

01442

1

BEFORE THE WASHINGTON UTILITIES AND

2

TRANSPORTATION COMMISSION

3

4 In the Matter of the ) Docket No. UT-003022  
Investigation Into US WEST ) Volume XII  
5 Communications, Inc.'s ) Pages 1442-1662  
Compliance with Section 271 of )  
6 the Telecommunications Act of )  
1996. )

7

\_\_\_\_\_ )  
In the Matter of US WEST ) Docket No. UT-003040  
8 Communications, Inc.'s )  
Statement of Generally )  
9 Available Terms Pursuant to )  
Section 252(f) of the )  
10 Telecommunications Act of 1996.)

11

12

A workshop in the above matter was

13

held on November 8, 2000, at 8:36 a.m., at 1400 S.

14

Evergreen Park Drive, S.W., Olympia, Washington,

15

before Administrative Law Judge ANN RENDAHL.

16

17

The parties were present as

follows:

18

AT&T, by Letty S.D. Friesen and  
19 Mitchell Menezes, Attorneys at Law, 1875 Lawrence  
Street, Room 15-21, Denver, Colorado, 80202.

20

QWEST, by Lisa Anderl, Attorney at  
21 Law, 1600 Seventh Avenue, Room 3206, Seattle,  
Washington, 98191, and Robert Cattanach, Attorney at  
22 Law, Dorsey & Whitney, Pillsbury Center South, 220  
South Sixth Street, Minneapolis, Minnesota, 55402.

23

WORLDCOM, by Ann Hopfenbeck,  
24 Attorney at Law, 707 17th Street, Suite 3600, Denver,  
Colorado, 80202.

25

01443

1

                                  XO WASHINGTON, INC., ELI, ATG,  
2 FOCAL COMMUNICATIONS OF WASHINGTON, INC., and  
ALLEGIANCE TELECOM, by Gregory J. Kopta, Attorney at  
3 Law, Davis, Wright, Tremaine, LLP, 2600 Century  
Square, 1501 Fourth Avenue, Seattle, Washington,  
4 98101.

5

                                  METRONET, COVAD, ICG  
COMMUNICATIONS, INC., and MPOWER, by Brooks Harlow,  
6 Miller Nash, 4400 Two Union Square, 601 Union Street,  
Seattle, Washington, 98101.

7

                                  RHYTHMS LINKS, INC., by Douglas  
8 Hsiao, Attorney at Law, 9100 E. Mineral Circle,  
Englewood, Colorado 80112.

9

                                  SPRINT, by Eric S. Heath, Attorney  
10 at Law, 330 S. Valley View Boulevard, Las Vegas,  
Nevada, 89107.

11

                                  ESCHELON, by Ellen Gavin, Attorney  
12 at Law, address unknown. (Appearing via  
teleconference bridge.)

13

14

15

16

17

18

19

20

21

22

23

24 Barbara L. Nelson, CCR

25 Court Reporter

01444

1	<hr/>			
2	INDEX OF EXHIBITS			
3	<hr/>			
4	EXHIBIT:	MARKED:	OFFERED:	ADMITTED:
5	Exhibit 299	1460	--	1461
6	Exhibit 300	1480	--	1662
7	Exhibit 313	1492	--	1662
8	Exhibit 314	1506	--	1662
9	Exhibit 315	1662	--	1662
10	Exhibit 387	--	--	1662
11	Exhibit 388	1542	--	1662
12	Exhibit 395	--	--	1472
13	Exhibit 433	1447	--	1458
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

01445

1                   JUDGE RENDAHL: Let's be back on the  
2 record. Today is Wednesday, November 8th, and we are  
3 continuing our second workshop in the Section  
4 271/SGAT proceeding here in Washington State. My  
5 name is Ann Rendahl. I'm the Administrative Law  
6 Judge in this proceeding. We have a few new faces  
7 this morning. Mr. Heath, would you like to state an  
8 appearance for the record?

9                   MR. HEATH: Thank you, Judge. Eric Heath,  
10 appearing on behalf of Sprint Corporation.

11                   JUDGE RENDAHL: And Mr. Harlow, would you  
12 like to introduce your witness?

13                   MR. HARLOW: Yes, Mike Zulevic, from Covad  
14 Communications.

15                   JUDGE RENDAHL: Okay. Thank you. Last  
16 night we just about finished up our Checklist Item  
17 Number One, interconnection issues. But we have at  
18 least one remaining issue, and I'll turn the floor  
19 over to Mr. Wilson at this point to finish up your  
20 interconnection issues.

21                   MR. WILSON: Thank you, Your Honor. On the  
22 issue of trunk blocking in some proceedings, we've  
23 had lengthy discussions on blocking issues. I merely  
24 wanted to state a comment and alert the Commission to  
25 the direction we're taking on blocking.

01446

1           Mr. Freeberg presented some information on  
2 blocking. We're encouraged that Qwest seems to be  
3 doing better on blocking for CLEC trunks. Of course,  
4 we won't know the actual story until after the  
5 verification by the ROC process.

6           What AT&T is doing is preparing a new PID,  
7 a new blocking metric that we're going to propose at  
8 the ROC for blocking that will look more at a  
9 trunk-by-trunk basis. We feel that the current PIDs  
10 are too aggregate to really capture problems that  
11 blocking will cause on a trunk-by-trunk basis. So we  
12 are drafting a new PID and we'll present that at the  
13 ROC and propose that it either be a substitute for  
14 the current PIDs for blocking or an additional PID.  
15 And that's basically all I wanted to say.

16           JUDGE RENDAHL: Any response from Qwest?

17           MR. FREEBERG: Yes. I've got an exhibit  
18 that I'd like to offer.

19           MS. WEBER: Not three-hole punched. Sorry.

20           MR. FREEBERG: And I'd like you to turn to  
21 page 56 of Mr. Wilson's testimony, towards the  
22 bottom, paragraph 161, I believe it is.

23           JUDGE RENDAHL: Did you state a number of  
24 that? I'm sorry.

25           MR. FREEBERG: Did we put a number on this

01447

1 handout? Is that what you're asking?

2 JUDGE RENDAHL: The number of this exhibit  
3 is -- the last exhibit we had was 432, so this will  
4 be 433. I was wondering what the exhibit number was  
5 of Mr. Wilson's testimony was that you were referring  
6 to.

7 MR. FREEBERG: Ah, just a moment. I can --  
8 I believe it's 371, although, wait a minute. I may  
9 be wrong.

10 MS. FRIESEN: Is it 433, perhaps?

11 JUDGE RENDAHL: No, this exhibit that was  
12 just circulated is 433. And you are referring to Mr.  
13 Wilson's.

14 MR. FREEBERG: He had numbered a 34-T.

15 JUDGE RENDAHL: Let's be off the record  
16 while we sort this out.

17 (Discussion off the record.)

18 JUDGE RENDAHL: Let's be back on the  
19 record. While we were off the record, we identified  
20 that we are discussing Mr. Wilson's Exhibit 371 at  
21 page 56, at the very bottom, starting at line 21. Is  
22 that correct?

23 MR. FREEBERG: That's correct.

24 JUDGE RENDAHL: And we have marked the  
25 exhibit handed out as 433, and it was described as

01448

1 Comparison Between Direct and Tandem Trunking. Is  
2 there any objection to this exhibit?

3 MS. FRIESEN: Well, I suppose I would  
4 appreciate a little more information on what the  
5 exhibit is before we have to object to it.

6 JUDGE RENDAHL: Okay. Why don't we go  
7 through a little bit of discussion on it, and then  
8 we'll bring that issue up later.

9 MS. FRIESEN: Okay, thank you.

10 MR. FREEBERG: At the bottom of page 56  
11 there, and I'm focusing on a sentence that begins,  
12 again, Approximately 95 percent of Qwest's traffic  
13 flows on these trunk groups, leaving only five  
14 percent of the traffic traveling on the tandem trunk  
15 groups that are subject to the blocking metrics.

16 So this comes back to, I think, Ken's  
17 point. Again, I'm trying to be thinking along the  
18 lines that, you know, is it wise for us to be  
19 thinking about more measurements related to blocking.  
20 I think, for a couple of reasons, the answer is no.  
21 The first reason is, as we look at the existing NI-1  
22 metrics, we see very, very low blocking there.

23 Secondly, as we look at non-interconnection  
24 trunk groups, again, we said there were maybe three  
25 local trunk groups in a recent month that were

01449

1 blocking at problem rates out of a base of almost 300  
2 trunk groups. So we think a relatively low level of  
3 blocking there.

4           Now, I just -- I think that Ken's  
5 suggestion that there needs to be more blocking  
6 metrics is based on a thought that says more of the  
7 interconnection traffic flows via the tandem than  
8 does non-interconnection traffic.

9           I mean, I think, if I understand Ken's  
10 point at this part of his testimony, he's saying only  
11 five percent of Qwest's non-interconnection traffic  
12 flows via the tandem. In contrast, this says 25  
13 percent of the CLEC traffic travels over the tandem  
14 trunk groups. And I offer the numbers here as  
15 Exhibit 433, and I'll walk you through them to make  
16 it more clear what we're looking at.

17           We're looking for, at this point, at the  
18 September 2000 data, so certainly this changes, you  
19 know, all the time, but there's some relative  
20 stability to it, as well. That the top set of three  
21 numbers is a look at the interconnection trunks, so  
22 again, these are trunk groups and trunks that have  
23 one end on a CLEC switch and one end on an ILEC  
24 switch. And the top line you see is the direct  
25 trunking, or that trunking which is not via the



01450

1 tandem.

2           And you'll see there that if you take a  
3 look at that, it is some 83,736 trunks, which is 71  
4 percent of the total measured as trunks. And if you  
5 work your way across, you next see what would be the  
6 trunks required calculation we've talked about  
7 before. Maybe more importantly is the offered CCS.  
8 This is really looking at how much traffic, a direct  
9 relationship to how many minutes of traffic were  
10 flowing, you know, on direct trunk groups. And you  
11 can see there, as you work your way across to the  
12 right, it was roughly 68 percent of the traffic that  
13 was flowing on the direct trunk groups.

14           The flip of that, then, is that some 32  
15 percent of the traffic was flowing on a tandem routed  
16 trunk group. If you measured it by trunks, moving  
17 off to the left again into that percent of total  
18 trunks column, approximately 29 percent of the trunks  
19 are via the tandem, and again, we're focused here on  
20 the interconnection trunks.

21           So where Ken says 25 percent, in September,  
22 at least, it was 29, pretty close. Roughly, you  
23 know, in the range. If we drop down below, however,  
24 you see a look at the non-interconnection trunks here  
25 in Washington, and what you find there is it is

01451

1 roughly the same split, almost precisely the same  
2 split. In other words, 29 percent of the local  
3 trunks are via a tandem. If you move across to the  
4 right, approximately 28 percent of the traffic.

5           So much greater than the five percent  
6 that's suggested in the testimony here is flowing via  
7 the tandem here in Washington.

8           Because these two are effectively equal,  
9 these are very, very similar, my argument is new  
10 measurements aren't necessary. If these numbers were  
11 very different from one another, as Ken mentioned in  
12 his testimony, let's say five versus 25, there could  
13 be good reason for the need for the new metrics.

14           I think this kind of data shows roughly the  
15 same amount of interconnection and  
16 non-interconnection traffic flows via the tandem,  
17 meaning that when a call goes via the tandem, if it  
18 is going to be blocked behind the tandem, there's  
19 roughly the same likelihood that a  
20 non-interconnection call would encounter that  
21 blocking, as would an interconnection call. Does  
22 that make sense?

23           Behind this is a look at August, and a look  
24 at region, the region-wide picture, the same kinds of  
25 numbers. Just showing you that, again, the break is

01452

1 very similar if we look at it, you know, aggregated  
2 all the way up to a regional level. However, in that  
3 case, Qwest's non-interconnection traffic, there's  
4 more of it, actually, that flows via the tandem than  
5 there is interconnection traffic.

6           So I guess my bottom line is that I think  
7 this data helps show that there isn't a need for new  
8 measures, new blocking measures.

9           MR. WILSON: Well, I understand the data  
10 that Mr. Freeberg's presenting. It is contrary to  
11 data and discussions that I've had on this similar  
12 issue with US West employees over the past five  
13 years. I've been in many situations discussing these  
14 issues with US West employees, former US West  
15 employees, and I have never, until this moment, had  
16 anyone refuting the fact of it being more -- that the  
17 tandem trunks carried more on the order of five  
18 percent, rather than 28 or 29 percent of the call  
19 volume. So I guess I have some skepticism as to the  
20 validity of this data.

21           If the access trunks were also included in  
22 here, it might be a little more along the lines of  
23 what I understand to be the actual situation, but the  
24 access trunks should not be counted in this data.

25           So I guess the first question I have for

01453

1 Mr. Freeberg is are access trunks included here?

2 MR. FREEBERG: No, they're not.

3 MR. WILSON: Okay. Well, I think, as far  
4 as the data that's being presented, that maybe this  
5 is a question for the third party validating team to  
6 look at. I think we need, in order to verify this,  
7 we would need to see all the whole trunk picture for  
8 Washington, rather than just a summary. There are --  
9 I mean, I'm sure Qwest could produce a list of trunks  
10 behind the tandems and direct trunks between end  
11 offices. It's not a -- it's a long list, but not  
12 that extensive. Just to see where these are going,  
13 because, as I say, this is simply contrary to my  
14 general knowledge of how their network has been set  
15 up.

16 If I had a full copy of the results that  
17 are being used at the ROC, there are some trunk  
18 tallies in that that could be used, at least at a  
19 summary level, to see if what's being counted there  
20 correlates with these numbers. Because to get to the  
21 current PID values, they are looking at different  
22 sets of trunks, and perhaps the third parties are  
23 looking at those, so maybe part of this is already  
24 being done. So I guess that's my first comment.

25 The other thing I would correct, I believe

01454

1 Mr. Freeberg said that there were only three trunks  
2 blocking excessively. I believe that the exhibit you  
3 showed yesterday, there were six trunks over two  
4 percent, and the way that Qwest is presenting that  
5 data right now, we don't know if those trunks are  
6 blocking at 30 percent, 20 percent. We are not being  
7 given the actual blocking level.

8           And the problem that CLECs have had is that  
9 when you go or when you put new customers on your  
10 network, those customers pull calls from Qwest  
11 customers all over a metropolitan area. So for  
12 instance, if AT&T signed up a bank in Seattle, there  
13 would be people -- largely Qwest customers calling  
14 that bank from all over the metropolitan area. And  
15 if you don't have enough trunking to those outlying  
16 areas, you may get blocking. Even though the  
17 customer you added is in the center of town, you may  
18 see blocking elsewhere.

19           So the idea of a PID that looks at  
20 individual trunks was to capture this problem that,  
21 even if you're -- even if your average blocking was  
22 very, very good, if you have serious blocking on even  
23 one trunk, that can cause you to slow your business  
24 -- your entry into the market down, because you know  
25 that when you add a new customer in one place, it

01455

1 will potentially cause excessive blocking in another  
2 place. And that's why we feel that it's important to  
3 look at a trunk level.

4           And so for instance, in the exhibit that  
5 was presented with the six trunks that were over two  
6 percent, if one of those is at 35 percent, that would  
7 be, I think, a fairly critical issue for CLECs, and  
8 we should look at that individually.

9           JUDGE RENDAHL: Just for clarity of the  
10 record, do you have the exhibit number that you're  
11 referring to?

12           MR. WILSON: It was Tom's exhibit. You  
13 have to help. The one that --

14           MR. FREEBERG: I think it's 355-C.

15           MR. WILSON: Yes, 355-C, I guess. It's  
16 41-C in your rebuttal.

17           JUDGE RENDAHL: Okay, thank you.

18           MR. WILSON: And it shows six trunks  
19 blocking over two percent.

20           MR. FREEBERG: And can I just be clear, if  
21 you look at those six and you come back to the  
22 tandem, you'll see that three are involved with local  
23 tandems and three are involved with access or  
24 operator tandems. That was my point about the three.

25           MR. WILSON: Okay.

01456

1                   MR. FREEBERG: In other words, back to your  
2 question of does this report, does 355-C involve  
3 access, yes, it does.

4                   MR. WILSON: Okay. Well, thank you for  
5 that clarification. So it would be three local  
6 trunks blocking only two percent?

7                   MR. FREEBERG: Right.

8                   MR. WILSON: Okay. But my problem still  
9 remains that, one, we don't know how much each of  
10 those trunks is blocking, and second, that it can be  
11 a problem for a CLEC, even if one trunk is blocking  
12 at a very high level. You can get customer  
13 complaints from your customer that people can't reach  
14 them from the Qwest network.

15                   So that's kind of the reason that we wanted  
16 to propose a new PID to look at some trunk-by-trunk  
17 blocking. And I would say, it is certainly an  
18 improvement to only have three trunks blocking over  
19 two percent. I don't want to diminish that. I do  
20 think it is an issue if even one trunk is blocking at  
21 a high rate.

22                   JUDGE RENDAHL: Okay. But is it correct  
23 that this is an issue that AT&T plans to raise at the  
24 ROC, and that Qwest will have an opportunity to  
25 respond to and discuss during the ROC process?

01457

1           MR. WILSON: Yes, it is. I think, because  
2 of some of the issues that have just come up,  
3 disagreements as to which trunks should be looked at  
4 and in what way, that that is a discussion better  
5 dealt with by the ROC process.

6           JUDGE RENDAHL: Okay. I'm not going to  
7 include it on our issues list, then, necessarily for  
8 interconnection, because I consider it to be a  
9 performance-related issue that we will be dealing  
10 with in a later workshop. Is that --

11          MS. FRIESEN: Could I -- I would like to  
12 see the backup data that supports the summary. And  
13 if they could put that into the record and we could  
14 deal with it at a later workshop, that's fine.

15          JUDGE RENDAHL: Okay.

16          MS. FRIESEN: But otherwise, I'm inclined  
17 to object to the introduction of an exhibit where we  
18 don't get to see -- I don't even know who compiled  
19 this data. And we have serious concerns about what  
20 they're defining as interconnection trunks versus  
21 non-interconnection trunks. And from what Ken has  
22 testified to, we would need to see sort of the backup  
23 data, rather than the summary, which I think was put  
24 together, as I look at this thing, by someone named  
25 L. Stolper, who is not Mr. Freeberg, but I can --



01458

1 MR. FREEBERG: I'm happy to provide backup  
2 data if that's what's requested.

3 MR. CATTANACH: We'd still like the exhibit  
4 admitted. At the follow-up workshop, if you think  
5 the backup data doesn't give you what's in the  
6 exhibit, you can certainly bring that point up. I  
7 think it's appropriate to admit the exhibit.

8 JUDGE RENDAHL: As with all performance  
9 data that's in the record, we have stated that we are  
10 not considering that at this point until we get to  
11 the performance issues in workshop four. So  
12 considering that other performance data are in there  
13 and are not going to be relied upon for making a  
14 decision in this workshop orders, I'm going to allow  
15 it in, just for that purpose of, you know, Qwest  
16 putting on their data, and you're able to handle it  
17 and address it in Workshop Four, when we get to that  
18 point.

19 And I encourage the parties to work  
20 together to -- I encourage Qwest to provide AT&T with  
21 the information that you need to understand this  
22 exhibit. And if you have a dispute over discovery,  
23 please bring it to my attention.

24 MS. FRIESEN: Okay, thank you.

25 JUDGE RENDAHL: Exhibit 433 will be

01459

1 admitted. Is there anyone else who had wanted to  
2 discuss this, add any points to this discussion?  
3 Hearing nothing, are we done with interconnection?

4 MS. FRIESEN: Yes.

5 JUDGE RENDAHL: Okay. Well, let's move on  
6 to the other issue involving Checklist Item Number  
7 One, and that would be collocation. Let's be off the  
8 record while we change witnesses and exhibits. Okay.  
9 We'll be off for a few minutes.

10 (Recess taken.)

11 JUDGE RENDAHL: Let's be on the record.  
12 Ms. Bumgarner, you are adopting certain portions of  
13 Mr. Freeberg's testimony; is that correct?

14 MS. BUMGARNER: Yes, I am.

15 JUDGE RENDAHL: And during the break, you  
16 and I went through and discussed that. And those  
17 exhibits, as I understand, are Exhibit 331, portions  
18 of Mr. Freeberg's initial testimony, and Exhibits  
19 337-C through 344, and I'm assuming that would be  
20 portions of 342 relating to collocation and 343  
21 relating to collocation; correct?

22 MS. BUMGARNER: Yes.

23 JUDGE RENDAHL: Okay. And you'll be  
24 discussing Exhibit 295, which is the revised version  
25 of the SGAT that you distributed yesterday?

01460

1 MS. BUMGARNER: Yes.  
2 JUDGE RENDAHL: Okay. Is there anything  
3 else, any other exhibits we need to mark or handle  
4 before we get going?  
5 MS. BUMGARNER: Yes, Your Honor. This is  
6 related to Checklist Item Number 11 for number  
7 portability. And Ms. Strain had asked for a copy of  
8 what I provided in Oregon, which is the FCC cites for  
9 unassigned number porting and reserved numbers.  
10 JUDGE RENDAHL: For unassigned number  
11 porting and?  
12 MS. BUMGARNER: Reserved numbers.  
13 JUDGE RENDAHL: And reserved numbers.  
14 We'll mark that as Exhibit 299. Is there any  
15 objection to admitting these?  
16 MR. HARLOW: Can I see it first, Your  
17 Honor?  
18 JUDGE RENDAHL: Sure.  
19 MS. HOPFENBECK: This is the same thing  
20 that you distributed by e-mail in Oregon; right?  
21 MS. BUMGARNER: Yes.  
22 MR. HARLOW: No objection from us.  
23 JUDGE RENDAHL: Okay. Hearing no  
24 objections -- oh, I'm sorry, Ms. Friesen.  
25 MS. FRIESEN: These simply purport to be

01461

1 quotes from the things cited; is that correct?

2 MS. BUMGARNER: Yes.

3 MS. FRIESEN: I have no objection.

4 JUDGE RENDAHL: Okay. Exhibit 299 will be  
5 admitted. Thank you for providing those cites. I  
6 think we're ready to go ahead, then. And as we have  
7 a different court reporter this morning, and I didn't  
8 mention this beforehand, she may not know all of you  
9 at the start of the day. Okay. She does. I was  
10 going to advise you to at least state your name when  
11 you're speaking so that she knows who's talking, but  
12 if that's not important, then we don't need to do  
13 that. Okay. Let's get going.

14 MS. BUMGARNER: Thank you. Margaret  
15 Bumgarner, for Qwest. Collocation is the provision  
16 of space to other carriers at Qwest's premises for  
17 the purpose of interconnection and access to  
18 unbundled network elements. Qwest offers eight forms  
19 of collocation. We have caged physical, cageless  
20 physical, shared caged physical, interconnection  
21 distribution frame, common area splitter collocation,  
22 virtual collocation, adjacent collocation and remote  
23 collocation.

24 To meet the FCC's recent order in CC Docket  
25 98-147, Qwest has proposed a three-step ordering

01462

1 process. It includes forecasting, application and  
2 acceptance. The forecasting involves an annual  
3 forecast that's updated each quarter. The  
4 application, Qwest will provide a feasibility study  
5 and then a quote for the installation. And then,  
6 third step is acceptance, and the CLEC must provide a  
7 signed acceptance and payment of 50 percent of the  
8 quoted charges within seven days.

9       The intervals proposed are dependent on  
10 whether a forecast was received at least 60 days  
11 prior to the application, and Qwest is also offering  
12 a space reservation process for CLECs to reserve  
13 space for up to one year in a particular premise.

14       Performance measures, currently the process  
15 is measured by six performance measures. These were  
16 developed by the ROC. They're based on a 10-day  
17 feasibility study, 25 days for preparing the quote,  
18 and a 90-day interval for installation that starts  
19 when the CLEC submits a 50 percent down payment. The  
20 recent FCC order shortens the interval to an overall  
21 90-day process from the receipt of the application to  
22 the completion.

23       Three of the ROC measures calculate the  
24 average intervals for the feasibility study, the  
25 quote, and the installation phases. The other three

01463

1 measures calculate the percentage of commitments met  
2 for feasibility, quote and installation. These six  
3 measures are further disaggregated to calculate two  
4 categories. You have physical caged, shared and  
5 virtual in one category, and then a separate category  
6 for cageless physical, and then each of these  
7 categories are separated by new and augments.

8         So the six measures are broken into four  
9 categories. We have 24 separate measures for  
10 collocation. The results for Washington since the  
11 first of the year show that Qwest has met nearly all  
12 of the intervals and commitments met.

13         To put this into perspective, in  
14 Washington, at the end of 1999, we had 237  
15 collocation spaces. In January through July of 2000,  
16 we had provided 386 collocation spaces. Regionally,  
17 at the end of 1999, there's 1,391, and the seven  
18 months, January through July of 2000, we provided  
19 2,253 region-wide. So in the seven months of 2000,  
20 Qwest has nearly doubled the collocations provided in  
21 all of 1999.

22         The intervenor comments received were  
23 primarily about specific SGAT sections, and we can  
24 address each of those in order.

25         I'd also like to note that the Washington

01464

1 Commission has adopted an order about collocation.  
2 This was adopted October 25th. It's not in effect  
3 yet. The docket number is UT-990582. I'd also like  
4 to make note that yesterday the FCC issued a  
5 memorandum, opinion and order in CC Docket 98-148, so  
6 it was released November 7th, 2000. The number on  
7 that is DA 00-2528. This FCC order addresses  
8 requests that the FCC received to clarify or waive  
9 certain aspects of its collocation reconsideration  
10 order.

11           As part of that order, it grants Qwest  
12 conditional waivers. It does give us more time to  
13 file our SGAT provisions. It gives us until November  
14 22nd. We will be doing that. The SGAT that we file  
15 in Washington will reflect the new Washington rules  
16 and also address some of the things that are in the  
17 FCC's order. It also speaks to intervals that are in  
18 effect as defaults until either the FCC or the states  
19 act. It also provides for forecasts as a  
20 pre-condition to the FCC's intervals.

21           And I know that folks have probably not had  
22 a chance to look at that order or take note of the  
23 Washington order, but in going through the SGAT  
24 provisions that we filed here, some of those things  
25 we'll probably have to hold on and address later,

01465

1 after we've had a chance to look at these orders.

2 JUDGE RENDAHL: Ms. Bumgarner, concerning  
3 Docket UT-990582, is that a rule-making docket or is  
4 that a case?

5 MS. BUMGARNER: It was a -- what I have is  
6 that it was a rule-making docket.

7 JUDGE RENDAHL: That's the Commission's  
8 collocation rule-making?

9 MS. BUMGARNER: Yes.

10 JUDGE RENDAHL: And so that was the final  
11 order of the Commission recommending adoption of the  
12 rules?

13 MS. BUMGARNER: Yes, it was an open meeting  
14 that was held October 25th.

15 JUDGE RENDAHL: And the rules won't be in  
16 effect until when?

17 MS. BUMGARNER: As I understand it, it will  
18 be published --

19 MS. ANDERL: Your Honor, Lisa Anderl. As I  
20 understand it, they'll be effective 30 days after  
21 they're published in the State Register, and I'm not  
22 aware whether that's happened yet or not.

23 JUDGE RENDAHL: Okay. Thank you for  
24 clarification.

25 MS. BUMGARNER: That concludes my opening



01466

1 statement.

2 JUDGE RENDAHL: Mr. Wilson, are you next in  
3 line?

4 MR. WILSON: I guess.

5 JUDGE RENDAHL: Okay. Let's go ahead.

6 MR. WILSON: Thank you, Your Honor.

7 Collocation is very important to CLECs. The FCC  
8 continues to help us with rulings on collocation.  
9 The rule that I think is the most far-ranging and  
10 important is the one that has set out the 90-day  
11 interval as being what is required of all ILECs,  
12 including Qwest. And the CLECs feel that that 90-day  
13 interval is extremely important to efficient entry  
14 into the local market.

15 I would like to note that when we go  
16 through the SGAT provisions, there will be a lot of  
17 discussion on intervals. Qwest, rather than  
18 embracing the 90-day interval, has filed various  
19 exception requests at the FCC, some of which we just  
20 heard are being granted, others which probably won't  
21 be. We will see in the SGAT that there are many  
22 places where Qwest has inserted exception language to  
23 the 90-day interval.

24 I believe it's certainly AT&T's position  
25 that the FCC is basically telling the ILECs that over

01467

1 four years that have gone by, it's time to stop  
2 delaying and to get the collocations provisioned in a  
3 timely manner. And to do that, Qwest needs to get  
4 ahead of the game to look at where they need to add  
5 additional power, additional facilities, et cetera,  
6 so that collocations can proceed in a timely manner.

7 Ms. Bumgarner also made a statement that  
8 the measurements for collocation intervals are  
9 looking good for Qwest. I would like to point out  
10 that the evaluation has shown that basically none of  
11 the metrics are being reported properly. We have a  
12 number of exception reports. For instance, Exception  
13 1009 for CP-1 and CP-2, which are the basic intervals  
14 for, I believe, cageless collocation, the final  
15 statement on the exception reads, the CP-1 and CP-2  
16 results for June are suspect because the data used to  
17 derive these performance measures cannot be verified,  
18 and in some cases, may be incorrect. Liberty has  
19 concluded that it is impossible to verify that  
20 performance measures CP-1 and CP-2 are being  
21 accurately determined.

22 I'll just read one, a little bit of one  
23 additional one, Exception 1007. The CP-4 feasibility  
24 study commitments met results for June are inaccurate  
25 because they include items that should have been

01468

1 considered as missed commitments. The overall impact  
2 on the region-wide CP-4 measure for new cageless  
3 requests would be a change from a hundred percent to  
4 81.54 percent.

5           In addition, Qwest has apparently not  
6 consistently applied the exclusion of requests from  
7 CLECs with 21-day combined feasibility study quote  
8 intervals from the statistics as stated in Qwest's  
9 business rules.

10           So we are -- we hope that the evaluation  
11 will continue. I believe at the moment, the last I  
12 heard for collocation that the third party said that  
13 the study would have to be completely redone, and  
14 there's some discussions about how to actually  
15 accomplish that right now.

16           The last item that I wanted to discuss in  
17 my opening remarks is the fact that, on Monday of  
18 this week, AT&T filed a complaint in the state of  
19 Washington on continuing problems that AT&T is having  
20 in accessing multiple dwelling units in the state of  
21 Washington. This issue involves both subloop, which  
22 will be discussed in an upcoming workshop, and issues  
23 of collocation.

24           The problem is that we are being denied  
25 access to boxes, connecting boxes in MDU units.

01469

1 Where these boxes were accessible to third parties  
2 some months ago, they are now being locked so that  
3 access is being denied. We have also had situations  
4 where existing wiring that AT&T had put in is being  
5 cut and our customers disconnected.

