEST loses its right to  
13 have a pole, duct, conduit, or right-of-way at any particular location, it obviously  
14 cannot provide an attaching party with a right to use such structure. The Federal  
15 Act does not require the controlling LECs to acquire grants of authority on behalf  
16 of other carriers.<sup>2</sup> U S WEST has incorporated the above approach in the SGAT.<sup>3</sup>

17 U S WEST satisfies Section 271(c)(2)(B)(iii) of the Act if it provides  
18 "[n]ondiscriminatory access to the poles, ducts, conduits, and rights-of-way owned or

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1 <sup>1</sup> First Report and Order, Para. 1179.  
2 <sup>2</sup> Reconsideration Order, Para. 38.

1 <sup>3</sup> See the SGAT, Section 10.8.2.8, Access to Poles, Terms and Conditions, Ducts, Conduits, and  
2 Rights-of-Way.

1 controlled by the [BOC] at just and reasonable rates in accordance with the requirements  
2 of Section 224."<sup>4</sup>

3 **Q. WHAT FCC RULES GOVERN NONDISCRIMINATORY ACCESS TO POLES,**  
4 **DUCTS, CONDUITS, AND RIGHTS-OF-WAY?**

5 A. A number of federal rules govern the access to poles, ducts, conduits, and rights-  
6 of-way, including rules adopted in the FCC's First Report and Order, CC Docket  
7 No. 96-325, Report and Order, CS Docket 98-20, and the recent FCC Order on  
8 Reconsideration, FCC 99-266.

9 The FCC's First Report and Order adopted general rules and guidelines designed  
10 to give parties flexibility to reach agreements on access to poles, ducts, conduits,  
11 and rights-of-way, without the need for regulatory intervention. The FCC's First  
12 Report and Order also provides for a dispute resolution mechanism when  
13 negotiations fail and establishes requirements concerning modifications to pole  
14 attachments and the allocation of the cost of such modifications.<sup>5</sup>

15 In the FCC's First Report and Order, the FCC determined that "the  
16 reasonableness of particular conditions of access imposed by a utility should be

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1 4 47 U.S.C. § 271(c)(2)(B)(iii). As originally enacted, Section 224 was intended to address  
2 obstacles that cable operators encountered in obtaining access to poles, ducts, conduits or rights-of-  
3 way owned or controlled by utilities. The 1996 Act amended Section 224 in several important  
4 respects to ensure that telecommunications carriers as well as cable operators have access to poles,  
5 ducts, conduits, or rights-of-way owned or controlled by utility companies, including LECs.

1 5 First Report & Order, Para. 1122.

1 resolved on a case-specific basis.<sup>6</sup> The FCC found that the large number of  
2 variables present with respect to poles and conduit nationwide prevented it from  
3 creating a comprehensive set of rules. Instead, the FCC adopted several  
4 general rules, supplemented by guidelines and presumptions that are intended  
5 to facilitate the negotiation and mutual performance of fair, pro-competitive  
6 access arrangements.<sup>7</sup> The five general rules of applicability established FCC  
7 concerning access to poles, ducts, conduits, and rights-of-way are paraphrased  
8 below:<sup>8</sup>

9 In evaluating a request for access, a utility may continue to rely on such  
10 codes as the National Electrical Safety Code (NESC) to prescribe  
11 standards with respect to capacity, safety, reliability, and general  
12 engineering principles.

13 Federal requirements, such as those imposed by the Federal Energy  
14 Regulatory Commission (FERC) and the Occupational Safety and  
15 Health Administration (OSHA), will continue to apply to utilities to the  
16 extent such requirements affect requests for attachments to utility  
17 facilities under Section 224(f)(1).

18 The FCC considers state and local requirements affecting pole  
19 attachments.<sup>9</sup>

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1 6 First Report and Order, Para. 1143.

1 7 The FCC stated that it would "monitor the effect of this approach and proposed more specific  
2 rules at a later date if reasonably necessary to facilitate access and the development of competition  
3 in telecommunications and cable services." First Report and Order, Para. 1143.

1 8 First Report and Order, Para. 1151 - 1158.

1 9 The FCC states in the First Report & Order:

2 ". . . State and local requirements affecting attachments are entitled to deference even if the  
3 state has not sought to preempt federal regulations under Section 224(c). The 1996 Act increased  
4 significantly the Commission's role with respect to attachments by creating federal access rights and  
5 obligations, which for decades had been the subject of state and local regulation. Such regulations  
6 often relate to matters of local concern that are within the knowledge of local authorities and are not  
7 addressed by standard codes such the NESC. We do not believe that regulations of this sort

1           Where access is mandated, the rates, terms, and conditions of access  
2           must be uniformly applied to all telecommunications carriers and cable  
3           operators that have or seek access. Except as specifically provided  
4           herein, U S WEST must charge all parties an attachment rate that  
5           does not exceed the maximum amount permitted by the FCC formula.  
6           Other terms and conditions also must be applied on a  
7           nondiscriminatory basis.

8           U S WEST may not favor itself over other parties with respect to the  
9           provision of telecommunications or video programming services.

10          The recent FCC Order on Reconsideration, FCC Order 99-266, clarifies the FCC's  
11          First Report and Order. Summarized below are the rulings in the Order on  
12          Reconsideration:

13           U S WEST is required to take all reasonable steps to accommodate  
14           access and to explore potential accommodations in good faith with the  
15           party seeking access before it may deny for lack of capacity.

16           U S WEST may require that individuals who perform attachments and  
17           related activities meet the same standards as U S WEST's workers for  
18           the performance of such work, but U S WEST may not dictate the  
19           identity of the workers who will perform the work itself.

