

Washington  
DOCKET NO. UT-083041  
Charter 01-001

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 001

Throughout its Direct Testimony, Qwest refers to language created in the Section 271 process (see, e.g., Easton Direct Testimony at pages 6 & 10; Albersheim Direct Testimony at pages 7, 24, 27 & 28; Weinstein Direct Testimony at page 10), and claims that the Commission should adopt language consistent with the language developed in the Section 271 process (e.g., Easton Direct Testimony at page 6, lines 9-10; Albersheim Direct Testimony at page 24).

a. Please state whether Qwest's language proposals for any of the disputed issues in this docket are identical to the language that was created as a result of the Section 271 process in Washington. If not, please provide a copy of the language for the issues that resulted from the Section 271 process and explain why the language Qwest currently proposes is different.

b. Please state whether the SGAT is available for adoption in Washington. If not, please explain why not.

RESPONSE:

a. Qwest objects to this request on the basis that it is overly broad, unduly burdensome, and requests information that is equally available to Charter as it is to Qwest. Without waiver of this objection, Qwest provides the following additional information with regard to the sections where Qwest's witnesses have asserted that its proposed language is a result of the Section 271 process.

Easton Direct page 6 - the switch exhaust language that Qwest is proposing for Section 7.1.1 is identical to the switch exhaust language in Section 7.1.1 of the Washington 8th Revised SGAT.

Easton Direct page 10 - the interconnection options that Qwest is proposing are the same interconnection options that are detailed in Section 7.1.2 of the Washington 8th Revised SGAT.

Albersheim Direct page 7 - The language regarding disconnects in sections 5.4.3 and 5.13.1 appears in the Washington 8th Revised SGAT.

Albersheim Direct page 24 - The reference to the 271 process on page 24, lines 3-4 was made in error, and should have been removed. Errata will be filed to correct this page.

Albersheim Direct page 27 - For the source of the language on Indemnity in sections 5.9.1.1, 5.9.1.2 and 5.9.2.2, please see testimony on page 28 lines 1 through 5 and footnotes 9 and 10 of Albersheim Direct on page 28, and the Washington 8th Revised SGAT.

Albersheim Direct page 28 - For the source of the language on Indemnity in sections 5.9.1.1, 5.9.1.2 and 5.9.2.2, please see testimony on page 28 lines 1 through 5 and footnotes 9 and 10 of Albersheim Direct on page 28, and the Washington 8th Revised SGAT.

Weinstein Direct -page 10 -The language in the Qwest SGAT filed in August

2002 contained the following language for Miscellaneous Charges:

9.1.12 Miscellaneous Charges are defined in Section 4.40 (a). Miscellaneous Charges are in addition to nonrecurring and recurring charges set forth in Exhibit A. Miscellaneous Charges apply to activities CLEC requests Qwest perform, activities CLEC authorizes, or charges that are a result of CLECs actions, such as cancellation charges. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

Qwest's proposed language for this arbitration:

Miscellaneous services are provided at CLEC's request or are provided based on *CLEC's actions* that result in miscellaneous services being provided by Qwest.

The italicized portion is what Charter seeks to delete and is substantially similar to the above language. The additional language in Qwest's proposal is simply explanatory, including more specific information on the charges.

b. The SGAT is not available for adoption as an interconnection agreement in Washington and has not been available for several years. Qwest has no obligation to maintain an SGAT. Rather, Qwest has an obligation to negotiate in good faith with CLECs to arrive at terms and conditions for interconnection and access to unbundled network elements. Qwest continues to fulfill this obligation through the use of its Negotiations Template as a starting point for those negotiations. CLECs have entered into interconnection agreements using the Negotiations Template as a base document or, in the alternative, adopting the template or a recently negotiated or arbitrated agreements of other CLECs. All of these interconnection agreements have been submitted to, and approved by the Washington Commission.

Respondents: Bill Easton, Renee Albersheim, Robert Weinstein and Qwest Legal

Washington  
DOCKET NO. UT-083041  
Charter 01-002

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 002

Re: Easton Direct Testimony at page 3, line 15 (and page 6, line 9): Please define "standard template" as that term is used. A complete answer will explain whether this is a reference to Qwest's Negotiations Template Interconnection Agreement. If this is not a reference to that template, please explain the reference in detail.

RESPONSE:

"Standard template" is a reference to Qwest's Negotiations Template Interconnection Agreement.

Respondent: Bill Easton

Washington  
DOCKET NO. UT-083041  
Charter 01-003

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 003

Re: Easton Direct Testimony at page 5, lines 17-18:

a. Please provide the FCC or Washington rule or order or other authority Mr. Easton relies upon for his claim that "Qwest has the right to reject requests for connections between Qwest tandem switches where such connections would risk switch exhaust."

b. Regarding the quote in subpart (a), please provide Mr. Easton's definition of "switch exhaust."

c. Please provide any policies or procedures Qwest uses for determining whether an interconnection request "would risk switch exhaust."

d. Is it Mr. Easton's testimony that a risk of switch exhaust meets the FCC's definition of interconnections that are not technically feasible as described in 47 C.F.R. §51.5 (see, definition of "Technically Feasible")? Please explain why or why not.