6           And the solutions that Qwest is proposing  
7 to our access to these boxes involve collocation type  
8 arrangements, where new boxes have to be built at  
9 tremendous expense, where both companies would have  
10 to do truck rolls to provision a single line to an  
11 end user in the MDU, and other problems that are  
12 being thrown in our way to get access or to collocate  
13 in these situations. So I think this is an issue  
14 that will be brought out in the complaint, but I  
15 wanted to raise them as a serious concern we have.  
16 The --

17           JUDGE RENDAHL: Before you go on, is that  
18 complaint filed here with the Commission or in state  
19 court?

20           MS. FRIESEN: It was filed here with the  
21 Commission yesterday, and I have a single copy of it.  
22 I could make additional copies available to anyone  
23 who wants them.

24           JUDGE RENDAHL: At this point, I don't  
25 think it's necessary. I just wanted to clarify where

01470

1 it was filed. And you also mentioned, Mr. Wilson,  
2 either truck rolls or trunk rolls, and I couldn't  
3 understand which it was.

4 MR. WILSON: Truck rolls, where both  
5 companies would have to send a truck with a person, a  
6 repair -- or an installer to the location to open the  
7 box and install the correct wires.

8 JUDGE RENDAHL: Thank you.

9 MR. WILSON: This issue of access to MDUs  
10 and other points in the Qwest network is partially  
11 touched on in remote collocation, that section of the  
12 SGAT. We have not yet reached that section of the  
13 SGAT in any state discussion, even though in Colorado  
14 we have spent, at last count, five or six days on  
15 collocation. It might be prudent to consider a  
16 discussion here on remote collocation even if we have  
17 to take that section out of order at some point,  
18 because we would like some opportunity to learn more  
19 about Qwest's proposal for remote collocation so that  
20 we can evaluate how it applies to this situation that  
21 we are seeing in Washington.

22 And other than that, I think that concludes  
23 my remarks. There are a tremendous number of issues  
24 in collocation. We are slowly but surely resolving  
25 them as we go through them in each state. But as I

01471

1 mentioned a moment ago, we have not yet been able to  
2 make it through this section in any state, with the  
3 possible exception of Arizona, but there were so many  
4 takebacks, it's a good question as to whether we  
5 really made it through or not.

6 JUDGE RENDAHL: Okay. On my agenda, I have  
7 WorldCom comments next. Ms. Hopfenbeck, do you have  
8 a witness on collocation?

9 MS. HOPFENBECK: I do not have anyone  
10 present here today. We don't have any comments at  
11 this point.

12 JUDGE RENDAHL: Okay. Does XO Washington  
13 have comments on collocation?

14 MS. ANDERSON: Not at this point.

15 JUDGE RENDAHL: Okay. And how about ELI?  
16 Is there anyone here?

17 MR. KOPTA: No, Nigel Bates is no longer  
18 with ELI, and they don't have someone that can adopt  
19 that testimony, which largely just raised a couple of  
20 additional concerns that built on Ms. Anderson's  
21 testimony. So at this point, we simply won't offer  
22 that testimony, just to make things easier.

23 JUDGE RENDAHL: Okay. Thank you.

24 MR. KOPTA: I would note, however, on  
25 behalf of the folks that I represent, that I

01472

1 appreciate Ms. Bumgarner highlighting the  
2 Commission's rule, and I think that a comparison of  
3 the rule with the SGAT demonstrates that there is a  
4 substantial disconnect between those two, and given  
5 that Qwest plans to modify the SGAT to incorporate  
6 the requirements that Washington has adopted, as well  
7 as the recent FCC order, and in light of Mr. Wilson's  
8 comments in terms of not getting to remote  
9 collocation, it may be that we would be better served  
10 to skip over those provisions to allow Qwest to make  
11 the revisions, and that might facilitate the ability  
12 to reach farther into the collocation section than  
13 has been done in other states.

14 JUDGE RENDAHL: Okay. And Mr. Harlow, you  
15 have a witness here today?

16 MR. HARLOW: Yes, Mr. Zulevic has an  
17 opening statement.

18 JUDGE RENDAHL: Before we go ahead, I'd  
19 like to just make sure we get all the exhibits taken  
20 care of. Let's be off the record for a moment.

21 (Discussion off the record.)

22 JUDGE RENDAHL: While we were off the  
23 record, Mr. Harlow identified some changes to Exhibit  
24 395. On page 13, on lines three, 10, and 18, there's  
25 a transposition in the SGAT number, and it should

01473

1 read 8.1.4.2 in all three lines. Mr. Zulevic, would  
2 you stand and raise your right hand, please.

3 Whereupon,

4                                 MIKE ZULEVIC,  
5 having been first duly sworn, was called as a witness  
6 herein and testified as follows:

7                 JUDGE RENDAHL: Okay. Are there any  
8 objections to admission of Mr. Zulevic's testimony?

9                 MS. FRIESEN: No.

10                JUDGE RENDAHL: Okay. It will be admitted.  
11 Mr. Zulevic, please go ahead with your statement.

12                MR. ZULEVIC: Thank you very much. I'll  
13 try to make this rather brief, so that we can really  
14 get into the meat of it just as soon as possible.

15                First I'd like to say that since my  
16 participation in the Colorado workshop on  
17 collocation, there have been quite a number of issues  
18 that have been resolved, a lot of the issues that  
19 were filed in my Exhibit 395, and I definitely  
20 appreciate that movement.

21                Unfortunately, there still are some very  
22 significant issues that we still have before us that  
23 we're going to have to continue to work through until  
24 we do get adequate resolution, and a number of these  
25 have already been discussed briefly by Mr. Wilson, on



01474

1 behalf of AT&T.

2           The issue around intervals is very critical  
3 to us if we're going to be able to do an adequate job  
4 of providing service to the customers in the state of  
5 Washington. The next issue that I feel very strongly  
6 about has to do with nondiscriminatory access to our  
7 collocation arrangements, and this is an issue that  
8 was brought up briefly, I believe in Colorado, as  
9 well, but it has to do with the actual way that  
10 access is provided by Qwest and the need to have  
11 immediate response when the electronic system  
12 providing access does not allow our technicians  
13 access to our equipment.

14           The third issue I'd like to speak briefly  
15 to in my opening statement has to do also with an  
16 issue brought up by Mr. Wilson, and that is remote  
17 access. This is something, again, that we have not  
18 had an opportunity to really dig into deeply in any  
19 other workshops because of the length of time  
20 required to get through issues that are ahead of it  
21 in the SGAT, but remote terminal access is going to  
22 become more and more critical as time moves forward.

23           As in many cases, the actual intelligence  
24 that is currently incorporated primarily in the  
25 switch is moving out into the remote terminals. And

01475

1 unless we find adequate ways to gain access to those  
2 points within the network, we're going to see  
3 ourselves behind another bottleneck in our ability to  
4 serve customers in the more distant parts of the  
5 network.

6           There is some language that I see Qwest has  
7 included in their SGAT dealing with remote  
8 collocation, Section 8.2.7. I have reviewed it and,  
9 in some cases, I think that this language will  
10 suffice in allowing us to get into certain types of  
11 competitive markets, primarily those having to do  
12 with businesses, multiple dwelling, multiple tenant  
13 unit type arrangements where we have a larger number  
14 of potential customers and we also maybe have the  
15 opportunity to going under contract for enough  
16 customers to warrant the cost of providing that  
17 equipment and installing it in a remote terminal.

18           However, in many cases, the vast majority  
19 of cases, these remote terminals do not give us  
20 access to enough residential customers to ever be  
21 able to justify putting in that type of equipment  
22 investment in all the remote terminals in the state  
23 of Washington to be able to adequately compete for  
24 those residential customers' data type services.

25           So again, in reviewing the language, I see

01476

1 that there are some options that are being made  
2 available. However, one that I see is absent is the  
3 ability to, in effect, collocate on a card-at-a-time  
4 basis in the next generation digital loop carrier  
5 equipment that Qwest is currently deploying in  
6 certain areas of their region.

7 So unless we have that ability to basically  
8 unbundle and be able to, in effect, collocate on a  
9 card-at-a-time basis, I really don't see that true  
10 competition will become a reality for the residential  
11 customers served by that type of technology in the  
12 state of Washington.

13 And that concludes my opening statement.  
14 Thank you.

15 JUDGE RENDAHL: Thank you. Okay. Is there  
16 some way to get Mr. Hsiao to the table here?

17 MS. HOLIFIELD: Sure.

18 JUDGE RENDAHL: Let's be off the record for  
19 a moment.

20 (Discussion off the record.)

21 JUDGE RENDAHL: Let's be back on the  
22 record. We have Mr. Douglas Hsiao, and I'll have you  
23 spell your name for the record.

24 MR. HSIAO: It's spelled H-s-i-a-o.

25 JUDGE RENDAHL: Thank you. And you're

01477

1 representing --

2 MR. HSIAO: Rhythms Links, Inc.

3 JUDGE RENDAHL: Thank you. Mr. Hsiao,  
4 would you please stand and raise your right hand.  
5 Whereupon,

6 DOUGLAS HSIAO,  
7 having been first duly sworn, was called as a witness  
8 herein and testified as follows:

9 JUDGE RENDAHL: Thank you. I'll note for  
10 the record that Mr. Hsiao had believed testimony had  
11 been filed here in Washington on behalf of Rhythms  
12 Links. It appears it hasn't yet been, and I have  
13 said that Qwest will be granted an opportunity to  
14 file rebuttal testimony if it chooses, if it feels  
15 it's appropriate to do so, and I appreciate Ms.  
16 Friesen's suggestion to do that. Mr. Hsiao, why  
17 don't you go ahead with your comments.

18 MR. HSIAO: I just had a brief opening  
19 statement, which would basically echo what Mr.  
20 Wilson, of AT&T, and Mr. Zulevic, of Covad, said.

21 There are two very important commitments  
22 that Qwest makes, both in its SGAT and its other  
23 filings, that are imperative to competition in  
24 Washington, and those are the intervals and  
25 collocations at the remote collocations.

01478

1           Our interest in this is that Qwest makes up  
2 unconditional commitments to provide collocation at  
3 remote terminals and to a 90-day interval for  
4 collocations. Our problem is that the SGAT, as it is  
5 written now, has so many conditions on it, for  
6 example, for forecasting or other things, that these  
7 commitments are, in reality, sort of illusory to  
8 competitors.

9           So I'd like to see in this workshop that we  
10 be able to get to those sections and discuss what  
11 sort of conditions are being placed on these and the  
12 actual commitments that Qwest is making.

13           JUDGE RENDAHL: Thank you. Is that --

14           MR. HSIAO: Yes.

15           JUDGE RENDAHL: Does that conclude your  
16 comments?

17           MR. HSIAO: Yes, it does.

18           JUDGE RENDAHL: Okay. Are there any  
19 follow-up comments by Qwest before we go into the  
20 discussion phase?

21           MS. BUMGARNER: No, Your Honor.

22           JUDGE RENDAHL: Okay. I would like to go  
23 off the record again. Let's be off the record for a  
24 moment.

25           (Discussion off the record.)

01479

1 (Recess taken.)

2 JUDGE RENDAHL: Let's be back on the  
3 record. We had some offline discussions, and we're  
4 going to try to maximize the time, the use here on  
5 collocation, and my understanding is we'll be  
6 starting with Section 4 of Exhibit 295, Definitions,  
7 address a few items there, then move to Section  
8 Eight, Section 8.1, and then move to sections  
9 relating to remote terminals and then CLEC  
10 cross-connect, and then go back in order on Section  
11 Eight. Okay. Let's get going.

12 MS. BUMGARNER: Thank you. Margaret  
13 Bumgarner, with Qwest. Starting with Section Four,  
14 which is the Definitions section, and basically,  
15 there were, I believe, four provisions in this  
16 section dealing with collocation items. The first is  
17 Section 4.12. We've actually reached agreement on  
18 that language, with the exception -- the last two  
19 words of that section dealing with remote collocation  
20 have been held open until we conclude discussions  
21 around the later provisions in the SGAT.

22 JUDGE RENDAHL: Any comments?

23 MR. WILSON: I'm not sure we need to hold  
24 this open for the definition.

25 MS. BUMGARNER: Can I close it?

01480

1 MR. WILSON: I think so.  
2 JUDGE RENDAHL: So there's agreement on  
3 4.12? Okay. Before you move on, I'll note that  
4 Section 4.13 says Oregon. Do we need to change that  
5 to Washington?  
6 MS. BUMGARNER: Probably should be.  
7 MS. HOPFENBECK: That change was noted  
8 yesterday.  
9 JUDGE RENDAHL: Oh, was it? Okay. Sorry.  
10 MS. BUMGARNER: The other provisions have  
11 been approved, and I have one handout related to this  
12 section.  
13 JUDGE RENDAHL: This will be Exhibit 300.  
14 It's Revised Section 4.50(a).  
15 MS. BUMGARNER: Actually, it's not revised.  
16 This is a new section to add.  
17 JUDGE RENDAHL: Okay.  
18 MS. BUMGARNER: And what number?  
19 JUDGE RENDAHL: It will be Exhibit 300.  
20 And I will refer to it as New Section 4.50(a).  
21 MS. BUMGARNER: This section, we had agreed  
22 to add --  
23 JUDGE RENDAHL: We are on the record, so  
24 let's keep going here.  
25 MS. BUMGARNER: This section, we had agreed

01481

1 to add this in the Oregon workshop.

2 JUDGE RENDAHL: Is there any objection to  
3 this section?

4 MS. FRIESEN: No objection.

5 MR. ZULEVIC: This is Mike Zulevic, Covad.  
6 Does this -- I guess I'm wondering if this definition  
7 identifies remote premises separately from other uses  
8 of the term premise within the SGAT.

9 MS. BUMGARNER: I'm not sure I followed  
10 you, Mike.

11 MR. ZULEVIC: When you're referring to  
12 remote premise collocation -- well, let me get right  
13 to the root of where we're going in a little while.  
14 As I understand it right now, only physical  
15 collocation is allowed in a remote premise or in  
16 remote collocation arrangements. And what I want to  
17 be sure of is that, by having a separate definition  
18 for remote premise, that -- from the use of premise  
19 in other places in the SGAT, that we're not losing  
20 the ability to discuss whether or not virtual,  
21 cageless collocation, other types, shared  
22 collocation, for instance, would not be applicable.

23 MS. BUMGARNER: No, that's not the intent.  
24 It's to separate those remote collocations from the  
25 ones that are on contiguous property with a wire



01482

1 center, those that are providing access to the  
2 distribution facilities, it's really our intent. And  
3 I'll try to address then the terms and conditions and  
4 ordering procedures for remote locations separate  
5 from those that are more applicable to like a wire  
6 center type building.

7 So it's -- all the terms and conditions and  
8 types of collocation that you want to discuss for  
9 those that are remote, CEVs or pedestals or MDUs,  
10 those would be under the remote.

11 JUDGE RENDAHL: Okay. We need to take a  
12 break. Let's go off the record for a moment.

13 (Discussion off the record.)

14 JUDGE RENDAHL: Let's be back on the  
15 record. And remember that, because we don't have  
16 microphones and because it's a small room, when you  
17 are talking to one another, it is difficult to hear  
18 what the witness is saying, so just keep that in mind  
19 when you're having, you know, other discussions. I'm  
20 sorry, Ms. Young.

21 MS. YOUNG: Yeah, this is Barb Young, with  
22 Sprint. I echo the concern here. For example, in  
23 8.1, where it's talking description, and it refers  
24 generically to premise, would remote premise be  
25 within that context of premise? And if so, then it

01483

1 might be better to actually make remote premise a  
2 subsection of premise, rather than its own separate  
3 definition, or else I think what would have to happen  
4 is we would have to go through and everywhere it says  
5 premise, it also includes remote, make that addition,  
6 unless I'm out to lunch, but --

7 MS. BUMGARNER: I think it's addressed in  
8 the first part of Section Eight, and in one part --  
9 well, actually, it says 8.2.7.1, we use the phrase  
10 remote premise, and it was suggested in Oregon that  
11 we add this into the definitions section, that would  
12 refer back, but premise includes all of the premises  
13 for where we have the network facilities and  
14 providing access.

15 I think, under the first section of Section  
16 Eight, 8.1, you will then see the definitions for the  
17 different types under premise.

18 MS. YOUNG: Right.

19 MS. BUMGARNER: So if it doesn't answer  
20 your questions when we get there, that's probably a  
21 better place to try to address it.

22 MR. HARLOW: Well, that's kind of where  
23 we're going, too, is we really view remote collo as  
24 essentially being the same as CO collo, and it's  
25 probably best to start from that premise and then

01484

1 carve out exceptions and recognize the technical  
2 feasibility limitations of a pedestal compared to a  
3 CO, for example. We just think that might be a lot  
4 more feasible way to do it, though, is to carve out  
5 the exceptions, rather than trying to build back up  
6 to the same places you are with the CO.

7 MR. CATTANACH: If I could just make a  
8 point of observation, respond to that. When the  
9 issue of remote collo became obvious we had to deal  
10 with it, we looked at how do you accommodate the fact  
11 that they're two very different sort of things. Do  
12 you carve them out, do you define them separately.  
13 And we actually looked at maybe doing it that way,  
14 and at the end of the day, we decided, perhaps  
15 rightly or wrongly, that it was easier to try to  
16 treat it as a stand alone, rather than have it  
17 included in everything else and then carve all the  
18 exceptions to it.

19 And we can certainly -- that's, I guess,  
20 one of the issues of proceeding sequentially here.  
21 You can see that, as we look at, say, a central  
22 office collocation, it has different bundles of  
23 things associated with it and then adjacent is  
24 slightly different and then remote is slightly  
25 different yet.

01485

1           So rather than try to treat them all the  
2 same and then carve out exceptions, we try to define  
3 them somewhat independently. Now, again, that's not  
4 to say it's not open for discussion, but they're not  
5 -- all this is intertwined, so I mean, we could  
6 certainly do a -- let me just get to the point.

7           We could do a massive takeback and try to  
8 restructure how all this is written, but that is a --  
9 I mean, I can promise you that's a very substantial  
10 undertaking. We're not closing the door on that, but  
11 I'll just represent to you that, when you go through  
12 this, there are a lot of connections back and forth,  
13 and we just have to be mindful of that. So we may  
14 decide, when we're all done, that that's the best way  
15 to do it. I don't want to pre-judge that issue, but  
16 I will tell you that it's not as simple as just  
17 saying, well, remote means everything as a regular  
18 premises except for these things. It's not quite  
19 that simple.

20           MR. HARLOW: Some of the differing thoughts  
21 about approaches may reflect different views about  
22 the substance, as well. There may be elements that  
23 we think should track from CO collo to remote collo  
24 that you disagree, so I don't know if we ought to  
25 take a takeback. I think probably we ought to just

01486

1 kind of reserve this issue, work through the  
2 substance first, and then we may be in a better  
3 position to agree as to structure of the agreement.

4 JUDGE RENDAHL: Ms. Hopfenbeck.

5 MS. HOPFENBECK: I actually have a problem  
6 with the way this definition is structured, because I  
7 think, logically, the problems that Mr. Zulevic, Mr.  
8 Harlow, and Ms. Young have identified can better be  
9 understood if you actually define remote premises,  
10 rather than referring to the later provision. I  
11 mean, I think this is a little bit -- my suggestion  
12 is we do the following.

13 Rather than refer to 8.2.7.1, which  
14 actually begins by explaining what remote collocation  
15 allows, and so that means the definition is a little  
16 bit jumbled, we start with what I think is the  
17 intent, and I'll suggest -- I'm just going to take  
18 Qwest's language and turn it into a definition, and  
19 then, once we do that, then we can better see whether  
20 the definition satisfies all the parties' interests.

21 MS. BUMGARNER: Can I just interject? This  
22 started that we have a definition of premise, and the  
23 different types of collocation that was before it --  
24 well, we started kind of at that point and then we do  
25 have the definition for remote collocation in the

01487

1 first section. It was later when we used the phrase  
2 the remote premise, and the requests in Oregon was to  
3 have a reference on that.

4 So we were not rewriting remote collocation  
5 back into the first part. I think we have a  
6 definition around premise that includes remote, and  
7 then --

8 MS. HOPFENBECK: Right. What I'm  
9 suggesting is that if you're going to define remote  
10 premises as distinct, as a subset of premises, that  
11 you should write the definition of what remote  
12 premises is, and that's what I was just going to lay  
13 out.

14 MS. BUMGARNER: This was AT&T's suggestion  
15 in Oregon, so --

16 MR. MENEZES: I will speak to that. This  
17 is Mitch Menezes, for AT&T. In 8.2.7.1, the second  
18 sentence purports to define remote premises, because  
19 at the end is a parenthetical, in quotes, remote  
20 premises. So I think the discussion was you've  
21 defined a term here that's not in the Definitions  
22 section. It wasn't about substance so much as having  
23 all the definitions in that list and being able to go  
24 to that list and, oh, here's remote premises, I know  
25 what it means. Whether you do it by cross reference,

01488

1 which is what we suggested in Oregon, or lift the  
2 definition out of here or modify it, because that's  
3 what we want to do in the workshop, makes no  
4 difference to AT&T, so --  
5 MS. HOPFENBECK: It does make a --  
6 logically, it's much easier for me to just read the  
7 contract, and I think it makes a lot more sense if,  
8 rather than cross-referencing, it's just sort of a  
9 friendly amendment to what AT&T suggested we define  
10 it. I'll just lay it out. It just makes -- it makes  
11 the contract easier.  
12 MS. BUMGARNER: You want 8.2.7.1 --  
13 MS. HOPFENBECK: You don't have to change  
14 --  
15 MS. BUMGARNER: -- in the definitions?  
16 MS. HOPFENBECK: But I wouldn't put it in  
17 like this. I was going to suggest the following:  
18 That the remote premises are -- or consist of Qwest  
19 outside plant facilities structures that are located  
20 remotely from a Qwest wire center building property.  
21 And then go, if you want to, these structures include  
22 all structures that have -- as stated in 8.2.7.1.  
23 Then 8.2.7.1 could probably be changed to  
24 say, Remote collocation allows CLECs to physically  
25 collocate in remote premises.

01489

1 MS. BUMGARNER: I want to make sure I'm  
2 following you. So in the Definitions section, you  
3 would instead put it under remote collocation?

4 MS. HOPFENBECK: No, it would define remote  
5 premises to be Qwest outside plant facilities  
6 structures --

7 MS. BUMGARNER: Right.

8 MS. HOPFENBECK: -- that are located  
9 remotely from a Qwest wire center building property,  
10 and then go on to explain, as 8.2.7.1 does, that  
11 these structures include all structures that house  
12 Qwest network facilities structures and public  
13 rights-of-way, et cetera.

14 Then 8.2.7.1 would say, Remote collocation  
15 allows CLEC to physically collocate in remote  
16 premises.

17 Now, once you do that, then it's much  
18 easier for us to think -- I think maybe it's just a  
19 theory as to whether we can only think one way.

20 MS. BUMGARNER: Why does it not follow?

21 MS. HOPFENBECK: But at any rate, it makes  
22 it much easier, then, to go back to something that is  
23 defined terms that every single time remote premises  
24 comes up, we know that's what it is, and you can  
25 compare those business notes with that definition in



01490

1 particular context and say, yea or nay, does this  
2 definition work for you or does it not work for me.

3 MR. HARLOW: I think we like WorldCom's  
4 suggestion.

5 MS. BUMGARNER: Okay.

6 MR. MENEZES: I'm fine.

7 MR. HARLOW: We're still going to have to  
8 deal with the structural issues which we'll take up  
9 later.

10 MR. MENEZES: Is that agreement to the  
11 definition or are you saying that --

12 MR. HARLOW: Agreement to the definition,  
13 yes.

14 MR. MENEZES: Okay.

15 JUDGE RENDAHL: Okay. So I heard an  
16 agreement about language for definition, and my only  
17 question is whether, and this is to Qwest, whether it  
18 would still retain the same SGAT Section, 4.50(a)?

19 MS. BUMGARNER: Yes.

20 JUDGE RENDAHL: Okay.

21 MR. WILSON: Ken Wilson. I believe we will  
22 probably need to revisit this definition once we have  
23 a discussion on remote collocation, because I think  
24 there are some questions about points of termination  
25 that may reflect back on the definition of remote

01491

1 premises. And I think it's probably better to wait  
2 till we get into the heart of that to do that. So I  
3 think we'll reserve our agreement on the actual  
4 language. I think it should be defined up in the  
5 definitions section, but we may need to add or  
6 subtract from it.

7 MS. BUMGARNER: Okay.

8 JUDGE RENDAHL: Okay. Ms. Bumgarner, do  
9 you feel comfortable with the description for now?

10 MS. BUMGARNER: Yes.

11 JUDGE RENDAHL: Okay.

12 MS. HOPFENBECK: I was just noticing and  
13 pointing out to Mr. Cattanach that if you want to  
14 make the remote premises definition consistent with  
15 the way you define premises, then the language would  
16 actually be, Remote premises refers to Qwest outside  
17 plant, and then goes forward. Then it's consistent  
18 throughout.

19 MS. BUMGARNER: I thought four was going to  
20 go faster.

21 MS. HOPFENBECK: Definitions are actually  
22 important in contracts.

23 MS. BUMGARNER: I'll start in the Section  
24 8.1. First I'd like to say that, based on the  
25 previous agreements in the workshops, we have changed

01492

1 the language that says wire center to premises  
2 throughout this document, and unless there's a  
3 specific sentence or a term and condition in a  
4 provision that, say, applies to a wire center or to a  
5 remote premise, we will specifically say that in the  
6 particular sentence. Otherwise, the provisions, it  
7 really should say premise, and are not strictly to  
8 wire center.

9           So with that, we'll start through Section  
10 8.1. I do have a handout for 8.1.

11           JUDGE RENDAHL: Okay. And as that's being  
12 handed out, I'll mark that as Exhibit 313. And this  
13 is a revision to Section 8.1.1.

14           MS. FRIESEN: While that's being passed  
15 out, could we just get some clarification from  
16 Margaret? On one of the definitions of premises, I  
17 think that's the FCC definition, that shows it as  
18 being changed in your red-line version.

19           MS. BUMGARNER: Right.

20           MS. FRIESEN: And did you state for the  
21 record that that's been agreed to or --

22           MS. BUMGARNER: Yes, I just indicated I was  
23 only going to talk about those where we haven't  
24 reached agreement before, so if I skipped something  
25 and you have a question on it, stop me and we'll go

01493

1 back, but I'll just assume that all the sections have  
2 been agreed to, and we'll stop and talk about it.

3 JUDGE RENDAHL: Okay. So Section --  
4 Revised Section 8.1.1, Exhibit 313.

5 MS. BUMGARNER: Right. And this was  
6 discussed in Oregon. The highlighted part is the  
7 only part that was changed in Oregon. As you can  
8 see, it's the word "at." Otherwise, for this  
9 particular section, we had reached agreement on the  
10 language. The only part that was held open, and this  
11 is similar to what we had in the Definitions section,  
12 was the last two words, indicated that we offer  
13 remote collocation. And I don't know if you want the  
14 same thing or --

15 MR. WILSON: Well, I have a question.

16 MS. BUMGARNER: Okay.

17 MR. WILSON: Collocation allows for the  
18 placing of equipment. In Qwest's opinion, does that  
19 mean, for instance, if -- well, I think we would all  
20 agree if a CLEC placed a DSLAM in a remote premise,  
21 that that would constitute equipment. I think where  
22 it gets a little murkier is if the CLEC simply needs  
23 to place a connecting block. Is that equipment that  
24 requires us to go through the whole collocation  
25 process or not?

01494

1           MS. BUMGARNER: So if the -- I would  
2 consider that equipment, if you're going to put a  
3 block in or a shelf in.

4           MR. WILSON: Well, say it's just a plain  
5 terminal block. There's no electronics, it's just  
6 punched-down block. Is that really equipment or is  
7 it just a mean -- a connectivity means?

8           MS. BUMGARNER: In our view, we've been  
9 including it in equipment. What would you refer to  
10 it as?

11          MR. WILSON: Well, I don't know. I'm just  
12 -- right now I'm just searching for a common  
13 understanding, because I think when we get to remote  
14 collocation, this is going to become an interesting  
15 subject. So in your opinion, a connecting block  
16 would be equipment?

17          MS. BUMGARNER: Yes.

18          MR. WILSON: Okay. And let's take it down  
19 one more level. If I just place a wire on an  
20 existing connection block that's already there, a  
21 Qwest connection block, is that collocation or is  
22 that equipment, and then we get into this collocation  
23 process? Because I'm not --

24          MS. BUMGARNER: So if you're bringing up  
25 and terminating, like, facilities on a block that's

01495

1 already there?

2 MR. WILSON: Right.

3 MS. BUMGARNER: Would it be clearer

4 equipment and facilities?

5 MR. WILSON: I beg your pardon?

6 MS. BUMGARNER: Equipment and facilities?

7 MR. WILSON: No, no, I'm not sure that -- I

8 don't believe that I want to call that collocation.

9 Otherwise, I would have to call when I connect to a  
10 NID collocation, and I don't believe that.

11 MS. BUMGARNER: See, I wouldn't necessarily  
12 call that collocation. I mean, in my mind, if you  
13 already have the block there, the connection point,  
14 what you're really doing is terminating.

15 MR. WILSON: Right.

16 MS. BUMGARNER: You're doing a  
17 cross-connect, you're terminating something there.  
18 So I really wouldn't view that -- you've already  
19 established physically where you're going to make  
20 that connection, and that's really the collocation  
21 space that's been set aside or the block that's been  
22 set aside. And when you bring the facilities in,  
23 you're really terminating at that point. I wouldn't  
24 view that as processing an order for collocation so  
25 that you could terminate.

01496

1           MR. WILSON: Okay. That was kind of where  
2 I was going. I think we may have to have more  
3 discussion around whether or not, when I place my own  
4 block, is that always collocation, but then my  
5 opinion would be that if I'm simply placing a wire on  
6 an existing Qwest block, that's not collocation.  
7 It's like connecting to a NID. It's not collocation.  
8 We have never thought of it as collocation when  
9 you're simply connecting a wire to an element.

10           MS. HOPFENBECK: What about placing a line  
11 card?

12           MR. WILSON: Well, a card, I would say a  
13 card is probably equipment, but maybe we have to look  
14 at additional places to see if it always is  
15 collocation.

16           JUDGE RENDAHL: I'll just remind everyone  
17 to speak up, because we don't have microphones.

18           MS. YOUNG: Margaret, this is Barb Young,  
19 with Sprint. We had talked about microwave.

20           MS. BUMGARNER: Yes.

21           MS. YOUNG: And adding that. Can you  
22 refresh my memory of where that was at?

23           MS. BUMGARNER: Actually, I think that's  
24 where the word "at" came from, was around the  
25 discussion on microwave.