20           U S WEST, absent a private agreement establishing notification  
21           procedures, must provide written notification to parties holding  
22           attachments on facilities to be modified at least 60 days prior to the  
23           commencement of physical modifications. In emergency situations in  
24           which a 60-day notice would be impractical, U S WEST is required to  
25           provide notice as soon as reasonably practicable.

26           U S WEST is not obligated to use any later-earned revenues from excess

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1          necessarily conflict with the scheme established in this Order. More specifically, we see nothing in  
2          the statute or in the record that compels us to preempt such local regulations as a matter of course.  
3          Regulated entities and other interested parties are familiar with existing state and local requirements  
4          and have adopted operating procedures and practices in reliance on those requirements. We believe  
5          it would be unduly disruptive to invalidate summarily all such local requirements."

6           First Report and Order, Para. 1154.

1 capacity created by modifications initiated for third-party attachers to  
2 compensate the parties who paid for the modification, even in the case  
3 in which U S WEST did not share in the cost of the modification.

4 U S WEST must respond to written requests for access within 45 days.  
5 If access is not granted within 45 days of the request, U S WEST must  
6 confirm the denial in writing by the 45<sup>th</sup> day, otherwise the request shall  
7 be deemed granted.

8 **Q. DOES U S WEST SATISFY THE REQUIREMENTS OF THE ACT, THE FCC**  
9 **RULES AND WASHINGTON LAW?**

10 A. Yes. U S WEST satisfies these requirements of checklist item 3 and has a  
11 concrete and specific legal obligation to provide access as referenced in the  
12 U S WEST SGAT and the various interconnection agreements between  
13 U S WEST and CLECs in Washington.<sup>10</sup>

14 **Q. WHAT ARE THE ELEMENTS OF A PRIMA FACIE CASE FOR CHECKLIST**  
15 **ITEM 3 AND HAS U S WEST SATISFIED THE RULES?**

16 A. The FCC in its BellSouth Louisiana II Order specified four elements of a prima  
17 facie case for checklist item 3:<sup>11</sup>

18 Evaluation of facility requests pursuant to Section 224 of the Act and the  
19 First Report & Order.

20 Nondiscriminatory access to information on facilities availability.

21 Permitting competitors to use non-[RBOC] workers, and

22 Alignment with state and federal rates.

23 Also, as part of the prima facie case, the FCC requires compliance with the

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1 <sup>10</sup> See the SGAT, Section 10.8.  
1 <sup>11</sup> FCC BellSouth Louisiana II Order, Para. 174.

1 provisions of the First Report & Order on poles, ducts, conduits, and rights-of-way.

2 As set forth below, U S WEST satisfies this case.

3 **Q. HOW DOES A CLEC REQUEST ACCESS TO POLES, CONDUITS, DUCTS**  
4 **AND RIGHTS-OF-WAY?**

5 A. A CLEC requests access to poles, ducts, conduits, and rights-of-way by  
6 completing and submitting the "General Information" pages of the U S WEST  
7 Access Request Form.<sup>12</sup> The information provided by the CLEC on these pages  
8 includes a drawing of the proposed route and a general description of the facility  
9 to be placed. Upon completion of the General Information pages by the CLEC,  
10 they are submitted to the U S WEST Account Manager for the CLEC.

11 **Q. DOES U S WEST FOLLOW A WELL DEFINED PROCESS FOR EVALUATION**  
12 **OF REQUESTS?**

13 A. Yes. U S WEST follows three steps when processing a CLEC request for access  
14 to poles, ducts, conduits, and rights-of-way:

15 **Record Verification** – First, the U S WEST Account Manager  
16 forwards the access request form to U S WEST engineering. On a first-come,  
17 first-served basis, U S WEST engineering then gathers all available records  
18 applicable to the CLEC request. For example, engineering may research records  
19 to determine (1) if the requested route exists, (2) the recorded distances, (3)

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1 <sup>12</sup> See the SGAT Section 10.8.4.1 and 10.8.4.2, Inquiry.

1 structure ownership, and (4) the number of manholes/poles along the route. Upon  
2 completion of the record verification process, U S WEST prepares a quote for the  
3 field verification work and submits it to the CLEC. The record verification and  
4 quote for field verification is completed within 10 business days.

5 **Field Verification** – Second, upon request and payment of  
6 estimated field verification costs, U S WEST will perform field verification of space  
7 along the requested route. This information will be given to the CLEC for  
8 approval. The field verification for duct lease requests includes the identification  
9 of all conduits and ducts that enter each wall of each manhole.<sup>13</sup> The field  
10 verification also allows for the identification of any make-ready work. The field  
11 verification required for pole attachments will include visual inspection of all poles  
12 along the requested route for available space to attach and the identification of  
13 clearance requirements and any required modifications or make-ready work that  
14 is necessary to add additional attachments.

15 **Written Response and Estimated Cost Quote For**  
16 **Modifications/Make Ready Work** – Third, upon completion of the field  
17 verification process, U S WEST provides a written response to the CLEC  
18 concerning duct/pole availability and estimated cost quote for any required

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1 <sup>13</sup> See the SGAT, Section 10.8.4.2, Access to Poles, Terms and Conditions, Ducts, Conduits, and  
2 Rights-of-Way, Facility Locations.



1 modifications/make ready work within 35 days. Upon acceptance of the quote,  
2 U S WEST and the CLEC will enter into an appropriate contract.<sup>14</sup> The combined  
3 45-day timeline for evaluating facilities requests complies with the FCC's  
4 requirements.<sup>15</sup>

5 The process for handling a CLEC request for access to poles, ducts, conduits,  
6 and rights-of-way described above is included in the SGAT.<sup>16</sup> These provisions  
7 demonstrate U S WEST's legal obligation to provide access to poles, ducts,  
8 conduits, and rights-of-way.

