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BEFORE THE WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

In the Matter of the	)	
Investigation into	)	
U S WEST COMMUNICATIONS, INC.'s	)	Docket No. UT-003022
Compliance with Section 271 of	)	Volume XVI
the Telecommunications Act of	)	Pages 1942 to 2147
1996	)	
-----	)	
In the Matter of	)	
U S WEST COMMUNICATIONS, INC.'s	)	Docket No. UT-003040
Statement of Generally	)	Volume XVI
Available Terms Pursuant to	)	Pages 1942 to 2147
Section 252(f) of the	)	
Telecommunications Act of 1996	)	
_____	)	

A workshop in the above matters was held on  
November 29, 2000, at 8:30 a.m., at 1600 Seventh Avenue,  
Suite 3111, Seattle, Washington, before Administrative  
Law Judge ANN RENDAHL.

The parties were present as follows:

COVAD COMMUNICATIONS COMPANY and METRONET, by  
BROOKS E. HARLOW, Attorney at Law, 601 Union Street,  
Suite 4400, Seattle, Washington 98101.

THE WASHINGTON UTILITIES AND TRANSPORTATION  
COMMISSION, by PAULA STRAIN and TOM WILSON, 1400 South  
Evergreen Park Drive Southwest, Post Office Box 40128,  
Olympia, Washington, 98504-0128.

QWEST CORPORATION, by LISA ANDERL and MARK  
REYNOLDS, Attorneys at Law, 1600 Seventh Avenue, Suite  
3206, Seattle, Washington 98101.

Joan E. Kinn, CCR, RPR  
Court Reporter

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1 QWEST CORPORATION, by BENJAMIN CAMPBELL, 1801  
California Street, Denver, Colorado 80202.

2

3 QWEST CORPORATION, by ROBERT CATTANACH,  
Attorney at Law, Dorson Whitney, 220 South Sixth Street,  
Minneapolis, Minnesota 55402.

4

5 ELECTRIC LIGHTWAVE INC.; ADVANCED TELECOM  
GROUP, INC.; and EXCEL WASHINGTON, INC.; by GREGORY J.  
KOPTA, Attorney at Law, Davis, Wright, Tremaine, LLP,  
6 1501 Fourth Avenue, Suite 2600, Seattle, Washington  
98101.

7

8 WORLDCOM, INC., by ANN HOPFENBECK, Attorney  
at Law, 707 - 17th Street, Suite 3600, Denver, Colorado  
80202.

9

10 SPRINT CORPORATION, by BARBARA YOUNG,  
Attorney at Law, 902 Wasco Street, Hood River, Oregon  
97031.

11

12 AT&T, by MITCH MENEZES, Attorney at Law, 1875  
Lawrence Street, 15th Floor, Denver, Colorado 80202.

13 AT&T, by LETTY FRIESEN, Attorney at Law, 1875  
Broadway, Suite 1500, Denver, Colorado 80202.

14

15 RHYTHMS LINKS, INC., by DOUG HSIAO, Attorney  
at Law, 9100 East Mineral Circle, Englewood, Colorado  
80112.

16

17 MCLEOD USA TELECOMMUNICATIONS SERVICES INC.,  
by MARIANNE HOLIFIELD, Attorney at Law, 10021 - 41st  
Avenue Northeast, Seattle, Washington 98125.

18

ALSO PRESENT:

19

MARGARET BUMGARNER

20

KAYLENE ANDERSON

21

GLEN WALKER

KENNETH WILSON

22

23

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P R O C E E D I N G S

JUDGE RENDAHL: We're back on the record in Dockets Number UT-003022 and UT-003040, the second day of workshops on collocation. This is November 29th. We're here in Qwest's offices in Seattle, Washington, and again, my name is Ann Rendahl, I'm the administrative law judge presiding over the proceeding. We left off yesterday having not quite finished a discussion on SGAT Section 8.1, I'm sorry, 8.2.1.23 concerning connections between CLEC collocation spaces, and would someone like to recap where we were from yesterday.

MS. BUMGARNER: Hi, this is Margaret Bumgarner with Qwest. I believe we had reached agreement on the changes to 8.2.1.23.1.1.

JUDGE RENDAHL: And those are in exhibit, what was marked yesterday as Exhibit 451?

MS. BUMGARNER: Yes.

MS. ANDERL: Your Honor, I'm sorry, this is Lisa Anderl, do I need to set up the conference bridge for today? I had not done that yet. It just escaped me.

JUDGE RENDAHL: We probably should. I don't know -- I know that Mary T. was calling in yesterday, and I don't know that she ever did. I never heard

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1 anyone speak from the bridge yesterday. But I think we  
2 should set it up again today. If you would do that, I  
3 would appreciate it.

4 MS. ANDERL: I will.

5 JUDGE RENDAHL: Thank you.

6 MS. ANDERL: In the background.

7 JUDGE RENDAHL: Do we need to go off the  
8 record for that?

9 MS. ANDERL: No, I need to go get the codes  
10 and come back.

11 JUDGE RENDAHL: Okay.

12 MS. ANDERL: I think you can proceed.

13 JUDGE RENDAHL: Let me know if we need to  
14 stop.

15 Okay, so we're working off of Exhibit 451,  
16 what's been marked as Exhibit 451. And, Ms. Bumgarner,  
17 I interrupted you, and you were just explaining where we  
18 had left off.

19 MS. BUMGARNER: I believe we had reached  
20 agreement on the changes to Section 8.2.1.23.1.1, and we  
21 haven't heard any further comments on the rest of the  
22 sections. The only other note that I had was XO had a  
23 takeback to suggest some language.

24 JUDGE RENDAHL: Mr. Kopta, was that something  
25 that you were planning on doing by today, or was that

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1 something to bring back in January?

2 MR. KOPTA: That would be to bring back in  
3 January.

4 JUDGE RENDAHL: And that was on the first  
5 section, 8.2.1.23, or --

6 MR. KOPTA: That's correct, and actually  
7 probably something either in the first sentence or  
8 following the first sentence of that revision.

9 MS. HOLIFIELD: I'm sorry, which paragraph?

10 MR. KOPTA: It's at the very beginning of  
11 Exhibit 451, the first sentence in 8.2.1.23.

12 JUDGE RENDAHL: And also there was some  
13 discussion between WorldCom, I realize Ms. Hopfenbeck is  
14 not here, but I think AT&T was also a part of that  
15 discussion about adding the words, or other technically  
16 feasible, after the list of fiber, coax, and copper  
17 cable, and then there was some discussion, as I recall,  
18 about making it consistent up above. And I think that  
19 was maybe a joint takeback with WorldCom and AT&T and  
20 Qwest, or maybe that was a Qwest takeback to look into  
21 making that consistent.

22 MR. CATTANACH: Maybe I missed a step, Your  
23 Honor, but I thought that was done.

24 JUDGE RENDAHL: Maybe it was, and I'm just  
25 trying to clarify where we finished off.

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1                   MR. CATTANACH: My recollection, not crisp,  
2 is that we figured out a way to make the language  
3 parallel and did it.

4                   JUDGE RENDAHL: Would you like to read that  
5 for me, because I'm not sure I have that on my document?  
6 If you have something on your exhibit, that would be  
7 helpful.

8                   MS. BUMGARNER: What I wrote for that  
9 sentence, CLEC shall have access to the designated route  
10 and construct such connection using copper, coax,  
11 optical fibers facilities or any other technically  
12 feasible method utilizing a vendor of CLEC's own  
13 choosing.

14                   JUDGE RENDAHL: Now there was going to be  
15 some discussion between Ms. Hopfenbeck, Mr. Cattanach,  
16 and you I think after conferring with Mr. Priday on what  
17 the intent of other technically feasible meant. Has  
18 that occurred?

19                   MR. CATTANACH: No, Your Honor, it hasn't.

20                   JUDGE RENDAHL: Okay, but you were okay with  
21 this language at this point without that clarification  
22 from Mr. Priday?

23                   MR. CATTANACH: Maybe to put it slightly  
24 differently, Your Honor, we're okay subject to  
25 clarification from Mr. Priday about what he might have



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1 in mind there. As it sits, we don't see a problem, but  
2 we would like to at least have some dialogue before we  
3 give a final sign off.

4 JUDGE RENDAHL: Thank you. I also note that  
5 Covad had requested a change from i.e. to e.g. in the  
6 third line up from the bottom in that first section.

7 MS. BUMGARNER: Yes.

8 JUDGE RENDAHL: And that was agreed to  
9 yesterday. But I don't think we have had any further  
10 discussion below Section 8.2.1.23.1.1; is that correct?