01497

1 MS. YOUNG: And that would take care of it?

2 MS. BUMGARNER: And the microwave is -- I  
3 don't recall off the top of my head right now, but  
4 microwave is stated in a particular section.

5 MS. YOUNG: Okay, thank you.

6 JUDGE RENDAHL: So are there any objections  
7 to this particular section at this point, or are  
8 there issues that need to be raised later?

9 MR. WILSON: It may depend on our  
10 discussion on remote collocation. I think we need to  
11 maybe hold it in abeyance for that.

12 MR. ZULEVIC: Mike Zulevic, Covad. Just  
13 briefly, there was quite a bit of discussion in the  
14 Colorado workshop relative to the definition of  
15 collocation, and I think all the parties kind of  
16 struggled a bit with what is a type of collocation  
17 versus what is a place where collocation can take  
18 place, and I think that, as we move through this  
19 section, we're going to have a lot of discussion  
20 around that as to whether or not some definitions  
21 have to change, and I think it could come back  
22 possibly and impact this. I hope not, but I think  
23 having included the word premise in the definition  
24 has broadened it sufficiently to include a lot of the  
25 concerns that we had in Colorado.



01498

1 JUDGE RENDAHL: Mr. Hsiao.

2 MR. HSIAO: The one thing that I would like  
3 to raise is possibly adding some language at the end  
4 of the definition, which would suggest that, by  
5 identifying eight types of collocation, Qwest is not  
6 limiting other types of collocation that may become  
7 available because they're technically feasible or  
8 because they're ordered by the FCC later on. So I  
9 would suggest sort of adding something like, These  
10 eight types of collocation pursuant to this agreement  
11 are not -- do not limit the CLECs' ability to obtain  
12 other types of collocation that are technically  
13 feasible, or something along those lines.

14 MS. HOPFENBECK: Does it work to say the  
15 eight types of collocation available pursuant to this  
16 agreement include, but are not limited to virtual,  
17 caged, physical?

18 MR. HSIAO: Certainly more economical in  
19 terms of words.

20 JUDGE RENDAHL: You need to speak up if  
21 this is intended to be on the record.

22 MR. HEATH: I apologize. I was just  
23 saying, instead of saying, The eight types of  
24 collocation include but are not limited to creates a  
25 contradiction. It should be, Collocation includes,

01499

1 but is not limited to the eight types, wherever they  
2 get --

3 MS. HOLIFIELD: Well, we don't even need  
4 eight.

5 MS. HOPFENBECK: Includes, but are not  
6 limited to, and then just list them.

7 JUDGE RENDAHL: We need to speak one at a  
8 time so the court reporter can take everything down.  
9 This is a workshop, but we are creating a record. So  
10 I just caution everyone to just wait. So who wants  
11 to read back what we have so far?

12 MR. HEATH: Collocation includes, but is  
13 not limited to virtual caged physical, shared cage  
14 physical, cageless physical, interconnection  
15 distribution frame, adjacent collocation, common area  
16 splitter collocation, and remote collocation, period.

17 JUDGE RENDAHL: Ms. Holifield, I didn't  
18 mean to cut you off.

19 MS. HOLIFIELD: No. Well, that's what I  
20 was saying, was you don't need to say how many there  
21 are if you're going to list them. You might as well  
22 just say these are them.

23 JUDGE RENDAHL: Ms. Bumgarner, any  
24 thoughts?

25 MS. BUMGARNER: We'll take that as a

01500

1 takeback. I can't agree to that right now.

2 JUDGE RENDAHL: Okay. So for Section  
3 8.1.1, Exhibit 313, it appears on some of this AT&T  
4 and other parties essentially want to hold their --  
5 or reserve their agreement on this until later  
6 discussion, and on the suggestion made by Mr. Hsiao  
7 for not limiting to the eight types, Qwest would like  
8 to take that back. Is that a correct summary?

9 MS. BUMGARNER: Yes.

10 MR. HSIAO: Yes.

11 JUDGE RENDAHL: Okay.

12 MS. BUMGARNER: The next section that I  
13 have, Section 8.1.1.4, this is shared caged physical  
14 collocation in Oregon, and then also Washington  
15 comments, we have requests around sharing of the  
16 cageless collocation, and Qwest is providing this in  
17 accordance with the FCC's rules. The rule is  
18 51.323(k)(1), and that FCC rule provides for caged as  
19 the collocation for sharing. That's currently what  
20 our systems are built on and our billing systems.

21 We're not able to do cageless sharing at  
22 this point in time. We would consider it if CLECs  
23 would submit under a bona fide request process.  
24 That's always available for CLECs to ask for.  
25 Something beyond the standard provisions that we have

01501

1 in the SGAT.

2 MR. ZULEVIC: Mike Zulevic, with Covad.

3 Could you tell me more about your system's problems  
4 in providing shared cageless? I don't understand why  
5 that would not be available as bays or in a cageless  
6 environment. Seems like they could be shared just as  
7 a relay rack within a caged environment.

8 MS. BUMGARNER: Well, actually, I think  
9 under the shared and the programming that they've  
10 done on the system, that dividing up on a bay basis,  
11 what they find with cageless is that you're really  
12 talking about sharing a single bay, and right now,  
13 what's offered is on a single bay basis for cageless.

14 And apparently the system that we use and  
15 what's been programmed does it in increments of bays,  
16 and so they would need to reprogram that system and  
17 change the way that they process the billing. They  
18 currently don't have that capability and they would,  
19 in fact, require changes to that system.

20 MR. ZULEVIC: Would it be an acceptable  
21 alternative in a cageless environment to have the  
22 owner of the cageless environment handle all billing  
23 arrangements, but still be able to share that with  
24 another CLEC?

25 MS. BUMGARNER: So that the bill we issued

01502

1 would go to, like, a primary CLEC?

2 MR. HARLOW: Like a customer of record  
3 arrangement on the retail side.

4 MS. BUMGARNER: So that would actually be a  
5 CLEC subleasing a part of that. I can ask that  
6 question.

7 MR. HARLOW: So that's a takeback.

8 JUDGE RENDAHL: Appears to be.

9 MR. MENEZES: Mitch Menezes, with AT&T.  
10 Just a question for Covad. Would you include in your  
11 question that the second CLEC claim it is sharing  
12 space, that if that CLEC ordered a UNE or  
13 interconnection, that would also be billed to the  
14 first CLEC and then you pass that through, is that  
15 what you have in mind, or just space, or however?

16 MR. ZULEVIC: My primary -- well, my  
17 preferred position would be that the same terms and  
18 conditions that the FCC has set forth for shared  
19 caged should also apply regardless of whether it's in  
20 a caged, a cageless arrangement, or in some cases,  
21 even a virtual may be technically feasible to be  
22 shared in that same manner. And as such, I would  
23 think that the CLEC that would be sharing that space  
24 would be able to set up their own billing  
25 arrangements with the incumbent. I think we're going

01503

1 to be seeing more and more of this situation develop  
2 as time goes on, and as collocation space becomes  
3 more a premium. And so any alternative that we can  
4 come up with to better utilize that scarce commodity  
5 would benefit consumers as a whole.

6 MR. HARLOW: I'm not sure that answered  
7 your question.

8 MR. MENEZES: Yeah, that is helpful.

9 MR. HARLOW: Does it? Okay.

10 MR. WILSON: I might ask Qwest, are you  
11 modifying your billing system for collocation for the  
12 new remote collocation, where you're not talking  
13 about a bay-at-a-time situation? It's more complex,  
14 probably.

15 MS. BUMGARNER: Actually, it's a different  
16 system for the remote. And I believe they are  
17 working on the systems for that. They have been  
18 meeting with CLECs, I think on an every other week  
19 basis, and going through the remote and the  
20 requirements and what the interests are, and so from  
21 that, I think they're doing the programming on the  
22 remote.

23 MR. WILSON: Thank you.

24 JUDGE RENDAHL: Any other comments on

25 8.1.1.4?

01504

1 MS. BUMGARNER: I just -- Mitch, I just  
2 want to be sure. The question you asked was about  
3 the CLEC that's subleasing and their ability to  
4 process service orders for ordering, like, UNES --

5 MR. MENEZES: Right, I asked --

6 MS. BUMGARNER: -- from that shared space.

7 MR. MENEZES: Right, I asked my question  
8 because I wasn't clear what you would be taking back,  
9 whether -- and I just wanted to be clear what Covad's  
10 request is. And I think Mr. Zulevic clarified his  
11 preference, a more consistent kind of process across  
12 the board, as opposed to some carve-out that would  
13 place more responsibility on the first collocater to,  
14 you know, be the primary interface for everything,  
15 because as shared collocation is described here,  
16 that's not the case. I think for any kind of shared  
17 collocation, each of those sharing CLECs has a  
18 separate relationship, commercial relationship with  
19 Qwest for the ordering of UNES and interconnection.

20 MS. BUMGARNER: I just want to make sure I  
21 was asking the right question.

22 MR. MENEZES: Okay. Thank you.

23 MR. ZULEVIC: Mike Zulevic, Covad. If I  
24 could just add that that is indeed what I would like  
25 you to take back, is that we feel that we should be

01505

1 able to have that ability to share any type of  
2 collocation, whether it be virtual, cageless, caged,  
3 or even remote terminal, which is one concern that I  
4 have with trying to define separately some of the  
5 terms we've been discussing.

6           And the question that I posed about whether  
7 or not you would have the ability to separately bill  
8 was just informational, definitely. I don't want  
9 that to represent a preference in any way of Covad's  
10 way of dealing -- of preferring to deal with shared  
11 collocation.

12           MS. BUMGARNER: Can you describe to me what  
13 you envision as sharing virtual? I mean, virtual is  
14 kind of in our bays and we're tracing your equipment  
15 and we're doing the work on it. Describe to me  
16 sharing of virtual.

17           MR. ZULEVIC: Let's take, for instance, the  
18 equipment that I'm most familiar with, which is DSLAM  
19 equipment. And although we don't have any virtual  
20 arrangements at this time with Qwest, if we had, for  
21 instance, had Qwest deploy on our behalf a DSLAM with  
22 three line card shelves and we found that we wanted  
23 to enter into a business relationship with another  
24 CLEC who would like to provide a slightly different  
25 flavor, we could then sublet or share, if you will,



01506

1 one line card shelf of that deployed virtual  
2 arrangement.

3 MS. BUMGARNER: Thank you. Any other?

4 JUDGE RENDAHL: Anything else on 8.1.1.4?

5 Okay. Let's move on.

6 MS. BUMGARNER: Next section that I have is  
7 Section 8.1.1.6. This is adjacent collocation. I do  
8 have a handout for that.

9 JUDGE RENDAHL: That would be marked as  
10 Exhibit 314, and it's a revision to Section 8.1.1.6.  
11 Let's be off the record for a minute.

12 (Discussion off the record.)

13 JUDGE RENDAHL: Let's be back on the  
14 record. Talking about Exhibit 314.

15 MS. BUMGARNER: Right. This is Section  
16 8.1.1.6, for adjacent collocation. We had  
17 discussions on the first sentence, that you can see  
18 highlighted, we had agreed to add these two sentences  
19 in Oregon, and part of this was around discussions  
20 that took place at the six-state workshop. I think  
21 we had agreement on adding these two sentences. I  
22 believe, basically, we have agreement on this  
23 particular paragraph, with the exception around  
24 intervals, and I think we agreed earlier, due to the  
25 recent orders, that we will skip over discussions

01507

1 about intervals.

2 JUDGE RENDAHL: AT&T.

3 MR. MENEZES: Mitch Menezes, for AT&T.

4 With the first insertion, the highlighted text that  
5 reads, CLEC may propose the design for the adjacent  
6 structure, subject to Qwest's approval, I might  
7 propose that we add an additional phrase that reads,  
8 comma, which approval shall not be unreasonably  
9 withheld or delayed.

10 MS. FRIESEN: May we have just a minute?

11 MR. WILSON: Maybe this -- our conversation  
12 is the following. Looking at this definition again,  
13 after our closely reviewing the remote collocation  
14 proposal, there may be some overlap, and that's my  
15 concern. We may not know until we actually get to  
16 remote collocation. I think we're all seeing that  
17 remote collocation's kind of pivotal to this whole  
18 section now.

19 Specifically, my concern is that the  
20 definition of adjacent collocation discusses a  
21 collocation option when space is legitimately  
22 exhausted in a particular premises to accommodate  
23 collocation. And my reading of remote collocation  
24 would say that that overlaps with one of the forms of  
25 remote collocation. So maybe after we review remote

01508

1 collocation, we may have to think about that again.  
2 This may not be a large problem, but I wanted to  
3 point it out.

4 MS. BUMGARNER: Okay. And as to the phrase  
5 that you suggested --

6 MR. MENEZES: Yes.

7 MS. BUMGARNER: We're okay with that.

8 MR. MENEZES: Thank you.

9 MS. HOPFENBECK: Can I ask a question? Ann  
10 Hopfenbeck, with WorldCom. Mr. Wilson, what is the  
11 implication, from your perspective, of the overlap in  
12 the definition of adjacent collocation and remote  
13 collocation?

14 MR. WILSON: Well, I think that we need to  
15 keep the two separate, because they are -- I think  
16 the vision of the FCC was that they were kind of  
17 separate items, and I hate to say this, but we might  
18 want to reconsider going back to wire center for  
19 adjacent collocation.

20 MS. BUMGARNER: I hate to say this, but  
21 that's what we had.

22 MR. WILSON: Well, I'm not saying that  
23 that's where we're going, but I think that's where  
24 the problem is created.

25 MS. BUMGARNER: I think early on we had

01509

1 made the change to show wire center, and then we had  
2 a lot of discussion in a couple workshops and we  
3 conceded to go back to premise, but --

4 MR. WILSON: No, I didn't --

5 MS. BUMGARNER: What I think we sort of  
6 envisioned was you have an adjacent collocation that  
7 makes sense on contiguous property with a wire  
8 center, and then I think you'll see, under the remote  
9 collocation, we actually have three forms of remote,  
10 and one of those is an adjacent, where you're talking  
11 about placing something next to one of our pedestals  
12 or cabinets, because they did seem to be kind of  
13 different things that you're dealing with, but we can  
14 circle back to this after we talk later.

15 MR. WILSON: Yeah, and my comment was only  
16 with regard to this paragraph, adjacent collocation.  
17 We needed the change from wire center in many, many  
18 other places, but when we made this change to  
19 adjacent collocation, we did not have the language  
20 for remote collocation, So this is kind of an  
21 evolving process here. And I think we need to -- I  
22 think we need to work through remote collocation  
23 before we can make that determination.

24 MS. HOPFENBECK: I'll just observe that the  
25 definition of remote premises that we have just

01510

1 discussed does refer to wire center, as opposed to  
2 premises, I think appropriately so. That's just an  
3 example of this issue and how, in certain instances,  
4 it is going to make sense to use the term wire  
5 center, as opposed to premises.

6 JUDGE RENDAHL: You'll have to speak up,  
7 Ms. Hopfenbeck.

8 MS. HOPFENBECK: Sorry.

9 JUDGE RENDAHL: Okay. So for purposes of  
10 Section 8.1.1.6, is there agreement or is this  
11 something that we need to hold, as well, until later?

12 MR. WILSON: Hold for later, I would say.

13 MS. BUMGARNER: I think we agreed to add  
14 the phrase that was suggested, but we can hold it  
15 till after the discussion.

16 JUDGE RENDAHL: For the remainder, okay.

17 MS. BUMGARNER: Right, to see if there's  
18 additional changes.

19 MS. HOPFENBECK: Point of clarification.  
20 You've agreed to add the phrase that Mr. Menezes just  
21 suggested, which approval shall not be unreasonably  
22 withheld or delayed?

23 MS. BUMGARNER: Yes. The next one that I  
24 have is 8.1.1.8, and that is the remote collocation.  
25 And in previous workshops, we have held that

01511

1 definition open, waiting till we had further  
2 discussions on the later sections, and I assume that  
3 it's the same here.

4 JUDGE RENDAHL: Okay. Well, we'll hold  
5 that unless we need to have any discussion about it  
6 now.

7 MR. MENEZES: I think the intention is to  
8 discuss it now. We had held it in the past until we  
9 were going to get to remote collocation, but it would  
10 seem to me that we should talk about it and talk  
11 about remote collocation terms and conditions, unless  
12 the other CLECs prefer to do that.

13 JUDGE RENDAHL: It appears to be the last  
14 provision in Section 8.1, and then I understand we  
15 were going to jump to remote, so maybe this is a good  
16 place to start.

17 MS. BUMGARNER: If you have comments on  
18 this section, we could take them now.

19 MR. ZULEVIC: This is Mike Zulevic, with  
20 Covad. The only comment I would like to make  
21 concerning this definition is that it appears to  
22 limit collocation to physical collocation, rather  
23 than be more broadly defined as including virtual, as  
24 well as shared. And I'm sure we'll talk more about  
25 that as we get into the remote terminal discussions.

01512

1 MR. HARLOW: I think we're okay with  
2 everything but the second sentence.

3 MS. BUMGARNER: That the terms for remote  
4 collocation are set forth more fully in Section  
5 8.2.7?

6 MR. HARLOW: Right. In other words, we  
7 don't have a problem with the definitional aspects of  
8 this, but we have a problem with the terms and  
9 conditions.

10 MS. BUMGARNER: Okay.

11 MR. HARLOW: Oh, and we've got to take out  
12 the word physically first in the line.

13 JUDGE RENDAHL: Hello, Ms. Gavin? Can you  
14 speak up, please?

15 MS. GAVIN: This is Ellen Gavin. Can you  
16 hear me?

17 JUDGE RENDAHL: Hi, Ellen, this is Ann  
18 Rendahl, I'm the Administrative Law Judge for this  
19 workshop, and you'll need to speak directly into your  
20 mic, the mic of your phone. You're still coming in  
21 rather faint. Can you hear us?

22 MS. GAVIN: Yes, I can hear you fine.

23 JUDGE RENDAHL: That's much better. We  
24 have a court reporter taking down the workshop  
25 transcript, so you'll need to speak up when you are

01513

1 interested in speaking up. Right now we've just  
2 concluded some initial discussion of Section 8.1 of  
3 the SGAT on collocation and are about to delve into  
4 discussions on remote collocation for remote  
5 premises.

6 MS. GAVIN: Okay. Thank you.

7 JUDGE RENDAHL: And for the court reporter,  
8 can you -- it's Ellen Gavin, G-a-v-i-n?

9 MS. GAVIN: Correct.

10 JUDGE RENDAHL: And you represent --

11 MS. GAVIN: Eschelon Telecom.

12 JUDGE RENDAHL: Okay. Thank you.

13 MS. GAVIN: Thank you.

14 MR. WILSON: I believe we have a few  
15 suggestions for 8.1.1.8. For one, I think I would  
16 like to see the word equipment inserted after the  
17 word -- well, in the first sentence, which reads,  
18 Allows CLEC to physically collocate, and then insert  
19 equipment in there. And I believe there was some  
20 discussion to remove the word physical, as well, in  
21 that phrase.

22 MS. BUMGARNER: Did you have other changes?

23 MR. WILSON: Yes. In the sentence that  
24 begins, These structures include, after the word  
25 include, we would suggest, comma, but are not limited



01514

1 to, comma, and then continue, all structures that  
2 house Qwest's network facilities, et cetera.

3 JUDGE RENDAHL: Any other thoughts or  
4 comments on this section? Mr. Wilson.

5 MR. WILSON: In our further discussion of  
6 remote collocation, we may need to talk about the use  
7 of the word structure in this paragraph, but maybe we  
8 should go through the details. We're just not sure  
9 if that's the right word to be using.

10 MR. MENEZES: Mitch Menezes, for AT&T. If  
11 you can explain the choice of the word structure, as  
12 opposed to premises, I think the term premises is the  
13 one I would have in mind properly qualified to cover  
14 the remote premises that you're thinking of. And  
15 then the other question I have, just to add onto  
16 that, at the end of the first sentence, you use the  
17 term central office building property, and I'm  
18 curious as to whether that's the right term. And I  
19 guess I'd look to the technical folks to help with  
20 that, as opposed to wire center. I think the other  
21 alternative was wire center, and I don't know if  
22 we've had discussion on that before.

23 MS. BUMGARNER: I'll try to take these in  
24 order. In the first sentence, taking out the word  
25 physical collocation, currently it's our position

01515

1 that it should be physical collocation, and we're not  
2 willing to remove that. We'd like to retain the  
3 physical collocation. Adding the word equipment  
4 where it says collocate equipment, I don't have a  
5 problem adding that word in. So we'll be willing to  
6 make that change.

7 Further on into the sentence, I think you  
8 suggested changing it to outside plant facility  
9 premise, rather than using the word structure. I  
10 don't think we have a problem making that change.

11 MR. MENEZES: Okay.

12 MS. BUMGARNER: And then, which is located  
13 remote from a Qwest central office building,  
14 actually, I do think we had this discussion at the  
15 six-state. I think that's why it's not capitalized.  
16 It's actually talking about the central office  
17 building and whether you want to call it a wire  
18 center or a building or a central office building.

19 MR. WILSON: Yeah, I think leave it for  
20 now. I can't remember what the discussion was by  
21 now.

22 MS. BUMGARNER: I think it's probably kind  
23 of a toss up. And then the next -- or I guess the  
24 third sentence, these structures include, and then  
25 ask to add the phrase, but are not limited to all

01516

1 structures that house Qwest's network facilities,  
2 actually, the FCC's rules indicate that we provide  
3 collocation in the same buildings where we have  
4 network facilities, and they're not talking about  
5 buildings that are where we have administrative  
6 offices, business offices, that sort of thing.  
7 Collocation really is in those premises where we have  
8 our own network type facilities.

9 MS. FRIESEN: I think one of the problems  
10 that that creates, Margaret, is that perhaps this --  
11 if you don't put "but are not limited to" in there, I  
12 think it creates the appearance that this is an  
13 exhaustive list. While I appreciate we're not trying  
14 to collocate in places that you don't have facilities  
15 remotely, I don't know that we can list everything  
16 here that is a potential remote premises for  
17 collocation, because, as I understand it, you guys  
18 haven't done an inventory of those yet, and I'm not  
19 sure that you even know what they all are.

20 MS. BUMGARNER: Well, I guess I'm confused.  
21 You want to collocate in a building somewhere where  
22 we don't have network facilities and then expect to  
23 interconnect with us?

24 MS. FRIESEN: No, that's not what I said.

25 MS. BUMGARNER: So what kind of structures

01517

1 would you be looking for?

2 MS. FRIESEN: In previous workshops, we've  
3 asked you for a list of remote collocations. You've  
4 said that you can't supply that, you don't have an  
5 inventory of what that might be or what they might  
6 be.

7 MS. BUMGARNER: I don't think that's  
8 exactly a correct characterization of that.

9 MS. FRIESEN: Can you provide a list?

10 MS. BUMGARNER: You haven't asked for an  
11 entire listing. I believe that we've said we would  
12 provide an inventory list if you requested the areas  
13 that you wanted to know of them.

14 MS. FRIESEN: That's exactly my point. If  
15 you don't have an exhaustive list, then I don't think  
16 we should make the language in the SGAT appear to be  
17 an exhaustive list of what is potentially out there  
18 for purposes of remote collocation. All we're trying  
19 to do here is, to the extent that something -- that  
20 you have facilities, network facilities in a remote  
21 premises that isn't described here, to simply not  
22 preclude us from being able to collocate there if  
23 it's not on the list.

24 MS. BUMGARNER: Well, I'm kind of confused.  
25 It says, These structures include all structures that

01518

1 house Qwest network facilities.

2 MS. FRIESEN: The problem is the word  
3 structures, as well.

4 MS. BUMGARNER: All premises?

5 MS. FRIESEN: That might work.

6 MS. HOPFENBECK: You know, I'm just going  
7 to raise the premises thing, because the truth is is  
8 that these issues, if we're going to keep a  
9 definition of remote premises, this is all the same  
10 and you ought to be making the changes to that  
11 definition and then define remote collocation in  
12 terms of remote premises.

13 MR. MENEZES: Exactly what -- we were just  
14 discussing the same thing, Ann. If I could just  
15 throw this out. Allows -- remote collocation allows  
16 a CLEC to physically collocate equipment in or  
17 adjacent to a Qwest remote premises; is that right?

18 MS. HOPFENBECK: Mm-hmm.

19 MR. WILSON: Right.

20 MR. MENEZES: Period. The terms -- the  
21 second sentence, the terms remote collocation set  
22 forth in 8.2.7, which we have yet to discuss, and  
23 then the balance of that paragraph, it seems to me,  
24 would come out because it would be addressed by the  
25 definition of remote premises. We'd just make this a

01519

1 very brief introduction to remote premise, and we  
2 still end up talking about it all back at 8.2.7, I  
3 think.

4 MS. HOPFENBECK: And Mike's issue about the  
5 word physically --

6 MR. MENEZES: Yes, that remains.

7 MS. HOPFENBECK: -- remains in dispute.

8 JUDGE RENDAHL: Let's go off the record.

9 (Discussion off the record.)

10 MR. MENEZES: I agree.

11 MS. HOPFENBECK: The advantage of the  
12 defining remote premises is you're not going to end  
13 up with inconsistencies where you're basically  
14 describing this in two different ways, leading to  
15 chaos.

16 JUDGE RENDAHL: We are back on the record,  
17 so -- just for clarification.

18 MR. HARLOW: We have something to add to  
19 that. We're okay with it either being in the  
20 definition or in 8.1.1.8. The language is the same.  
21 And so we'd like to suggest the same change to either  
22 one or both of those, where it says owned, leased or  
23 otherwise controlled by Qwest, we can see a situation  
24 such as space that's made available by a building  
25 owner, perhaps, where it's not owned or leased or

01520

1 even technically controlled by Qwest, so we'd like to  
2 insert, after "controlled by" and before "Qwest" the  
3 phrase "or available for use by."

4 MS. BUMGARNER: I can't agree to that.

5 MR. HARLOW: Well, it may not be  
6 technically controlled, because it may be shared  
7 space.

8 MR. CATTANACH: If you could be a little  
9 more precise what you think is not in there now that  
10 could be added, that might be helpful, but that  
11 definition's so vague that I don't think we could  
12 possibly go there. Available for use? I mean, I  
13 don't know what that means.

14 MR. HARLOW: Well, it's limited to a  
15 situation where the structure houses Qwest's network  
16 facilities. And so --

17 MS. BUMGARNER: You're thinking of an  
18 arrangement where it's like a building owner's  
19 property?

20 MR. HARLOW: Right. There's an equipment  
21 room, and it may not technically be controlled by  
22 Qwest, because there may be other CLECs in there or  
23 other utilities or, you know, maybe it's the --

24 MS. BUMGARNER: I think that runs counter  
25 to property rights where the building owner --

01521

1           MR. HARLOW: Well, in essence, you probably  
2 have a license, but that doesn't necessarily mean you  
3 have control, but it's been made available for use.  
4 You have equipment, you have punch-down blocks and,  
5 you know, maybe other types of equipment there that's  
6 available for your use, and we ought to be able to  
7 collocate there.

8           MS. BUMGARNER: I need to -- I would need  
9 to talk to some folks that actually deal with the  
10 MDUs. I think there's some recent orders out on  
11 that, too.

12          MR. CATTANACH: Let me ask, sorry, one last  
13 question. If you have a specific example in mind, I  
14 think you gave us some hypotheticals, but it might be  
15 helpful, when we talk to our people, to say this is  
16 what they mean by that, maybe that would be helpful  
17 to make sure we're communicating.

18          MR. ZULEVIC: Mike Zulevic, Covad. You  
19 know, I'm not privy to the exact relationship that  
20 you have established with every business customer and  
21 so forth, but a case that comes to mind for me is  
22 with Weyerhaeuser, where at one point in time Qwest  
23 had installed an optical remote switching at  
24 Weyerhaeuser in a equipment room that they furnished.  
25 And again, I don't know for sure whether there was a



01522

1 lease agreement or what, but for a long period of  
2 time, that was not made available. The utilization  
3 of that particular piece of equipment was not made  
4 available because it was on a private customer's  
5 premise.

6           So in those types of situations, I think we  
7 just need some language in here that clarifies that  
8 if your network equipment is located in a similar  
9 type situation, even though maybe a lease agreement  
10 is not available or has not been made, that you maybe  
11 technically are at the mercy of the building owner,  
12 so far as utilization of the space, so therefore, it  
13 may not be under your control, that we'd like to make  
14 sure that we have the ability to provide service out  
15 of that location.

16           MR. CATTANACH: I think I understand the  
17 situation you're talking about. We'll have to take  
18 that back.

19           MR. ZULEVIC: Okay.

20           JUDGE RENDAHL: So Mr. Hsiao.

21           MR. HSIAO: I'd just like to return to the  
22 word physically in the definition. I think,  
23 especially since we're going to, you know, have this  
24 dispute later on in the actual terms and conditions  
25 of remote collocation, I don't see why we shouldn't

01523

1 just eliminate the word physically now, so we can  
2 close off that definition. And then, when we get to  
3 the terms and conditions for remote collocation, we  
4 can discuss whether you're going to offer other forms  
5 of collocation at remote terminals other than  
6 physical collocation.

7 MS. BUMGARNER: If it's open, I'd prefer to  
8 leave it open at this point in time.

9 MS. STRAIN: Excuse me, Margaret. What did  
10 you say?

11 MS. BUMGARNER: I'd prefer to leave it open  
12 at this time. We said we'd do some takebacks on  
13 this. We haven't reached agreement on this  
14 particular section, so I'll just leave it open.

15 JUDGE RENDAHL: Does anyone have any  
16 additional comments on Section 8.1.1.8? My  
17 understanding is that, at this point, Covad's and  
18 Rhythms' request to eliminate the word physical or  
19 physically is a takeback for Qwest at this point.

20 MS. BUMGARNER: Yes.

21 JUDGE RENDAHL: AT&T, WorldCom, and others  
22 made some changes to this section that Qwest appears  
23 to be okay with revising it as more of a definition,  
24 and I won't go more into it than that, that Qwest  
25 appears to be okay with, and then there's another

01524

1 takeback issue relating to access to private or  
2 leased spaces. Is that a correct --

3 MS. BUMGARNER: Yes.

4 JUDGE RENDAHL: And that Qwest will take  
5 that back. Okay. Let's move on.

6 MS. BUMGARNER: That's the end of that  
7 section, so now we've agreed to move to 8.2.7.

8 JUDGE RENDAHL: It appears to be on page 28  
9 of Exhibit 295; is that correct? Starts on that  
10 page?

11 MS. BUMGARNER: Oh, yes, I'm sorry. We do  
12 have a handout.

13 JUDGE RENDAHL: Off the record for a  
14 moment.

15 (Discussion off the record.)