9 **Q. HOW DOES U S WEST PROVIDE NONDISCRIMINATORY ACCESS TO**  
10 **INFRASTRUCTURE INFORMATION?**

11 A. U S WEST has committed to provide access to information within a reasonable  
12 time through section 10.8.2.4 of the SGAT, the bona fide request process<sup>17</sup> and  
13 various interconnection agreements in Washington. This process is substantially  
14 the same as the process approved in the FCC BellSouth Louisiana II Order.<sup>18</sup>

15 **Q. DOES U S WEST ALLOW A CLEC CHOICE OF WORKFORCE?**

16 A. Yes. U S WEST allows CLECs to use workers of their choice to perform make-  
17 ready work necessary for the attaching of their facilities if those workers have the

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1 <sup>14</sup> See the SGAT, Section 10.8.4., Access to Poles, Ducts, Conduits, and Rights-of-Way, Ordering.

1 <sup>15</sup> See the First Report and Order, Para. 1224.

1 <sup>16</sup> See the SGAT, Section 10.8.4, Ordering access to Poles, Ducts, Conduits, and Rights-of-Way.

1 <sup>17</sup> See the SGAT, Section 10.8.2.4.

1 <sup>18</sup> FCC BellSouth Louisiana II Order, Para. 180.

1 same qualifications and training as U S WEST's own workers.<sup>19</sup> The SGAT  
2 Section 10.8.2.17 states: "CLEC may use individual workers of its choice to  
3 perform any work necessary for the attaching of its facilities so long as such  
4 workers have the same qualifications and training as U S WEST's workers."  
5 CLECs have used their own contractors to perform make-ready work.

6 **Q. WHAT RATES FOR ACCESS TO POLES, CONDUITS, DUCTS, AND RIGHTS-**  
7 **OF-WAY SHOULD APPLY?**

8 A. Checklist item 3 requires rates to be consistent with Section 224 and with state commission  
9 rates and that the rates be uniformly applied. U S WEST satisfies this element by its rates  
10 in the SGAT, which are expressly consistent with Section 224, FCC rules and the rates  
11 approved by the Washington Commission.<sup>20</sup>

12

13 Recurring and nonrecurring rates associated with providing access to poles,  
14 ducts, conduits, and rights-of-way allow U S WEST to recover its costs  
15 associated with providing access to space. An Inquiry Fee, Field Verification  
16 Fee, Make Ready/Modification and Annual Usage fee may apply.<sup>21</sup>

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1 <sup>19</sup> FCC BellSouth Louisiana II Order, Para. 181.

1 <sup>20</sup> See the SGAT, Section 10.8.3, Rate Elements and SGAT Exhibit D.

1 <sup>21</sup> See the SGAT, Section 10.8.3, Access to Poles, Ducts, Conduits, and Rights-of-Way, Rate  
2 Elements descriptions.

1 Q. **WHAT PROCESSES DOES U S WEST HAVE IN PLACE TO SUPPORT**  
2 **FULFILLMENT OF REQUESTS FOR ACCESS TO POLES, DUCTS,**  
3 **CONDUITS, AND RIGHTS-OF-WAY?**

4 A. U S WEST has developed detailed processes to support the ordering of access  
5 to poles, ducts, conduits, and rights-of-way for CLECs. Exhibit TRF-01 contains  
6 the process flows specifically defining the access to poles, ducts, conduits, and  
7 rights-of-way procedure and Exhibit TRF-02 contains the task list associated with  
8 the process flows.

9 Q. **WHAT IS U S WEST'S POLICY REGARDING RESERVATION OF SPACE?**

10 A. U S WEST does not reserve space for its own use. When a U S WEST retail  
11 order is processed, it consumes idle pole, duct or right-of-way inventory just as a  
12 wholesale order would. In a conduit system, one duct is kept open for emergency  
13 purposes. This is consistent with the FCC's October 1999 Reconsideration Order  
14 at paragraph 69. This duct is available to all carriers in the conduit system in the  
15 event of a catastrophe.

16 Q. **TO WHOM IS U S WEST PROVIDING ACCESS TO POLES, DUCTS AND**  
17 **RIGHTS OF WAY?**

18 A. Since 1998, nineteen CLECs have requested access to Poles, Ducts or Rights-of-  
19 Way from U S WEST in Washington. The names of these companies can be  
20 found in [Confidential] Exhibit TRF-C5.

**1 IS U S WEST ABLE TO PROVIDE ACCESS TO POLES, DUCTS AND RIGHTS-OF-  
2 WAY IN ALL PARTS OF ITS WASHINGTON STATE SERVICE TERRITORY?**

3 A. Yes. Access to poles, ducts and rights-of-way is available everywhere in  
4 U S WEST 's Washington serving area.

**5 Q. WHAT HAS BEEN U S WEST'S RECORD WITH RESPECT TO TIMELINESS OF  
6 PROVISIONING ACCESS TO POLES, DUCTS AND RIGHTS-OF-WAY?**

7 A. Through January of 2000, seven CLECs initiated eleven inquiries for pole space  
8 in Washington. Nine inquiries proceeded to the request/verification stage. Of  
9 these nine, seven request/verifications were fulfilled on or before the due date.

10 Through January of 2000, twelve CLECs initiated thirty inquiries for duct space  
11 in Washington. U S WEST reviewed records and responded to 27 of the 30  
12 inquiries within a 10-day period. Four CLECs proceeded to the field verification  
13 stage, to which U S WEST responded within the 35-day period each time. To the  
14 best of my knowledge, no CLEC has requested access to rights-of-way.