11 MS. BUMGARNER: Yes, that's correct.

12 JUDGE RENDAHL: Okay, and I'm sorry to have  
13 cut off discussion yesterday, so let's continue.

14 Mr. Wilson.

15 MR. WILSON: Actually, I have a question on  
16 8.2.1.23.1.1.

17 JUDGE RENDAHL: Yes.

18 MR. WILSON: What does the last sentence  
19 mean?

20 MS. BUMGARNER: As I understand this, this is  
21 just to indicate that this is providing a means for the  
22 CLECs to cross connect at the ICDF. It's not really  
23 considered an unbundled network element. It's not  
24 really connecting to one of our elements. It's a  
25 connection between the two CLECs' networks at that ICDF.

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1                   MR. WILSON: Well, I can't -- that sentence  
2 to me doesn't really say that. I'm not sure what it  
3 says. I would suggest we simply strike it. I think  
4 it's pretty clear from the rest of this that --

5                   JUDGE RENDAHL: Let's be off the record just  
6 for a moment.

7                   (Discussion off the record.)

8                   JUDGE RENDAHL: I believe, Mr. Wilson or  
9 Mr. Menezes, you were, Mr. Wilson, you were discussing  
10 your concern over the last sentence in 8.2.1.23.1.1; is  
11 that correct?

12                   MR. WILSON: Yes, and I mean to summarize,  
13 the sentence talks about a collocation element, which is  
14 undefined. It talks about a collocation element  
15 combination, which is doubly undefined. It just -- I  
16 don't think we need it. I think it's clear that this is  
17 for CLEC to CLEC connection, and I would say that  
18 whatever the two CLECs want to put on either end of that  
19 is fine, and we don't need some help to arbitrarily  
20 limit what they put on each end. I don't think there's  
21 any mistake that this is not an unbundled element. It's  
22 simply a means of connection.

23                   MS. BUMGARNER: I would agree. It's probably  
24 not a clear sentence, and I would agree to take that  
25 out.

01952

1 MR. WILSON: Thank you.

2 JUDGE RENDAHL: So the agreement is to strike  
3 the last sentence?

4 MS. BUMGARNER: Yes.

5 JUDGE RENDAHL: Okay. Any other discussion  
6 on that paragraph?

7 Then moving along, are there any concerns  
8 with other subsections of 8.2.1.23?

9 MR. WILSON: The paragraph immediately under  
10 the one we just discussed, so the one that ends .2, it  
11 reads at the bottom of the sentence or the last sentence  
12 omits fiber. It should either leave out the DS3, DS1,  
13 DS0, or add fiber, whichever you choose. I mean it's  
14 clear that when you go to an -- when you use an ICDF,  
15 both sides need to come with the same transmission  
16 level, so there's, you know, there's no multiplexing or  
17 demultiplexing on the ICDF. I think that's what it  
18 says, but, so you could either add fiber or sonit ray on  
19 there or whichever you want to do.

20 MS. BUMGARNER: Maybe if we put in e.g. in  
21 there and DS3, DS1, and DS0 fiber.

22 MR. WILSON: That's fine.

23 MS. HOLIFIELD: In reference to that  
24 paragraph, do we also need to make reference that the  
25 level needs to be the same between CLEC or if the CLEC

01953

1 is connecting to itself, or is that an issue?  
2 JUDGE RENDAHL: So what's the proposal?  
3 MS. FRIESEN: So say ICDF termination -- ICDF  
4 must terminate on the same rate level. Or say ICDF  
5 connections must terminate on the same rate level.  
6 JUDGE RENDAHL: So delete the words both  
7 CLECs and insert ICDF and then delete the ICDF at the  
8 end?  
9 MS. FRIESEN: Yes, and the e.g. DS3, et  
10 cetera.  
11 MS. HOLIFIELD: So ICDF?  
12 MS. FRIESEN: ICDF connections must terminate  
13 on the same service rate level.  
14 MS. BUMGARNER: Would it be better to say at  
15 the same?  
16 MS. FRIESEN: Right, that would be better.  
17 MR. WILSON: And you might want to say ICDF  
18 cross connection.  
19 JUDGE RENDAHL: So also ICDF cross  
20 connections must terminate at the same service rate  
21 level?  
22  
23 MR. WALKER: And do away with the DS1, DS3.  
24 MS. BUMGARNER: The only concern that I have,  
25 and I think what this was trying to get at is that it's

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1 the same ICDF frame, that there may be terminations, and  
2 there may be like two different ICDF frames, and I think  
3 part of this that it was trying to get at was the fact  
4 that they both need terminations to the same frame.

5 MR. WILSON: Well, what if we turn the  
6 sentence around a little and say, cross connections  
7 using a single ICDF must terminate at the same service  
8 rate level.

9 MR. WALKER: That doesn't preclude though  
10 crossing between ICDF's, I think.

11 MR. WILSON: But you could do that, and you  
12 could demultiplex and change the rate in between.

13 MR. WALKER: Sure, yeah.

14 MS. STRAIN: This whole discussion brings up  
15 a question for me, and that is I thought this section  
16 only dealt with CLEC to CLEC cross connections, so if  
17 we're making changes to take out the references of  
18 between CLECs, does that mean that you all think that  
19 this refers to within CLEC cross connects also?

20 MS. FRIESEN: I think the reason we're taking  
21 that out is because it allows for not only CLEC to CLEC,  
22 different CLEC, but a CLEC to itself.

23 MS. STRAIN: Okay, I guess, yeah, and my  
24 question is, if it's not -- I mean the whole title of  
25 that entire section is CLEC to CLEC cross connect, so if

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1 it is meant to apply to others, it might be good to  
2 clarify that.

3 MR. WILSON: I think the title gets it.

4 MR. MENEZES: Didn't we add something to that  
5 one paragraph that CLEC to CLEC cross connection at the  
6 ICDF is defined as CLEC's capability to order a cross  
7 connection from its collocation in a Qwest wire center  
8 to another CLEC's collocation or to CLEC's nonadjacent  
9 collocation spaces?

10 MS. STRAIN: I'm sorry, I missed that change.

11 MR. MENEZES: Within the same.

12 JUDGE RENDAHL: I think that does take care  
13 of the concern.

14 So going back to the discussion on the last  
15 sentence of 8.2.1.23.1.2., Qwest, do you still have  
16 concerns about the proposal or a suggestion for how  
17 to --

18 MS. BUMGARNER: I'm just trying to read  
19 through this. Ken, could you repeat the last suggestion  
20 that you had?

21 MR. WILSON: Did someone write it down?

22 MS. BUMGARNER: I was starting, but then  
23 there was other conversation. I sort of lost it.

24 MR. WALKER: Wasn't it something to do with  
25 connections on the same ICDF?

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1 JUDGE RENDAHL: We can ask the court reporter  
2 to read it back if we would like. Why don't we do that.  
3 Is it possible for you to do that.  
4 (Record read as requested.)  
5 JUDGE RENDAHL: How does that proposal sit?  
6 MS. BUMGARNER: I will suggest slightly  
7 different wording. I guess here one thing that -- I  
8 think part of what we're trying to fix is that we talked  
9 about it as being two CLECs and the fact that it might  
10 be the same CLEC, so we also have that same problem in  
11 the sentence -- the second sentence of that section. We  
12 talk about use of both CLECs CFA.  
13 MR. HARLOW: The AT&T rewrite takes care of  
14 that problem, I think.  
15 MS. STRAIN: Take the word both out, and that  
16 does take care of the problem.  
17 MR. HARLOW: Oh, you're on the preceding  
18 sentence.  
19 JUDGE RENDAHL: Ms. Strain suggested just  
20 taking out the word both.  
21 MS. FRIESEN: That would work.  
22 MS. BUMGARNER: Okay, we can do that.  
23 Then last, somebody's going to want me to put  
24 parens around that S, I can see it, the last sentence, I  
25 have also ICDF cross connections must terminate on the

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1 same ICDF at the same service rate level.  
2 JUDGE RENDAHL: ICDF cross connections must  
3 terminate at the same ICDF at the same service rate  
4 level; is that what you have?  
5 MS. BUMGARNER: I said on the same ICDF at  
6 the same service rate level.  
7 JUDGE RENDAHL: Thank you, and then strike  
8 everything after rate level?  
9 MS. BUMGARNER: Yes.  
10 JUDGE RENDAHL: So is everyone in agreement  
11 that that's acceptable?  
12 MR. HARLOW: Can I hear the language again?  
13 JUDGE RENDAHL: I have, also ICDF cross  
14 connections must terminate on the same ICDF at the same  
15 service rate level.  
16 Is that what you had, Ms. Bumgarner?  
17 MS. BUMGARNER: Yes, it is.  
18 JUDGE RENDAHL: And is that acceptable?  
19 MR. WILSON: Yes.  
20 MR. HARLOW: Yes.  
21 JUDGE RENDAHL: Good, okay.  
22 Any other issues on Section 8.2.1.23.1.2?  
23 Okay, are there any other concerns or issues  
24 with other subsections of this?  
25 MR. WILSON: The next paragraph, .3, the last



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1 sentence there, I know what it's saying. I think what  
2 it means to say is that the ordering of these cables  
3 would be ordered on the same collocation form. It says  
4 collocation billed process. I'm not sure that's -- you  
5 just need to clarify. Could we just -- maybe we should  
6 just say on the standard collocation form or something?