16 JUDGE RENDAHL: We'll be back on the  
17 record. While we were off the record, Ms. Bumgarner  
18 distributed what's been marked as Exhibit 315, titled  
19 Revision to Section 8.2.7, Terms and Conditions,  
20 Remote Collocation.

21 MS. BUMGARNER: This basically is a  
22 complete replacement for the Section 8.2.7, and the  
23 subsections that, based on discussions in Oregon,  
24 there were some discussions there and agreements to  
25 change some things, and those are highlighted on this

01525

1 particular document. None of the sections have been  
2 closed. They were -- all of these were left open in  
3 Oregon, so we're still just discussing the terms and  
4 conditions around the remote collocation.

5           Start the first section, 8.2.7.1, that the  
6 only highlight there, and we had agreed to add the  
7 word pedestal. I don't think there was any  
8 disagreement about adding that particular word. As  
9 far as the language in the section itself, we can  
10 open that up for discussion here. And this -- excuse  
11 me, and this is also the one where we were  
12 referencing back to -- from the Section Four  
13 definition, and then also the section that we were  
14 just talking about, 8.1.1.8.

15           MR. MENEZES: I will just note for the  
16 record that I'm not clear what all was going to be  
17 struck from 8.1.1.8 at the end of the last  
18 discussion, but to the extent that first sentence  
19 stays in, it says central office in that provision,  
20 however, in this provision, 8.2.7.1, it says wire  
21 center.

22           So we probably did have discussion, but --  
23 so just pointing that out as part of entering into  
24 the discussion of this provision.

25           MS. YOUNG: This is Barb Young, with

01526

1 Sprint. I guess I'm confused, also. If we are  
2 defining remote premise, then, under the Definitions  
3 section, is there a reason to have this language  
4 here? Could it just say remote collocation allows a  
5 CLEC to physically collocate in a Qwest remote  
6 premise, so it's consistent?

7 MS. BUMGARNER: I think --

8 MS. YOUNG: But I got lost, I think,  
9 somewhere along the way.

10 MS. BUMGARNER: Don't feel bad.

11 MS. YOUNG: The striking and adding.

12 MS. BUMGARNER: I think, in leaving it  
13 here, it was an attempt, if you could get this  
14 section, that this then explains what remote  
15 collocation is, as you start working your way through  
16 this, rather than having to reference back and read.  
17 But they should be consistent. I don't think it  
18 necessarily causes a problem to define both places.

19 MR. MENEZES: One suggestion. With the  
20 definition of remote premises, we've already had some  
21 discussion about the words that are used, you know,  
22 including, but not limited to, and so on. We have a  
23 defined term, premises. And that is taken from the  
24 FCC's rules. And so it seems to me that perhaps the  
25 most economical way to define remote premises is in

01527

1 terms of that other defined term. So remote premises  
2 would mean those Premises, capital P, the defined  
3 term in the SGAT, that are remotely located from --  
4 and then the question is what, a wire center or a  
5 central office.

6 Now, does that make -- I'm wondering if  
7 that makes sense from your standpoint. See, we're  
8 repeating a lot of words in this provision that are  
9 already in the definition of premises, and I do think  
10 that will lead to some confusion.

11 MS. BUMGARNER: Well, what you just said  
12 confused me, so I want to make sure I'm tracking. If  
13 we say that remote collocation allows a CLEC to  
14 physically collocate in a remote premise, I think  
15 that's what we had talked about changing it to.

16 MR. MENEZES: Right, correct. And what I'm  
17 suggesting is not so much to do that here. I'm  
18 thinking back to the term and the language that was  
19 originally discussed about lifting and putting in the  
20 4. -- I believe it's 50(a), the new definition for  
21 remote premises. And the discussion -- I think it  
22 was still left open to go through this whole section,  
23 but rather than repeating a lot of these words and  
24 repeating words that are only partial phrases from  
25 the definition of premises, which is a defined term

01528

1 and which the FCC has defined, my suggestion would  
2 actually be going back to the Definitions section.

3           So I don't think we need to resolve that at  
4 this moment. I think that, as I say, that would be  
5 an economical way to define the term remote premises,  
6 because you're already making reference to the  
7 defined term premises, and you're qualifying it in  
8 some way.

9           JUDGE RENDAHL: Given the number of  
10 revisions we've made with the interlocking sections,  
11 I'm wondering if, at the lunch break, it may be  
12 beneficial for someone, and I'm not -- I'll leave it  
13 up to all of you -- to come up with a proposal one  
14 way or the other for how it might read so that it  
15 might help things move quicker after lunch to have  
16 something clearer. Does that make sense?

17           MS. FRIESEN: AT&T will volunteer to come  
18 up with a definition for remote premises that would  
19 subsume the other definitions that keep following.

20           JUDGE RENDAHL: Along with a proposal for  
21 how the sections will flow together?

22           MR. MENEZES: I think we're talking about  
23 three sections now, the definition 4.50(a), 8.1.1.8,  
24 and 8.2.7.1?

25           JUDGE RENDAHL: That's my understanding.

01529

1 Is that something -- would Qwest be amenable to AT&T  
2 taking a stab at that over lunch?

3 MS. BUMGARNER: That would be fine. Thank  
4 you.

5 MR. CATTANACH: Could I ask a quick  
6 question? I just wanted to make sure I understand  
7 where you're going, Mitch. Was it then your thought  
8 that you would actually prefer one more level to the  
9 definition of premises and then use that as your core  
10 definition or not?

11 MS. BUMGARNER: Premise is defined.

12 MR. MENEZES: Correct. Premises is already  
13 defined. So what I envisioned --

14 MS. BUMGARNER: Maybe they need to talk  
15 about it over lunch.

16 MR. MENEZES: No, 4.50(a), the definition,  
17 remote premises means Premises, capital P --

18 MR. CATTANACH: Right.

19 MR. MENEZES: -- which are remotely located  
20 from -- and I'm not sure if it's central office or  
21 wire center or what. That's what I'm thinking a  
22 definition might look like, because it refers to an  
23 already defined term, premises.

24 MR. CATTANACH: And if I might just give  
25 you a heads up on that. I mean, I don't think we



01530

1 have any problem at all. Where we have struggled a  
2 little bit on that issue is if you look at premises,  
3 it includes adjacent structures, and it might be just  
4 fine, but then you get into this adjacent remote  
5 collocation and it can be a little circular.

6           So I would only submit to you that if  
7 you're going to undertake that, you might want, at  
8 the risk of making it more complicated than anyone  
9 wants it to be, but it's got to all fit at some  
10 point. You might want to look at remote adjacent and  
11 see how all that fits, but if you can, you know,  
12 solve this Gordian knot, that's terrific.

13           MR. WILSON: At the risk of adding  
14 additional detail to this, let me interject, first, a  
15 question, and then maybe a comment. Is remote  
16 collocation, i.e., this section, the place where we  
17 should define the points of interface for subloop?

18           MS. BUMGARNER: I would say no. I think  
19 that if we want to talk about the points for  
20 interconnection on subloop, it seems like that really  
21 is better addressed under the subloop section. I  
22 think here we're talking about the space that you  
23 collocate in, and then the interconnection points for  
24 subloop I would think would be back in that subloop  
25 section. You know, where at. If we say all of the

01531

1 premises that are remotely collocated or -- excuse  
2 me, that are remote are available for collocation, I  
3 would assume that gives you access to all the various  
4 points.

5 MR. WILSON: Well, the reason I asked that,  
6 I was afraid you were going to say that

7 MS. BUMGARNER: You're going to tell me  
8 that at their workshop, they said ask me.

9 MR. WILSON: That's exactly what I was  
10 going to say. The subloop team is punting a lot of  
11 these issues back to collocation. I, in the subloop  
12 workshop, I present a diagram with a lot of points of  
13 interface to subloop elements, and they've been  
14 saying that that should be addressed in the  
15 collocation workshop. And when I come to the remote  
16 collocation section, I don't see any of that  
17 described, defined or addressed, and that's kind of  
18 my problem.

19 MS. BUMGARNER: Well, then maybe we need to  
20 have that discussion and maybe it would be clearer to  
21 me what you're trying to describe it -- and maybe it  
22 is appropriate in collocation, because we have, like  
23 you know, put the section in on the direct  
24 connections and the wire centers, so maybe it's just  
25 that I'm not totally understanding what you're

01532

1 asking, so maybe if we went through that  
2 presentation, it would help me.

3 MR. WILSON: We could do that. We might  
4 need a white board.

5 JUDGE RENDAHL: I'm wondering if maybe this  
6 is a good time to break for lunch, and we can snag a  
7 white board or a flip chart or something to use when  
8 we get back from lunch, so let's be off the record.

9 (Lunch recess taken.)

10 JUDGE RENDAHL: Let's be back on the  
11 record. During the break, AT&T worked up some  
12 revised proposed language for remote premises, and  
13 we'll mark that as Exhibit 387. And maybe we should  
14 just go through that first. Ms. Friesen, do you want  
15 to take the lead, or Mr. Menezes?

16 MS. FRIESEN: Mr. Menezes will.

17 JUDGE RENDAHL: Okay.

18 MR. MENEZES: Mitch Menezes, AT&T. This  
19 exhibit, we took the three provisions that we talked  
20 about before the break, the first one being 4.50(a),  
21 the definition of remote premises. It's been cast in  
22 terms of the already-defined term premises, and so it  
23 carves out wire centers and premises adjacent to wire  
24 centers, but otherwise, all other Qwest premises  
25 would be considered remote premises.

01533

1           And then the second sentence was taken from  
2 -- I think both 8.1.1.8 and 8.2.7.1 included that  
3 language, so we just thought we'd bring that into the  
4 definition. And that basically explains the  
5 definition. And the next provision is 8.1.1.8, and  
6 here we used the term remote premises, and because we  
7 used that defined term, we removed the entire last  
8 sentence, I think. And for those of you who want to  
9 check, the last sentence that was in 8.1.1.8 repeated  
10 much of the definition of premises, so it seemed like  
11 it was extra and wasn't needed there.

12           And then, with that sentence, the last  
13 sentence in the new 8.1.1.8, it simply refers to  
14 8.2.7, and that was already in that provision.

15           The last provision is 8.2.7.1, and made  
16 very similar changes in 8.1.1.8. And I've made a  
17 note we might consider just striking it altogether,  
18 because it duplicates 8.1.1.8. It probably is not  
19 necessary anymore.

20           JUDGE RENDAHL: Any thoughts?

21           MR. HARLOW: We like this approach. It's  
22 simpler, and it helps rebuild lawyers' good names to  
23 write a simpler agreement, rather than a more  
24 complicated one. I just would like to note that,  
25 with that, the takeback that we suggested, the

01534

1 language "or available for use by" would not need to  
2 go in 8.1.1.8 or in -- where's the other place,  
3 8.2.7.1, but would instead go in 4.46(a) -- no, no,  
4 it would go in (a), because 50(a) incorporates the  
5 definitions for premises and omits the language we  
6 were seeking to modify, and instead you now find it  
7 in 4.46(a). Is everyone with me on that?

8 JUDGE RENDAHL: So you're saying that the  
9 available for use by language would now go in  
10 4.46(a).

11 MR. HARLOW: Right. The same language is  
12 there as was in the other sections we were  
13 addressing. It starts out "or otherwise controlled  
14 by Qwest." So our takeback suggestion is to make  
15 that read "or otherwise controlled by or available  
16 for use by Qwest."

17 JUDGE RENDAHL: And 4.46(a) is the  
18 definition of premises; correct?

19 MR. HARLOW: That's correct.

20 JUDGE RENDAHL: Any other thoughts? Mr.  
21 Cattanach.

22 MR. CATTANACH: Yes, Your Honor. I think  
23 we support the notion of making this internally  
24 consistent. We do have some concerns, as noted  
25 earlier, about Covad's suggested language, but I

01535

1 think we need to think about that.

2           There's only one other issue that, in  
3 checking back, it appears we have a slight  
4 disconnect, and let me tell you what it is, and we  
5 can see how we might deal with it.

6           The premise is that for collocation, the  
7 space, if you will, whatever -- how that's defined,  
8 has to have in the first instance network facilities  
9 in it. Now, if it's adjacent, it could be, you know,  
10 a different situation. And if you look at the  
11 definition of premises, which we just did, it is not  
12 necessarily keyed to having network facilities in it.  
13 I don't think there was any intent to fundamentally  
14 change the way collocation works, but we do have, and  
15 I'm not sure if I'm making myself clear, but I think  
16 we do have a bit of a disconnect, but I'm not sure we  
17 have a disagreement on the understanding that the  
18 premises would have to have network facilities in it;  
19 i.e., administrative space wouldn't necessarily  
20 qualify -- wouldn't qualify unless you have an  
21 adjacent situation. At least that would be our  
22 understanding of it, but we can certainly discuss it  
23 further.

24           MR. MENEZES: Well, I guess that raises a  
25 much broader issue, unless I don't follow. The

01536

1 definition of collocation in the SGAT, at 4.12, is an  
2 arrangement where Qwest provides space in Qwest  
3 premises. The definition of premises has been  
4 derived from the FCC rules. I don't think we've had  
5 a disagreement from Qwest that collocation will be in  
6 premises. So are you -- I mean, are you raising a  
7 new issue now or --

8 MS. BUMGARNER: No, I don't think so. When  
9 you read the FCC's definition of premises, it says  
10 all buildings or similar structures owned, leased or  
11 otherwise controlled by Qwest that house its network  
12 facilities.

13 MR. MENEZES: Right.

14 MS. BUMGARNER: So I mean, we're just  
15 saying that what we see that you've written on remote  
16 doesn't say anything about house network facilities.

17 MR. MENEZES: Well, since -- well, the  
18 capitalized term Premises is used in that definition,  
19 so in reading the definition of remote premises, you  
20 would have to rely on the definition of premises.

21 MR. CATTANACH: Correct.

22 MR. MENEZES: And if you're satisfied that  
23 premises addresses network facilities, then we  
24 shouldn't have an issue. So perhaps --

25 MS. BUMGARNER: I don't think we do. We're

01537

1 just trying to be clear.

2 MR. MENEZES: Okay, that's fine.

3 MR. CATTANACH: Actually, I mean, if you  
4 read the definition of premises, which is where we --  
5 I mean, this whole exercise caused us to go back one  
6 step. And it's not clear to me that premises, as  
7 defined here, is focused solely on network  
8 facilities. Again, we're not attempting to change  
9 things, but if you look --

10 MS. FRIESEN: It's not really our intent to  
11 change your fundamental definition where it houses  
12 network facilities, but rather to incorporate it by  
13 reference back to --

14 MR. CATTANACH: I think we're fine on that,  
15 then. As long as we're all of the same mind, all  
16 right, as a starting block, the premises has network  
17 facilities in it.

18 MR. HARLOW: Can I just ask a clarifying  
19 question on that, because I think clearly, when we're  
20 talking about central offices, they house network  
21 facilities, but this is something I was thinking of  
22 this morning, actually. Supposing you build a SLC  
23 hut or something, and you were going to -- you were  
24 contemplating that you'd put in DSLAMs or next  
25 generation digital loop carrier, but you built a hut



01538

1 and you, for whatever reason, you didn't complete the  
2 installation of the facilities for a year.

3           Would we then, under your reading of this,  
4 would we have to wait a whole year, even though it's  
5 clearly designed for facilities, would we have to  
6 wait until facilities were actually installed?

7           MS. BUMGARNER: What would you be  
8 interconnecting to if it didn't have facilities?

9           MR. HARLOW: Well, you might have loops  
10 going in and out of there, maybe you put it over a  
11 pedestal or an FDI location or something, but --

12           MS. BUMGARNER: Well, then, in that  
13 location, it would have facilities in it.

14           MR. HARLOW: Do we consider loops to be  
15 facilities or equipment?

16           MS. BUMGARNER: Yes.

17           MR. HARLOW: Oh, okay. The only other  
18 thing I can imagine is maybe it's right adjacent to,  
19 and it would be a simple matter for us to use it,  
20 even though you didn't actually bring your loops on  
21 there yet. How fine a point are we going to put on  
22 this?

23           MR. CATTANACH: Well, if I might respond  
24 briefly. If it is an adjacent to situation, I think  
25 you go to adjacent collocation. So I mean, just

01539

1 trying to get a couple simple paradigms. If you have  
2 this classic wire center, fine. If you have adjacent  
3 to the classic wire center, but there's no network  
4 facilities, as we all might understand them to be in  
5 the adjacent space, you don't go to the adjacent  
6 space unless you qualify, so to speak, for adjacent  
7 collocation. Again, we did not mean this to be a  
8 substantive departure from the discussions; it's just  
9 a clarification to make sure that we're all on the  
10 same wavelength here. That was the purpose of my  
11 question.

12 MR. HARLOW: Thank you.

13 JUDGE RENDAHL: Ms. Hopfenbeck.

14 MS. HOPFENBECK: So as I understand what  
15 you have just said, Bob, it's true that Qwest doesn't  
16 -- actually, I direct this to you, Ms. Bumgarner.  
17 Other than the fact that a remote premise is away  
18 from the wire center, you don't think that premises  
19 really are any -- I mean, you don't think the  
20 definition of premises for purposes of where you can  
21 -- defining where you can collocate should be  
22 different for remote collocation or for collocation  
23 at the wire center; is that right?

24 MS. BUMGARNER: No. Maybe to put it in  
25 perspective, since probably most of you are from

01540

1 Denver, we don't expect any collocation in 1801  
2 California.

3 MS. HOPFENBECK: That's right across the  
4 street from us.

5 MR. WILSON: Well, actually, let's discuss  
6 situations.

7 MS. BUMGARNER: I do have facilities there.

8 MR. WILSON: You might have a fiber hub in  
9 the basement.

10 MS. BUMGARNER: Oh, okay, you can have it.  
11 But just don't come to 1600 Seventh Avenue in  
12 Seattle.

13 MR. KOPTA: Couldn't get in if you did.

14 MS. BUMGARNER: I know.

15 MR. WILSON: I think that is the salient  
16 issue, that wherever there are facilities that you  
17 would either interconnect with or have access to  
18 unbundled elements for, that would be legitimate. So  
19 if you did have an office building that had a hub or  
20 a fiber hub or some other equipment in the basement  
21 that you needed to connect to for those Qwest people  
22 that wanted to have AT&T service, that it should be  
23 considered.

24 MS. BUMGARNER: It won't be there long.

25 Yes.

01541

1 JUDGE RENDAHL: Mr. Kopta.  
2 MS. BUMGARNER: Can we --  
3 JUDGE RENDAHL: Oh, I'm sorry.  
4 MR. KOPTA: This was just a minor  
5 clarifying amendment that we proposed. Just in the  
6 definition on Exhibit 387, Section 4.50(a), the  
7 second sentence, rather than starting with such, just  
8 to repeat the word remote, because premises is used  
9 two different ways in the preceding sentence, so such  
10 is a little bit ambiguous.  
11 JUDGE RENDAHL: Ms. Bumgarner.  
12 MS. BUMGARNER: If we could, we'd like to  
13 take it away and think about the language that's been  
14 proposed. And thank you for putting this together.  
15 It's helpful to now understand how you wanted it laid  
16 out.  
17 MR. MENEZES: Okay.  
18 MS. BUMGARNER: Thank you.  
19 JUDGE RENDAHL: In terms of Covad's  
20 proposal, is that also a takeback for inserting the  
21 language in 4.46(a)?  
22 MS. BUMGARNER: Yes, we'll take that as a  
23 takeback.  
24 JUDGE RENDAHL: Well, thank you, AT&T, for  
25 doing this. Okay. I think the next issue we had

01542

1 before we left for the break was I guess Mr. Wilson  
2 was going to be doing some drawing. Is that what we  
3 were to heading to next, or is there something else  
4 we should talk about before that?

5 MR. WILSON: Well, we can certainly do  
6 that. I think it might help to draw a couple of  
7 diagrams of examples for where access to subloop  
8 and/or collocation, remote collocation would be a  
9 possible point where the CLECs need to interconnect.  
10 So I could quickly draw I think two examples.

11 JUDGE RENDAHL: Why don't we be off the  
12 record while you're doing that.

13 (Discussion off the record.)

14 JUDGE RENDAHL: Back on the record. Mr.  
15 Wilson has drawn us a picture, and let's mark it as  
16 an exhibit, and we'll have Mr. Wilson take a digital  
17 picture for us so we can distribute it. This will be  
18 Exhibit 388. So if you don't mind writing on there  
19 Exhibit 388, that will be helpful. And this is --  
20 what would you call this, Mr. Wilson, Diagram of --

21 MR. WILSON: Loop arrangements. How is  
22 that?

23 JUDGE RENDAHL: Diagram of Loop  
24 Arrangements?

25 MR. WILSON: Yeah.

01543

1           JUDGE RENDAHL: Okay. Please go ahead and  
2 describe what you've done.

3           MR. WILSON: What I wanted to do was to  
4 draw two diagrams, one for a residential -- common  
5 residential type of loop arrangement, showing some  
6 places where the CLEC may need either access to  
7 subloop and/or collocation.

8           And the bottom half of this diagram, I've  
9 drawn a slightly more complex diagram for an MDU,  
10 multiple dwelling unit, or I believe the FCC has a  
11 new term that -- it was more like multiple -- well,  
12 it was the same concept. They have a slightly  
13 different abbreviation, but same idea.

14           So let me walk through first the simpler  
15 one, which is to a standard residence, single-family  
16 house or, you know, small number of dwelling units.  
17 Not a multiple dwelling. In a wire center, I kind of  
18 shortened the length -- there may be many different  
19 kinds of feeder between the wire center and the  
20 feeder distribution interface, but we're not so  
21 concerned with that at this moment. What I'm mostly  
22 looking at is from the distribution point of view.

23           JUDGE RENDAHL: Can you first just go  
24 through and identify what each of those little nodes  
25 are or sections?

01544

1           MR. WILSON: Sure. Starting at the wire  
2 center and moving left on the diagram, I hit what  
3 I've put as DLC, or digital loop carrier, RT, for  
4 remote terminal. This element may or may not be in a  
5 particular loop, but for completeness, we needed to  
6 put it there, and it also is going to be a point  
7 where we need to talk about collocation.

8           Then I have FDI, for feeder distribution  
9 interface, which may be actually in the digital loop  
10 carrier remote terminal, or it may be a separate  
11 pedestal or box, if you will.

12           Moving on out to the left, there may then  
13 be a pedestal or pole before the distribution reaches  
14 the house, and then at the house there will be a NID,  
15 or network interface device, the NID. So that is, I  
16 think, a fair sample of points of interest and the  
17 equipment of interest on a typical loop. And as I  
18 said, these points may or may not exist on all loops,  
19 but some loops could have all of them.

20           And I think the thing of most interest here  
21 that we will have probably a fair amount of  
22 discussion on will be where in the digital loop  
23 carrier remote terminal box, where and when can the  
24 CLECs collocate equipment. The FDI, how do we get  
25 access to the FDI. There may be some interest at the

01545

1 pedestal and pole level, but probably a little less,  
2 but we probably still need to talk about that point.

3           And then the network interface device is  
4 already a defined element. We haven't discussed  
5 access to that element in Washington yet, but there  
6 are some terms in the SGAT around the NID and Qwest's  
7 view of the access to that. I think we will have  
8 some discussions when we get to the loop on access to  
9 the NID, but it's a little more well understood than  
10 the other points.

11           Maybe before I go on, are there any  
12 questions on this, what I will call common  
13 residential loop arrangement?

14           JUDGE RENDAHL: Hold on just a moment, Mr.  
15 Wilson. Is there anyone on the bridge line? They  
16 may have dropped off. Okay. Can you maybe write  
17 underneath that top part whatever you just described  
18 it as, common loop arrangement, or I can't remember  
19 what --

20           MR. WILSON: Let's say residential --  
21 common residential loop arrangement.

22           JUDGE RENDAHL: Thank you. Any comments on  
23 this first part? Okay.

24           MR. WILSON: Okay. Then I -- on the bottom  
25 half of this diagram, I've attempted to draw a sample



01546

1 of some of the boxes and points of potential  
2 interface that may occur when a loop goes to a  
3 highrise building, a multiple dwelling unit or other  
4 complex structures that typically we have to go to  
5 for service, as well.

6           And starting again at the right, I have a  
7 wire center, I have the same digital loop carrier  
8 remote terminal that may or may not be in a loop, I  
9 have the same feeder distribution interface, and then  
10 it gets a little more complicated. In some  
11 arrangements, there may be a service building on a  
12 property where the loops -- and here it would be  
13 plural, the loops would first have a point of  
14 potential interface.

15           So there may be a box either on the outside  
16 or the inside of the service building where there may  
17 be terminal blocks and other equipment that Qwest is  
18 using to fan out the telephone service to other  
19 buildings on the property. So this is sometimes  
20 common in a condominium development for residences  
21 with lots of tenants on the property. It could be,  
22 in a strip mall, the first building you hit could  
23 have a distribution point, et cetera.

24           From the service building, the telephone  
25 lines would then distribute to outlying buildings.

01547

1 In the case of, say, a highrise skyscraper, you may  
2 have the functionality that I'm showing on the  
3 service building actually in the basement of the  
4 highrise. So I've shown a box in the basement of the  
5 building on the left of the picture as being another  
6 point of termination, which could occur in a highrise  
7 by itself without the service building or it may  
8 actually occur in a campus arrangement, where you  
9 have a service building. So I'm kind of doing double  
10 duty on this diagram.

11 So from a point either inside or outside of  
12 the -- let's call it the final building, there may be  
13 equipment panels or boxes that contain telephone  
14 equipment and further distribute the loops. If it's  
15 a multi-story building, there may be riser cable that  
16 goes up to different floors in the building, and then  
17 I'm showing another box, which sometimes is called  
18 the equipment cabinet or equipment closet on a floor  
19 of a highrise where the telephone lines are then  
20 distributed out onto a floor.

21 So this kind of gives a selection of points  
22 of interface that the CLECs may need to access. Yes,  
23 Letty.

24 MS. FRIESEN: Ken, you were looking for a  
25 term that the FCC may call these terminations points.

01548

1 Was that minimum point of entry, or MPOE?

2 MR. WILSON: Well, I hesitate to put a  
3 label on these yet. They are like NIDs, they're like  
4 network interface devices, in that they are  
5 termination points for the loops, points in the loop  
6 where you can terminate. They are sometimes called  
7 NIDs, they are sometimes called MPOE, or minimum  
8 point of entry. The function is all the same. It's  
9 to terminate and fan out the loop as it's getting to  
10 the final telephone or telephone equipment. So I  
11 would think those are called different things in  
12 different places. Yes, Ann.

13 MS. HOPFENBECK: Is it ever the case that  
14 the feeder distribution interface, remote terminal  
15 DLC, either of those functions is also performed in  
16 the basement of a large highrise office building?

17 MR. WILSON: That is possible. In fact, we  
18 were speaking earlier of potentially a fiber hub in  
19 the basement of a building that could perform that  
20 function. So you could move the remote terminal FDI  
21 inside of a customer building. If it's a skyscraper,  
22 that is sometimes quite possible. And CLECs are even  
23 -- when CLECs build out fiber rings, they tend to put  
24 those in in the large customer buildings, yes.

25 MS. HOPFENBECK: Because don't the models

01549

1 that we look at in other contexts often, in highly  
2 dense downtown areas, assume that feeder runs all the  
3 way to the building?

4 MR. WILSON: They may, yes.

5 MS. HOPFENBECK: Okay.

6 MR. WILSON: Another question.

7 MS. YOUNG: Ken, on that --

8 JUDGE RENDAHL: Let's speak into the  
9 microphone, for the benefit of the court reporter.  
10 Thanks.

11 MS. YOUNG: This is Barb Young, with  
12 Sprint. On that bottom diagram, where you have the  
13 service building, are you contemplating that the  
14 service building and everything behind it is  
15 LEC-owned facilities? I guess what I'm getting at,  
16 sometimes that service building is the demarcation  
17 point, particularly in a campus situation, between  
18 LEC-owned facilities and customer-owned facilities.

19 MR. WILSON: It can be. It depends on the  
20 type of arrangement that Qwest would have with the  
21 property owner in this case. And sometimes these are  
22 called -- when the property owner owns from the  
23 service building on to the end user, I believe the  
24 term is type one facility or type two.

25 MS. FRIESEN: I believe it's option.

01550

1                   MR. WILSON: Option one or option two. And  
2 then, if Qwest owns from the service building up to  
3 even including sometimes the equipment cabinet or  
4 equipment closet on the floor, that, I understand, is  
5 option three. So these are options that exist. I  
6 think there may be a lively discussion on the  
7 control, even under option one and two, and I won't  
8 get into that right now. I think that is an  
9 interesting issue that will need some discussion.

10                   But I think, in terms of ownership, that's  
11 my understanding, that option one and two, the  
12 property owner owns the wiring and equipment -- the  
13 wiring. Sometimes the equipment in the basement may  
14 actually be owned by Qwest, even though the wiring to  
15 it may be owned by the property owner. I think  
16 there's a variety of ownership and control issues in  
17 these types of arrangements. Yes.

18                   MR. KOPTA: Another thing that's not in  
19 that particular diagram would be, for want of a  
20 better example, like the University of Washington,  
21 where you have a campus type area or could be an  
22 office park or the same sorts of locations within a  
23 broad geographic area, as opposed to one building, or  
24 are there additional points within the office park  
25 that wouldn't be reflected on that bottom diagram?

01551

1           MR. WILSON: Well, when you have a  
2 campus-type situation, there could be additional  
3 intermediate access points or other service  
4 buildings, let's say. So that's quite true. This is  
5 covering a number of situations, but there may be  
6 others where additional boxes or points of interface  
7 would be available and might be of interest. So yes,  
8 indeed.

9           JUDGE RENDAHL: Any other comments or  
10 questions about the lower diagram? Okay. Why don't  
11 you label the bottom one, as well, and then --

12           MR. WILSON: Why don't I label it Example  
13 MDU Loop Arrangement?

14           JUDGE RENDAHL: Sounds good.

15           MR. WILSON: Okay. Are there any other  
16 questions before I talk a little more philosophy?

17           JUDGE RENDAHL: I'm not hearing any. Why  
18 don't you go ahead.

19           MR. WILSON: Okay. I think, when we go  
20 through the paragraphs that Qwest has placed in the  
21 SGAT for remote collocation, they seem to apply  
22 generally to all of these particular points, or they  
23 may apply. A concern I have is that nowhere in the  
24 SGAT, either in the subloop section or in the  
25 collocation section, do we see any descriptions of

01552

1 these types of potential points of interface and/or  
2 collocation. So that's one issue that I think needs  
3 to be addressed.