**15 HAS U S WEST RECEIVED ANY FORMAL OR INFORMAL WRITTEN COMPLAINTS  
16 FROM NEW ENTRANTS REGARDING PROVISION OF POLES, DUCTS AND  
17 RIGHTS OF WAY?**

18 A. In the past 12 months, U S WEST has received only one written complaint from  
19 a CLEC regarding Poles, Ducts and Rights of Way. On February 11, 2000,  
20 Metromedia Fiber Network (MFN) requested the following: 1) allow MFN  
21 personnel to view actual records and not just photocopies; 2) allow an MFN  
22 inspector to be present during field verifications; 3) permit MFN to terminate the

1 verification process if severe blockage is found; and 4) disclosure of additional  
2 information throughout the ordering process.

3 In responding to MFN's request, U S WEST has clarified that it will allow MFN  
4 personnel to access actual records. However, the parties are still in negotiations  
5 over MFN's other demands. These other demands are more problematic because  
6 they relate to tasks that are not required by law, rule or contract. In other words,  
7 MFN wishes to obtain terms more favorable than those prescribed by the FCC or  
8 agreed to in their agreement with U S WEST. Thus, MFN's informal complaint is  
9 not germane to the issue of whether  
10 U S WEST satisfies checklist item 3.

11 **Q. HOW MANY COMPETITORS GAIN ACCESS TO CUSTOMER DWELLINGS IN**  
12 **MULTIPLE DWELLING UNITS, INCLUDING ACCESS TO INTERBUILDING**  
13 **CABLING?**

14 **A** Through June of 1999, seven CLECs had gained access to over 3,300 multiple  
15 dwelling units in Washington State. A request for access to multiple dwelling units  
16 is more often submitted to U S WEST as a request for loop or sub-loop  
17 unbundling than as a request for duct, pole or right-of-way space. U S WEST  
18 provides non-discriminatory access to duct, pole and right-of-way space on  
19 campuses and in multiple dwelling unit entrance facilities that it owns or controls.

1 **Q. PLEASE SUMMARIZE YOUR TESTIMONY REGARDING ACCESS TO POLES,**  
2 **DUCTS, CONDUITS AND RIGHTS-OF-WAY.**

3 A U S WEST satisfies the requirements of checklist item 3 and has a concrete and  
4 specific legal obligation to provide access as referenced in the U S WEST SGAT  
5 and the various interconnection agreements between U S WEST and CLECs in  
6 Washington. U S WEST has presented prima facie evidence that the procedures it has  
7 in place for providing access to poles, conduit, duct, and rights-of-way ensure that the  
8 requirements of the Act, the FCC rules and Washington Law are and will be satisfied, now  
9 and in the reasonably foreseeable future, for competitors in the Washington  
10 telecommunications market. Moreover, U S WEST's processes, procedures, and  
11 capabilities for the provision of access to poles, conduit, duct, and rights-of-way ensure  
12 that an efficient competitor is afforded a reasonable opportunity to compete. Based on this  
13 evidence the Washington Commission should find that U S WEST has satisfied the  
14 requirements of Checklist Item 3.

1 **V.CHECKLIST ITEM 13 - RECIPROCAL COMPENSATION**

2 **Q. WHAT DO THE ACT AND FCC RULES REQUIRE WITH REGARD TO**  
3 **CHECKLIST COMPLIANCE FOR RECIPROCAL COMPENSATION?**

4 A. When two carriers collaborate to complete a local call, the originating carrier is  
5 compensated by its end user, and the terminating carrier is entitled to  
6 compensation from the originating carrier pursuant to Section 251(b)(5) of the Act.  
7 Reciprocal compensation is the payment between U S WEST and CLECs for the  
8 transport and termination of local traffic to their respective networks.

9 "Transport" is the carrying of traffic from the originating carrier's switch to the  
10 terminating carrier's switch. Under reciprocal compensation arrangements, the  
11 originating carrier is paying the terminating carrier for the use of the terminating  
12 carrier's end office switch, transport facilities, and tandem switch facilities.

13 The FCC defines "termination" as the switching of traffic that is subject to Section  
14 251(b)(5) at the terminating carrier's end office switch (or equivalent facility) and  
15 delivery of that traffic from that switch to the called party's premises.<sup>22</sup>

16 **Q. WHAT IS CALL TERMINATION?**

17 A. The Act and FCC orders recognize that carriers make significant investments in  
18 switches. Call Termination charges apply to local traffic and involve the  
19 terminating carrier's end office switching. Reciprocal compensation arrangements

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1 22 See First Report and Order, Para. 1040.

1 compensate the terminating carrier for the use of facilities on a time sensitive  
 2 basis. Call Termination is illustrated below.

3

4

## Call Termination

5 The only rate element for Call Termination is a per minute charge for the use of the end

6 office terminating switch. This rate is reflected in Exhibit A of the SGAT.

7 **Q. WHAT TRANSPORT OPTIONS ARE AVAILABLE TO CLECS?**

8 **A.** U S WEST provides CLECs with both Direct Trunked Transport<sup>23</sup> and Tandem

9 Switched Transport. These forms of trunking are explained more fully later in this

10 testimony. Most of the existing CLEC/U S WEST trunking is two-way. The

11 Parties may purchase transport services from each other, a third party, or from a

12 third party that has leased a Private Line Transport Service facility from

13 U S WEST.<sup>25</sup>

14 **Q. WHAT IS DIRECT TRUNKED TRANSPORT?**

15 **A.** Direct Trunked Transport is an uninterrupted path between end office switches of

16 two different carriers. Direct trunks can link a U S WEST end office to another

17 U S WEST end office or to a CLEC end office. Direct Trunked Transport extends

1 23 See the SGAT, Section 7.3.2, Direct Trunked Transport.  
 1 24 See the SGAT, Section 7.2.2.1.2.1, Two-way Trunk Groups.  
 1 25 See the SGAT, Section 7.2.2.1.2.2, Private Line Transport.