RESPONSE:

a. Qwest does not have an obligation to provide connections between its local tandem switches to CLECs because it does not maintain such connections for itself or its affiliates. Qwest does not have an obligation to provide interconnection to a CLEC that is superior in quality to that which Qwest provides itself. However, if the creation of tandem to tandem connections was treated as an interconnection obligation under the Act, which it is not, FCC Rules 51.5 and 51.305 would give Qwest the right to reject requests for tandem to tandem connections that would risk switch exhaust because such exhaust would involve adverse network reliability impacts.

b. Switch exhaust refers to a switch condition that prevents the switch from processing calls due to processing capacity limitations or prevents connections with subscriber equipment or other Public Telephone Network switches due to switch port limitations.

c. Qwest determines whether there is available switch processing capacity or switch port availability on a case by case basis.

d. Yes. If there is no switching capacity available that would allow for additional interconnection, it is technically infeasible to interconnect with the switch.

Respondent: Bill Easton

Washington  
DOCKET NO. UT-083041  
Charter 01-004

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 004

Re: Easton Direct Testimony at page 5, lines 19-20: Please state which party would bear the burden of proof if Charter were to "dispute Qwest's claim of technical infeasibility or switch exhaust." Please explain your response.

RESPONSE:

If the question is whether it is technically feasible to interconnect at a particular point within Qwest's network and Qwest claimed that it was not technically feasible to interconnect at that particular point, Qwest would bear the burden of proof under FCC Rule 51.305(e) in a proceeding before the Commission. Qwest is not presently aware of any statute or rule that assigns the burden of proof if it refuses to create a tandem to tandem connection due to risk of switch exhaust.

Respondent: Bill Easton

Washington  
DOCKET NO. UT-083041  
Charter 01-005

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 005

Re: Easton Direct Testimony at page 5, lines 20-24: Please identify the FCC or Washington rule or order or other authority Mr. Easton relies upon for his claim regarding "the proper order of events."

RESPONSE:

Mr. Easton's statement is not based on an FCC or Washington rule. Instead it is based upon what is the most logical order of events. Under the Charter language, Qwest could be required to provide interconnection at a tandem switch with no available switch ports up until the time it demonstrates to the Commission that the switch is at exhaust. As stated in Mr. Easton's testimony a more logical, or proper, order is for Charter to request an interconnection point or switch connection, for Qwest to determine whether to accept or reject the request, and for any dispute to be negotiated and/or submitted to the Commission for resolution pursuant to the dispute resolution provisions of the ICA.

Respondent: Bill Easton

Washington  
DOCKET NO. UT-083041  
Charter 01-006

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 006

Re: Easton Direct Testimony at page 6, lines 15-17: Please explain Qwest's view of the nature of MCI Metro's complaint against Qwest in Docket No. UT-971063 before the Washington Commission if that proceeding did not involve a request "that the Commission become involved when interconnection at a tandem has been denied due to exhaust issues."

RESPONSE:

The MCI Metro docket involved switching capacity issues at a time shortly after the Telecommunications Act of 1996 went into effect. This was a time when a large number of carriers were requesting interconnection for the first time and the parties had no experience forecasting facility and switching requirements and managing the significant volumes of requests. I am not aware of situations in the intervening years in which CLECs have needed to involve the Commission in switch exhaust issues.

Respondents: Bill Easton

Washington  
DOCKET NO. UT-083041  
Charter 01-007

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 007

Re: Easton Direct Testimony at 9, lines 3-8: Is it Qwest's position that the only limitation on Charter's ability to obtain a single point of interconnection in a LATA is technical feasibility? If not, please identify all other limitations. If so, is providing Charter with a single point of interconnection in any LATA in Washington technically infeasible? Please explain your response.

RESPONSE:

In addition to technical feasibility, FCC rules require that the point of interconnection be within the Qwest network. Furthermore, since Qwest does not maintain connections between local tandems, it is possible that Charter's choice of the point of interconnection might not allow it to deliver traffic to all Qwest subscribers within the LATA or to subscribers of other carriers within the LATA.

Qwest cannot answer whether a single point of interconnection is technically infeasible in any LATA in Washington without knowing the particular point within Qwest's network that Charter intends to choose as a point of interconnection.

Respondent: Bill Easton



Washington  
DOCKET NO. UT-083041  
Charter 01-012

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 012

Re: Easton Direct Testimony at pages 19-23: Would Qwest agree to bill and keep compensation for the facilities used for interconnection if each party provides approximately half of those facilities; or, if each party's costs of transport on their respective networks were roughly equivalent? If not, please explain why not.

RESPONSE:

If the ICA between the parties required that each party's costs of transport on their respective networks be roughly equivalent and the transport was all provided in/limited to the Qwest serving territory and in the same LATA and did not exceed 50 miles, Qwest might consider bill and keep on the DTT facilities.