7 JUDGE RENDAHL: Do you need to --

8 MS. BUMGARNER: We could say existing  
9 collocation application form.

10 MR. WILSON: Sure.

11 JUDGE RENDAHL: Okay.

12 MR. MENEZES: I would just like to ask a  
13 question.

14 JUDGE RENDAHL: Sure, Mr. Menezes.

15 MR. MENEZES: If a CLEC has already  
16 collocated to a dedicated ICDF, so it has already gone  
17 through the application process and wants to cross  
18 connect with another CLEC, and this cable to the common  
19 ICDF frame is needed, you're saying that that CLEC would  
20 fill out the regular collocation application form and  
21 simply mark this cross connection cable, tie cable,  
22 whatever it is?

23 MS. BUMGARNER: Right.

24 MR. MENEZES: Are you also saying -- I'm  
25 concerned about the time frame it would take to do that.

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1 If you say it's the same collocation application  
2 process, I'm hoping that doesn't mean 90 days, because  
3 it's just running a cable from one frame to another, so  
4 I'm interested in knowing what your thoughts are on how  
5 long this would take.

6 MS. BUMGARNER: This would be the same  
7 application if you were asking for a tie cable between  
8 your physical collocation space and some other frame in  
9 the building, so we will get them done as quick as we  
10 can. If the racking is already there, it may not take  
11 very long. But if we have to build racking, it may take  
12 the normal time frame to do that build.

13 MR. MENEZES: So it's -- I'm sorry.

14 MS. BUMGARNER: I mean we don't hold jobs for  
15 the 90 day interval if that's the build or the 45 day  
16 depending on the process, but we don't hold those. As  
17 soon as they're completed, they're turned over. But it  
18 would be the normal interval for an application to do a  
19 tie cable.

20 MR. MENEZES: Okay, follow-up question then.  
21 8.4.6 later in the document, which is ordering CLEC to  
22 CLEC connections, when we get to that, I guess it's my  
23 expectation that this, which does have intervals and  
24 we'll discuss that when we get to it, would apply to  
25 these ICDF cross connections as well; is that your

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1 intent?

2 MS. BUMGARNER: The section that deals with  
3 the terms and conditions on the CLEC to CLEC connection,  
4 yes.

5 MR. MENEZES: Yes, okay. So we could hold  
6 the discussion on intervals I think to that section, but  
7 it is a concern. My point, I think, is just that if the  
8 way this is drafted allows Qwest 90 days to do this kind  
9 of work, it seems too long. And so that's the concern.  
10 I think we will get to it more specifically in 8.4.6.  
11 Thank you.

12 JUDGE RENDAHL: Okay, is there any further  
13 discussion on subsection .4 or .5, any other clarifying  
14 language that we need to include?

15 MR. WILSON: Well, let's see, .4, first  
16 sentence, I know what -- it's essentially saying the  
17 CLEC has end to end responsibility for circuits which  
18 use these cross connections. I guess my only concern is  
19 it says, CLEC is responsible for end to end design, and  
20 we had a discussion yesterday that CLEC isn't involved  
21 in the design of the cross connection, so how can we do  
22 this?

23 MS. BUMGARNER: Well, I think what this is  
24 trying to get at is once they have got the connections  
25 at the ICDF and say when CLEC's collocation space is at

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1 the far end of the building from where the other CLEC,  
2 how they do the design for a service that they're going  
3 to provide, we really wouldn't know what all is involved  
4 with that service. We would do the cross connect at  
5 that ICDF, but the overall design for the service  
6 connection that they're doing will really be up to the  
7 CLEC.

8 MS. STRAIN: Margaret, who receives the DLR?  
9 In the second sentence, it says, this is accomplished by  
10 receiving the DLR. Who receives it; who gives it?

11 MS. BUMGARNER: The design layout when we put  
12 together like the design of where we're running the tie  
13 cables and stuff to, those are provided to the CLEC.

14 MS. STRAIN: Okay, so the CLEC receives it is  
15 what --

16 MS. BUMGARNER: Mm-hm.

17 MS. STRAIN: Okay.

18 MS. BUMGARNER: And then depending on how  
19 they use those to combine between the two networks and  
20 provide a service would then be left up to the CLEC on  
21 what they're putting on the end of it or what they're  
22 doing with that service.

23 MS. STRAIN: Thank you.

24 MS. FRIESEN: Did you want to put that in  
25 passive voice as CLEC received?

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1 MS. STRAIN: I just didn't know what it  
2 meant. I'm sure everyone else here knew, but I didn't.  
3 I didn't know who received it and who had given it  
4 because it didn't say.

5 MR. WILSON: I was going to suggest changing  
6 the word receiving to using, because it's really  
7 accomplished by using the DLR, not by receiving.

8 JUDGE RENDAHL: So would it be best to say  
9 this is accomplished by the CLEC using?

10 MR. WILSON: Yes.

11 MS. BUMGARNER: That would be fine.

12 MR. WILSON: And then I have a suggestion to  
13 fix the first sentence. I think it would be -- it would  
14 more clearly reflect what you want by saying CLEC is  
15 responsible for the end to end service that uses ICDF  
16 cross connection or something like that.

17 MR. HARLOW: We have a -- we're ready to go  
18 on to another issue.

19 JUDGE RENDAHL: Well, I'm not sure we're done  
20 with this.

21 MR. HARLOW: Okay.

22 JUDGE RENDAHL: Mr. Wilson, your proposal is  
23 to change the first sentence to read, CLEC is  
24 responsible for the end to end service that uses ICDF  
25 cross connection, and would you delete the remainder of

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1 the sentence, or how would you put that in?

2 MR. WILSON: Well, you could leave in -- you  
3 could leave in the sentence starting, to ensure that the  
4 resulting service meets its customer needs if you want.

5 JUDGE RENDAHL: So delete the words design of  
6 this combination of collocation elements?

7 MR. WILSON: Yes.

8 MS. BUMGARNER: Actually, I thought we  
9 probably would have to leave design in. CLEC is  
10 responsible for the end to end service design that uses  
11 ICDF cross connections.

12 MR. WILSON: That's okay.

13 JUDGE RENDAHL: So CLEC is responsible for  
14 the end to end service design that uses ICDF cross  
15 connection to ensure that the resulting service meets  
16 its customer's needs. Is that what we have agreed to?

17 MS. BUMGARNER: Yes, I think that would be  
18 fine.

19 JUDGE RENDAHL: Okay, is there anything  
20 further on 8.2.1.23.1.4?

21 MR. HARLOW: Yes.

22 JUDGE RENDAHL: Mr. Harlow.

23 MR. HARLOW: This section touches on at the  
24 very least and maybe has implications relating to  
25 channel regeneration charges, which is more specifically

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1 addressed in Section 8.3.1.9, which we haven't gotten  
2 to. Glen will kind of explain the issue in a minute,  
3 but our concern is that even though it doesn't say so  
4 directly, the implication of the way this section is  
5 drafted appears to indicate that the CLEC will be  
6 responsible to pay channel regeneration charges even  
7 though the cause of the need for regeneration is in the  
8 control of Qwest.

9 Glen, if you would explain that issue.

10 MR. WALKER: Well, the thoughts that I have  
11 on that is there's two sides here. If we're going four  
12 to four and we see we have to run in a tie cable that  
13 exceeds -- then exceeds the total length that we're  
14 allowed to run and that technically is feasible, it's  
15 going to require regeneration. There's no stipulation  
16 here who pays for that or whose responsibility it is to  
17 provide that regeneration or to cover the cost of that  
18 regeneration, and I'm just real curious whether --

19 MR. HARLOW: Could you explain though the  
20 technical reason why or I guess our reasons why we think  
21 the CLEC shouldn't have to pay for the regeneration?

22 MR. WALKER: Well, there's two sides, but the  
23 side that I am looking at is, if by design, and I think  
24 probably the easiest way to explain this is if you give  
25 -- if I'm given two equipment locations for my own

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1 equipment and they are separated by floors, et cetera,  
2 that was in Qwest's control and not my control as to  
3 where that equipment was placed. And if I'm in a  
4 position where I have to run cable that exceeds the  
5 technical distances that are commonly specified for  
6 regeneration, I need to know how I either go about  
7 securing that or how Qwest provides that to me or  
8 whatever. I am unclear on that at this point. I  
9 wouldn't even know how, if it were my responsibility,  
10 how to go about pursuing that. And I don't think that  
11 the collocation form allows any way to even make  
12 reference to it, so that's a problem that I see with  
13 this. You know, it's one of those things that would  
14 lead us to a dead end.