1 from the U S WEST Serving Wire Center at the carriers' point of interconnection  
2 to the terminating call's local tandem or end office switch. No switching is  
3 performed at the U S WEST Serving Wire Center. The rates are listed in Exhibit  
4 A of the SGAT. Included below is an illustration of a U S WEST's Local  
5 Interconnection Service (LIS), configured with Direct Trunked Transport.

6

7

8 **Q. WHAT IS TANDEM SWITCHED TRANSPORT?**

9 A. Tandem Switched Transport allows calling between a CLEC's switch and a  
10 U S WEST end office through an intermediate switch. This path may be an



11 alternative route or the only route for local call between two carrier's networks. When  
12 Tandem Switched Transport is requested, a dedicated transport facility extends

13 from the serving wire center at the point of interconnection between the carriers'  
14 networks to the U S WEST local tandem switch. Common trunks connect the

15 tandem switch to each end office switch in the local calling area. These trunks are  
16 considered common trunks because the trunks are not dedicated to one CLEC's

17 use, but instead are used "in common" by many carriers, including U S WEST  
18 retail, independent local exchange carriers, and CLECs. The combination of

19 switching and common trunking is "Tandem Switched Transport". Tandem  
20 Switched Transport allows calling between a new CLEC switch and every

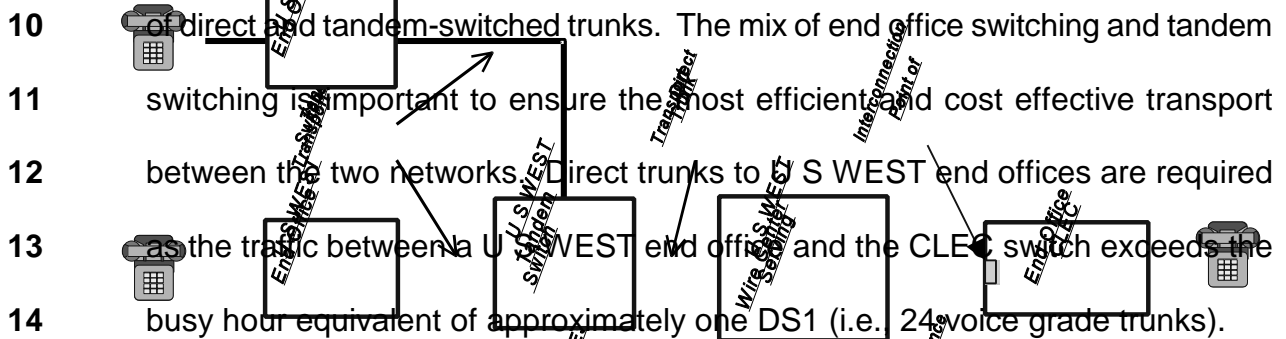
1 U S WEST end office connected to a U S WEST local tandem by establishing just  
2 one new trunk group. Tandem transmission rates apply to common transport from  
3 the local tandem to the end office. Below is an illustration of

4 Local Interconnection Service (LIS), configured with Tandem Switched Transport.

5

6 **Q. HOW IS IT DETERMINED WHETHER TRUNKS SHOULD BE DIRECT OR**  
7 **TANDEM SWITCHED?**

8 A. Interconnection trunking between two carriers can be all direct, all tandem-  
9 switched or a combination of the two. Most often, a CLEC requests a combination



15 U S WEST has incorporated this requirement into the SCAT:

16 When either Party utilizes the other Party's tandem switch for the  
17 exchange of local traffic, where there is a DS1's worth of traffic (512 CCS)  
18 between the originating Party's end office switch delivered to the other  
19 Party's tandem switch for delivery to one of the other Party's end office  
20 switches, the originating Party will order a dedicated (i.e., direct) trunk  
21 group to the other Party's end office. To the extent that CLEC has  
22 established a Collocation arrangement at a U S WEST end office location,  
23 and has available capacity, CLEC shall provide two-way direct trunk

1 facilities, when required, from that end office to CLEC's switch. In all other  
2 cases, the direct facility may be provisioned by U S WEST or CLEC or a  
3 third party. If both CLEC and U S WEST desire to provision the facility  
4 and cannot otherwise agree, the Parties may agree to resolve the dispute  
5 through the submission of competitive bids.<sup>26</sup>

6 Direct traffic involves two switches and a single path. Tandem-switched traffic  
7 involves at least three switches and two paths. The tandem-switched route is  
8 more costly; therefore, the direct route is favored to manage building traffic.

9 **Q. WHAT RATE ELEMENTS ARE ASSOCIATED WITH THE DIRECT TRUNK**  
10 **TRANSPORT COMPONENT OF RECIPROCAL COMPENSATION?**

11 A. Direct Trunked Transport has two rate elements: (1) a fixed, per month charge,  
12 and (2) a fixed, per mile charge. Both fixed charges vary with the length of the  
13 dedicated facility (based on airline mileage), as measured from the serving wire  
14 center to the tandem or end office. Direct Trunked Transport levies different  
15 charges for the DS1 and DS3 transmission levels. The SGAT states:

16 When DTT is provided to a local tandem for Exchange Service (EAS/local  
17 traffic), or to an access tandem for Exchange Access (IntraLATA Toll), or  
18 Jointly Provided Switched Access traffic, the applicable DTT rate elements  
19 apply between the Serving Wire Center and the tandem. Additional rate  
20 elements for delivery of traffic to the terminating end office are Tandem  
21 Switching and Tandem Transmission. . .<sup>27</sup>

22 Transport charges are adjusted when the trunks are two-way. For example, if  
23 U S WEST constructs direct trunks to the CLEC, the charges will be adjusted to

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1 <sup>26</sup> See the SGAT, Section 7.2.2.1.3, Terms and Conditions.