Respondent: Bill Easton

Washington  
DOCKET NO. UT-083041  
Charter 01-015

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 015

Re: Easton Direct Testimony at page 30, lines 1-6: Please explain the reasons for, and the significance of, the modifications made by Qwest in the last sentence of this section cited in this portion of Mr. Easton's direct testimony (i.e. Section 10.3.7.1.1).

RESPONSE:

In an attempt to resolve this issue Qwest has revised the last sentence of Section 10.3.7.1.1 to make clear the options available to Charter: it can either order LIS facilities priced at TELRIC rates, or private line facilities priced at tariffed rates.

Respondent: Bill Easton

Washington  
DOCKET NO. UT-083041  
Charter 01-017

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 017

Re: Linse Direct Testimony at page 3, lines 14-15: Please describe, and itemize, every other technically feasible method of interconnection that Qwest has provided to a CLEC in Washington which does not involve: (1) DS1 or DS3 Qwest provided entrance facility; (2) Collocation; or (3) negotiated Mid-Span Meet POI facilities (as those terms are used in Mr. Linse's Direct Testimony).

RESPONSE:

Qwest previously provided a service that relied upon Qwest's tariffed private line and muxing as a method of interconnection. Qwest is not presently aware of any CLECs having requested that Qwest provide any other method of interconnection outside of Qwest's standard offerings in Washington.

Respondent: Phil Linse

Washington  
DOCKET NO. UT-083041  
Charter 01-019

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 019

Re: Linse Direct Testimony at pages 10-11: Are there facilities used for interconnection between Qwest and any other CLEC in Washington that are located outside of Qwest's local service area? If so, please identify the CLEC(s) and describe those facilities.

RESPONSE:

Yes, the facilities provided by CLECs sometimes extend beyond Qwest's local service area. Qwest does not track this information.

Respondent: Phil Linse

Washington  
DOCKET NO. UT-083041  
Charter 01-021

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 021

Re: Linse Direct Testimony at page 13, lines 35-37: Please identify any circumstance where Charter has previously originated traffic in the manner described by Mr. Linse in this portion of his Direct Testimony. In conjunction with the response to this request, provide any evidence that Charter has ever engaged in any traffic exchange process, or arrangement, that involves so-called "Phantom Traffic."

RESPONSE:

Interconnection agreements between Qwest and Charter have not previously contained Charter's proposed language that would allow for such traffic. Thus, Qwest has not had reason to believe that Charter has previously originated traffic in the manner described by Mr. Linse. Nevertheless, because the agreement once arbitrated would be available for opt in, Qwest believes that Charter's proposed language is inappropriate and should be rejected.

Respondent: Phil Linse

Washington  
DOCKET NO. UT-083041  
Charter 01-022

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 022

Re: Linse Direct Testimony at page 15, lines 6-13: Describe, and identify, any evidence that Qwest has of "revenue sharing agreements" between any CLEC in Washington, and a transit provider, as these terms are used by Mr. Linse in his Direct Testimony.

RESPONSE:

Interconnection agreements between Qwest and other CLECs have not previously contained Charter's proposed language that would allow for such traffic. Thus, Qwest does not presently have evidence of "revenue sharing agreements" between any CLEC in Washington, and a transit provider, as these terms are used by Mr. Linse in his Direct Testimony. Nevertheless, because the agreement once arbitrated would be available for opt in, Qwest believes that Charter's proposed language is inappropriate and should be rejected.

Respondent: Phil Linse

Washington  
DOCKET NO. UT-083041  
Charter 2-50

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 50

Re: Qwest Confidential Response to Charter Data Request No. 10: Please identify the specific rates, terms, and conditions by which Qwest acquires Direct Trunked Transport from each of the carriers identified in Qwest's response.

a. Please confirm that such rates, terms and conditions are set forth in the current, effective interconnection agreements between Qwest and the carriers identified in Qwest's response to Charter Data Request No. 10, and that such interconnection agreements are currently on file with the Washington Utilities and Transportation Commission.

b. If any such rates, terms, and conditions are not set forth in the current, effective interconnection agreements between Qwest and the other carriers, please identify those rates, terms, and conditions, including but not limited to, the agreement, tariff, or other document that establishes and governs those rates, terms, and conditions.

RESPONSE:

The rates paid are found in appendix A of the ICAs and the terms and conditions are found in Section 7 of the XO and TCG agreements and Section C of the ELI agreement.

a) Any payment that QC makes to a CLEC for facilities is in compliance with the ICAs for all rates, terms and conditions.

b) NA

Washington  
DOCKET NO. UT-083041  
Charter 2-51

INTERVENOR: CHARTER FIBERLINK WA-CCVII, LLC

REQUEST NO: 51

Re: Easton Direct at 24-26: If Qwest's alternative reciprocal compensation proposed language is adopted, including the tandem transmission and switching elements, would Qwest also assess direct trunked transport charges upon Charter under Qwest's current proposed language in Section 7.3.2? Please explain your response.

RESPONSE:

The tandem transmission and switching elements detailed in Qwest's alternative reciprocal compensation language are in addition to any applicable direct trunked transport charges. This is because the tandem transmission and switching rate elements are related to functions that are not a part of the direct trunked transport charges.

Respondent: Bill Easton