15 MR. HARLOW: What is the distance limitation?

16 MR. WALKER: Well, I think it's like DS3s are  
17 455 feet, DS1s are 655 feet, so there's some distance  
18 limitations where you go multiple floor or where your  
19 collocation for some reason has been placed way away  
20 from the others maybe that use that space now is the  
21 only space available, and you need to get all the way  
22 across a large building, and you exceed those lengths in  
23 a loop. So I don't know, I think it just needs to be  
24 defined as to who is going to cover that, you know,  
25 where that responsibility is going to lie and who is



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1 going to pay for it. And I'm not sure whether that's  
2 the place it needs to be or whether it needs to be later  
3 on and covered in the regeneration area.

4 JUDGE RENDAHL: Any thoughts on that?

5 MR. CATTANACH: Maybe if I could ask a couple  
6 of clarifying questions. The opening sentence says, we  
7 have the responsibility to design it in the most  
8 efficient route possible, so the burdon is on us. And  
9 assuming for the purposes of discussion Qwest has done  
10 that, but you still need channel regeneration, I mean I  
11 think it is pretty clearly our position that that's  
12 something that we shouldn't have to pay for. If we  
13 designed it efficiently and it's necessary, well, that's  
14 part of the collocation cost.

15 But if I understand your question maybe  
16 though, how do you know whether or not you have to ask  
17 for it, whether we're going to assume the responsibility  
18 of specifying that it will be necessary so if it is  
19 required it's going to be done. Was that part of your  
20 question?

21 MR. WALKER: I think that's the gist of my  
22 question is, if you're designing the overall cable  
23 routing for this, you will know the cable lengths and at  
24 which point regeneration is required, if necessary.

25 JUDGE RENDAHL: I think this ties back into

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1 Mr. Kopta's concern that he raised yesterday about the  
2 meaning of the term most efficient route. I mean it  
3 seems to tie back into that issue as to how the CLEC  
4 will know what is the most efficient or who that  
5 benefits, in a sense, whether it's most efficient to the  
6 CLEC or most efficient to Qwest or maybe mutually  
7 beneficial.

8 Mr. Kopta, do you see that connection as  
9 well, or is it a twist on the issue?

10 MR. KOPTA: No, I think that that's one of  
11 the concerns. If distance is an issue, and that was one  
12 of the points that we raised yesterday, then obviously  
13 the most efficient route would be the most direct route  
14 and to avoid the very thing that we're talking about  
15 here. So I did want to try and capture that concept  
16 somehow, which is why I'm waiting until the January  
17 workshop to be able to do that.

18 Because I think that certainly we -- that the  
19 CLEC ought to be able to have as much input as possible  
20 into the front end of the design so that Qwest is aware  
21 of the issue. And to the extent that regeneration might  
22 be required, it may be something that needs to be dealt  
23 with also as part of the identification of the route,  
24 that Qwest would say, this is the most efficient route,  
25 but it exceeds 500 feet, and you want a DS3 cross

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1 connect, and so you're going to need regeneration, and  
2 we can provide that for you at this point at this cost  
3 or something.

4 MR. HARLOW: There's another aspect to this  
5 too, which is not just the route of the cross connect  
6 cabling, but the initial choices of where the CLEC's  
7 first collo, or if it's two CLECs, where the CLECs'  
8 collos were placed, that determination is made by Qwest.  
9 Where if it's a CLEC to its own non-adjacent collo, the  
10 choice of where to place the second collo was controlled  
11 by Qwest. And then if you're using the ICDF option, the  
12 decision of where to place the ICDF is a third decision  
13 that's made by Qwest.

14 And obviously in the larger central office,  
15 there are a lot of different almost an infinite number  
16 of places those things -- elements could be placed. And  
17 the cable runs that would be required then even under  
18 most efficient design could vary greatly depending on  
19 the decisions made by Qwest as to where to place these  
20 three elements in the office.

21 JUDGE RENDAHL: I'm wondering, considering  
22 that XO had agreed to take back this issue for  
23 consideration, whether, Mr. Harlow, you would be willing  
24 to work with Mr. Kopta as a takeback to pull something  
25 together, unless Qwest has a proposal.

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1 Ms. Bumgarner.

2 MS. BUMGARNER: Well, I believe we will take  
3 a look at what Mr. Kopta has on the most efficient route  
4 wording, and I -- it has a little bit to do with this  
5 but not totally. I think that was using the shortest  
6 route and using existing cable racking. This particular  
7 issue around the channel regeneration charge, and it  
8 actually plays in, and Covad indicated that there's a  
9 later section where it is an issue, it's 8.3.1.9, which  
10 is the channel regeneration charge.

11 And in previous discussions at workshops  
12 about this and then in comments that were filed, the  
13 issue has been that CLECs didn't feel that they needed  
14 to pay the channel regeneration charge or felt that we  
15 weren't allowed to charge for channel regeneration, that  
16 in some earlier orders by the FCC and the expanded  
17 interconnection docket that they felt that there was  
18 some language in there suggesting that we didn't have  
19 the right to charge for that.

20 So under this particular issue, it's our view  
21 that, one, I think we have statements in here in the  
22 SGAT that indicate we will provide contiguous space if  
23 it's available. We don't look to provide a CLEC  
24 non-adjointing space. If there is contiguous space  
25 available, that's where we will put their second

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1 collocation space.

2           As far as the design, particularly in this  
3 instance when you're talking about connections between  
4 two CLECs, we may not have known they were going to  
5 interconnect at some point in time, and yes, they may be  
6 on different floors, and it may be at some distance that  
7 they need to use channel regeneration.

8           As far as whether or not we have the right to  
9 charge for channel regeneration, if we provide the  
10 channel regeneration, we believe we do have the right to  
11 charge for it. The previous orders that were under CC  
12 Docket 91-141, which were the expanded interconnection  
13 that dealt with collocation for access services, those  
14 were the proxy pricing rules that the FCC had used in  
15 the local competition order. Those proxy pricing rules  
16 were overturned by the Eighth Circuit decision. That  
17 decision was issued July 18, 2000. It vacated the FCC's  
18 proxy pricing rules. The specific rule that talks about  
19 collocation is rule 51.513, and in that order, it was  
20 left to the states about cost recovery.

21           Now in our costing on this, we do provide the  
22 ability to order the tie cables or connections without  
23 regeneration, and that can be ordered separately, or the  
24 CLEC has the option to provide their own channel  
25 regeneration. So we do believe that if we provide the

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1 channel regeneration that we should be able to recover  
2 our costs for that, or the CLEC has the option to  
3 provide their own.

4 JUDGE RENDAHL: So my understanding is that  
5 you don't just go ahead and do it, you give them the  
6 option of whether you will do it or they will do it.

7 MS. BUMGARNER: Yes.

8 JUDGE RENDAHL: Does that satisfy your  
9 concern, Mr. Walker and Mr. Harlow?

10 MR. HARLOW: No. Again, I think this goes  
11 deeper than this section, and perhaps the best way to  
12 proceed today is to leave this section open and take the  
13 issue on in its broader sense again when we get to  
14 8.3.1.9.

15 JUDGE RENDAHL: And your concern is with the  
16 last sentence of 8.2.1.23.1.4?

17 MR. HARLOW: That and I think the first  
18 sentence, CLEC is responsible for the end to end design.  
19 It doesn't say directly that we have to pay for it, but  
20 it seems to imply that CLEC has responsibility. And  
21 again, I think the reason we ought to hold this and take  
22 it up again later is, as I mentioned, it's not just the  
23 design of the cable routing, because it's possible that  
24 even a straight line between the two or three locations  
25 that Qwest has chosen, I guess it would be three since

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1 we're talking ICDF connections, it could be that even  
2 straight lines between those three points would exceed  
3 the cable lengths.

4 JUDGE RENDAHL: When you say hold, is there  
5 -- there's obviously the issue that we need to take up  
6 in Section 8.3.1.9. Generally we hold something over  
7 for the follow up if there's a takeback from one party  
8 to the other or if there's impasse that otherwise gets  
9 resolved.

10 MR. HARLOW: Well --

11 JUDGE RENDAHL: So for our purposes, I mean  
12 we can hold this until later discussion today on  
13 8.3.1.9, but for purposes of trying to work things out  
14 for the follow up in January, is it best to call this an  
15 impasse, or is it best to call this a takeback?

16 MR. HARLOW: Well, I think we should call it  
17 an impasse, and if somehow we resolve the issue at  
18 8.3.1.9, then we could come back and quickly resolve it  
19 here.

20 JUDGE RENDAHL: Okay, well, why don't we do  
21 that.

22 And then on subsection 5.5, does anyone have  
23 any language suggestions or concerns about that section?

24 MR. KOPTA: Before we get to that, I thought  
25 I would clarify something in light of the discussion.

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1 And not being an engineer, I guess the first question I  
2 have is, is there additional equipment needed for  
3 regeneration?

4 MS. BUMGARNER: (Nodding head.)

5 MR. KOPTA: And assuming that there is, would  
6 that be included in the first part of Section 8.2.1.23  
7 that talks about the CLEC having access to the  
8 designated route to construct using these enumerated  
9 facilities, would those copper, coax, or optical fiber  
10 facilities include regeneration equipment?