1 <sup>27</sup> See the SGAT, Section 7.3.2.1.2 and Exhibit A, Direct Trunked Transport and associated Rate  
2 Elements.

1 account for the portion of the trunk used by U S WEST to transport U S WEST's  
2 originating traffic to the CLEC. If U S WEST uses the trunk 50% of the time, then  
3 the fixed rates are reduced by 50%. In this arrangement the CLEC pays only for  
4 U S WEST transport facilities used by the CLEC to deliver CLEC-originated traffic  
5 to the U S WEST network. The reverse is true if the CLEC provides the transport  
6 to U S WEST. The SGAT, for example, includes the following two-way trunk  
7 group compensation language:

8 If the Parties elect to establish LIS two-way DTT trunks, for reciprocal  
9 exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-  
10 way DTT facilities shall be shared among the Parties by reducing the LIS  
11 two-way DTT rate element charges as follows:

12 The provider of the LIS two-way DTT facility will initially share the cost of  
13 the LIS two-way DTT facility by assuming an initial relative use factor of  
14 50% for a minimum of one quarter. The nominal charge to the other Party  
15 for the use of the DTT facility, as described in Exhibit A, shall be reduced  
16 by this initial relative use factor. Payments by the other party will be  
17 according to this initial relative use factor for a minimum of one quarter.  
18 The initial relative use factor will continue for both bill reduction and  
19 payments until the Parties agree to a new factor, based upon actual  
20 minutes of use data for non-ISP traffic to substantiate a change in that  
21 factor. Once negotiation of new factor is finalized, the bill reductions and  
22 payments will apply going forward, for a minimum of one quarter. By  
23 agreeing to this interim solution, the U S WEST does not waive its  
24 position that traffic delivered to Enhanced Service Providers is interstate  
25 in nature.<sup>28</sup>

26 As stated above, current traffic patterns have 90 percent of the traffic originating by  
27 or behind a U S WEST switch and terminating with a CLEC switch, primarily due

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1 28 See the SGAT, Section 7.3.2.2 (a), Two-way trunk group compensation.

1 to Internet Service Providers. According to this provision, therefore, U S WEST  
2 bears ninety percent of the cost of constructing two-way trunks. This is a  
3 significant consideration especially when CLECs request one Point of  
4 Interconnection (POI) per LATA and ask that U S WEST transport traffic for  
5 hundreds of miles on its behalf, yet pay 90 percent of the cost.

6 **WHAT RATE ELEMENTS ARE ASSOCIATED WITH THE TANDEM-SWITCHED**  
7 **TRANSPORT COMPONENT OF RECIPROCAL COMPENSATION?**

8 A. Tandem-Switched Transport has a transport element and a switching element.  
9 Both the transport element and the switching element are fixed, per minute rates.

10 The SGAT states:

11 For traffic delivered through a U S WEST or CLEC local tandem switch (as  
12 defined in this SGAT), the tandem switching rate and the tandem  
13 transmission rate in Exhibit A shall apply per minute in addition to the end  
14 office call termination rate. . .<sup>29</sup>

15 U S WEST's reciprocal compensation arrangements are in accord with Section  
16 252(d)(2).

17 **q. DOES U S WEST HAVE A CONCRETE AND SPECIFIC LEGAL**  
18 **OBLIGATION TO PAY RECIPROCAL COMPENSATION?**

19 Yes. Section 7.3.1 of the SGAT states: "The Reciprocal Compensation provisions of  
20 this SGAT shall apply to the exchange of Exchange Service (EAS/local) traffic  
21 between CLEC's network and U S WEST's network." The remainder of Section

---

1 <sup>29</sup> See the SGAT, Section 7.3.4.2.1, Tandem Switched Transport and associated Rate Elements  
2 in Exhibit A.

1 7.3 details how U S WEST ensures that the foregoing provision is satisfied.

2 Symmetrical compensation arrangements obligate U S WEST to pay a CLEC for  
3 transport and termination of traffic originated by U S WEST at the same rate that  
4 U S WEST charges to transport and terminate traffic originated by the CLEC. The  
5 reciprocal compensation rates in the SGAT and the existing interconnection  
6 agreements are symmetrical. The SGAT states:

7 The per minute of use call termination rates as described in Exhibit A of this  
8 SGAT will apply reciprocally for Exchange Service (EAS/Local) traffic  
9 terminated at a U S WEST or CLEC end office.<sup>30</sup>

10 Reciprocal compensation rates are set forth in Exhibit A of the SGAT.

11 **IN MOST INTERCONNECTION AGREEMENTS HAS BILL-AND-KEEP BEEN**  
12 **REPLACED BY RECIPROCAL COMPENSATION?**

13 A. Yes. The proposed SGAT does not have bill-and-keep language. Some existing  
14 interconnection agreements do have bill-and-keep language without traffic  
15 balance qualifiers. More often the language might say, "The parties agree that call  
16 termination rates as described in Appendix A will apply reciprocally for the  
17 termination of local/EAS traffic per minute of use. If exchange of traffic is within  
18 +/- 5% of balance, as measured quarterly, call termination rates will offset and no  
19 compensation will be paid. Bill-and-keep will continue until either party provides  
20 actual minutes of use data to substantiate a change in the allocation."