4 I think there's going to be a lot of  
5 discussion and perhaps controversy over how to define  
6 these points and which ones are available for  
7 collocation, which ones are available for access to  
8 subloop. And I'm being careful in distinguishing  
9 those two items, because it's my position that the  
10 CLEC may have rights to access a point of interface,  
11 as well as a right to collocate at a point of  
12 interface, and I think we will have quite a few  
13 discussions on the difference between those two.

14 If I can try to summarize what I see as the  
15 difference, if I -- and I got to this a little bit on  
16 starting to talk about the definition of equipment.  
17 If a CLEC wants to place a piece of equipment, say a  
18 DSLAM, and I don't think we would have any argument  
19 on either side that that is a piece of equipment,  
20 that would fall under the rules of collocation, as we  
21 will define them in the SGAT. And there are certain  
22 processes and procedures that one will have to go  
23 through to do that type of collocation.

24 On the other hand, accessing subloop  
25 elements I believe need not involve collocation.

01553

1 Today, I can access a NID, and I don't need to go  
2 through a 90-day collocation and all of the  
3 assessment of collocation, et cetera, et cetera. I  
4 access the NID.

5 I believe that the CLEC should have similar  
6 access to existing interconnection points, especially  
7 in the service building and MDU type environment,  
8 where the CLEC merely needs to make connections to  
9 existing terminal blocks.

10 So these would be terminations analogous to  
11 terminations on a NID, also analogous to splices in a  
12 manhole where collocation is not necessarily  
13 required. When a CLEC takes its fiber into a wire  
14 center, it used to be that you had to make a splice  
15 in front of the building, and that splice was not  
16 called a collocation. It was a splice point at a  
17 POI, a point of interface, a POI.

18 And it's my feeling that if the CLEC merely  
19 needs to make a connection in one of these points,  
20 either the service building or the basement or up in  
21 the wire closet, that if no equipment needs to be  
22 installed, like a card or a piece of electronics,  
23 that that should be allowed not as collocation, but  
24 as a point of interface.

25 And then we get to the definition of



01554

1 equipment. And I think, from AT&T's point of view,  
2 we would like to define equipment as containing  
3 electronics needing power, et cetera, rather than a  
4 mere termination block or splice point, which does  
5 not require power or other environmental protection  
6 that electronics commonly need.

7           So I think these are some of the issues  
8 that we need to address in -- either/or in  
9 collocation or the subloop workshop. I think  
10 definitely the issues of collocation need to be  
11 addressed here, and I believe that the CLECs have  
12 been granted the ability to collocate where  
13 technically feasible and space permits in these  
14 various places.

15           I don't know whether the access to these  
16 points that does not require collocation belongs in  
17 this workshop or the subloop workshop. It might seem  
18 to belong in subloop, but I am open to either place,  
19 actually. So I think those are my initial thoughts  
20 on this subject.

21           JUDGE RENDAHL: Any thoughts or response  
22 from Qwest or any other party at this point?

23           MS. BUMGARNER: I'd just like -- thank you,  
24 Ken. At least I understand better now what you're  
25 describing. Could you tell me, on your definition on

01555

1 equipment, you said it is needing power or  
2 electronics?

3 MR. WILSON: Yes, my definition of  
4 equipment would be a device or -- a device needing --  
5 requiring power, environmental conditioning, et  
6 cetera. Containing electronics and needing and/or  
7 needing power, et cetera. So a circuit board that  
8 would go or cards that would go in a piece of  
9 equipment would be equipment, the DSLAM ---

10 MS. BUMGARNER: What about just a plain old  
11 block to cross-connect to?

12 MR. WILSON: I'm not calling that a piece  
13 of equipment. I'm calling that just a termination,  
14 like a fiber splice. So I would not call that a  
15 piece of equipment.

16 MS. ANDERL: Mr. Wilson, Lisa Anderl. I  
17 was just wondering if your definition of equipment is  
18 based on anything other than your experience in the  
19 industry. In other words, are you taking it from an  
20 order or a rule or a description anyplace that we  
21 could look at or is it just something that you're  
22 proposing?

23 MR. WILSON: I haven't seen it defined in  
24 this context by the FCC or anyone else. This is a  
25 proposal I'm making. The FCC talks about collocation

01556

1 of equipment. I think it begs the question of what  
2 that means.

3 MS. BUMGARNER: When you have to put a  
4 block -- I mean, a block doesn't exist and you need  
5 to have some kind of a block to cross-connect to, who  
6 provides the space for that, or how does that  
7 arrangement get put in place prior to setting up the  
8 terminations?

9 MR. WILSON: I think if the space is there  
10 on -- in other words, if there's a box that already  
11 has some of the space taken up by termination by  
12 similar blocks, that the CLEC should be able to put a  
13 block in it, as well, and not call it collocation and  
14 go through the 90-day period and the -- you know, the  
15 estimate of costs, et cetera, et cetera.

16 That's -- I think that this issue is  
17 partially at the heart of AT&T's complaint, that what  
18 we're being faced with, where all we need is a  
19 simple, say, 50-terminal block, they look like little  
20 accordions or little mouthharps -- harmonicas, that's  
21 what we're calling them. They look like little  
22 harmonicas that just sit in there that in order to  
23 simply have that next to these other blocks, we have  
24 to go through 90-day collocation periods, we have to  
25 pay hundreds, if not thousands of dollars, et cetera,

01557

1 et cetera.

2 In other words, it seems to be, at least in  
3 the operational view of Qwest personnel, that simply  
4 being able to access the terminations at these  
5 locations kicks in this whole process of collocation,  
6 which is more suited for placing large pieces of  
7 equipment in buildings.

8 MS. ANDERL: I'm sorry, Margaret. Go  
9 ahead.

10 MS. BUMGARNER: What if there was  
11 contention for that same space? I mean, if it's just  
12 sort of wide open access and -- I mean, is it a  
13 free-for-all, whoever gets there first to put the  
14 harmonica in, is it -- if Covad beat you there and  
15 you get there, do you get to rip theirs out and put  
16 your harmonica in? I mean, I'm just trying to think  
17 about sort of the logistics process of how do you  
18 keep track of who's putting these pieces in and --

19 MR. WILSON: I think the operational word  
20 is parity. Qwest can go into these boxes and add  
21 additional termination blocks any time they want. I  
22 believe the CLECs should be able to do that, as well.  
23 If the box is full, then we may have to look at  
24 building a second box. Either the CLEC places the  
25 box or we go through, at that point, the adjacent

01558

1 remote collocation, where we have to get Qwest to do  
2 an estimate and we get, you know, this new box put  
3 on, et cetera, et cetera. But I don't think that the  
4 CLECs would agree that we need to go through the  
5 90-day process just to protect us from ourselves.

6 MS. BUMGARNER: Well, we'll set aside the  
7 90-day process. I'm just trying to understand the  
8 process itself. I mean, the 90-day interval, because  
9 that kind of says that Qwest has no say in that piece  
10 of property or that particular structure that we  
11 have, which then says if everyone has access to go in  
12 there, what if other CLECs have actually requested to  
13 reserve space in there?

14 I mean, I'm trying to understand the  
15 process so that it ends up being fair to all,  
16 including Qwest, about reserving space. I mean, if  
17 others have a forecast of their needs and then a CLEC  
18 from Timbuktu comes in and decides that they're just  
19 going to go and put their devices in, I could see  
20 where we could end up having conflicts. So I'm  
21 trying to understand what kinds of controls on this  
22 access and -- or whether you're envisioning sort of a  
23 wide open access.

24 MR. WILSON: I don't know that we  
25 anticipate any problems with this. We haven't had

01559

1 problems with NIDs. I don't know that we will.  
2 There's no process like that for NIDs. I don't know  
3 that there needs to be. And unless Qwest is under  
4 the same process, it wouldn't be parity.

5 MS. FRIESEN: Can I ask him a question?

6 MS. BUMGARNER: Sure.

7 MR. WILSON: Did you have a question that  
8 you wanted to ask me?

9 MS. BUMGARNER: No, Mr. Cattanach did.

10 MR. CATTANACH: I had a question, Ken.  
11 Ownership of variations. I think you've talked about  
12 options one, two and three. Does your concept  
13 envision any distinctions depending on who owns what,  
14 as to whether or not whose permission you need, what  
15 process you go through, et cetera?

16 MR. WILSON: Well, I know -- I think Mr.  
17 Menezes is more familiar with the legal aspects and  
18 actually some of the problems we've had with that, I  
19 believe, with the owners -- in other words, the  
20 ownership or control of the -- well, there's really  
21 two things. There's ownership and control of the  
22 boxes where termination is possible is number one,  
23 and then the secondary item is who owns the cable  
24 between the boxes.

25 And I believe we already, in the poles,

01560

1 ducts, conduits and right-of-way, discuss some  
2 aspects of ownership -- or of rights the CLECs may  
3 have to accessing the conduits and cables, and so I  
4 don't think we need to address that at this moment.  
5 So I think it's more the ownership and control of the  
6 boxes where we would be connecting. And maybe you --

7 MR. MENEZES: I don't think I have anything  
8 to add to that.

9 MS. FRIESEN: I think, Bob, it was dealt  
10 with in the first workshop. The first workshop I  
11 attended in Colorado dealt with access in this MDU  
12 situation to rights-of-way, which included access to  
13 the things that are akin to network interface devices  
14 on the building. So I think that's been taken up in  
15 a different workshop, and it's not really our goal  
16 here to disturb that. It's really our goal here to  
17 try and get clarity in the remote collocation context  
18 on what the points are and where collocation leaves  
19 off and access to elements picks up.

20 MR. WILSON: And maybe another issue to  
21 consider, if the current Qwest interconnection box  
22 is, say, attached to the wall of the building that's  
23 obviously owned by the property owner, if that box  
24 becomes full, it's an interesting question, I think,  
25 as to whether the CLEC needs to go through the 90-day

01561

1 collocation process to put another box there or  
2 whether they can simply put, with some agreement  
3 maybe from the property owner, put their own box on  
4 the wall that then connects to the Qwest box. So I  
5 think there's some other issues here that may make  
6 this a more interesting element.

7 MR. CATTANACH: Yeah, I'm trying to form an  
8 intelligent question, so give me a minute, or maybe  
9 longer than that.

10 MS. BUMGARNER: Well, I will just follow up  
11 on that last one, because I've had the same thoughts  
12 on that one, Ken, around adjacent collocation. If  
13 it's on public right-of-way or it's somebody's  
14 property, a campus type arrangement, is that really  
15 collocation, or why can't you just put your own box  
16 there? And you know, why do we call it adjacent  
17 collocation if it's on a right-of-way, but you could  
18 go and place your own box. So it could be done  
19 either way.

20 MR. WILSON: Well, I think -- I mean, not  
21 knowing all the situations and certainly not all of  
22 the legal considerations, there may be times when the  
23 CLEC would need adjacent remote collocation and would  
24 want to go through that process, and maybe a  
25 right-of-way and an outside structure is a good



01562

1 example of that, and then there may be other  
2 situations in the building where the building owner  
3 would like competitive service, that the space is  
4 available, and the building owner says, Sure, put  
5 your box there.

6 MS. BUMGARNER: Build your own.

7 MR. WILSON: Right. Where we don't need  
8 necessarily to go through the process for adjacent  
9 remote collocation. If space is tight in the  
10 building and maybe only one additional box or panel  
11 can be put there and multiple CLECs need to have  
12 access, then maybe the adjacent process is  
13 appropriate for that situation, as well.

14 JUDGE RENDAHL: Sounds like that this is an  
15 issue that maybe Qwest needs to think more about, but  
16 is not necessarily opposed to. Mr. Cattanach.

17 MR. CATTANACH: Could I ask just one more  
18 question?

19 JUDGE RENDAHL: Sure, go ahead.

20 MR. CATTANACH: Where I was going with my  
21 first question, I'll try and link it back into the  
22 language, and I'm not sure if I understood if there  
23 was a response on variations as between ownership.  
24 Where I'm going with this is, do you envision calling  
25 it remote collocation, whatever SGAT language we

01563

1 have, there being differentials as compared to who  
2 might own what or do you think we can address all of  
3 the variations with a sort of generic set of SGAT  
4 provisions, if that question makes sense to you?

5 MR. WILSON: Well, I think we need to have  
6 good provisions for remote collocation, and Qwest has  
7 already proposed three options that -- I think we can  
8 work with those options for when we need collocation.  
9 I think the other side of the hand that I'm also  
10 discussing is a simpler access to the subloop  
11 elements, which does not necessarily require  
12 collocation.

13 JUDGE RENDAHL: Okay. Does Qwest or  
14 anybody else have anything further to add on this  
15 discussion?

16 MR. CATTANACH: I think we do need to take  
17 that back, talk to some of our folks and process this  
18 a little bit and provide some sort of meaningful  
19 dialogue beyond where we are now. Go ahead, I'm  
20 sorry.

21 JUDGE RENDAHL: And as I understand, the  
22 purpose of Mr. Wilson's presentation and discussion  
23 had to do with, as I understand, in other workshops,  
24 Qwest witnesses suggesting that the subloop issue  
25 needed to be dealt with in collocation, and Ms.

01564

1 Bumgarner's discussion or statement earlier that, no,  
2 this needed to be dealt with not in collocation, but  
3 someplace else. And I think you just want, Mr.  
4 Wilson -- AT&T just would simply like some  
5 clarification of where this should be dealt with.

6 MR. WILSON: That's correct, Your Honor,  
7 that there are issues here that involve collocation,  
8 properly, and I think there are also issues that  
9 involve access to subloop elements. And we would  
10 like to know in which workshop these should be  
11 addressed in their full. Some aspects of the subloop  
12 are being addressed in the subloop workshop by Qwest,  
13 but a number of these issues seem to be punted back  
14 to collocation, and I think we need some clarity on  
15 what to deal with where, both in terms of the access  
16 to various points that I've gone over and from a  
17 simple access point of view, and then collocation,  
18 which I'm assuming is part of this, I think needs to  
19 be spelled out a little more clearly and in more  
20 detail for some of these additional points.

21 JUDGE RENDAHL: Is that clear, then?

22 MS. BUMGARNER: Yes.

23 JUDGE RENDAHL: The purpose for the  
24 takeback?

25 MS. BUMGARNER: Yes.

01565

1 JUDGE RENDAHL: Okay. Ms. Friesen.

2 MS. FRIESEN: I just have one question of  
3 Margaret, before we move on. I was wondering if  
4 Qwest had considered a definition of equipment in  
5 context of remote collocation yet or -- and if you  
6 have, what is it? What are your thoughts?

7 MS. BUMGARNER: I don't think that we've  
8 really thought about it. I mean, I think this is the  
9 first time that I've sort of heard it described this  
10 way, but now that Ken's explained the kind of access  
11 he's looking for, I think we can take it back and try  
12 to clear that up on which things ought to be dealt  
13 with here with collocation versus what would go under  
14 the subloops. So at least I'm clearer on what he was  
15 looking for.

16 JUDGE RENDAHL: Okay. Thank you all for  
17 going through that. I think where we left off on the  
18 SGAT was Section 8.2.7.1, and that got us into this  
19 definition. So are we ready to go on to 8.2.7.2?

20 MS. BUMGARNER: Okay.

21 JUDGE RENDAHL: Let's go.

22 MS. BUMGARNER: 8.2.7.2, this starts into  
23 the description of the three types of remote  
24 collocation that we've put in the SGAT. The three  
25 types of collocation that we've included here, the

01566

1 first one that we talk about is the joint planned  
2 space remote collocation, and this is really targeted  
3 at the xDSL and Qwest's plans to deploy our xDSL  
4 services and a willingness to work with CLECs to  
5 jointly plan these locations.

6 I know that we have been meeting with CLECs  
7 frequently to sit down and talk about how we're  
8 handling the joint planned space and what our plans  
9 are for where we intend to roll this out and get  
10 input from the CLECs.

11 The second type of collocation that we're  
12 looking at is the leased existing space remote  
13 collocation, and that's really talking about our  
14 existing remote premises and space that's available  
15 in those and allowing the CLECs to collocate there.

16 The third type is adjacent remote  
17 collocation, and this is really -- those places that  
18 are exhausted, the existing space that we have in the  
19 field that is exhausted, and when a CLEC would  
20 request collocation, we would need to look at  
21 adjacent remote collocation. So those are the three  
22 types that -- 8.2.7.2 just introduces the three types  
23 that we have in here. And then, following that, the  
24 next three sections, 8.2.7.3, 8.2.7.4, and 8.2.7.5  
25 begin to define those. If you'd like, we can start

01567

1 and talk about those three definition sections.

2 JUDGE RENDAHL: I think Ms. Friesen had a  
3 question, maybe.

4 MS. FRIESEN: Before we start, I just have  
5 a question as to why you're calling it leased  
6 existing space. Leased by whom? Is it the CLEC  
7 that's leasing the space or is it space that's leased  
8 by Qwest? Why are you qualifying it with the word  
9 leased when you haven't done that in the past?

10 MS. BUMGARNER: Actually, I think that was  
11 really intended to be CLEC leased existing space. I  
12 think they were trying to differentiate for the three  
13 types of remote collocation. Those that they were  
14 jointly planning them, they've not been built yet, or  
15 if it's one that's out there, we have not deployed  
16 xDSL in and we're looking at the planning of the  
17 space, and then those that are existing space that we  
18 would be leasing collocation space in. I don't know  
19 if there's a better term for it that you think would  
20 --

21 MS. FRIESEN: Let me ask you one more  
22 question, if I might. When you talk about joint  
23 planned space, I'm assuming that the collocater has  
24 to contribute to the construction of this space?

25 MS. BUMGARNER: Yes.

01568

1 MS. FRIESEN: And would the collocator then  
2 be an owner or a part owner of that space, as opposed  
3 to leasing the existing space from you? Is that the  
4 distinction you were trying to draw?

5 MS. BUMGARNER: That's not my understanding  
6 that the joint planned space will actually be Qwest  
7 building and owning, and that the leased existing  
8 spaces is similar to our current leasing arrangements  
9 on space for collocation.

10 MR. MENEZES: Mitch Menezes, for AT&T. I'm  
11 moving on to 8.2.7.3. Is that where everyone is?

12 JUDGE RENDAHL: Let's just see if there's  
13 any other issues on .2. Is this language okay or do  
14 we need to just kind of wait till we get further?  
15 Mr. Hsiao.

16 MR. HSIAO: I just said that I would say  
17 that this goes to the root of our problems with the  
18 way that remote collocation is defined. I don't  
19 think that we -- I don't think that Qwest should  
20 limit remote collocations to three types, and so we  
21 would sort of disagree with the whole principle of  
22 having that definition.

23 MR. ZULEVIC: Yes, this is Mike Zulevic,  
24 with Covad, and I pretty much agree with what Doug  
25 just said. In reading through this, as I mentioned

01569

1 in my opening statement, I didn't see any reference  
2 at all to being able to have collocation in  
3 increments of smaller than a shelf, in other words, a  
4 card at a time.

5 I would be very interested in knowing more  
6 about what Qwest's plans are for placing their own  
7 DSLAM equipment, what type they will be placing, and  
8 whether or not, as is the case with the SBC Pronto  
9 offering, they are planning on deploying a type of  
10 next generation digital loop carrier that has the  
11 capability of being unbundled to the card level or  
12 even a subcard level basis.

13 Again, I see this as the only viable way to  
14 see competitive services reaching many of the  
15 subscribers, and the residential subscribers,  
16 primarily, in the more distant parts of the network.  
17 So I really think that this entire section needs an  
18 awful lot of expansion.

19 MS. BUMGARNER: So you're expecting that,  
20 in the collocation section, that Qwest would detail  
21 the type of DSLAM equipment it intends to deploy?

22 MR. ZULEVIC: Well, what I would  
23 specifically like to see is that Qwest will offer an  
24 unbundled card-by-card basis digital loop carrier as  
25 an additional offering to offering remote terminal



01570

1 collocation on a shelf-at-a-time basis or some other  
2 basis.

3           This also encompasses the discussion that  
4 we had earlier having to do with shared collocation.  
5 I think that shared collocation is something that  
6 needs to be expanded to remote terminals, as well.  
7 Again, the economics are a real concern in being able  
8 to buy for consumer services in smaller market areas  
9 that you would find served out of a single remote  
10 terminal, things such as possibly multiple CLECs  
11 maybe sharing a single DSLAM. If Qwest is unwilling  
12 to do that themselves and unbundle their own,  
13 something like that could be viable, but the terms  
14 and conditions that have been set forth so far with  
15 respect to remote terminal access definitely don't  
16 allow for that.

17           JUDGE RENDAHL: Ms. Hopfenbeck.

18           MS. HOPFENBECK: I think related to the  
19 points that Mr. Zulevic and Mr. Hsiao have raised is  
20 my question, which is that, in the context of  
21 interconnection, Qwest initially defined  
22 interconnection using its term local interconnection  
23 service, LIS service. And one of the objections that  
24 the CLECs had to that was that it really defines  
25 interconnection as a product or service, as opposed

01571

1 to describing an aspect of intercarrier relations.

2           And my concern in the way the SGAT is set  
3 out with respect to collocation is that Qwest is  
4 approaching collocation in much the same way. And by  
5 specifying these types of collocation, it looks as if  
6 Qwest is, in collocation, doing what it was also  
7 trying to do in interconnection, and that is defining  
8 three sort of collocation products that it would sell  
9 to CLECs that it views as customers.

10           And I think that -- my first question is is  
11 that a correct understanding of Qwest's perspective  
12 at this point?

13           MS. BUMGARNER: I'm sorry. I don't think  
14 that was our intention. I think the intention here  
15 was to try to describe the types of remote  
16 collocation that we could see, the first being just  
17 we have a premise, it exists, and that we need to  
18 provide collocation in that premise to the extent  
19 there's space available. If there's no space  
20 available, then the provisions around adjacent  
21 collocation would apply.

22           The joint planned space, it's really an  
23 effort on Qwest's part to include CLECs in its  
24 planning efforts around our deployment of the xDSL  
25 services. And I'm no expert in what's going to be

01572

1 deployed or any of that, don't deal with it, don't  
2 want to know about it. Just deal with the  
3 collocation.

4           It's an effort to try to include the CLECs  
5 in that planning effort for that space and try to  
6 take their space needs into account when we're  
7 planning on rolling out xDSL services.

8           So I know that they've been holding the  
9 meetings with the CLECs to try to understand their  
10 needs, and also, I would say make CLECs privy to  
11 information that basically tells you where we're  
12 rolling out all of our xDSL services. I believe we  
13 are laying out all of the locations where we intend  
14 to deploy xDSL, and I think that's some pretty  
15 powerful competitive information we're willing to put  
16 on the table and say, Here's where we're rolling it  
17 out. While we're out there building our needs, we'd  
18 like to know what the CLECs' needs are around space.

19           So that's all we were trying to do in these  
20 three. And then we just need to know what kind of  
21 requirements you have around collocation. So I think  
22 the discussions are helpful. We maybe have not  
23 thought through all the things that you're looking  
24 for, and so I appreciate the comments, you know, but  
25 there was nothing behind exactly what these got

01573

1 called or why they're in here this way.

2 MS. HOPFENBECK: So that there may be some  
3 openness on Qwest's part to considering broadening  
4 these concepts and not limiting them to such a  
5 specific definition?

6 MS. BUMGARNER: We would like to hear what  
7 you're looking for, and I will take them as takebacks  
8 and look at what we have.

9 MS. HOPFENBECK: Well, do you mind if I go  
10 on. I have two more questions about joint planned  
11 space.

12 JUDGE RENDAHL: Go ahead.

13 MS. HOPFENBECK: I have two concerns about  
14 the concepts of joint planned space. One is a  
15 concern about how Qwest is going to go about  
16 notifying CLECs of their plans and doing that in such  
17 a way that it's nondiscriminatory and all CLECs have  
18 the same access to that information.

19 The other is a concern that this is limited  
20 right now to -- and I think I have a pretty good  
21 understanding of why, and it sort of makes sense --  
22 but it is limited to Qwest deployment of new xDSL  
23 remote premises. And my guess is that that's really  
24 where Qwest is putting most of their eggs with  
25 respect to future remote premises construction. But

01574

1 it seems to me that this SGAT should anticipate the  
2 possibility that remote premises would be constructed  
3 for other reasons than just expanding the deployment  
4 of xDSL, and that should take that into account and  
5 there should be more -- a broader provision that just  
6 talks about when Qwest is building new remote  
7 premises, for whatever purpose, there should be a  
8 provision for notifying CLECs of the opportunity to  
9 talk to you about their space needs. Those are my  
10 two.

11 MS. BUMGARNER: Thank you.

12 JUDGE RENDAHL: Okay. Additional thoughts  
13 or comments for Qwest, based on their willingness to  
14 hear out the CLECs?

15 MR. ZULEVIC: Yes. Mike Zulevic, Covad. I  
16 would like to know if Qwest would entertain the  
17 possibility of unbundling the DSL that you will be  
18 deploying, rather than looking at providing  
19 collocation space for multiple DSLAMs to be  
20 collocated in the same remote terminal. One of the  
21 reasons --

22 MS. BUMGARNER: Wait a minute, wait a  
23 minute. I want to make sure I've got this question.  
24 Now, will we unbundle our DSLAM and -- I'm sorry, I  
25 missed the last part of it.

01575

1 MR. ZULEVIC: Okay. Basically unbundle  
2 your DSLAM on a card-by-card basis, whether that  
3 means --

4 MS. BUMGARNER: Plug and play.

5 MR. ZULEVIC: Plug and play; correct.

6 MS. BUMGARNER: Have you asked this  
7 question at the emerging services workshop?

8 MR. ZULEVIC: Yes, in Colorado.

9 MS. BUMGARNER: And did they say that was  
10 collocation?

11 MR. ZULEVIC: No, we got into quite a long  
12 discussion about some other topics.

13 MS. BUMGARNER: Were you going to try me?  
14 Because I really think that is emerging services, but  
15 I -- you know.

16 MR. ZULEVIC: I agree that it would  
17 probably -- most of the dialogue should take place in  
18 emerging services. However, the restrictions that  
19 are in the collocation language here that limit it to  
20 a shelf at a time would preclude being able to do a  
21 plug and play, and that's why there's that  
22 relationship that I think needs to be clarified or at  
23 least aired.

24 MS. BUMGARNER: Okay, okay.

25 MR. HARLOW: That's specifically referenced

01576

1 at 8.2.7.4, about the sixth or seventh line down,  
2 there's a sentence that says, Space will be leased on  
3 a full shelf level. And it doesn't show up in  
4 8.2.7.3, and I don't know if it was your intention to  
5 treat those differently or is that something --

6 MR. HSIAO: It does, actually.

7 MR. HARLOW: Does it show it? Where is it?

8 MR. HSIAO: Second line.

9 MR. HARLOW: On a shelf level, okay. I see  
10 it now.

11 MS. BUMGARNER: And I believe the  
12 discussion we had earlier about the system  
13 development I think is there, but, you know, I know  
14 that they are in the middle of developing their plans  
15 around the joint planned space, but it's --

16 MR. ZULEVIC: Well, someone who works on my  
17 team has been participating in that, and he said  
18 there has been no real willingness to discuss  
19 anything beyond actually physically collocating  
20 DSLAMs, and I think that, in this early planning  
21 stage, this is the time that we're going to have to  
22 have that discussion and come to some agreement as to  
23 how this is going to work.

24 Again, it doesn't make a whole lot of sense  
25 to put five DSLAMs in a remote terminal that has

01577

1 access to maybe a thousand customers. Competition  
2 will never take place when each --

3 MS. BUMGARNER: So you're really talking at  
4 the LIS, on a shelf basis, card-by-card basis for  
5 space?

6 MR. ZULEVIC: Yes, basically that's what  
7 we're looking at. And of course, there are a lot of  
8 other things that will have to go along with that  
9 capability. But again, that, in more detail,  
10 probably needs to be discussed in the emerging  
11 services.

12 MR. WILSON: One thing I would like to  
13 point out, that there's a definite connection between  
14 the emerging services workshop and collocation on  
15 this issue, because the requirement to unbundle  
16 packet switching, which includes unbundling DSLAMs,  
17 is linked to the ability to collocate at these remote  
18 terminals. So I think that's where, in the emerging  
19 services discussion in Colorado, we had some issues  
20 with where pieces of this belong.

21 MR. ZULEVIC: Well, again, and this, I  
22 suppose, will come up more in the emerging services,  
23 too, but there's also some disagreement, I think in  
24 -- amongst some of the CLECs as to whether that  
25 really is looking at unbundling packet switching or



01578

1 whether it merely is providing us with the ability to  
2 access a loop that Qwest has chosen to provide  
3 partially on copper and partially on fiber.

4 MR. WILSON: And it can be both.

5 JUDGE RENDAHL: Is this something that  
6 Qwest is willing to take back to other groups for  
7 discussion, because it sounds like --

8 MS. BUMGARNER: I need to take back and  
9 what the discussions were from the emerging services  
10 and talk about the question about less than a shelf  
11 level, which basically gets it to a card-by-card.  
12 Are there other questions around --

13 MR. CATTANACH: Go ahead.

14 MS. BUMGARNER: No, go ahead.

15 MR. CATTANACH: Before we leave that  
16 subject, I apologize, because I wasn't at the  
17 emerging services workshop, but you just made a  
18 comment, Mr. Wilson, that might be helpful for me to  
19 understand how this is fitting together, and I think  
20 it was something along the lines of the requirement  
21 to unbundle DSLAMs is linked to the collocation  
22 requirement. Did I get that correct?

23 MR. WILSON: Yes, there are -- the FCC laid  
24 out whatever I want to call them, issues -- in other  
25 words, exclusions, let's say. If -- and I forget the

01579

1 exact paragraph, but it's actually in the SGAT  
2 already in the -- it's either -- it may be both in  
3 the packet switching section and the subloop section,  
4 where Qwest only is required to unbundle packet  
5 switching if there is no -- if four conditions are  
6 not met, and one of the conditions is the collocation  
7 at the remote terminal by the CLECs of its own DSLAM  
8 equipment, et cetera.

9           So there's a series of four conditions on  
10 packet switching, at least one of which involves  
11 collocation. And this issue, I think Mr. Zulevic  
12 also said, also involves access to loops, to some  
13 extent.

14           MS. BUMGARNER: Now, when you say four  
15 conditions, are you talking about four conditions out  
16 of the FCC rules or four conditions out of our  
17 section? I'm just curious.

18           MR. WILSON: It's both. The FCC laid out  
19 the conditions. There is discussion in the packet  
20 switching workshop as to the exact statements or  
21 paragraphs in the SGAT, but it's pretty close to the  
22 FCC --

23           MS. BUMGARNER: Okay. Thank you.

24           MR. WILSON: -- conditions.

25           MR. CATTANACH: You wouldn't happen to have

01580

1 a cite for that, would you?