11 MS. BUMGARNER: I think what that's actually  
12 talking about is actually the facility, the cable  
13 racking and the route between two collocation spaces.  
14 And unless what you're -- what I envisioned for that was  
15 that you were talking about not really interconnecting  
16 to Qwest for any reason, that you're actually running a  
17 cable between your collocation space and another CLEC's  
18 collocation space. I think if we're talking about now  
19 you're wanting to put some piece of Qwest network in the  
20 middle of that to get access to channel regeneration, I  
21 think that's an entirely different thought.

22 MR. KOPTA: Well, that's one issue. The  
23 issue that I think I was focusing on first was if the  
24 CLEC wants to provide its own channel regeneration as  
25 part of this, if the distance exceeds the limit, does



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1 this provide for the CLEC's ability to do that, to  
2 install the equipment at the point where regeneration is  
3 needed along the route that Qwest has identified?

4 MS. BUMGARNER: Well, that channel  
5 regeneration would be in one or the other CLEC's  
6 collocation space using their own equipment.

7 MR. KOPTA: So if the distance between spaces  
8 was 500 feet, again using my example, and the maximum  
9 distance that you need channel regeneration is 455 feet,  
10 it would need to be somewhere in between the two cages,  
11 would it not?

12 MR. WALKER: That's right.

13 MR. KOPTA: So how would the CLEC do its own  
14 channel regeneration under those circumstances?

15 MR. WALKER: It would seem to me it would  
16 either have to be bay space provided or we would have to  
17 make arrangements somewhere to mount our equipment.  
18 Channel regeneration in these individual repeaters do  
19 not operate without power. They reside normally in a  
20 shelf. The most common version of them is a -- using  
21 two to four mounting bays or two to four mounting  
22 plates, and they regenerate one circuit both directions.  
23 So they have bidirectional regeneration, in other words,  
24 bidirection per circuit.

25 MR. WILSON: Most all of this is four wire.

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1                   MR. WALKER: Right, it's four wire. That's  
2 the easiest way to explain that. Thank you.

3                   MR. HARLOW: I understand it now.

4                   MR. WALKER: Sorry.

5                   MR. WILSON: But I had the same concern, that  
6 many times you're going to need the regeneration in the  
7 middle, and how would a CLEC do that. And I believe I  
8 heard Ms. Bumgarner say that Qwest wouldn't do that,  
9 which really puzzled me. Because if we ask Qwest to  
10 provision the circuit, I would think that -- I was  
11 assuming it was Qwest's view that you provision the  
12 circuit, and if regeneration is needed, that would come  
13 with it. I hadn't -- I didn't doubt that you would want  
14 to charge me for that, but I shared the same issues that  
15 Covad has, that the CLEC, one, was on chart and had no  
16 control over the design of the circuit and, two, had no  
17 control of the original placement of the collocation  
18 cages or spaces.

19                   MS. BUMGARNER: I didn't -- I didn't mean to  
20 suggest that Qwest would not provide regeneration. That  
21 was not my understanding of what this request for  
22 providing CLEC to CLEC connections. I mean bottom line  
23 is, you know, based on the FCC's orders and the court  
24 orders, we really don't have to provide CLEC to CLEC  
25 connections in the offices. It's not required. And so,

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1 you know, this has been a request by the CLECs to be  
2 able to do this, and so we were willing to add this in  
3 to the SGAT.

4 Really hadn't thought or hadn't been asked  
5 the question about getting Qwest in the middle of these  
6 CLEC to CLEC connections. You know, I can ask the  
7 question about it, but I think, you know, now we're  
8 adding another complexity into this of now it's going to  
9 be going through Qwest's connections, so.

10 MR. HARLOW: This is why the burdon ought to  
11 be placed on Qwest, because then I think we would see a  
12 lot less need for regeneration, because I think it would  
13 incent efficient design and placement from day one.

14 MR. KOPTA: I don't want them to reargue that  
15 point, but perhaps if Qwest is willing to consider in  
16 the event that assuming that the most efficient route  
17 still would require some form of regeneration between  
18 the collocation spaces on the CLEC to CLEC cross  
19 connect, number one, is there a facility for a CLEC to  
20 self provision the regeneration equipment, and number  
21 two, is that something that Qwest is willing to provide  
22 if the CLEC wants Qwest to provide the regeneration  
23 equipment at a mid point between the spaces where  
24 they're connected?

25 JUDGE RENDAHL: And that would be part of the

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1 takeback on that most efficient route concern?

2 MR. KOPTA: The Qwest side of taking that  
3 back, right.

4 JUDGE RENDAHL: Yes.

5 MR. WILSON: And let me just respond to what  
6 Margaret said. When I read the very first sentence in  
7 8.2.1.23, it says, Qwest shall design and engineer the  
8 most efficient route. Well, number one, I'm hoping that  
9 the cages are -- these are maybe AT&T and WorldCom cages  
10 that are right next to each other, and the wire -- the  
11 efficient route that I'm given is right between the  
12 cages, and we don't have this problem. And one comment  
13 there, I'm hoping that if the cages are side by side,  
14 the route we get back doesn't go up and down and across  
15 and around and come back to where we could have passed  
16 the wire through the two cages.

17 But if the -- if the collocation sites are on  
18 distant floors, I was assuming that when it says Qwest  
19 shall design and engineer, typically when you go floor  
20 to floor, you will hit three, four, five intermediate  
21 frames for a DS1, and the engineers would in normal  
22 course of design put in a regeneration in the middle  
23 when you needed it. They see that it's too long. They,  
24 on one of the interconnection places just to get from  
25 here to there, they generally have regeneration, and

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1 they would wire it in. I was assuming that was just how  
2 it would happen.

3           And so you might want to check on what, you  
4 know, whoever wrote this meant, but that's kind of what  
5 I was assuming. And I would think that the CLEC would  
6 only -- I mean the simplest way for the CLEC to be able  
7 to self provision regeneration is if it's just  
8 marginally too long. I mean you could then put it in  
9 one cage or the other.

10           MR. WALKER: Right.

11           JUDGE RENDAHL: Okay, well, it sounds like,  
12 and I don't want to cut this off prematurely, but I  
13 think we have had sufficient discussion that we can  
14 defer the remainder of it to Section 8.3.1.9.

15           Is there anything else that we need to talk  
16 about in terms of Section 8.2.1.23.1.4?

17           Okay, what about the next Section, .1.5?

18           MS. FRIESEN: We don't have anything.

19           JUDGE RENDAHL: AT&T has no comments. Any  
20 other comments?

21           Mr. Kopta.

22           MR. KOPTA: It may be just as a clarifying  
23 point since we did this earlier in terms of saying it  
24 could be two different CLECs, it could be the same CLEC,  
25 to add a preparatory phrase at the beginning of it

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1 saying, if the cross connect is between two different  
2 CLEC collocation spaces, because this all seems to deal  
3 with one of them taking the responsibility, and  
4 obviously if it's just one CLEC then --

5 MS. ANDERL: I don't think necessarily the  
6 way it's written requires that there be two. I mean I  
7 think that the language fits one CLEC quartering it for  
8 itself.

9 MS. BUMGARNER: Right. This is actually  
10 ordering the jumper, how you process the order and have  
11 a jumper running.

12 MR. KOPTA: It's not a big deal. It's just  
13 obviously only applies in that one circumstance, so it's  
14 just a suggestion for clarity, but not anything that's a  
15 big deal.

16 MR. WALKER: I have a question though.

17 MR. WILSON: I have a question.

18 JUDGE RENDAHL: Mr. Walker and then  
19 Mr. Wilson.

20 MR. WALKER: The CLEC must order these forms  
21 from Bleecher, I'm lost. I don't know who Bleecher is  
22 or what Bleecher is.

23 MR. WILSON: That's a good question.

24 MS. BUMGARNER: It's a -- it's the company  
25 that produces these forms. This is, I think, pretty

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1 standard if you talk with the people that do your  
2 ordering processes.

3 MR. WALKER: Okay.

4 MS. BUMGARNER: Do that ordering and billing  
5 form.

6 MR. WALKER: Yeah, I know that --

7 MS. BUMGARNER: The industry comes up with.

8 MR. WALKER: Yeah, I know that Qwest used to  
9 use Fizon, a company called Fizon for a lot of this  
10 stuff, and they no longer do that. So this refers to a  
11 company then?

12 JUDGE RENDAHL: So it should say Bleecher  
13 Corporation or Bleecher --

14 MR. MENEZES: Does it really have to be  
15 Bleecher? Can we get our forms from -- I mean couldn't  
16 it just say the CLEC must provide its own forms?