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1 <sup>30</sup> See the SGAT, Section 7.3.4.1.1, End office Call Termination and associated Rate Elements  
2 in Exhibit A.

**1 Q. HOW DOES U S WEST COLLECT CALL RECORDS, PRODUCE BILLS AND**  
**2 MAKE RECIPROCAL COMPENSATION PAYMENTS?**

**3 A.** U S WEST records, bills, and pays reciprocal compensation in accordance with  
**4** the SGAT and the various interconnection agreements in Washington. Certain  
**5** types of calls or types of interconnection require the exchange of special billing  
**6** records including, for example, alternate-billed and toll-free service calls. All call  
**7** types routed between the networks must be accounted for and settled between  
**8** CLECs and U S WEST. Certain calls are handled via the respective operator  
**9** services platforms.

**10** U S WEST uses its CroSS7 Platform to collect and format call detail from the  
**11** Signaling System Seven (SS7) links that are associated with interconnection trunk  
**12** groups. Familiar accounting and settlement systems are used to exchange  
**13** records and bills.

**14** The Act requires reciprocal compensation payments for local traffic to be made in a timely  
**15** fashion.<sup>31</sup>

**16** U S WEST has established a concrete and legal obligation to pay reciprocal  
**17** compensation. The SGAT states:

**18** Amounts payable under this SGAT are due and payable within thirty (30)  
**19** calendar days after the date of invoice.<sup>32</sup>

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**1** <sup>31</sup> See Section 251(b)(5) of the Act.  
**1** <sup>32</sup> See the SGAT, Section 5.4.1, Payment.

**1 Q. WITH WHOM IS U S WEST INTERCONNECTED?**

**2 A.** As of January 31, 2000, U S WEST was interconnected with twenty-one CLECs  
**3** in Washington. Those carriers are AT&T/TCG, Advanced Telecom Group, Avista,  
**4** CCCut/Connect, Electric Lightwave, Focal, Fox, Frontier, GTE, Great West, Intel  
**5** Telecom, Level 3, MCI Worldcom, Marathon, NextLink, OGI, Rainer Cable, Sprint,  
**6** Teligent, Tuscon Lightwave, and Winstar. This list includes only parties with  
**7** whom U S WEST has an interconnection agreement and has working trunks.

**8 IS U S WEST ABLE TO PROVIDE RECIPROCAL COMPENSATION TO ALL**  
**9 PARTS OF ITS WASHINGTON STATE SERVICE TERRITORY?**

**10 A.** Yes. Local interconnection with reciprocal compensation is available everywhere  
**11** in U S WEST 's Washington serving area.

**12 WHAT VOLUMES OF TRAFFIC HAVE BEEN EXCHANGED?**

**13 A.** As of January 31, 2000, U S WEST had 103,625 interconnection trunks between  
**14** itself and the 21 CLECs. In November of 1999, over 580 million minutes of calls  
**15** were exchanged over those trunks. In December of 1999, over 719 million  
**16** minutes of calls were exchanged over those trunks. In January of 2000, over 800  
**17** million minutes of calls were exchanged over those trunks.

**18 Q. HOW MANY DOLLARS OF RECIPROCAL COMPENSATION HAS U S WEST PAID**  
**19 AND RECEIVED?**

**20 A.** In 1999 U S WEST paid \$32,490,370 in reciprocal compensation to CLECs in  
**21** Washington. This compared to a reciprocal U S WEST bill to all Washington



1 CLECs of \$678,676.

2 Q. HOW DOES THE SGAT TREAT INTERNET SERVICE PROVIDER TRAFFIC FOR PURPOSES  
3 OF RECIPROCAL COMPENSATION?

4 A. For some time, a dispute has existed concerning whether Internet Service  
5 Provider(ISP)-bound traffic is subject to the reciprocal compensation obligations  
6 established by the Act. The Washington Commission has held that “ISP bound  
7 traffic should remain subject to reciprocal compensation” until the FCC has found  
8 otherwise.<sup>33</sup> Most of the state commissions throughout the country have held that,  
9 as a matter of contract, U S WEST is obligated to include ISP traffic for purposes  
10 of reciprocal compensation because the ILEC did not specifically exclude it from  
11 interconnection agreements.

12

13 As a result, the SGAT includes language **specifically**

14 exempting traffic originated to and terminated by enhanced service providers (defined  
15 elsewhere as ISP traffic) from the reciprocal compensation arrangements of the SGAT.

16 The SGAT states:

17 As set forth above, the Parties agree that reciprocal compensation only  
18 applies to EAS/Local Traffic and further agree that the FCC has  
19 determined that traffic originated by either Party (the “Originating Party”)

---

1 33 Cost docket decision at ¶ 54.

1 and delivered to the other Party, which in turn delivers the traffic to the  
2 enhanced service provider (the "Delivering Party") is interstate in nature.  
3 Consequently, the Delivering Party must identify which, if any, of this traffic  
4 is EAS/Local Traffic. The Originating Party will only pay reciprocal  
5 compensation for the traffic the Delivering Party has substantiated to be  
6 EAS/Local Traffic. In the absence of such substantiation, such traffic shall  
7 be presumed to be interstate.<sup>34</sup>

8 **HOW CAN U S WEST EXCLUDE ISP BOUND TRAFFIC FROM RECIPROCAL COMPENSATION WHEN**  
9 **THE WASHINGTON COMMISSION HAS HELD U S WEST MUST PAY CLECS FOR THE**  
10 **TRAFFIC?**