2 MR. ZULEVIC: Chuck Steese would.

3 MR. WILSON: If I had a full SGAT, I could  
4 find it.

5 MR. CATTANACH: We'll get it. I just  
6 thought if you had it handy, if you had it written  
7 down, that would get us a little further ahead.

8 MR. WILSON: It's in the UNE remand order  
9 and it's also in the current SGAT, the full SGAT.

10 MS. BUMGARNER: Are those pretty much the  
11 issues or the key issues for these three sections,  
12 then? You look like you had something.

13 MR. MENEZES: I was under the impression we  
14 were still sort of finishing up with 8.2.7.2 and we  
15 were going to move on to the following paragraphs.

16 JUDGE RENDAHL: That was my impression.

17 MR. MENEZES: Although some people did jump  
18 ahead a little bit, I'm not sure everybody has raised  
19 every question they have.

20 JUDGE RENDAHL: Are we ready to move off  
21 the issues of just limiting 8.2.7.2 to the three  
22 types? I think that that argument's been made and I  
23 think Qwest has heard it and is going to take that  
24 back. So are we ready to move on to .3? Okay.  
25 Let's do it.

01581

1 MR. HARLOW: How about a break, Your Honor?

2 JUDGE RENDAHL: I think that's a good idea.

3 Why don't we take a break. We'll be off the record.

4 (Recess taken.)

5 JUDGE RENDAHL: Let's go back on the  
6 record. We finished discussions of 8.2.7.2 as far as  
7 we could go, and now we're going to 8.2.7.3, joint  
8 planned space remote collocation definition. Ms.  
9 Bumgarner.

10 MS. BUMGARNER: The 8.2.7.3, I think I've  
11 already described the joint planned space. It's our  
12 efforts to try to work with the CLECs in those  
13 locations where we're rolling out new xDSL, so I just  
14 open it up for questions or comments.

15 MR. MENEZES: Mitch Menezes, for AT&T.  
16 This provision, the way it's written, I think Ms.  
17 Hopfenbeck already pointed out that in order to  
18 participate, there'd have to be some sort of notice  
19 so that CLECs know the building schedule.

20 But the way it's written, it leaves with me  
21 the impression that unless Qwest obtains a request  
22 from a CLEC to participate in the build whether it  
23 wants to have space in this remote premise that's  
24 being constructed, then Qwest would build it solely  
25 in terms of size for the needs of Qwest. Is that a

01582

1 fair implication from this language?

2 MS. BUMGARNER: To some extent, yes, we  
3 would be looking at what our requirements are for  
4 rolling out the xDSL, and then I believe the FCC's  
5 words are to take in account, or something to that  
6 effect, in one of their rule provisions, so --

7 MR. MENEZES: Well, I happen to have that  
8 rule.

9 MS. BUMGARNER: Very good. So that said,  
10 that's the provision that we're trying to --

11 MR. MENEZES: Am I getting that  
12 predictable?

13 MS. BUMGARNER: I knew you'd have the  
14 number right at your fingertips.

15 MR. MENEZES: And you're right. The rule  
16 is 47 CFR 51.323(f)(3). When planning renovations of  
17 existing facilities or constructing or leasing new  
18 facilities, an incumbent LEC shall take into account  
19 projective demand for collocation of equipment. So  
20 what I wanted to do was ensure that even if a CLEC  
21 doesn't provide a request, as contemplated by this  
22 provision 8.2.7.3, that Qwest would, nonetheless,  
23 build, having taken into account the forecasted or  
24 whatever demand is out there from other CLECs.

25 MS. BUMGARNER: Right. And that's what

01583

1 we're attempting to do with this.

2 MR. MENEZES: Thank you.

3 JUDGE RENDAHL: Any other questions about

4 8.2.7.3? Ms. Hopfenbeck.

5 MS. HOPFENBECK: Well, I think that raises  
6 a question about how I guess we have to get to the  
7 forecasting provisions. Well, in remote collocation,  
8 I haven't seen the forecasted provisions that we've  
9 seen before, but how is it that Qwest intends to take  
10 into account forecasted demand with respect to remote  
11 collocation needs?

12 MS. BUMGARNER: Actually, in the later  
13 descriptions on these, we do talk about forecast.  
14 Let's see. Where is one of them? 8.2.7.8.1, CLEC  
15 must provide a forecast in order to accommodate  
16 requests for existing leased space. I think, under  
17 the joint planned, that is their efforts on having  
18 the meetings with the CLECs on planning the rollout  
19 on the xDSL.

20 So we are, you know, trying to look at the  
21 forecast of needs and then what our needs would look  
22 like for those locations in planning these, but we  
23 are asking for forecast on remote.

24 MS. HOPFENBECK: Well, it doesn't seem to  
25 me that the provision that you cited with respect to

01584

1 existing leased would pertain in the case of joint  
2 planned, and -- because it is in the provision for  
3 existing leased and specifically references that  
4 type.

5           With joint planned, my concern is that it  
6 is pretty narrowly described as being a situation in  
7 which a CLEC, as Mr. Menezes -- I really messed your  
8 name up, I'm sorry -- Mitch, as Mitch said. At any  
9 rate, I think what we probably need to think about is  
10 adding provisions into the agreement that  
11 specifically deal with the fact that, in not all  
12 cases will a CLEC want to jointly plan space with  
13 you, but they will want you, in building that new  
14 space, to take into account their forecasted demand  
15 for remote collocation in new facilities.

16           MR. HARLOW: I also wanted to follow up to  
17 Mr. Menezes and ask you, if you can, to reconcile  
18 your answer with Proposed Section 8.2.7.7.2, which  
19 says Qwest will only build space for CLEC during the  
20 Qwest build if CLEC participates in the joint  
21 planning process, which seems to be contrary to the  
22 concept that you'll take into account forecasted  
23 demand and build additional space.

24           MS. BUMGARNER: This -- the joint planned  
25 build, as I understand it, are those locations where

01585

1 we are actually rolling out our new xDSL and doing  
2 the joint plan build for those spaces. And so the  
3 space that we build and the reservations that are  
4 made for space in those are really for the CLECs that  
5 participate and help fund the joint build. I did  
6 note down the question about forecasting for other  
7 new locations or builds that we would do in remote  
8 premises. I did note that as a comment to take into  
9 consideration on our changes to this. Was there  
10 something else around the xDSL?

11 MS. HOPFENBECK: I want to make sure that  
12 you understand that my concern -- I did raise  
13 initially a concern about perhaps this is too narrow,  
14 because it's limited to xDSL space, and it seems to  
15 me that we would have this obligation pertaining to  
16 all space, all remote premises that you might be  
17 building in which you're locating network facilities.

18 But with respect to the xDSL space, the  
19 other takeback that I'd like you to put on your list  
20 is do we need -- I think this needs to be broadened  
21 to specifically acknowledge that you need to take  
22 into account when you're constructing these new  
23 facilities not only the space needs of those parties  
24 that participate in the planning process and that  
25 make a decision at the time you're building that they



01586

1 want to share space with you, or collocate in that  
2 space, but also the needs of CLECs who have  
3 forecasted demand at some point in the future.

4 MR. HARLOW: I think that's our position,  
5 as well. I also have a question. When you say help  
6 fund the planning process, I thought I saw something  
7 in the proposed language, but I can't find it now.

8 MS. BUMGARNER: Yes, it does talk about,  
9 under the joint planning process --

10 MR. HARLOW: Which section, please?

11 MS. BUMGARNER: I'm looking. 8.2.7.7.1,  
12 CLEC must pay 100 percent of the cost within the  
13 allocated time frame where the CLEC request will be  
14 removed. This really is an effort for all of the  
15 CLECs, and I can't speak to what their notification  
16 process is. I will ask questions about that. It was  
17 to notify all CLECs and to basically get the  
18 forecast, to actually have the meetings and talk  
19 about the joint build process and then forecast the  
20 needs.

21 Now, forecasts aren't general, We need 100  
22 feet somewhere in Washington. I mean, the forecasts  
23 we look for ask for specific locations. We need to  
24 know where the CLEC is looking for space. So this  
25 effort around joint planned really is trying to sit

01587

1 down and identify, and I think this is right, that I  
2 think it's like 5,400 locations that we are looking  
3 at rolling out xDSL, and asking for CLEC --

4 MR. HARLOW: Is that Washington-specific,  
5 the 5,400?

6 MS. BUMGARNER: No, that's region-wide.

7 MR. HARLOW: Okay. So I guess I need to  
8 clarify. When you say fund, the language seems to go  
9 to funding or really pre-paying the cost of  
10 developing the collo space, but in your testimony a  
11 minute ago, it sounded like you were seeking CLECs to  
12 assist in funding the planning process.

13 And how is that level of funding going to  
14 be determined to ensure that we only fund the  
15 incremental costs of planning the collo space, as  
16 opposed to funding the planning of the entire NGDLC  
17 project?

18 MS. BUMGARNER: I think, under the joint  
19 planned space, it's 8.2.7.6.1, CLEC will be  
20 responsible for all associated costs for physical  
21 cabinet space, terminations, feeder distribution  
22 interface, usage and/or modifications.

23 MR. HARLOW: So your clarification is we  
24 wouldn't have to actually pay for any share of the  
25 planning process?

01588

1 MS. BUMGARNER: No, you would not share the  
2 cost of the planning. That's just our effort at  
3 sitting down with the CLECs to try to forecast these  
4 needs and -- for this rollout.

5 MS. FRIESEN: Could I ask you a clarifying  
6 question on what you contemplate the forecast to look  
7 like? If -- and that's a remote forecast generally.  
8 Do you expect a location within a state, bounded by  
9 streets or something, or do you expect us to figure  
10 out what your remote collocations are first and then  
11 to predict based on that?

12 MS. BUMGARNER: I believe what we were  
13 looking at around the remote was to get similar types  
14 of information that would be specific to the sites or  
15 areas that -- sites within the areas that you're  
16 looking at collocating. I think probably, with  
17 remote, this is a -- this is a new effort. We  
18 haven't done collocations in remote premises.

19 So I'd probably need to work through some  
20 of the questions around that. But I think we would  
21 probably be looking for as much detail as we could  
22 get on the forecasts. I don't know that they have  
23 laid out, like, all the items that they have under  
24 the wire center type collocations.

25 MS. FRIESEN: So is that a takeback for you

01589

1 to figure out what the forecast ought to look like or  
2 entail?

3 MS. BUMGARNER: I can ask what kinds of  
4 details they would be looking for.

5 MS. FRIESEN: Go ahead.

6 MR. ZULEVIC: Mike Zulevic, Covad. I was  
7 wondering, from what you said earlier, you are going  
8 to be providing detailed information as to where you  
9 plan to build these. Along with that, will you be  
10 providing information as to how many subscribers  
11 would be served by that particular remote terminal  
12 location and/or other information that may help us in  
13 determining what our forecasted power demands and  
14 space demands might be?

15 MR. HSIAO: This is Doug, with Rhythms. I  
16 also have some significant concerns about double  
17 recovery of Qwest's costs here. It appeared -- this  
18 is very different than any other kind of collocation  
19 cost recovery. What you're asking CLECs to do is to  
20 fund Qwest's build-out of their facilities. And  
21 then, on top of that, I assume you're going to be  
22 charging us a recurring charge for rental of those  
23 facilities. If that's true, then I think you're  
24 recovering costs twice from the CLECs.

25 Also, the way that it's written, it's

01590

1 basically saying if you don't agree to fund Qwest's  
2 build-out, then you can be shut out of that  
3 collocation facility.

4 MS. BUMGARNER: I believe we're only asking  
5 the CLECs to pay for their portion of that build.  
6 But you know, I'll put forward your question on that,  
7 and I'm sure it will be dealt with in cost dockets,  
8 as well, but my understanding is you would only be  
9 paying for your portion of whatever that build would  
10 be.

11 MR. HSIAO: Then it seems to me there  
12 shouldn't be a recurring charge for that space, since  
13 you're pre-paying up front the cost of that space.

14 MS. BUMGARNER: I think we have a property  
15 lease, so I would need to ask about the recurring  
16 charges on that.

17 MS. STRAIN: I have the same questions.

18 MR. MENEZES: Mitch Menezes, AT&T. As a  
19 point of reference, Margaret, in the interconnection  
20 section, there was a provision that called for the  
21 CLEC to pay for the construction of new facilities in  
22 certain situations, and really, the same issue came  
23 up.

24 Would the CLEC own it at that point, would  
25 the CLEC get credits over time to repay the CLEC for

01591

1 paying an up-front charge and then using it for some  
2 period of time, because what you have is a reusable  
3 thing, commodity, that once that collocation is over,  
4 if it ends, Qwest can turn around and lease it, you  
5 know, have collocation with another CLEC, so it does  
6 seem like double or more recovery.

7           So I think that's the thing that we'd like  
8 -- one of the things we'd like to take back. And  
9 perhaps it's a -- it sounds like a very similar  
10 issue. And maybe if you could team with Tom and the  
11 appropriate folks, that would be a way to handle it.

12           MS. BUMGARNER: Okay. Thank you.

13           MR. ZULEVIC: I have one other question on  
14 this. A little earlier we were talking about the  
15 obligations that the FCC set forth pertaining to an  
16 ILEC's requirement to unbundle packet switching. One  
17 of those requirements was if the ILEC could not  
18 provide collocation of DSLAM equipment competitively.  
19 I'm wondering if it's Qwest's position that this  
20 joint planned space satisfies that requirement to  
21 have offered collocation of DSLAMs, and so,  
22 therefore, you would not have an obligation in any of  
23 those locations to unbundle packet switching.

24           MS. BUMGARNER: That would have to be a  
25 takeback. Was that question asked in the emerging

01592

1 services? I mean, it sounds more like emerging  
2 services.

3 MR. ZULEVIC: No, it wasn't, because this  
4 is the first time I've seen this language on your  
5 remote terminal offering.

6 MS. BUMGARNER: Okay.

7 MR. HARLOW: That's a takeback, then?

8 MS. BUMGARNER: Yes, I'd have to ask the  
9 question, then.

10 JUDGE RENDAHL: Is there any more  
11 discussion on 8.2.7.3? Understanding that we've also  
12 talked about some other sections below, which is just  
13 fine. Do we want to move on to 8.2.7.4,  
14 understanding that, essentially, with each one of  
15 these sections, I understand Qwest has a number of  
16 takebacks on various issues.

17 Okay. Let's go into the leased existing  
18 space, 8.2.7.4. Ms. Bumgarner, do you have any  
19 discussion of this?

20 MS. BUMGARNER: I was just looking to see  
21 if there were any questions.

22 JUDGE RENDAHL: Does anyone have any  
23 comments on 8.2.7.4, other than what has already been  
24 stated?

25 MS. HOPFENBECK: There's a couple of typos.

01593

1 MS. BUMGARNER: I'm sorry?

2 MS. HOPFENBECK: There are a couple of  
3 typographical errors. Jointed planned space. You  
4 should probably cross out the e-d.

5 JUDGE RENDAHL: It's about two-thirds of  
6 the way down, where Qwest has designated the space  
7 for jointed planned space.

8 MS. BUMGARNER: Okay. I like it.

9 MR. HARLOW: A fourth type of collo.

10 MS. HOPFENBECK: I thought it maybe meant  
11 disjointed.

12 JUDGE RENDAHL: Mr. Wilson. Oh, I'm sorry,  
13 Ms. Holifield.

14 MS. HOLIFIELD: Margaret, I just need a --  
15 bear with me, I'm kind of dense on this. CLEC will  
16 be charged all costs associated with allowing access.  
17 What are you talking about there? It's in that --

18 MS. BUMGARNER: Oh, okay. I see it, fourth  
19 line down. I think the access that I believe we were  
20 talking about when we wrote this, and not the access  
21 that Ken was describing earlier, was actually like  
22 physical access if we needed to have some kind of key  
23 type mechanism, if you're talking about a CEV or some  
24 kind of a building that we needed to have secure  
25 access and provide keys.



01594

1 MS. HOLIFIELD: Provide keys into the  
2 structure.  
3 MS. BUMGARNER: Yeah, physical access.  
4 MS. HOLIFIELD: You're not talking about  
5 some sort of right-of-way across a piece of property?  
6 MS. BUMGARNER: Right. It would be  
7 physical access to that structure.  
8 MS. HOLIFIELD: Into the structure.  
9 MS. BUMGARNER: Into the structure. Should  
10 we say into the structure?  
11 JUDGE RENDAHL: Ms. Holifield, can you  
12 speak into a microphone?  
13 MS. HOLIFIELD: I'm sorry. Why don't you  
14 think about it. I would feel better if it said into  
15 the structure, but it may not make that much  
16 difference.  
17 MS. BUMGARNER: Okay.  
18 MS. HOLIFIELD: Thank you.  
19 MR. ZULEVIC: Mike Zulevic, Covad. I had  
20 two things I'd like to ask about. One of them I've  
21 already discussed, and that's the limitation to a  
22 shelf level, full shelf level, and I think that's  
23 already a takeback that's going to be looked at.  
24 The other thing that strikes me is, Oh, I  
25 guess it's about two-thirds of the way down, existing

01595

1 space will not be made available where Qwest has  
2 designated the space for joint planned space.

3           This sounds to me like if you're not a part  
4 of the joint planning process when it's taking place  
5 and if you haven't then basically paid for the space  
6 that you were going to require, that you will not  
7 have access to any of these existing environments.  
8 Is that the correct understanding?

9           MS. BUMGARNER: I think you're right. And  
10 I think the reasoning is if we've sat down and  
11 jointly planned space, you've more or less reserved  
12 space. And I think -- and maybe we'll have to  
13 rethink through this, in terms of looking at the  
14 payment around some of the costs on this joint  
15 planned space, that CLECs that have participated or  
16 have wanted to participate and provided their  
17 forecasts or their needs for xDSL services more or  
18 less reserved that space for CLECs.

19           So I would say now someone coming along  
20 requesting space, what if you gave that away. What  
21 if Covad participates with us and we've said, Sounds  
22 good to us, we'll make sure you have a half a shelf,  
23 we'll give you your shelf and --

24           MR. ZULEVIC: I just want a card.

25           MS. BUMGARNER: Okay. We'll give you your

01596

1 one card, and we've sort of set that aside as part of  
2 this process of trying to forecast and jointly plan  
3 the space, I don't imagine you would be too happy if  
4 someone puts in an application for collocation and we  
5 gave away your one card space, you know. So I think  
6 that's our view, is if you participate in this  
7 process, you're more or less reserving that space and  
8 knowing that that space is going to be available for  
9 the xDSL services.

10 MR. KOPTA: This is Greg Kopta. I have a  
11 little bit more fundamental question with regard to  
12 that same provision. When I look back at Section  
13 8.2.7 -- 8.2.7.3, the first line on joint planned  
14 space is that it's available in new remote premises,  
15 and yet we're talking here about existing premises.

16 So I'm wondering why there would be an  
17 instance in which you would have space designated for  
18 joint planned space in an existing space when joint  
19 planned space is only for new premises.

20 MS. BUMGARNER: And I agree. That's  
21 probably somewhat confusing, and it probably goes  
22 back to WorldCom's comments with new. At some point  
23 new becomes existing somehow planning for the xDSL,  
24 and maybe it was incorrect to just say it was new  
25 space, that this is actually jointly planning for

01597

1 space for the xDSL rollout. But I need to ask  
2 questions about that and make sure that we're okay  
3 with it.

4 MR. KOPTA: So in other words, it may be  
5 the joint planned space would not just be limited to  
6 totally new premises, but maybe an expansion of an  
7 existing remote premises. That's something that  
8 you're going to be checking on?

9 MS. BUMGARNER: (Nodding.)

10 MR. CATTANACH: If I could attempt to  
11 clarify a little bit. I do think it's a temporal  
12 issue. At some point in time you build it, it's  
13 there, it exists. Prospectively, it was new space.  
14 After it's built, it exists. Someone comes and says,  
15 I want that space. Well, as part of the joint  
16 planned space, already promised to somebody else, you  
17 can't have it. I think that was the intent of this.

18 MR. ZULEVIC: This doesn't read quite that  
19 way to me. It reads -- well, let's take, for  
20 instance, if you have a CEV, a controlled  
21 environmental vault, let's say it's one of the large  
22 ones, it's maybe 30 feet long and eight feet wide.  
23 And to this point, you're utilizing maybe 10 percent  
24 of it for digital loop carrier. You make a decision  
25 that that can definitely handle the deployment of

01598

1 xDSL that Qwest plans, so therefore you enter into  
2 joint planning and you end up with your requirements,  
3 plus the requirements of those CLECs who are jointly  
4 participating, and in total, you're taking up 50  
5 percent of that CEV's capacity.

6           You still have another 50 percent of that  
7 capacity that, in theory, would be available under  
8 the provisions of 8.2.7.4, the leased existing space.  
9 And that's the question that I have, is why is the  
10 language so restrictive in that if you choose to  
11 redesignate it for a joint plan, if there is space  
12 available for the other provision, it seems like it  
13 should be offered.

14           MS. BUMGARNER: Yeah, maybe it's just  
15 poorly worded. I don't think that was the intent. I  
16 mean, if there's other space available, if I  
17 understand you, that say we've set aside 50 percent  
18 of the space for joint planned, you're concerned that  
19 the other 50 percent wouldn't be available for other  
20 physical collocation requests?

21           MR. ZULEVIC: Yes, that's the concern I  
22 had. To turn it around, if Covad did not participate  
23 in the joint planning process, but then, at some  
24 later date decided that they would like to provide  
25 service out of that particular location, if the space

01599

1 is available, I would expect to be able to make use  
2 of that, even though I did not participate in the  
3 joint planning process and even though Qwest may have  
4 redesignated that.

5 MS. BUMGARNER: That was not the intent.  
6 I'll try to see if there's some better way to word  
7 that.

8 MR. HARLOW: Getting back to the ground up  
9 facility, the brand new remote, again, this language  
10 seems to contemplate that you're going to build  
11 exactly to your requirements, plus those  
12 participating in the joint planning process, rather  
13 than taking into account forecasts of nonparticipants  
14 in the joint planning process. It's kind of a speak  
15 now --

16 MS. BUMGARNER: Was that a question?

17 MR. HARLOW: Is it kind of a speak now or  
18 forever hold your peace arrangement? If you're not  
19 in the joint planning process, you will not be able  
20 to collocate in the new remote?

21 MS. BUMGARNER: I need to ask that question  
22 about the joint planned and what their current  
23 discussions are with the CLECs that are participating  
24 in that effort, but I will ask that question to them.

25 JUDGE RENDAHL: I have a brief question,

01600

1 too. And maybe it's not so brief, but is there  
2 currently an ongoing joint planning process or is  
3 this something that's anticipated by the SGAT, and  
4 can you clarify that for me?

5 MS. BUMGARNER: Our product management  
6 group is actually meeting with the CLECs, I believe  
7 it's every two weeks that they sit down and are  
8 planning around this joint planned process. And  
9 then, as I understand it, the actual start to this  
10 process and rollout of the joint planned space and  
11 their ordering processes are, I believe, planned to  
12 start in first quarter.

13 JUDGE RENDAHL: Is there a plan by Qwest to  
14 continue the joint planning process beyond the first  
15 quarter, sort of an ongoing joint planning process,  
16 or is it something that will be over by the time this  
17 SGAT is revised?

18 MS. BUMGARNER: As I understand it, the  
19 process itself right now is sort of talking through  
20 the process about the joint plan and the procedures  
21 on ordering and how they're going to roll this out,  
22 and then, once they get that documentation together  
23 and have pretty much reached agreement with the CLECs  
24 about that joint planning, is to start then in first  
25 quarter and begin asking for the requests around the

01601

1 locations that will be building out. And then I  
2 think it's ongoing from there, as we identify new  
3 locations that we're going to be rolling out xDSL,  
4 but I need to talk with the folks and see where  
5 they're at in that planning process.

6 JUDGE RENDAHL: Is there some description  
7 in the SGAT, other than in this section, about the  
8 joint planning process?

9 MS. BUMGARNER: No, that's actually just  
10 their effort, through that product team in working  
11 with the CLECs, and then in the SGAT was just to lay  
12 out those locations.

13 JUDGE RENDAHL: Okay, thank you. And Ms.  
14 Strain has a question.

15 MS. STRAIN: Yeah, just following up on  
16 that, the mention of the FCC order which required  
17 collocation needs to be taken into account when  
18 planning facilities, is that something that is being  
19 done outside of the processes that are shown here in  
20 the SGAT, is it being done in general, other than  
21 through this joint planning process or through a, you  
22 know, through a process where you're only planning  
23 for the things that you know about, because somebody  
24 gave you a forecast?

25 MS. BUMGARNER: Currently, because remote



01602

1 is very new in our rollout of xDSL, this is kind of a  
2 special effort to sit down and try to work through  
3 the planning on that. But in general, where we've  
4 been dealing with wire center collocation up to this  
5 point has really looked at forecast information, our  
6 growth estimates, what we're seeing in terms of  
7 growth around CLEC requests for collocation, so our  
8 best efforts, and through the account team's  
9 discussions with CLECs, as well.

10 But it's really been our desire to get  
11 forecast information from CLECs to try to do a better  
12 job about looking at the future needs around  
13 collocation.

14 MS. STRAIN: Okay. I guess my question is,  
15 even if you don't get those forecasts, for whatever  
16 reason, are you still trying to take into account the  
17 fact that, at some future date, people may want to  
18 collocate in your facilities?

19 MS. BUMGARNER: Yes, our engineering groups  
20 have been trying to use best judgment around --  
21 particularly in the areas I think that we have  
22 struggled with, because it just is -- a constant  
23 problem is around power needs. There is a huge  
24 demand on power, collocation, the IOF kinds of  
25 things, the selling of Megabit services. So yes,

01603

1 that internally has been a big effort to try to  
2 anticipate all of those needs around collocation.

3 MS. STRAIN: Thank you.

4 MR. WILSON: A couple of questions. What  
5 are the time frames for leased existing space, remote  
6 collocation?

7 MS. BUMGARNER: Right now, I'd kind of put  
8 off on the interval. I'd like to have an opportunity  
9 to read a couple of these orders that have just come  
10 out. I think that's a takeback for all of us to look  
11 at the orders.

12 MR. WILSON: Okay. In the last sentence,  
13 this is the first time you mentioned field connection  
14 point. Could you describe that?

15 MS. BUMGARNER: This last sentence actually  
16 came out of the discussions in Oregon, and I believe  
17 it talked about the cross-connection there with the  
18 subloop facilities, and so we did put the reference  
19 to Section 9.3, which is subloop unbundling, and  
20 that's where the field connection point is addressed,  
21 and that really is the cross-connection point that we  
22 have been looking at using, and that would really be  
23 where the CLEC brings up their facilities at one of  
24 our remote locations and orders an FCP.

25 And this, really, Ken, I think was trying

01604

1 to get at the situation you were talking about  
2 earlier on the interconnection, where you're asking  
3 to do a cross-connect, you're not really asking for  
4 collocation. And so I believe that, and I'd like to  
5 go back and talk with the people who are dealing with  
6 the subloop unbundling issues, but I really believe  
7 that the field connection point is really that point  
8 where they were looking to do that cross-connect  
9 effort.

10 Where you weren't asking for collocation or  
11 even if you were asking for collocation, like with  
12 adjacent collocation, it may still involve a field  
13 connection point.

14 MR. WILSON: Part of my concern here is  
15 that the descriptions that I had previously regarding  
16 field connection point was when that field connection  
17 point was something that needed to be built when  
18 there was no existing means of connection or  
19 interconnection to the subloop element. And as such,  
20 I had seen it in the next paragraph on adjacent  
21 remote collocation, but I'm a little surprised to see  
22 it in the leased existing space remote collocation,  
23 because I guess I had thought that it was, by  
24 definition, something that needed to be built in a  
25 new box. So I guess that's --

01605

1 MS. BUMGARNER: Well, my understanding of  
2 the FCP is that it is, in fact, a new box, and that  
3 it would be built whether you were dealing with the  
4 existing space or whether you were talking about  
5 adjacent space, that that cross-connection point  
6 needed to be put in place in either of those  
7 situations.

8 I'm trying to find the language on -- I  
9 mean, at some point we have to establish the  
10 cross-connection point, and I think the FCP was  
11 trying to address that. Have you talked about the  
12 field connection point at the subloop?

13 MR. WILSON: Well, they have, but the  
14 problem is the aspects of it that were collocation,  
15 they deferred to this workshop, so -- and so that's  
16 my issue. And I wasn't trying to answer-shop; I was  
17 trying to see if we can get a clear definition of it,  
18 because I understood it -- I think I understood the  
19 concept of field connection point in the adjacent  
20 remote collocation, but I didn't -- now that you're  
21 adding it to the leased existing space, I'm a little  
22 more concerned than I was because, I mean, from what  
23 I've seen about the field connection point, I mean, I  
24 would have to say it looks like Son of SPOT, if you  
25 will, the infamous SPOT frame, and that we're going

01606

1 to have the battle all over again about directly  
2 connecting, rather than having to go through a new  
3 point of interconnection, but now we're going to have  
4 it out in the field instead of in the wire center.

5           So that was kind of my concern. I can  
6 understand, if you need to build a new box, that what  
7 goes in it might be called an FCP, but if we're  
8 talking about existing space and we either want to  
9 put our equipment in that space or, as I've presented  
10 on the board, we merely want to connect to Qwest  
11 blocks, I'm becoming more concerned now that I'm  
12 starting to see the FCP creeping into the leased  
13 space, leased existing space section, as well as the  
14 adjacent section.

15           MS. BUMGARNER: Let me ask the question,  
16 then, back to the folks with the subloop, and make  
17 sure that we're understanding one another. I'll ask  
18 that question.

19           JUDGE RENDAHL: Mr. Menezes.

20           MR. MENEZES: One additional question. In  
21 8.2.7.4, one of the sentences has been discussed,  
22 it's about two-thirds of the way down, Existing space  
23 will not be made available where Qwest has designated  
24 the space for joint planned space. That's the first  
25 category. The second category is where Qwest has

01607

1 plans to use existing space to meet non-DSL expansion  
2 needs, and the third is where no space exists.

3 MS. BUMGARNER: Right.

4 MR. MENEZES: For the first two, from the  
5 discussion on the first one that we've had here  
6 today, you talked about reservation. The second  
7 appears to me to be reservation, as well, and there  
8 is a separate reservation process in Section Eight of  
9 the SGAT.

10 MS. BUMGARNER: Right.

11 MR. MENEZES: So my question is do you  
12 intend that reservation relating to remote  
13 collocation will follow the same process as that  
14 outlined in the reservation section, Section Eight in  
15 the SGAT? And at least for the second point, where  
16 Qwest has plans to use existing space to meet non-DSL  
17 expansion needs, when Qwest is -- that sounds to me  
18 like Qwest is reserving space for its future needs.  
19 So will the same parameters that we end up discussing  
20 and we haven't discussed them yet, and I think it's  
21 8.4.1.7, apply here in the same way.