17 MS. STRAIN: Or must order the forms directly  
18 or something.

19 MR. MENEZES: It seems like your issue is you  
20 don't want to provide the copies; is that right?

21 MS. BUMGARNER: Well, we're not allowed to.

22 MR. MENEZES: Right, I see your following  
23 sentence.

24 JUDGE RENDAHL: Must obtain the forms in  
25 the --

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1 MR. MENEZES: Must obtain the forms --

2 MR. KOPTA: From a party other than Qwest.

3 JUDGE RENDAHL: So is there any objection to  
4 using the language, a CLEC must obtain these forms from  
5 a party other than Qwest?

6 Presumably that would cover the situation if  
7 Bleecher no longer provides the forms and someone else  
8 does. Is that acceptable?

9 MS. BUMGARNER: Would it be better to say  
10 from the publisher or a publisher?

11 MS. FRIESEN: No, because it could be --

12 MR. MENEZES: It's really our responsibility  
13 if we have a copywrite violation.

14 JUDGE RENDAHL: Ms. Anderl.

15 MS. ANDERL: The CLEC is responsible for  
16 obtaining these forms, period.

17 JUDGE RENDAHL: Okay, the language I have is,  
18 the CLEC is responsible for obtaining these forms,  
19 period. Is there agreement on that?

20 Hearing nothing, agreement.

21 Okay, anything else on this paragraph?

22 MR. WILSON: Yeah, I guess I have a general  
23 question. Up in .3 above, we talked about stuff, this  
24 was ordered on a location form, now we're talking about  
25 it's ordered on an ASR. Kind of raises a question in my



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1 mind, why couldn't all of this just be done on ASRs?  
2 Why would we ever need to go through the whole  
3 collocation process? These are just wires.  
4 MS. BUMGARNER: You don't order a tie cable,  
5 you don't order the tie cables to the ICDF on an ASR.  
6 MR. WILSON: Okay.  
7 MS. BUMGARNER: I mean the tie cables  
8 themselves are to the ICDF. Then when you want to  
9 actually do that cross connect, that's on the ASR.  
10 MR. WILSON: Okay. So the only time you  
11 would need a collocation process would be to install new  
12 tie cable?  
13 MS. BUMGARNER: Yes.  
14 MR. WILSON: If you already have existing tie  
15 cables, you can use those, it would just be an ASR.  
16 MS. BUMGARNER: Right.  
17 MR. WILSON: Or if you didn't want the ICDF  
18 at all, you were just doing a straight wire from one  
19 frame to another, that could also be an ASR?  
20 MS. BUMGARNER: Yes.  
21 MR. WILSON: Great, okay.  
22 JUDGE RENDAHL: Okay, is there anything  
23 further on Exhibit 451?  
24 MS. YOUNG: Just a quick question, Margaret.  
25 I'm assuming that the ordering CLEC is also the billing

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1 responsible CLEC. Or do you intend it to, if it's a  
2 situation for a cross connect between two CLECs, to bill  
3 each CLEC accordingly?

4 MS. BUMGARNER: I think the CLEC that would  
5 do the ordering would be the billing, would also be the  
6 billing CLEC or billed CLEC.

7 MS. YOUNG: Okay, thank you.

8 JUDGE RENDAHL: If there's no further  
9 discussion on this section, I will recap where I  
10 understand we are, and that is that Qwest and XO have  
11 sort of a mutual takeback on the first sentence of this  
12 whole section concerning designing and engineering the  
13 most efficient route and cable racking. The parties  
14 have agreed on significant and numerous language  
15 changes, which I won't go through, throughout the whole  
16 document.

17 And there is an impasse issue that Covad  
18 raised, but I'm assuming that may apply to other CLECs  
19 as well, regarding the imposition of channel  
20 regeneration charges, which will be discussed later in  
21 Section 8.3.1.9 as well. Does that fairly recap the  
22 section?

23 Mr. Cattanach.

24 MR. CATTANACH: If I could just add one thing  
25 Your Honor. I think that Qwest agreement to some of the

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1 language changes was conditioned upon some further  
2 dialogue with WorldCom.

3 JUDGE RENDAHL: That's right, and I'm sorry I  
4 didn't add that in.

5 Okay, well let's move on then. I think there  
6 were two -- Mr. Wilson.

7 MR. WILSON: I think I can close that one  
8 out, because I talked to Ann a little bit on the  
9 WorldCom dialogue, on why we wanted other, and it spins  
10 around this copper, coax, or fiber. In a lot of other  
11 places, we talk about copper as just bare copper, and I  
12 think in order to cover all types of signals that could  
13 go on copper, rather than get into that, it's better  
14 just to say or other. Because I would ask, I guess I  
15 would ask Qwest what does copper mean? Does it include  
16 IDLC, do you have route carrier between places, does it  
17 include blah, blah, blah.

18 JUDGE RENDAHL: Mr. Cattanach, does that help  
19 with the situation, help clarify?

20 MR. CATTANACH: Well, it certainly clarifies  
21 it in my mind, Your Honor. What I would like to do is  
22 probably even at the break come back and have a quick  
23 discussion and be able to close it out. I mean if we're  
24 talking about copper, that's not a problem.

25 JUDGE RENDAHL: Okay, well, why don't after

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1 the break you all let me know where you stand on that  
2 issue.

3 All right, we have two other exhibits that  
4 were passed out before we started this morning. One  
5 concerns Section 8.1.1, and the other concerns Section  
6 8.2.1.9.2. Who provided the exhibit of 8.1.1?

7 MS. HOLIFIELD: I did, Your Honor.

8 JUDGE RENDAHL: Ms. Holifield, thank you.

9 Let's figure out where to put it on our exhibit list.  
10 Let's be off the record for a moment.

11 (Discussion off the record.)

12 JUDGE RENDAHL: While we were off the record,  
13 we identified two exhibits, which will be sponsored by  
14 Mr. Wilson of AT&T. Exhibit 452 is a revised SGAT  
15 Section 8.1.1. What's been marked as Exhibit 453 is  
16 revised SGAT Section 8.2.1.9.2.

17 Mr. Wilson, let's go ahead with 8.1.1.

18 MR. WILSON: I think what we have done here  
19 is tried to capture what the CLECs wanted to do in  
20 covering both the situation where Qwest offers a new  
21 product which consists of a new type of collocation, we  
22 wanted to be able to immediately have the advantage of  
23 that product. And second, if the CLEC requests a unique  
24 or non-standard type of collocation, that they could do  
25 that through the BFR process.

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1 MS. HOLIFIELD: Your Honor, if I might, the  
2 first, the highlighted portion, the first part, I just  
3 wanted to type in the entire paragraph as I saw it as it  
4 now stands, and it's not in any way an offering that  
5 that is identical to what it's supposed to be, but it's  
6 just what I thought was left in that paragraph.

7 JUDGE RENDAHL: Okay.

8 MS. HOLIFIELD: I really just highlighted the  
9 portion that ought to be focused on.

10 JUDGE RENDAHL: Okay.

11 Ms. Bumgarner, have you had an opportunity,  
12 or Mr. Cattanach, have you all had an opportunity to  
13 review this?

14 MR. CATTANACH: Yes, we have briefly, Your  
15 Honor, and I think we understand the interest of the  
16 CLECs here. If we could break down the language that's  
17 been put in bold in maybe three parts.

18 The first part dealing with the eight  
19 standard types is not a -- I don't think there's a  
20 problem with that. The last sentence about the BFR  
21 process, I don't see that there's a problem with that.  
22 The problem that we have is with the one in the middle  
23 which talks about the immediately available concept. I  
24 mean there is not anything in the SGAT that provides  
25 such a mechanism, and I don't think it's possible to do

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1 it for a lot of the reasons that we discussed yesterday.  
2           Having said that, that's not to say that  
3 Qwest is opposed to some expedited process, and I think  
4 we talked a little bit yesterday about the parallel  
5 processing letter, and there are ways to get it done  
6 more quickly, and we're certainly open to that. But  
7 what I don't think will work is a notion that we can  
8 have a sort of an expedited procedure for amending the  
9 SGAT. I mean there isn't one now. That's not to say  
10 that we -- I mean there is a provision to amend the  
11 SGAT, that's for sure. But to say that there is some  
12 expedited process, I don't think there is one, and I  
13 think we have some very serious concerns about our  
14 ability to draft such a device.

15           So the short answer is the middle one gives  
16 us a problem. We think there are other ways to deal  
17 with it, but right now we're not in a position to say,  
18 yeah, this works, because it really doesn't work.

19           JUDGE RENDAHL: Is that something Qwest is  
20 willing to take back and review?

21           MR. CATTANACH: No, Your Honor, I don't think  
22 so. I think we went through yesterday all the reasons  
23 why it is that you can't just jump start the SGAT.  
24 There are other ways to do it, but I don't think saying  
25 that there's a way to fix the SGAT can get it done. I

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1 don't -- I mean we have talked a lot about that, and I  
2 don't think there is. So that one we may just have to  
3 to impasse on if that's the position of the CLECs, if  
4 they want something in the SGAT to get them an immediate  
5 start, we probably have to leave this one open.