11 A. The FCC's recent clarification of the law establishes that payment for such traffic  
12 is "inter-carrier compensation" and not "reciprocal compensation." Both the SGAT  
13 and checklist item 13 concern "reciprocal compensation" and are therefore  
14 unaffected by ISP bound traffic. Specifically, in the Bell Atlantic New York 271  
15 Order, the FCC stated, "Inter-carrier compensation for ISP-bound traffic, however,  
16 is not governed by Section 251(b)(5), and, therefore, is not a checklist item."<sup>35</sup>  
17 Just as the Washington Commission held, the FCC found that BOCs must comply  
18 with state commission decisions "concerning inter-carrier compensation for ISP  
19 bound traffic, pursuant to our Inter-Carrier Compensation for ISP-Bound Traffic  
20 Order and pending completion of our rulemaking on this issue."<sup>36</sup> U S WEST has  
21 paid CLECs for such traffic as ordered by the Commission and will continue to do  
22 so; however, such traffic is not technically "reciprocal compensation" and therefore  
23 is excluded from the SGAT. Moreover, U S WEST's intention is to make plain its

---

1 <sup>34</sup> See the SGAT, Section 7.3.4.1.3, Traffic originated by and terminated to enhanced service  
2 providers.

1 <sup>35</sup> Bell Atlantic New York Order, Para. 377.

1 <sup>36</sup> Id.

1 position that such traffic should be excluded from reciprocal compensation and  
2 avoid the result in several states that ISP-bound traffic is included for reciprocal  
3 compensation purposes unless specifically excluded.

4

5 **Q. DOES U S WEST HAVE WELL-DEFINED PROCESSES SUPPORTING**  
6 **RECIPROCAL COMPENSATION OBLIGATIONS?**

7 A. U S WEST has developed detailed processes that support reciprocal  
8 compensation billing and payments to CLECs. Exhibit TRF-03 contains the  
9 detailed process flows defining the billing and payments procedures and TRF-04  
10 contains the task list associated with the process flows.

11 A CLEC or U S WEST may request an audit of reciprocal compensation billing. Section  
12 18.0 of the SGAT defines the terms and conditions of the audit process. The party requesting  
13 the audit may review the non-requesting party's records, books, and documents. The SGAT  
14 includes the following audit provisions:

15 [An audit is] the comprehensive review of:

16 Data used in the billing process for services performed, including reciprocal  
17 compensation, and facilities provided under this SGAT; and

18 Data relevant to provisioning and maintenance for services performed or  
19 facilities provided by either of the Parties for itself or others that are similar  
20 to the services performed or facilities provided under this SGAT for  
21 Interconnection or access to unbundled loops, ancillary and finished

1 services.<sup>37</sup>

2

3 **Q. PLEASE SUMMARIZE YOUR TESTIMONY REGARDING CHECKLIST ITEM 13,**  
4 **RECIPROCAL COMPENSATION.**

5 A. U S WEST has an SGAT that obligates it to pay reciprocal compensation.<sup>38</sup>

6 U S WEST is a party to interconnection agreements that obligate it to pay  
7 reciprocal compensation. Region-wide last year, U S WEST paid CLECs in  
8 excess of \$77 million of reciprocal compensation. In stark contrast, the reciprocal  
9 bill to the CLECs was \$6.6M. Although U S WEST has paid and continues to pay  
10 reciprocal compensation for ISP-bound traffic pursuant to orders by the  
11 Washington Commission, the FCC has determined that reciprocal compensation  
12 for ISP traffic is not a 251(b)(5) or Checklist Item 13 issue. U S WEST has met  
13 its obligation to pay reciprocal compensation pursuant to the Act, FCC, and  
14 Washington Commission Orders.

15 The Act requires U S WEST to include reciprocal compensation arrangements for  
16 call transport and call termination in its interconnection agreements. U S WEST  
17 satisfies these requirements through the U S WEST SGAT and the various  
18 interconnection agreement with CLECs in Washington.

19 U S WEST's processes, procedures, and capabilities for reciprocal compensation

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1 37 See the SGAT, Section 18.1, Audit process.

1 38 See the SGAT, Section 7.3, Reciprocal Compensation.

1 ensure that an efficient competitor is afforded a reasonable opportunity to  
2 compete. Thus, this Commission should find that U S WEST has satisfied the  
3 requirements of Checklist Items 13, reciprocal compensation.

1

**VIII.CONCLUSION**

2

**Q. WHAT IS YOUR RECOMMENDATION TO THE WASHINGTON  
COMMISSION?**

3

4

A. For the reasons described in my testimony, I urge the Washington

5

Commission to find that U S WEST has satisfied the Act's checklist

6

requirements for access to poles, ducts, conduits, and rights-of-way; and for

7

reciprocal compensation.

8

**BEFORE THE WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION**

IN THE MATTER OF THE INVESTIGATION )  
INTO U S WEST COMMUNICATIONS, INC.'S )  
COMPLIANCE WITH §271(C) OF THE ) DOCKET NO.  
UT-970300 )  
TELECOMMUNICATIONS ACT OF 1996. )

**EXHIBITS OF  
THOMAS R. FREEBERG  
ON BEHALF OF  
U S WEST COMMUNICATIONS, INC.**

**March 22, 2000**

**NOTICE OF CONFIDENTIALITY: THE PORTIONS OF THIS  
DOCUMENT IDENTIFIED BELOW, HAVE BEEN FILED UNDER SEAL.**

**-EXHIBIT TRF-C5**

## INDEX OF EXHIBITS

### DESCRIPTION

### EXHIBIT

Poles, Ducts, and Rights of Way Process Flow	TRF-01
Poles, Ducts, and Rights of Way Process Task List	TRF-02
Reciprocal Compensation Billing Process Flow	TRF-03
Reciprocal Compensation Billing Process Task List	TRF-04
Pole, Duct, or Right-of-Way Requestor List	TRF-C5