22 MS. BUMGARNER: I thought that there was a  
23 provision, and maybe it's in the general part, that  
24 indicates that reservations for Qwest will be on the  
25 same basis as reservations are made for the CLECs.

01608

1 And I just need to find the section, but it would  
2 apply in any of the premises.

3 MR. MENEZES: Okay.

4 MS. BUMGARNER: Including remote. I'm just  
5 struggling to find where we put that particular  
6 section, but did you have another question?

7 MR. MENEZES: Yeah, you don't need to find  
8 it. I'm sure we'll pick up on it as we review other  
9 sections of the SGAT, so that's good. Now, in the  
10 first part of this clause, where Qwest has designated  
11 the space for joint planned space, the discussion was  
12 that now that's reserved space for the CLEC that has  
13 participated in the joint planning, and so I'm not  
14 sure -- I mean, we haven't discussed in the workshops  
15 yet, but the reservation provision, I don't know that  
16 there's anything in there that really contemplates  
17 what happens when a CLEC actually participates in the  
18 payment for space that's being built out and  
19 contemplates what happens if that CLEC backs out,  
20 terminates, you know, never brings its equipment in,  
21 it goes out of business before the space is completed  
22 or before it can move its equipment into the space.  
23 And I think an issue of -- and so related to that is  
24 how long does that reservation stand for such a CLEC?

25 I mean, I think there are lots of issues

01609

1 around that that I don't know that Qwest has  
2 addressed yet, so I want to throw that out as, you  
3 know, one of your additional things to think about  
4 with this provision.

5 MS. BUMGARNER: Thank you.

6 MS. HOPFENBECK: If I could add to  
7 something Mitch has just discussed, I just want to  
8 flag and have us think about the fact that in the  
9 recent collocation order that was issued by the FCC,  
10 the FCC really declined to adopt specific space  
11 reservation policies, because they felt that, with  
12 respect to that issue, state commissions were in a  
13 better position than the FCC was to assess the impact  
14 of space reservation on competition in their locale.

15 And I just -- I raise this because I think  
16 there are a lot of provisions that we've discussed  
17 this afternoon that really do implicate space  
18 reservation. And it seems to me to be a pretty  
19 important issue that could have far-reaching impacts  
20 on all of us. I mean, I think the whole question of  
21 joint planned space raises that issue. Certainly the  
22 provision that would limit CLECs from collocating at  
23 more remote premises, if Qwest had reserved space for  
24 itself, has potential impacts and with -- when you're  
25 talking about collocation at remote premises, you're



01610

1 conceivably talking about places where there is very  
2 limited space.

3           So I flag that, and I guess my question for  
4 Qwest would be what is Qwest's plan for this SGAT as  
5 sort of local or federal rules change? I mean, for  
6 example, if the state of Washington were to undertake  
7 an examination of the question of space reservation  
8 policies, does Qwest view it -- would this SGAT  
9 change to incorporate those new policies should new  
10 rules be adopted?

11           MR. CATTANACH: If I could take that. I'm  
12 sorry, I don't have a cite here, but I fairly  
13 distinctly recall that there's a general provision  
14 that anticipates exactly that.

15           MS. HOPFENBECK: That's what I thought.

16           MR. CATTANACH: I'll get the cite for you.  
17 I can't do it off the top of my head.

18           MS. HOPFENBECK: It is also something we  
19 might want to think about as a group, about whether  
20 we wanted to ask the state of Washington to do  
21 something on that issue.

22           MS. BUMGARNER: Just to step back, Mitch,  
23 to your question, it's actually Section 8.2.1.16.  
24 And that's one that speaks to that Qwest may retain a  
25 limited amount of floor space for its own specific

01611

1 future uses, provided, however, that neither Qwest  
2 nor any of its affiliates may reserve space for  
3 future use on terms more favorable than those that  
4 apply to the CLECs' reservations. It goes on from  
5 there. That's the general provision that applies to  
6 Qwest through all of those.

7 MR. MENEZES: Thank you.

8 MS. BUMGARNER: Are there any other  
9 comments around the existing space?

10 MR. KOPTA: I had one. A sentence that  
11 wasn't discussed before the shaded sentence at the  
12 end that reads, However, where Qwest is deploying  
13 remote DSLAM in existing sites, the CLEC will be  
14 given an opportunity for joint planned space, remote  
15 collocation, and this is referring to a previous  
16 sentence that we have discussed about an existing  
17 space will not be made available.

18 And I'm curious exactly what that sentence  
19 means. It's not clear, but it appears as though if,  
20 for one of the three reasons specified in the prior  
21 sentence, space is not available where the CLEC is  
22 requesting it, is this an offer by Qwest to jointly  
23 plan additional space if Qwest happens to be planning  
24 to deploy remote DSLAMs in that same site or a nearby  
25 site?

01612

1 MS. BUMGARNER: I believe that they were  
2 actually -- they were talking about that Qwest, in  
3 deploying the remote DSLAMs, that CLECs would be  
4 given the opportunity to jointly plan that, and so if  
5 they then came into that existing space where some  
6 space had been set aside for joint planned, that  
7 provisions -- that they would have had an opportunity  
8 to ask for space.

9 But given all the discussion around this,  
10 I, you know, I need to go back and ask them to  
11 clarify, you know, how that applies in the existing  
12 space as compared to the new space. Thank you. That  
13 is a confusing sentence following that.

14 MR. KOPTA: Yeah, thank you. And I guess  
15 part of that clarification is whether Qwest would be  
16 willing, in the event that space is unavailable in a  
17 particular location, to have the CLEC initiate some  
18 kind of a joint planned space remote collocation  
19 effort to provide additional space at or near that  
20 existing location.

21 JUDGE RENDAHL: Mr. Hsiao, did you want to  
22 make a comment?

23 MR. HSIAO: Yeah, I just had a -- I guess  
24 it's sort of a question. My concern is, looking at  
25 this language here about leased existing space, is

01613

1 that let's say a CLEC comes to you and says, Okay,  
2 you have an existing remote terminal out in this  
3 neighborhood and I want access to it, and space is  
4 denied by Qwest because there's no more room for any  
5 more DSLAMs in there. So you ask for an unbundled --  
6 you want unbundled packet switching then, under  
7 another part of the SGAT. Is Qwest's response, then,  
8 we'll build you new joint planned space, if you give  
9 us \$10,000, we'll build you more space and you can  
10 put your DSLAM in there, or at that point, are you  
11 going to be required to provide unbundled packet  
12 switching?

13 MS. BUMGARNER: That situation would  
14 actually be adjacent remote collocation. If there's  
15 no more space in that particular terminal or cabinet,  
16 what you're really saying, all the space is  
17 exhausted. So if you went to collocate there, it's  
18 really a matter of adjacent remote collocation, which  
19 will require building a new remote cabinet adjacent  
20 to the one that we have there.

21 MR. HSIAO: I guess -- but I want the  
22 reverse. I want unbundled packet switching. Are you  
23 saying that every provision here is going to sort of  
24 negate the ability to get unbundled packet switching,  
25 because you're always offered more space, as long as

01614

1 you pay for it?

2 MS. BUMGARNER: I guess I -- okay.

3 MR. CATTANACH: The answer is I think we  
4 need to look at -- the provision that was referenced  
5 earlier, I looked at it briefly to see how those two  
6 fit together. I don't know the answer to that, but I  
7 do have some concerns that you can just automatically  
8 get unbundled packet switching on space. I don't  
9 think that's the case, but rather than make that  
10 representation, we needed to take it back, look at  
11 it, and tell you how those two provisions work in  
12 tandem.

13 MR. HSIAO: Okay. I guess another just  
14 sort of general concern about the whole idea of joint  
15 planned space is any party or any CLEC that's going  
16 to participate in joint planned space is likely to be  
17 at a disadvantage to any other CLEC that comes along  
18 later, because they're always going to be able to  
19 come in and say, I want unbundled packet switching.  
20 They don't have to pay the up-front cost for the  
21 joint planned space that the other -- first mover  
22 CLECs had to pay for.

23 So I don't see any reason why a CLEC would  
24 want to participate in joint planned space  
25 negotiations.

01615

1                   JUDGE RENDAHL: Are there any other  
2 comments on this section, 8.2.7.4, before moving onto  
3 the adjacent remote collocation definition? Okay.  
4 Then let's keep going to 8.2.7.5.

5                   MS. BUMGARNER: Okay. This is the adjacent  
6 remote collocation. This really addresses the  
7 situation where space is exhausted in our existing  
8 premise, and it allows for the CLEC to construct a  
9 remote cabinet. And this, again, is on property  
10 that's owned, leased, or otherwise controlled by  
11 Qwest. Open it up for questions.

12                   MS. HOLIFIELD: Margaret, can I ask  
13 something? When I go through this, I don't see any  
14 -- maybe I'm just missing it. The next key  
15 provisions do not address adjacent, so you don't have  
16 a section that covers adjacent that talks about the  
17 terms and conditions. Now, am I reading this wrong?

18                   And if that's the case, are you going back  
19 to the adjacent collocation for the terms and  
20 conditions?

21                   MS. BUMGARNER: No, this really is for the  
22 adjacent remote. I believe, and I'm just checking on  
23 this, I believe that the intention around the  
24 adjacent collocation situations were not to lay out  
25 specific terms and conditions on this; they were

01616

1 individual case basis, because they can be so  
2 different around adjacent, depending on the  
3 circumstances involved, the CLEC building the  
4 cabinet, what kind of an FCP interconnection we're  
5 providing, because the CLEC is building that adjacent  
6 collocation, the CLEC may need to get rights-of-way  
7 building permit kinds of things, don't know what  
8 those time frames might be. So we've left adjacent  
9 as individual case basis around what the  
10 circumstances are.

11 MS. HOLIFIELD: So it's kind of a trust me,  
12 ma'am. I'm having a hard time figuring out --

13 MS. BUMGARNER: We've never done any, I  
14 guess, you know, around the adjacent -- whether  
15 you're talking adjacent wire center or adjacent  
16 remote collocation.

17 MS. HOLIFIELD: But as I -- I'm sorry. As  
18 I recall, on the adjacent collocation, you had a  
19 whole series of rules, I thought, and I thought we  
20 had some interesting discussions about them. Now,  
21 maybe I'm wrong.

22 MS. BUMGARNER: I think, on the adjacent  
23 for the wire center, that also is on an individual  
24 case basis. I'm trying to find the provision.

25 MS. HOLIFIELD: Well, you have Section

01617

1 8.2.1, terms and conditions for all collocations, so  
2 that would cover these two; right?

3 MS. BUMGARNER: Yes.

4 MS. HOLIFIELD: So in this one, you might  
5 have the same kind of questions we had with the  
6 adjacent, such as ownership; right?

7 MS. BUMGARNER: Yes.

8 MS. HOLIFIELD: And you're addressing that  
9 back there, I think?

10 MS. BUMGARNER: Yes.

11 MS. HOLIFIELD: Okay. Thank you.

12 MR. ZULEVIC: You had mentioned right away  
13 easement issues having to be resolved with respect to  
14 adjacent remote collocation. Is this something that  
15 Qwest is going to undertake on behalf of the CLEC who  
16 requests adjacent?

17 MS. BUMGARNER: No, that's not our  
18 intention to seek building permits or rights-of-way  
19 permits, since we will not be building these  
20 particular structures, the CLEC would be building the  
21 structure, but we'll provide whatever information or  
22 approvals are needed by the CLEC. But we won't be  
23 seeking building permits or municipal approvals,  
24 whatever those might be, primarily because the CLEC  
25 will be using their own contractor and they'll be



01618

1 really kind of just making those decisions on going  
2 to, and so we don't want to get in the middle of  
3 that.

4 MR. ZULEVIC: To the extent that the  
5 adjacent space that is available is on a piece of  
6 property where you currently have a right-of-way  
7 and/or an easement for the existing remote terminal,  
8 will the CLEC have to -- will we be able to utilize  
9 the existing easement right-of-way that you already  
10 have, or would you require us to go back and  
11 negotiate with whoever actually owns the property or  
12 what have you?

13 MS. BUMGARNER: I'm not the expert on  
14 poles, ducts and rights-of-way, but I think it  
15 differs depending on what those agreements are. So  
16 that's probably better looked at under, you know,  
17 what kind of a public right-of-way it is, what kind  
18 of an agreement exists, is it a private property  
19 owner that has granted an easement and what the  
20 requirements are around that. That's why I think  
21 it's -- it would be hard to repeat all of those under  
22 adjacent collocation. I think they're really more  
23 around the rights-of-way issues.

24 MR. ZULEVIC: Okay. As right-of-way or  
25 easement issues pertain to the joint planned space or

01619

1 leased existing space, would there be any issues  
2 having to do with right-of-way or easements that you  
3 would see having to be dealt with, or is this better  
4 left until we get into that particular section of the  
5 SGAT?

6 MS. BUMGARNER: Well, I think we've already  
7 addressed the checklist item for the poles, ducts and  
8 rights-of-way here in Washington, but I mean, the  
9 same rules would apply for building adjacent here.  
10 If it's a CLEC's use of that property, what are the  
11 rights-of-way rules for that particular one or the  
12 lease type rules, and I can't speak to those. I  
13 really -- that's not something I dealt with.

14 JUDGE RENDAHL: Mr. Cattanach.

15 MR. CATTANACH: I can't speak in specifics,  
16 but just so -- I think we're understanding. My sense  
17 is, for new space, joint planned space, Qwest takes  
18 the initiative. It's our burden to get whatever  
19 permits, et cetera, we have to get. So that  
20 shouldn't be an issue there.

21 For a leased space, it's already there, so  
22 I think any rights-of-way issues have been solved.  
23 So I would not anticipate -- I may be missing  
24 something, but I wouldn't anticipate that we'd have  
25 rights-of-way kinds of issues with those two. But I

01620

1 think with adjacent remote, you very well could have  
2 rights-of-way issues, and they'd have to be dealt  
3 with I think under some of the prior workshop  
4 discussions.

5 MR. ZULEVIC: Okay. That answered my  
6 question. Thank you very much.

7 MR. MENEZES: Mitch Menezes, AT&T. In this  
8 provision, the term cabinet is used in a couple of  
9 places, and on the second line, allows an adjacent  
10 remote cabinet to be constructed by a CLEC, and then  
11 it's also repeated on the third line, is there a  
12 reason why the term cabinet is used? I'm not sure I  
13 know, you know, what that word means exactly, but was  
14 there any particular intent behind use of the word  
15 cabinet?

16 MS. BUMGARNER: Not particularly. If  
17 there's a better phrase that you --

18 MR. HSIAO: How about facility?

19 MS. BUMGARNER: It's not really a facility.

20 MS. FRIESEN: How about premises?

21 MS. BUMGARNER: It's not really a premises.

22 MR. MENEZES: How about something like  
23 cabinet, hut, or other similar structure? Does that  
24 make sense?

25 MS. FRIESEN: What does the FCC say?

01621

1 JUDGE RENDAHL: Would this be a good time  
2 to take a break for about 10 minutes, if we're going  
3 to keep going? Let's be off the record for a minute.

4 (Recess taken.)

5 JUDGE RENDAHL: Let's be back on the  
6 record. While we were off the record, we decided  
7 that we would complete our discussion of Section  
8 8.2.7 on remote collocation today, tomorrow will be  
9 an off day, and on Friday we will reconvene here in  
10 this room at 9:00 and discuss resale, and then we  
11 will be in recess. And we also discussed scheduling  
12 a continuation of the workshop on the 28th and 29th  
13 of November, a location to be determined, and that  
14 will be solely on collocation.

15 Okay. Let's go forward. Where are we now  
16 on remote collocation? We're starting at 8.2.7.6?

17 MS. BUMGARNER: Yes.

18 MR. MENEZES: We're not quite done with .5.

19 JUDGE RENDAHL: Are we not quite done with  
20 adjacent?

21 MR. MENEZES: You already had the comment  
22 about cabinet.

23 MS. BUMGARNER: Oh, right, cabinet.

24 MS. FRIESEN: Well, you had mentioned  
25 structure, and I'm looking at the FCC's recent order

01622

1 on adjacent collocation, and they used controlled  
2 environmental vault or similar structures, so maybe  
3 -- the vault doesn't work for remote, but perhaps we  
4 should use structures and/or cabinet. Is that what  
5 you're suggesting?

6 MR. MENEZES: Yeah, it seems broad enough.

7 MS. BUMGARNER: Fine with me. I sort of  
8 vaguely recall some discussion about using the word  
9 structure and changing it to something else.

10 MR. MENEZES: Yeah, that was the premise.  
11 That was degrees of threat.

12 MS. BUMGARNER: I will change it to  
13 structure. I think I'm going to note next to it that  
14 it's Mitch.

15 MR. MENEZES: The last sentence of 8.2.7.5,  
16 Space can include access to AC power. So the  
17 question is, DC power, is that not available in  
18 these?

19 MS. BUMGARNER: It would be both.

20 MR. MENEZES: It would?

21 MS. BUMGARNER: Yeah.

22 MR. HARLOW: Slash DC.

23 MS. BUMGARNER: Maybe if we just put AC and  
24 DC power, or just power.

25 MS. STRAIN: In other paragraphs, you've

01623

1 got AC/DC power, if you look at 8.2.7.3, for example.  
2 MS. BUMGARNER: Yeah, it's both.  
3 JUDGE RENDAHL: So maybe just some  
4 consistency on this throughout this section, just  
5 power or AC/DC or --  
6 MR. MENEZES: I think it would help if it  
7 were AC/DC power, particularly if it's used  
8 elsewhere.  
9 MR. HARLOW: It's used in three above.  
10 MS. BUMGARNER: Right. I think maybe it's  
11 just a typo.  
12 MR. MENEZES: Okay. Thank you.  
13 JUDGE RENDAHL: Okay. Is that it on 8.2.7  
14 -- Ms. Friesen.  
15 MS. FRIESEN: I just have one question.  
16 Margaret, I'm trying to understand the FCP and the  
17 cross-connections. If there's a pedestal and it's  
18 full, it's an exhaust, and I build an adjacent  
19 pedestal, then do I also have to build something  
20 called an FCP to run the cross-connect through? How  
21 does that work?  
22 MS. BUMGARNER: As I understand the FCP,  
23 which it's actually in the subloop unbundling  
24 section, you actually have to order the FCP, and we  
25 build the FCP. It's really the cross-connect point

01624

1 for that subloop unbundling.

2 MS. FRIESEN: So I have to build the  
3 pedestal, you build something called an FCP that  
4 connects the two pedestals; is that --

5 MS. BUMGARNER: I guess that would be a  
6 fair way. It's where our network would cross-connect  
7 with your network. And what they've been calling it  
8 is this field connection point. If you build the  
9 pedestal, I don't know what one looks like. I think  
10 they're still looking at different vendor products  
11 for this, but it's another point, and I think it may  
12 be located inside our cabinet, if there were room,  
13 but I think they're mostly looking at it being a  
14 separate cross-connect box next to our pedestal.

15 MS. FRIESEN: Okay. And the wires, the  
16 cross-connect wires go through the box; is that what  
17 you're suggesting, then, if I understand it?

18 MS. BUMGARNER: Yes, I mean, that's my  
19 understanding of it. But I have to admit, I'm not  
20 dealing with the subloop stuff. That's really not my  
21 piece of it. Mike looks like he's anxious to add.

22 MR. ZULEVIC: I'm ready.

23 MS. BUMGARNER: You can add, because that's  
24 really not my part.

25 MR. ZULEVIC: This was discussed in the

01625

1 workshop in Colorado, and the FCB concept is  
2 something that really, we've got some problems with  
3 -- in the case where it is really not necessary in  
4 order to provide a cross-connect capability, it's  
5 almost a redundant cross-connect capability that the  
6 CLEC has to build or install. Whereas there very  
7 well could be sufficient capacity in an existing  
8 Qwest cross-connect box to be able to do the  
9 cross-connect, here we're now creating this new FCP  
10 that, again, is really just redundancy and additional  
11 cost that's going to have to be incurred.

12           So to the extent that that is still up in  
13 the air, I think any reference to an FCP being a part  
14 of this particular offering I would have a real  
15 problem with.

16           MS. BUMGARNER: So we'll just put that  
17 sentence as open, but it is being addressed as part  
18 of that subloop workshop?

19           MR. ZULEVIC: Yes, it is.

20           MS. BUMGARNER: Okay.

21           MS. FRIESEN: But also as collo; right?  
22 Because in order for me to get collocation in an  
23 adjacent pedestal, I now have to do it via this thing  
24 called an FCP. I can't just do adjacent collocation.

25           MS. BUMGARNER: Well, if I understood Mike



01626

1 right, you could build the adjacent. The question is  
2 how you bring it into the Qwest remote premise and  
3 cross-connect, right, to the subloop?

4 MR. ZULEVIC: Yes, that's correct.

5 MS. BUMGARNER: Okay. It would be  
6 something like a stubbed facility piece between the  
7 two, like if you built an adjacent coming in to our  
8 remote.

9 MR. ZULEVIC: Pretty much. I think the  
10 concept of the FCP is that a cable would be stubbed  
11 out of your remote or your cross-connect box to this  
12 FCC cross-connect box, and then we would then, in  
13 turn, have to put our cable into that very same box  
14 in order to cross-connect between the two, rather  
15 than just allowing the CLEC to run our cable that's  
16 directly into your box to a designated cross-connect  
17 block and just make one cross-connect there.

18 MS. BUMGARNER: Okay. So it really isn't  
19 affecting, like, that collocation piece. It really  
20 is where that connection is going to take place for  
21 the subloop, whether it's at the Qwest connection or  
22 this FCP. So if we put that sentence as open --

23 MR. ZULEVIC: I think that would take care  
24 of it if you put it as open, because as it reads  
25 right now, we couldn't do that until the other issue

01627

1 is resolved.

2 MS. BUMGARNER: Okay. We'll just put it  
3 open as part of the subloop issues or workshop.

4 JUDGE RENDAHL: And does that apply to both  
5 8.2.7.4 and 8.2.7.5?

6 MS. BUMGARNER: I would assume it's  
7 probably the same question.

8 MR. WILSON: Yes, it's the same issue that  
9 I raised in the paragraph above, and I agree  
10 completely with what Mike is saying on 8.2.7.5. It's  
11 the same issue.

12 MS. BUMGARNER: Okay. Thank you, Mike.

13 MS. STRAIN: So the resolution is that -- I  
14 thought the question was whether there was a way to  
15 do the cross-connection other than via an FCP, and if  
16 so, would that be a subloop issue or would that be a  
17 collocation issue?

18 MS. BUMGARNER: Well, if I understood Mike  
19 right, it's really being addressed at the subloop  
20 workshop about where that is. The space provided for  
21 it, I suppose once the decision's made, we'd know  
22 whether that -- well, actually, it doesn't matter  
23 where the space is for the cross-connect where it  
24 ends up, the collocation that's being provided to the  
25 CLEC is either in the existing space or adjacent.

01628

1 The question that's open is the actual cross-connect  
2 point for the subloop.

3 MS. STRAIN: Okay.

4 MS. BUMGARNER: But I mean, we'll hold that  
5 open right now.

6 MS. STRAIN: Okay.

7 MR. WILSON: Yeah, this is Ken Wilson  
8 again. It's not clear, either on 8.2.7.4 or 8.2.7.5  
9 if we can fix the language leaving FCP in as an  
10 option with other options or if we will be at impasse  
11 on the FCP in these paragraphs. So leaving it open  
12 is probably the correct thing to do for the moment,  
13 because I don't think that we understand from Qwest  
14 exactly the interplay between the collocation and  
15 subloop to where we could say if there's a way to fix  
16 this or not.

17 MS. BUMGARNER: Right. We need to make  
18 sure it's clear between the two workshops what's  
19 getting addressed. Any more questions on the  
20 8.2.7.5? Okay.

21 JUDGE RENDAHL: Let's move on to the terms  
22 and conditions, then, 8.2.7.6. Ms. Bumgarner, do you  
23 need to do any initial discussion, or is this just  
24 open for discussion?

25 MS. BUMGARNER: I believe it's just open

01629

1 for discussion. I think we've probably already  
2 talked about some of these as we've talked through  
3 the previous sections above, so --

4 JUDGE RENDAHL: Let's start with 8.2.7.6.1.  
5 Any comments, discussion?

6 MR. WILSON: It's Ken Wilson. Just looking  
7 at 8.2.7.6.1, I think a number of questions  
8 immediately pop up. I don't think there's enough in  
9 this sentence -- in other words, it begins, CLEC will  
10 be responsible for all associated costs for physical  
11 cabinet space. Now, let's stop there first. That's  
12 pretty vague, because the physical cabinet space in  
13 leased existing space for remote collocation is being  
14 shared with Qwest, so I think the statement is too  
15 broad, as applied to leased existing space remote  
16 collocation. I guess theoretically you could say,  
17 for joint planned space, it means the part of the  
18 space that the CLEC will use, but that's probably  
19 also a little vague.

20 Then we get to the word -- the next word,  
21 terminations, I would assume that, in some cases,  
22 those are shared with Qwest, as well, so I don't  
23 believe that a CLEC would have all responsibility for  
24 the terminations, either.

25 The next words, feeder distribution

01630

1 interface usage and/or modification, I think is out  
2 of place, because FDI, if you look back at the  
3 diagram that I drew, which is Exhibit 388, there are  
4 many more places that we need to talk about than just  
5 FDI, so I'm not sure that a specific reference to a  
6 specific point should be in a general sentence like  
7 this. And then, who knows what et cetera means, but  
8 -- in this context.

9 MS. BUMGARNER: That was the best part.

10 MR. WILSON: I guess it means all the rest  
11 that's not there. Other than that, it's a good  
12 paragraph.

13 MS. BUMGARNER: Thanks. I kind of liked  
14 it.

15 JUDGE RENDAHL: So I'm assuming that's a  
16 Qwest takeback?

17 MS. BUMGARNER: Yes.

18 JUDGE RENDAHL: Okay. Any other comments  
19 on that section?

20 MR. CATTANACH: Could I just ask a brief  
21 question, Your Honor? Is there any concern about  
22 paying -- we had a general notion of proportionate  
23 share. I mean, assuming you could figure out a way  
24 to make this clear, is there a problem with the  
25 concept, as opposed to its implementation, which

01631

1 you've identified is less than stellar?

2 MR. WILSON: Well, I think it would  
3 certainly break it in. I don't think you could  
4 combine joint planned and leased existing in the same  
5 paragraph. I think, from our discussion over the  
6 last few hours, they are quite different. One may  
7 become the other after it's built, but -- so you  
8 might think about that.

9 And then, if you're planning just a broad  
10 paragraph here, you probably need to do just that,  
11 make it cover all of the potential collocation  
12 locations and then perhaps embrace the concept of  
13 sharing and proportional responsibility and space, et  
14 cetera, and when you're doing that.

15 MS. BUMGARNER: The next section,  
16 8.2.7.6.2.

17 MR. KOPTA: We had some discussion, I  
18 think, about some of this, but I don't recall whether  
19 there was an explanation of why, in these  
20 circumstances, the CLEC pays 100 percent before  
21 construction begins, whereas for other forms of  
22 collocation it's 50 percent.

23 MS. BUMGARNER: I think our view on this  
24 one is that, in terms of these remote collocations,  
25 you're talking about very small spaces, probably

01632

1 small amounts of money. So we were looking at just  
2 collecting the hundred percent before we actually  
3 started doing construction in these.

4 MR. CATTANACH: That being the  
5 administrative cost of keeping track of half now,  
6 half later, from your side, our side.

7 MS. HOPFENBECK: I believe in Oregon we had  
8 a fairly lengthy discussion about sort of the  
9 difficult issues that this raises about ownership of  
10 the facilities. And then Doug raised in this  
11 proceeding the same thing that was raised in Oregon  
12 about the possibility of double recovery.

13 And particularly, I just wanted to point  
14 out here the language in 8.2.7.4, which references  
15 the charges that CLECs will pay on a monthly basis  
16 for use of space for leased existing space and this,  
17 which talks about paying for 100 percent of the  
18 collocation cost when it begins.

19 Now, it could be that this monthly charge  
20 and the construction costs are slightly different for  
21 slightly different items, and I think my question to  
22 you would be how are those different? What's the  
23 basis for assessing both a monthly charge in that  
24 instance and 100 percent of construction costs? I  
25 think it would be important to us for you to

01633

1 establish that it wasn't double recovery and that  
2 there were no overlap in those charges.

3           And then, the next question is how do we  
4 deal with this knotty question about ownership once  
5 the CLEC has paid 100 percent for the facility that's  
6 located there. What if the CLEC were to leave?  
7 Would the CLEC have the right to take the equipment  
8 with them, like the DSLAM or something?

9           MS. BUMGARNER: This actually is not the  
10 structure. I think where that question came up was  
11 about the building of a structure, and then the  
12 ownership reverting to Qwest, like a CLEC building a  
13 structure. This is not the same situation. This is  
14 really talking about Qwest building, like, the  
15 collocation space, making the provisions for that  
16 space, as we do like in a wire center.

17           And so when you're talking about remote,  
18 that may be a very small, very minor amount. I think  
19 that's why they were looking at recovery of the  
20 hundred percent up front, rather than  
21 administratively trying to keep track of the stuff  
22 before and after the build. But the construction, I  
23 believe is -- that you're talking about on the joint  
24 planned space, is the provision 8.2.7.7.1, and I  
25 think that's where the question was raised earlier



01634

1 that we said we'd take as a takeback about the  
2 payment of costs on the building or the build-out and  
3 double recovery, that sort of stuff.

4 MR. KOPTA: I'm still a little concerned.  
5 Back to the point that I initially raised, and I  
6 understand your explanation, but part of the concern  
7 that I have arises out of Section 8.2.7.6.9, where  
8 pricing and intervals are ICB basis. So while it's  
9 possible that it may be a small amount, the CLEC's  
10 not going to know what that amount is until they  
11 actually get the quote, nor will they know what the  
12 interval will be, and yet they're being asked to pay  
13 not only a field verification and quote preparation  
14 fee, but also 100 percent of the costs before  
15 construction even begins.

16 And I suppose if the administrative burden  
17 were the only issue, then it could just as easily be  
18 that the CLEC would pay 100 percent once the  
19 construction is completed, which would also provide  
20 an additional incentive to make sure that things get  
21 done according to whatever the interval happens to  
22 be.