6 JUDGE RENDAHL: Ms. Friesen.

7 MS. FRIESEN: Correct me if I'm wrong here,  
8 but I think what McLeod has attempted to say is not that  
9 there will be an expedited method for amending the SGAT,  
10 but rather there is an expedited ability to acquire the  
11 new product while the amendment is being worked on. And  
12 that to me is a different issue than what you just  
13 explained your difficulty was. So I'm wondering if you  
14 can't see your way to a solution for that.

15 MS. HOLIFIELD: If I could just add on that.  
16 If I understood what we were trying to get to was  
17 actually to address the parallel process. So we talked  
18 about putting a provision in the first of the contract  
19 that dealt with how to bring new products under the  
20 umbrella of this agreement and then be able to in a  
21 legitimate, scholarly manner go about the amendment, but  
22 not penalize the people operating under these agreements  
23 while we're doing it.

24 And so what we tried to do is say, in the  
25 general terms of this agreement, there is going to be a

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1 section that talks about how to bring new products under  
2 this agreement in a timely way instead of making us wait  
3 six months to a year to get it done. I think that's  
4 what we were trying to do.

5 MR. CATTANACH: That's, I think if I  
6 understand what you just said, then that's a somewhat  
7 broader issue, and again, I don't know that we're saying  
8 absolutely no way on that, but we have thought a lot  
9 about this, and so far we haven't figured out a way to  
10 get that done yet. But let me suggest this, if we solve  
11 that problem, this gets solved.

12 MS. HOLIFIELD: That's correct.

13 MR. CATTANACH: So I mean right now the, if I  
14 understand what's been drafted, it presumes some sort of  
15 expedited SGAT amendment process for new products, if  
16 that's a fair summary.

17 MS. HOLIFIELD: No.

18 JUDGE RENDAHL: I guess that's not what I  
19 hear the CLECs saying. I think there are two processes.  
20 There is the SGAT amendment process, and then there is  
21 actually making the product available to the CLECs. And  
22 I think what I hear them asking is that while the SGAT  
23 amendment process is proceeding, if a new product is  
24 made available and Qwest is amending its SGAT that they  
25 be -- that that product be available to them while the



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1 amendment process is proceeding. And it may be that  
2 Qwest perceives the SGAT amendment process to include  
3 all of that, and maybe that's a clarification that we  
4 need.

5 MR. CATTANACH: If I could just ask a  
6 follow-up question then. Then the assumption is that  
7 the SGAT itself is going to be modified to provide for  
8 this process, sort of an expedited availability process  
9 pending amendment.

10 JUDGE RENDAHL: Right.

11 MR. CATTANACH: Is that correct?

12 JUDGE RENDAHL: I think that's what the CLECs  
13 are requesting. Is that correct?

14 MR. WILSON: I mean from my point of view,  
15 just about the only advantage the CLECs have for these  
16 products that Qwest defines would be to get them early.  
17 And if we can't do that, I don't see any advantage to  
18 defining all of these things as products. I mean a  
19 product, I think somewhere in the SGAT it should say,  
20 new products that Qwest offers should be available  
21 immediately to the CLECs. And then you can change and  
22 modify what you actually do in the long run through the  
23 negotiation process, but you ought to be able to order  
24 them just like a retail customer.

25 MS. HOLIFIELD: And if they're generally

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1 available and through the process of the amendment you  
2 come up with different terms, then there ought to be  
3 some sort of true up, but there ought to be a way to get  
4 these immediately.

5 JUDGE RENDAHL: Why don't we take a morning  
6 break of about ten minutes. There's no clock in the  
7 room, but my phone here says 9:40. So why don't we take  
8 ten minutes, whatever your clock says, ten minutes from  
9 now, and we'll be back. So let's be off the record.

10 (Recess taken.)

11 JUDGE RENDAHL: I understand that, following  
12 our break, that Mr. Reynolds from Qwest is working on  
13 some potential language for Exhibit 452. Given that he  
14 is still not back in the room, let's proceed to Exhibit  
15 453, which is a proposed revision to SGAT Section  
16 8.2.1.9.2.

17 Mr. Wilson, do you want to explain this?

18 MR. WILSON: Well, I'm not sure that this  
19 completely does everything that we talked about  
20 yesterday, and I think I may propose that we wait on  
21 this until the follow up. We had a lengthy discussion  
22 yesterday about several issues, and I don't think we  
23 have yet captured everything.

24 JUDGE RENDAHL: Okay, so the best thing to do  
25 is at this point --

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1 MS. FRIESEN: Can we make this an AT&T  
2 takeback. I'm just noticing that this language does not  
3 reflect what I thought we had understood yesterday, so  
4 we would take it back and modify it slightly.

5 JUDGE RENDAHL: Is that acceptable to Qwest?

6 MS. BUMGARNER: Yes.

7 JUDGE RENDAHL: Okay, then why don't we do  
8 that.

9 Okay, given that we're still waiting for  
10 Mr. Reynolds, we jumped out of order, and now I suppose  
11 we can jump back in.

12 Ms. Bumgarner, what was the next section  
13 after 8.2.1.23 that you wanted to discuss?

14 MS. BUMGARNER: The next section that I have  
15 is 8.2.1.27, and I do have handouts for that.

16 JUDGE RENDAHL: Okay, your exhibit would be  
17 marked as Exhibit 454, and it will be revised SGAT  
18 Section 8.2.1.27.

19 MS. BUMGARNER: This particular section,  
20 based on discussions in Oregon, there was a question  
21 raised I believe by McLeod asking about the part that  
22 said that under the bona fide request process we would  
23 look at the conversions of collocation arrangements  
24 changing say virtual to a physical, and we had that as a  
25 takeback. When I talked with product management, we

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1 actually found that that was a mistake. We agree that  
2 it should have been on an individual case basis and not  
3 as a bona fide request to ask to make that change.

4 MS. HOLIFIELD: Could I ask a question, Your  
5 Honor.

6 Margaret, you have individual case basis  
7 capitalized. Is it -- I can't find it as a defined  
8 term. Is it a defined term? I mean if not, what do you  
9 mean by it?

10 MS. BUMGARNER: It's probably not a defined  
11 term. I'm trying to recall if it's used elsewhere that  
12 it is defined. I would need to look in the SGAT under  
13 some of the different sections, but --

14 MR. CATTANACH: Would it solve the problem if  
15 we just put it in lower case?

16 MR. WILSON: Yes.

17 MS. BUMGARNER: It's really to determine what  
18 the cost would be depending on what the arrangement is  
19 and that -- in the interval.

20 MS. HOLIFIELD: That's fine.

21 JUDGE RENDAHL: So the agreement is to put  
22 individual case basis in lower case letters?

23 MS. HOLIFIELD: Correct.

24 JUDGE RENDAHL: And other than that, are  
25 there concerns with this modification, or is there

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1 general agreement with this modification?

2           Hearing nothing, I'm assuming that that's  
3 agreement.

4           No, Ms. Friesen?

5           MS. FRIESEN: One moment please, Your Honor.

6           JUDGE RENDAHL: Sure.

7           MS. FRIESEN: I think we're okay with this,  
8 Your Honor.

9           MS. HOLIFIELD: I am fine with it.

10           JUDGE RENDAHL: Okay, thank you. Then it  
11 appears there's agreement on the proposed revision to  
12 Section 8.2.1.27.

13           Let's move on to the next section.

14           MS. BUMGARNER: The next section that I have  
15 is Section 8.2.1.29.

16           MR. KOPTA: Before we get to that one, if we  
17 might discuss a little bit Section 8.2.1.28, and  
18 yesterday we were having a discussion in terms of  
19 whether or not cable racking was something that was  
20 included in this section, and your clarification was  
21 that it wasn't.

22           So that leads me to think, what is included  
23 when you use just the phrase physical collocation  
24 arrangements? What can a CLEC subcontract, and what  
25 does -- what would Qwest do? Is there any place in the

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1 SGAT that identifies those two different types of  
2 arrangements?

3 MS. BUMGARNER: Well, this really involves  
4 the installation of the CLECs' equipment in their  
5 collocation space and the fact that they don't need to  
6 use Qwest or contractors that have been approved by  
7 Qwest to do that. They can use their own employees or  
8 vendors or subcontractors to do that work in their  
9 collocation space.

10 I think what we were talking about yesterday  
11 was where you're going between collocation spaces in the  
12 actual building of like a cable racking, which is really  
13 in Qwest's part of the office, and this is really  
14 talking about your own space. Is there something that  
15 we need to change to make that clearer?

16 MR. KOPTA: I think that would be helpful to  
17 have an understanding of what is meant by physical  
18 collocation arrangements, because my understanding was  
19 that Qwest would allow the CLEC, for example, to  
20 subcontract for construction of the cage itself, which  
21 is more than just the space. And if this section  
22 includes that sort of construction, then it's more than  
23 just the space.

24 And so my question is, what is it? Or if  
25 it's just the space within the confines, is there

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1 another section that deals with the cage and anything  
2 else that a CLEC can construct or arrange for  
3 construction on its own?