23 MS. BUMGARNER: And let me take that back  
24 and I'll ask the question about that.

25 MR. KOPTA: Thank you.

01635

1 JUDGE RENDAHL: Okay. Let's move on to  
2 8.2.7.6.3. Any issues, concerns there, Mr. Wilson?  
3 MR. WILSON: Well, it probably -- this  
4 issue of width and height would probably be addressed  
5 in the quote process and space would be allocated in  
6 the cabinet, I would assume, so I would think this  
7 paragraph should somehow relate to that quote process  
8 and what's on the quote, et cetera, rather than  
9 essentially just saying it should fit, which is what  
10 it appears to do right now.  
11 MS. BUMGARNER: If it doesn't fit, there's  
12 not enough space; right?  
13 MR. WILSON: Well --  
14 MS. BUMGARNER: I'm sorry.  
15 MR. WILSON: It might fit if we took  
16 everything of yours out, but that's probably not the  
17 point.  
18 MS. BUMGARNER: We'll lay it down.  
19 JUDGE RENDAHL: Any other concerns about  
20 that section? So I'm assuming that's, again, a Qwest  
21 takeback?  
22 MS. BUMGARNER: Yes.  
23 JUDGE RENDAHL: Ms. Anderl.  
24 MS. ANDERL: Yeah, let me just ask a  
25 clarifying question. I mean, are you just looking

01636

1 for some language that says something like "as set  
2 forth in the quote" or --

3 MR. WILSON: Yes, I would think so. That  
4 it should be related back to the order, the ordering  
5 and quoting process, which I would think would lay  
6 out the space available and your requirements for the  
7 space, et cetera.

8 JUDGE RENDAHL: Okay.

9 MS. BUMGARNER: The next provision,  
10 8.2.7.6.4.

11 MR. MENEZES: Mitch Menezes, AT&T. This  
12 provision, just to make sure we're clear, 8.2.7.6.4  
13 and 8.2.7.6.5 both go to the issue of whether CLECs  
14 can have virtual collocation in remote premises?

15 MS. BUMGARNER: Yes.

16 MR. MENEZES: So they're open on that  
17 topic.

18 MS. ANDERL: But if it's physical  
19 collocation, you don't have any problem with the  
20 provisions?

21 MR. MENEZES: I think that's correct.

22 MR. WILSON: The one thing I would note  
23 that's missing is some statement of access to the --  
24 to the collocation in both this paragraph and the  
25 next one on maintenance. It was the first thing that

01637

1 came to mind.

2 MS. BUMGARNER: I was saying, I think those  
3 are -- I don't think we addressed those individually  
4 in each of the types of collocation. I believe  
5 that's in the general provisions for all collocations  
6 that we would provide access and --

7 MR. WILSON: Well --

8 MS. BUMGARNER: We're going to get you your  
9 own can rich, I already promised that to you.

10 MR. WILSON: No, I think you may have a  
11 problem relating the general terms of collocation to  
12 the remote collocation section, and this hour in the  
13 day, the bathroom section comes to mind. I think  
14 there are a lot of terms and conditions in the  
15 general part that probably don't apply to this, and  
16 you know, as far as the access and the general terms,  
17 it talks about card readers and doors and things that  
18 probably don't have much to do with a lot of remote  
19 collocation, so you may want to check that out and  
20 see if, one, you shouldn't segment out in some, you  
21 know, more explicit way those terms from this type of  
22 collocation, and this type may need its own section  
23 on general terms. The crossover may be tough.

24 MS. BUMGARNER: Okay. We'll take a look at  
25 it.

01638

1                   JUDGE RENDAHL: Any other comments on  
2 either .4 or .5? it seems we had addressed both.  
3 Ms. Holifield.  
4                   MS. HOLIFIELD: Is there a question pending  
5 on virtual on this?  
6                   MS. BUMGARNER: Yes.  
7                   MS. HOLIFIELD: And that's a takeback for  
8 you?  
9                   MS. BUMGARNER: Yes.  
10                  MS. HOLIFIELD: Okay. I just wanted to  
11 make sure.  
12                  JUDGE RENDAHL: And also a takeback on the  
13 question about or the request to segment out some  
14 general terms; correct?  
15                  MR. WILSON: Yes.  
16                  MS. BUMGARNER: For access kinds of things  
17 and general.  
18                  JUDGE RENDAHL: So can we move on to  
19 8.2.7.6.6. Mr. Hsiao.  
20                  MR. HSIAO: Yeah, I think -- I'd say that  
21 there's something lacking in terms of how to go about  
22 ordering a remote collocation. I'm not sure whether  
23 there's another part of the collocation section that  
24 deals with ordering a remote collocation, but I sort  
25 of recall us talking about how do you go about

01639

1 identifying where the remote collocation is and then  
2 submitting an application for that and finding out  
3 where the exact geographical placement of those  
4 terminals are.

5 MS. BUMGARNER: We started with the remote  
6 collocation. Those are in the earlier sections that  
7 we skipped over we'll go back to.

8 JUDGE RENDAHL: So are you saying that  
9 there's a more detailed description of ordering in  
10 those sections?

11 MS. BUMGARNER: You're just asking about  
12 how does he find out where these locations are, and  
13 in the earlier sections, there's a part that provides  
14 a way that CLECs can ask for addresses of terminals  
15 that serve a particular neighborhood or area.

16 JUDGE RENDAHL: Would that need to be  
17 cross-referenced here?

18 MS. BUMGARNER: Yes, it's 8.2.1.9.1.  
19 Excuse me, the last number is a two.

20 JUDGE RENDAHL: And I guess I was just  
21 wondering whether it makes sense to cross-reference  
22 to here for clarity.

23 MR. HSIAO: This is Doug, with Rhythms. If  
24 that section does sort of explain how to go about  
25 ordering a remote collocation, then I think we could

01640

1 just take this entire subsection out.

2 MS. BUMGARNER: It doesn't go to ordering  
3 remote collocation; it goes to how -- the question  
4 that came up around the space availability report  
5 relative to remote collocation was how can we ask for  
6 the space availability report for remote, because we  
7 don't know where all of these are. It's not as easy  
8 to spot these as it is a wire center building. We  
9 may not be familiar with an area or know which  
10 terminals are serving the area.

11 So we added a section that we've put  
12 provisions in that allow a CLEC to ask for addresses  
13 on the terminals, try to identify the neighborhood or  
14 the building or location that they're trying to serve  
15 and that we will provide the addresses and  
16 information on those remote premises. So that just  
17 identifies the locations for those.

18 This provision is really saying, now, once  
19 we've identified those for you, you need to fill out  
20 a collocation order form for remote collocation.

21 MS. YOUNG: Margaret, this is Barb Young.  
22 Can I just ask a quick question about that space  
23 availability report? If I remember correctly, we  
24 would have to pay for that?

25 MS. BUMGARNER: Yes.

01641

1 MS. YOUNG: So would we have to pay for  
2 that to find out the correct address so we could fill  
3 the form out correctly?

4 MS. BUMGARNER: I think that, on this  
5 particular provision, in most instances, you are  
6 probably going to know the address, if you're talking  
7 about a building of some type. And that report was  
8 really aimed at getting information around terminals  
9 for particular neighborhoods, that kind of thing, and  
10 for us to sit down and try to develop what's serving  
11 those areas.

12 I think probably the majority of cases,  
13 you're going to know the address for the terminal  
14 that you're asking for collocation in. I would say  
15 that the inventory request is going to be very few.

16 MS. YOUNG: Thanks.

17 MR. ZULEVIC: Can you tell me if Qwest has  
18 already modified their collocation application to  
19 provide for remote terminal collocation requests?

20 MS. BUMGARNER: We're working on that.  
21 Actually, the collocation application form that we  
22 currently have is for the wire center. I mean,  
23 that's what it was developed for. And part of these  
24 meetings that we've been having with the CLECs and  
25 putting together the documentation around remote,



01642

1 they are working on the form for requesting the  
2 remote collocations. What they're telling me is it  
3 will probably be available in draft form in the next  
4 month or two, and then I think they'll be sharing  
5 those with the CLECs at those meetings, as well.

6 MR. ZULEVIC: One other question on this  
7 section. Can I assume that the recent FCC rules  
8 having to do with collocation intervals, wherein  
9 there is, I believe, a 10-day time period for  
10 resolving any discrepancies on a collocation  
11 application, that that would apply to this  
12 application so far as the overall interval is  
13 concerned and so forth?

14 MS. BUMGARNER: Yes.

15 MR. HARLOW: Fairly minor point, but the  
16 word "their" should probably be "its."

17 MR. KOPTA: Actually, to follow up on  
18 Mike's comment, rather than assuming that is the  
19 appropriate interval, again, in light of Section  
20 8.2.7.6.9, where we have a provision that seems to  
21 trump the other provisions talking about intervals in  
22 Section Eight of the SGAT, it might be beneficial to  
23 have that interval at least in Section 8.2.7.6.6.

24 MS. BUMGARNER: Well, I'll make sure. That  
25 was the 10-day provision that would allow you to

01643

1 correct something and sort of retain your place in  
2 line in case something happened?

3 MR. ZULEVIC: Right. It does that, and  
4 also it allows us to make changes where there was a  
5 misunderstanding without incurring any additional  
6 charges.

7 MS. BUMGARNER: Okay.

8 MR. KOPTA: Although I guess I would add to  
9 that just the note that there are intervals in other  
10 provisions of the SGAT dealing with collocation that  
11 if, for some reason, the application form is  
12 deficient, that Qwest will notify the CLEC within 10  
13 days of the deficiency and would expect that that  
14 would be the same thing under these circumstances,  
15 and that ought to be noted here if it's not going to  
16 be incorporated as part of the general intervals that  
17 are elsewhere in the SGAT.

18 MS. HOLIFIELD: If I might, the ordering  
19 section is 8.4.1, and it talks about ordering all  
20 collocations. So you may have to do what Ken was  
21 suggesting in the other, go through this and see how  
22 much of it really relates to your remote collocation.  
23 And it does have the time intervals that you're  
24 talking about.

25 MS. BUMGARNER: Right.

01644

1           MR. KOPTA: And it may be that 8.2.7.6.9  
2 would need to have some kind of qualifier to it,  
3 except as provided in Section 8.4 or something like  
4 that to make it clear that we're not talking about no  
5 intervals whatsoever, but that there are intervals  
6 that are generally applicable that also are  
7 applicable to remote premises.

8           MS. BUMGARNER: Okay. We'll take a look at  
9 those.

10          MR. KOPTA: Thanks.

11          JUDGE RENDAHL: Anything further, or can we  
12 move on to 8.7.6.7?

13          MR. MENEZES: I just had one question.  
14 Margaret, you've mentioned a couple of times about  
15 meetings with CLECs. Where are those meetings being  
16 held and who is participating, do you know?

17          MS. BUMGARNER: I'm not positive who all's  
18 participating in the meetings. I indicated I'd go  
19 back and ask the questions about the notification  
20 that went out, but I think they've been meeting for  
21 some time on the joint planned, and I'm assuming  
22 notification went out through the account managers,  
23 but I'll need to verify with them exactly how they  
24 did that.

25          MR. MENEZES: And I'd be curious to know

01645

1 who particularly from AT&T is participating in those  
2 meetings so that we -- you know, I wasn't aware of  
3 them and it would be helpful to have that for someone  
4 to talk to.

5 MR. KOPTA: On subsection seven  
6 specifically, is this the same limitation applicable  
7 to any kind of collocation request, so that if a CLEC  
8 wants to request collocation in multiple wire  
9 centers, for example, that it has a one wire center  
10 perform requirement?

11 MS. BUMGARNER: Yes, it is.

12 JUDGE RENDAHL: Are there any other  
13 comments on 8.2.7.6.6?

14 MR. ZULEVIC: The only comment I'd make on  
15 that is that my experience with -- especially early  
16 on with the Qwest collocation requests, they've been  
17 rather difficult to understand exactly what needs to  
18 be filled out, how to fill them out, and sometimes a  
19 rule like this, that only one can be applied for,  
20 could be a misunderstanding and something that may  
21 fall within that 10-day period to, rather than reject  
22 it, to give the CLEC an opportunity to submit four  
23 additional or whatever the case may be.

24 JUDGE RENDAHL: I think that went to .7.  
25 Is there anything on .6 left? Hearing nothing, let's

01646

1 keep going on .7. Anything else on .7?

2 MS. ANDERL: Sounds like an auction.

3 JUDGE RENDAHL: I was going to say, sounds  
4 like an auction. So Mr. Zulevic, you're suggesting  
5 that there may need to be some review of the form  
6 before it's finalized?

7 MR. ZULEVIC: I think that would be a real  
8 good idea to have that happen. And again, rather  
9 than just flat projecting one because more than one  
10 was included, I think that there should be some  
11 dialogue and an opportunity to delete all but one,  
12 for instance, and then generate additional requests  
13 that would fall into a different interval.

14 Now, just a question, too, on the joint  
15 planned space applications, where this is an ongoing  
16 planning process and so forth. Wouldn't it be more  
17 expedient, possibly, to go ahead and apply for all of  
18 them within a given wire center at the same time?

19 MR. HARLOW: That's really the parity  
20 issue, because we assume that, through the planning  
21 process, Qwest will, once it finishes the plan, it  
22 will implement maybe 5,400 at once, whereas we'd have  
23 to fill out 5,400 applications. I mean, that's an  
24 extreme example, but you can see where Qwest probably  
25 wouldn't have an extra step of filling out a bunch of

01647

1 applications if it had gone through a planning  
2 process. Why should the CLECs who participate in  
3 that have to do that, as well?

4 MS. BUMGARNER: I think, when it comes to  
5 filling out the applications, it goes to also the  
6 sign-off when you're done with them to make sure that  
7 you've met the requirements for the particular  
8 location, keeping track in all the systems the space  
9 that you have and making sure that you've got all the  
10 documentation for it. So I don't think it's as  
11 simple as just lumping everything on one.

12 But I don't know how they're tracking the  
13 joint planned space, as far as like individual CLECs,  
14 and maybe they have some way to address that. I can  
15 ask that question.

16 MR. HARLOW: Yeah. I mean, presumably,  
17 since this is something new, you're devising systems  
18 right now to track those kinds of things. The most  
19 efficient way to devise them would be so that you can  
20 avoid extra paperwork like that. Again, I presume  
21 Qwest would want to do that for purposes of its own  
22 remotes, its own use of remotes.

23 MS. BUMGARNER: I'll ask the question.

24 JUDGE RENDAHL: Okay. 8.2.7.6.8.

25 MR. KOPTA: I have a question on this one,

01648

1 which is is the field verification quote preparation  
2 fee a standard amount that will be in Exhibit A, or  
3 is it also an ICB?

4 MS. BUMGARNER: I don't know for sure what  
5 they're looking at for this, so let me ask on that.

6 MR. KOPTA: Okay, great. Thanks.

7 MS. BUMGARNER: Just a second. Let me get  
8 it down. Okay.

9 JUDGE RENDAHL: Anything additional on  
10 8.2.7.6.8? Okay. And I think we had some discussion  
11 on 8.2.7.6.9. Is there anything further we need to  
12 do on that section? Mr. Wilson.

13 MR. WILSON: Only one comment, and that is,  
14 I mean, looking over kind of the direction that all  
15 of this is going, it seems to be geared -- the whole  
16 section of terms and conditions seems to be geared  
17 for what I would call large collocation of major  
18 equipment, like DSLAMs, et cetera, et cetera, which I  
19 think is needed and probably is of prime concern to  
20 some CLECs.

21 It doesn't seem to get to a lot of AT&T's  
22 issues, which I went through earlier, for what I  
23 would call, you know, much smaller scale connection  
24 to access for multiple dwelling units, et cetera. So  
25 it could be that Qwest needs to contemplate two

01649

1 different sets of terms and conditions, one that  
2 would handle the collocation of equipment, like  
3 DSLAMs, and another that would take care of terminal  
4 blocks. I'm not sure you can really adequately deal  
5 with both in the same set of conditions.

6 MS. BUMGARNER: Do you have any suggested  
7 language that -- or way of separating -- just talking  
8 about the access or -- I'm not sure how to describe  
9 it. The interconnection cross-connect to the subloop  
10 or --

11 MR. WILSON: I think we'll be working on  
12 some perhaps language for that. Since we finally, I  
13 think, understand where this is going, maybe we can  
14 start working on some alternatives that will address  
15 the issues that we are most concerned with. So we'll  
16 take that back.

17 MS. BUMGARNER: Okay. Thank you.

18 JUDGE RENDAHL: Mr. Zulevic.

19 MR. ZULEVIC: If I could kind of just step  
20 up on a soapbox for just a minute here. I really  
21 see, and I agree with what Ken was saying, the  
22 offering here that we're looking at, so far as  
23 physical remote terminal access and DSLAMs and that  
24 sort of equipment, I think very well may have a place  
25 with respect to CLECs' business plans and so forth.



01650

1           I could see that this type of thing may  
2 work well for multiple tenant units, possibly  
3 multiple dwelling units, where you know that you're  
4 going to have a very solid sale of a large quantity  
5 of product, preferably your high-speed business type  
6 products that would work very well in that type of an  
7 application.

8           The thing that concerns me is that, and  
9 again, I haven't seen exactly where Qwest is planning  
10 on deploying all of its xDSL, but my guess is it's  
11 going to be -- a lot of it, anyway, in high-end  
12 residential areas.

13           MS. BUMGARNER: Probably where they think  
14 they can sell it.

15           MR. ZULEVIC: How about that. I also very  
16 strongly suspect that one of the drivers for this new  
17 deployment effort is the fact that Megabit has  
18 already done a very good job of penetrating the areas  
19 close into the central offices, where they are within  
20 about 10 kilofeet and have clean copper to work with.

21           The next thing that has to happen in order  
22 to get into the markets that they cannot reach right  
23 now is to get that remote terminal capability out  
24 where they are within approximately 10 kilofeet of  
25 the rest of the customer base within a given wire

01651

1 center.

2           The way that this is going to be done is  
3 through, I'm sure, a similar offering to Megabit,  
4 where it is basically a line shared type service,  
5 where Qwest has the ability to piggyback its data  
6 services or new enhanced services on top of the  
7 existing voice base that they have in that particular  
8 area.

9           This is why it's very critical to Covad,  
10 and I'm sure other CLECs, to be able to compete on an  
11 equal basis in those areas. We are a data provider;  
12 we're not a voice provider. Line sharing has given  
13 us an opportunity to compete in quite a number of  
14 areas now in piggybacking on the voice service of  
15 existing Qwest customers. And that's critical that  
16 we have the ability to continue to compete and  
17 provide a competitive offering for those customers  
18 who will now be or could very well be out of our  
19 reach unless we make a significant investment in  
20 remote terminals that very well could prove to be  
21 economically unfeasible to do.

22           I've instructed the person that is on this  
23 project in Qwest to continue to go to these meetings,  
24 these collaborative meetings and discuss and stay in  
25 tune with what's going on. However, at this point, I

01652

1 don't see that we're really going to be applying for  
2 a lot of these physical collocation arrangements in  
3 residential areas, because the market just isn't  
4 there to justify the investment. Thank you.

5 JUDGE RENDAHL: Okay. Well, let's -- is  
6 there anything further specifically on Section  
7 8.2.7.6.9?

8 MR. MENEZES: Just briefly. I'm not sure  
9 if it's already been said, but pricing and intervals  
10 are on an ICB basis, but its provision and -- are you  
11 taking that back or?

12 MS. BUMGARNER: Yeah, we agreed that all  
13 the intervals we're going to set aside until we have  
14 a chance to look at the orders, both the Washington  
15 order and the recent FCC order.

16 JUDGE RENDAHL: And pricing, as well?

17 MS. FRIESEN: Pricing.

18 MS. BUMGARNER: Yeah, we would need to look  
19 at pricing.

20 MR. MENEZES: I guess one of the questions  
21 is do you anticipate that you will -- that Qwest will  
22 put forth prices for remote collocation in the cost  
23 case that will be reflected in the appendix to this  
24 SGAT? You don't have to answer that now.

25 MS. ANDERL: Well, I can say this on the

01653

1 record, I guess. The next phase of the cost docket  
2 doesn't, I don't think, contemplate addressing  
3 collocation issues, because we just did collocation  
4 and we're awaiting an order. I don't think that the  
5 order is going to address multiple location costs and  
6 prices. So I guess at this point it's an open  
7 question.

8 MS. BUMGARNER: I was just going to say I  
9 don't know. I'd have to go back and ask, so --

10 MR. MENEZES: The reason for the question  
11 is in some states a cost docket is being conducted in  
12 conjunction with the SGAT docket, and I was under the  
13 impression that was the case here, and perhaps it  
14 isn't, but --

15 JUDGE RENDAHL: Well, it's not exactly  
16 coordinated, shall we say, but there's an ongoing  
17 cost docket. Is that an issue that needs to be on  
18 that other list?

19 MS. HOPFENBECK: To the extent that that  
20 list is a list of just issues that we need to discuss  
21 as a group, and in order to make recommendation to  
22 the Commission about how they would be addressed,  
23 yes.

24 MR. KOPTA: Part of this issue, too, may be  
25 the extent to which collo -- rates for collocation

01654

1 elements in a wire center would be applicable to the  
2 remote, either in whole or in part or -- and that's  
3 something I'm assuming that you would need to check  
4 on. So it may be that it's premature to try and  
5 address it at this point until Qwest has a better  
6 idea of whether it can base the prices for remote --  
7 collocation in remote premises on the rate elements  
8 that the Commission adopts for collocation in wire  
9 centers.

10 MS. BUMGARNER: And I think that's part of  
11 the problem, is that we haven't done any of these. I  
12 think we're still trying to evaluate what these are  
13 going to look like, where we're going to get requests  
14 for them, what is the collocation for the DSLAMs  
15 going to look like. So I think there's a lot of open  
16 questions. Right now, it probably is ICB if we got a  
17 request for them, but I need to go back and ask what  
18 their plans are going forward on that.

19 MR. MENEZES: That would be great, because  
20 as you know from other discussions, ICB makes other  
21 CLECs uncomfortable, because it's very hard to  
22 appreciate what the expectation is when you don't  
23 have some clear guidelines.

24 JUDGE RENDAHL: Okay. I said I would set  
25 6:00 as our outside limit, so there's a couple things

01655

1 we need to do before we conclude. One is getting  
2 through the next two sections, 8.2.7.7 and 8.2.7.8,  
3 as well as marking the remaining exhibits that Ms.  
4 Bumgarner has and looking at admission for at least  
5 the ones we discussed about today.

6 How feasible is it to finish these next two  
7 sections, or have we already discussed them? Mr.  
8 Wilson.

9 MR. WILSON: Well, I think the next major  
10 section, 8.2.7.7, I think those two issues are  
11 probably somewhat redundant to what we've already  
12 discussed. I think I have a couple of points on the  
13 last couple of sections, but they probably don't need  
14 to be discussed in much length.

15 JUDGE RENDAHL: We don't need to do them  
16 here, necessarily?

17 MR. WILSON: Well, we could spend like two  
18 minutes on each, just to mention the issues.

19 JUDGE RENDAHL: Okay. Why don't we do  
20 that. Let's briefly discuss the issues, and then  
21 we'll go off the record, mark exhibits, come back on,  
22 put them on the record, and then we'll be done.

23 MR. CATTANACH: Your Honor, if I could  
24 offer a suggestion on the exhibits.

25 JUDGE RENDAHL: Sure.

01656

1 MR. CATTANACH: We are going to be in  
2 Arizona. Some of these may change. It may make some  
3 sense to commit to providing these exhibits prior to  
4 the recommencement of a follow on workshop for this.  
5 If we're not going to talk about them, it may be that  
6 we'll make progress and we'll have something even  
7 better to provide, and we're happy to do it. I'm not  
8 sure it's productive at this point is all.

9 JUDGE RENDAHL: Let's get through these and  
10 then let's talk about the exhibits off record. Okay.  
11 Any comments on 8.2.7.7?

12 MR. KOPTA: The only comment I would have  
13 is a minor one, in the heading to both this section  
14 and the following section, which is "common" should  
15 probably be "applicable."

16 MS. BUMGARNER: I'm sorry, say that again.

17 MR. KOPTA: The word "common" in the  
18 heading, terms and conditions common, since there's  
19 only one thing, it should be applicable or specific  
20 to or for -- something other than common.

21 MS. BUMGARNER: That's fine.

22 MR. CATTANACH: Applicable is fine.

23 JUDGE RENDAHL: I'm assuming the issue of  
24 100 percent cost we addressed up above?

25 MR. KOPTA: That's my assumption, as well.

01657

1 MS. BUMGARNER: Yes, yes.

2 JUDGE RENDAHL: And on .2, we kind of  
3 discussed that already, at least that's my  
4 understanding.

5 MR. HARLOW: Yeah, I don't think we need to  
6 repeat that.

7 JUDGE RENDAHL: Okay. Mr. Wilson, did you  
8 or anybody else have anything more for 8.2.7.7?  
9 Okay. Let's move on to 8.2.7.8. Any comments?

10 MR. WILSON: Brief comment on 8.1. This is  
11 a forecast provision, and it's very unclear as to  
12 what the request really is here. I mean, at a very  
13 general level, if I said 42 in Seattle, is that a  
14 useful information, and at the other end of the  
15 scale, if I'm being asked for a forecast for each  
16 specific location, then that amounts to an order, so  
17 I think we need a little more clarity on the level of  
18 aggregation that's being asked, and then we could  
19 respond to, you know -- we could adequately respond  
20 to that request as far as a forecast.

21 In the next paragraph, 8.2.7.8.2, I believe  
22 it's missing a couple of words. I think you probably  
23 want to say, CLEC must provide information on space,  
24 power and heat dissipation capabilities, rather than  
25 providing the capabilities.



01658

1 MS. HOPFENBECK: CLEC has an extra L.  
2 MS. BUMGARNER: It does?  
3 JUDGE RENDAHL: Not here.  
4 MS. HOPFENBECK: Oh.  
5 MS. BUMGARNER: It does?  
6 MS. HOPFENBECK: I'm sorry.  
7 MS. BUMGARNER: So you're talking about  
8 adding in "CLEC must provide information regarding  
9 space --"  
10 MR. WILSON: I think that's what you  
11 intended.  
12 MS. BUMGARNER: I think so, too.  
13 MR. ZULEVIC: Here again, it's my  
14 understanding that we have to pay for -- place a  
15 request, which we have to pay for, to find out where  
16 the remote terminals are. Is that true, based upon  
17 an address or something?  
18 MS. BUMGARNER: That's the section that I  
19 think we renamed -- we'll talk more about it when we  
20 move back to those sections, but in Oregon, I think  
21 we renamed it. Previously, it was Space Availability  
22 Report for Remote Premises, and I think now it's  
23 called -- now, in my handout that you're not going to  
24 get tonight, it's called Inventory Report for the  
25 Remote Premises, and it really contemplates doing

01659

1 both functions on those.

2           If it's a multiple request. It's not  
3 talking about one premise; it's talking about asking  
4 for some kind of an inventory report on multiple  
5 premises that we're going to have to spend some time  
6 researching to come up with what serves an area or  
7 put information in about the DA that's served, the  
8 distribution area. Also go out and inventory those  
9 premises as far as what's the space look like? Yes,  
10 we intend to charge for that. But I think, you know,  
11 if you're asking about one address, that's kind of  
12 different.

13           MR. ZULEVIC: What I'm wondering about is  
14 the forecast requirement, and are we going to have to  
15 purchase this information in order to provide you  
16 with a forecast that's required by the contract, or  
17 by the SGAT? That's what I'm wondering about.

18           MS. BUMGARNER: I'll add that to the  
19 question that was asked around what are we  
20 anticipating around forecasts for remote. I'll add  
21 that.

22           JUDGE RENDAHL: Is there anything  
23 additional? Mr. Wilson.

24           MR. WILSON: Just to point out that the  
25 final paragraph in this section, I would have the

01660

1 same comments on this paragraph that I had on  
2 paragraph 8.2.7.6.1. I think it has the same  
3 problems.

4 JUDGE RENDAHL: Okay.

5 MR. KOPTA: One other question, I think, on  
6 subparagraph two. I agree with Ken that the  
7 additional words help, but I'm not sure whether  
8 capabilities is the right word, or maybe we're  
9 talking about requirements.

10 MS. STRAIN: Yeah.

11 MR. WILSON: Yes, I agree.

12 MS. BUMGARNER: I'm sorry, I'm -- we were  
13 talking sort of sidebar here.

14 JUDGE RENDAHL: There was a -- Mr. Kopta  
15 suggested that in 8.2.7.8.2, the word capabilities  
16 may more appropriately be requirements, and I believe  
17 Mr. Wilson agreed.

18 MR. CATTANACH: That makes sense in the  
19 context. I'm still not sure whether we meant to  
20 switch everything. We just need to take that back  
21 and find out.

22 MS. STRAIN: Let's take it back.

23 MR. WILSON: I was mostly cuing on that the  
24 CLEC must provide space. If that's true, why is it  
25 here?

01661

1 MS. BUMGARNER: I think something got --  
2 something got cut and pasted there that didn't quite  
3 come out right. But it's a good concept.

4 JUDGE RENDAHL: So is there any --

5 MS. BUMGARNER: Excuse me, just one second.  
6 I'm sorry, Ken, that's what I was asking here to the  
7 side. I missed the section you referred to. You  
8 said you had the same comments?

9 MR. WILSON: I think it was the section --  
10 my discussion that ended with the section that ended  
11 with the comment on the word et cetera.

12 JUDGE RENDAHL: 8.2.7.6.1.

13 MS. BUMGARNER: Okay. I just missed it.  
14 Thank you.

15 JUDGE RENDAHL: Is there anything  
16 additional on this section? Ms. Strain.

17 MS. STRAIN: I just had a question as to  
18 why the word in .3, why the word "site" has quote  
19 marks around it. Is there some --

20 MS. BUMGARNER: I don't think there's any  
21 particular reason around that.

22 MS. STRAIN: Okay.

23 JUDGE RENDAHL: Anything further on this  
24 section? Okay. Before we go off the record, we do  
25 have some exhibits that we marked and did not admit.

01662

1 For Mr. Wilson, we had two, Exhibits 387 and also  
2 388, 388 being the diagram. Are there any objections  
3 to those documents being admitted? 387 was the  
4 language -- proposed language on definitions.  
5 Hearing no objections, they'll be admitted.

6 The other exhibits are for Ms. Bumgarner,  
7 and those are exhibits marked as 300 and 313, 314 and  
8 315. Any objections to those being admitted into the  
9 record? Hearing nothing, those will be admitted.

10 I'd ask, Mr. Wilson, if you will take a  
11 picture on your camera of the Exhibit 388 and then  
12 send it to Ms. Strain for inclusion into the record,  
13 as well as to the other parties. With that, we'll be  
14 off the record until 9:00 Friday morning. Ms.  
15 Hopfenbeck, did you have something you wanted to add  
16 before we go off the record?

17 MS. HOPFENBECK: No, I think we can do it  
18 on the record. I mean off the record.

19 (Proceedings adjourned at 6:05 p.m.)

20  
21  
22  
23  
24  
25