4 MR. CATTANACH: Just so we're clear, my  
5 assumption is that 8.2.1.28 makes it fairly clear that  
6 the CLECs' equipment can be constructed by a CLEC or  
7 contractor, and if the question is, what about the cage  
8 itself, is that where we are?

9 MR. KOPTA: Well, I'm just cross referencing  
10 this section and the terms and conditions for physical  
11 collocation, for example, and my understanding was that  
12 Qwest, for example, would allow a CLEC to construct its  
13 own cage should it choose to do that.

14 MR. CATTANACH: Correct.

15 MR. KOPTA: And I didn't see any place in the  
16 SGAT where that is specifically referenced, and so my  
17 assumption was that this Section 8.2.1.28 was that  
18 section. If Qwest's intention is that this only applies  
19 to construction within the cage in the space that the  
20 CLEC leases from Qwest for collocation, then, number  
21 one, I think that needs to be made clear in this  
22 section, and number two, that it also needs to be made  
23 clear in other sections when a CLEC can self provision a  
24 particular element of collocation and when. I'm  
25 assuming that it can not and then that there should be

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1 some specification in other divisions later, for  
2 example, the cage construction, that that is something  
3 that the CLEC can construct itself.

4 MR. CATTANACH: I was following until the  
5 very end, sorry. If the concern is that this doesn't  
6 make clear that you can build your own cage, we can say  
7 for the record you can build your own cage, or we can  
8 potentially just add something in here that talks about  
9 CLEC is not required to use Qwest or Qwest's contractors  
10 or personnel for the engineering and installation of  
11 CLECs' collocating equipment or cage. I mean that's not  
12 particularly elegant, but. If that does it, but I'm --  
13 and I thought it would do it, but I wasn't sure I  
14 followed everything else you said. So if that doesn't  
15 do it, what else do we have to work on?

16 MR. KOPTA: Well, my concern is knowing  
17 exactly which elements of collocation a CLEC can self  
18 construct or arrange for a mutually agreeable third  
19 party to construct. And while we're focusing on this  
20 section, the first question is, is this meant to include  
21 everything that the CLEC can construct, including not  
22 just the space itself, but anything outside the space.

23 And if the intent is that this provision only  
24 deals with what is inside the space, then I would  
25 suggest that this section needs to be made clearer to



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1 demonstrate that that's all that was meant by "physical  
2 collocation arrangements." To the extent that there are  
3 other elements outside of the cage or including the cage  
4 itself, those are dealt with with other provisions, and  
5 we can deal with self provisioning when we deal with  
6 those individual divisions later.

7           MR. WALKER: I think that was my comment on  
8 this along the same lines would be, does this preclude  
9 me from doing this construction myself? Is the comment  
10 or the statement here, it says, Qwest shall commit the  
11 CLEC to subcontract construction and build out of  
12 physical collocation arrangements with contractors  
13 approved by Qwest. If I do my own construction, I may  
14 or may not be an "approved contractor". As long as I  
15 adhere to Qwest standards for installation, I should be  
16 permitted to do that work.

17           MS. BUMGARNER: Well, I think that was really  
18 taken up in, first of all, the second sentence indicates  
19 that such approval involves security access  
20 arrangements. And the last sentence indicates that  
21 approval by Qwest of CLEC employees, vendors, or  
22 subcontractors shall be based on same criteria that we  
23 use in approving contractors for its own purposes.

24           MR. WALKER: Okay.

25           MS. BUMGARNER: So I don't think it was meant

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1 to indicate that you couldn't use your own employees to  
2 do installation work.

3 MR. WALKER: That leads me to a second  
4 question then, and that is that currently contractors,  
5 subcontractors, et cetera, are required to take an exam  
6 of the 77350. Does that imply that now my employees or  
7 Covad's employees have to take that same exam in order  
8 to be able to do that basic installation work in the  
9 office?

10 MS. BUMGARNER: That requirement was  
11 eliminated quite some time ago.

12 MR. WALKER: I know it was for the employees  
13 internally. I just wanted to make sure that that's  
14 still the case.

15 MS. BUMGARNER: Yes.

16 MR. WALKER: It won't be, okay, fine. Then I  
17 don't think I really have a problem then beyond that.

18 JUDGE RENDAHL: But, Mr. Kopta, your --

19 MS. BUMGARNER: I want to make sure I  
20 understand Mr. Kopta's question, and then I will  
21 probably have to take it as a takeback to maybe think a  
22 little more about what we might change on this. You  
23 want to know all the elements that the CLEC can  
24 provision themselves for the space including the  
25 enclosure and then also what they can construct

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1 themselves outside the space?

2           MR. KOPTA: Well, perhaps the easiest thing  
3 to do is just to say what is meant by the phrase  
4 physical collocation arrangements in the second line,  
5 what does that include?

6           JUDGE RENDAHL: Is that something you're  
7 willing to take back, Ms. Bumgarner?

8           MS. BUMGARNER: Yes.

9           JUDGE RENDAHL: Okay.

10          MS. HOLIFIELD: Could I also suggest that  
11 when you take that back that you do some work on the  
12 sentence to make sure it's clear that the CLEC can do  
13 the construction directly or through a subcontractor.

14          JUDGE RENDAHL: Well, is that taken care of  
15 by the last sentence?

16          MS. HOLIFIELD: Well, I'm not sure, because  
17 it says you can do it through a subcontractor. It  
18 doesn't -- I mean and then it says there's approval of  
19 your employees. Well, your employees could be there  
20 only to monitor. So I guess I would like it clear that  
21 I have the right to do the construction myself or to  
22 utilize a subcontractor that's approved by Qwest at my  
23 option.

24          MS. BUMGARNER: I guess at least for that  
25 piece of it, it would be Qwest will permit CLEC to

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1 construct or subcontract the buildout?  
2 MS. HOLIFIELD: That's fine.  
3 JUDGE RENDAHL: So the change is, Qwest shall  
4 permit CLEC to construct or subcontract the construction  
5 or to subcontract the buildout?  
6 MS. HOLIFIELD: That's fine, I just want that  
7 idea in there.  
8 JUDGE RENDAHL: And that's okay with Qwest?  
9 MS. BUMGARNER: Yes.  
10 JUDGE RENDAHL: Okay.  
11 MS. BUMGARNER: And then we will take back  
12 the question on trying to get more definition around  
13 what do we mean by the physical collocation  
14 arrangements.  
15 JUDGE RENDAHL: Okay, then let's move on to  
16 Section 8.2.1.29.  
17 Let's be off the record for a moment.  
18 (Discussion off the record.)  
19 (Marked Exhibit 455.)  
20 JUDGE RENDAHL: While we were off the record,  
21 Mr. Reynolds came back with some suggested language for  
22 SGAT Section 8.1.1.  
23 Do we have someone on the bridge line now?  
24 Is Ms. T. there? Okay, I am assuming not.  
25 Mr. Reynolds or Ms. Bumgarner, do you wish to

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1 explain this language?

2 MS. BUMGARNER: This language relates to I  
3 guess it's the open section in that sentence that talks  
4 about, pursuant to provisions contained in section, and  
5 then that was left blank. This was suggested wording to  
6 be put into the general terms and conditions to try to  
7 address about new product offerings, and then we would  
8 be able to reference that particular provision in there.

9 JUDGE RENDAHL: Any comments on this  
10 proposal?

11 MS. HOLIFIELD: If I might, and this could be  
12 out of my own ignorance, but I kind of envisioned in the  
13 general terms a more specific or definite process that  
14 included almost not, maybe not hard and fast time lines,  
15 but something that would give us some comfort that we're  
16 not going to be at a competitive disadvantage while  
17 Qwest is putting something out there and we're trying to  
18 get this offering. And so I guess I would like to see  
19 more definition around the process of bringing the  
20 product over for our use. And I think that this is what  
21 we're asking. I'm just not sure this goes into enough  
22 detail to tell us that we're going to get it in a timely  
23 fashion.

24 MS. BUMGARNER: That confuses me a little  
25 bit. We don't provide collocation to ourselves.

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1 MS. HOLIFIELD: Okay, well, then maybe I  
2 spoke incorrectly.

3 MS. BUMGARNER: I mean so as far as like the  
4 roll out of a new and improved version of collocation,  
5 the ones that we would be rolling that out to would be  
6 to the CLECs. So I guess I'm a little confused about  
7 that part of it. I mean it's not like a competing  
8 product with something that we're doing for ourselves.

9 JUDGE RENDAHL: But if this is in the general  
10 terms and conditions section, I'm assuming this might  
11 apply to more than just collocation.

12 MS. BUMGARNER: Right.

13 JUDGE RENDAHL: And that may be where  
14 Ms. Holifield's comment applies. But in the context of  
15 collocation, your response is probably appropriate.

16 MR. REYNOLDS: Well, I think we said  
17 yesterday that the company as it rolls out new products,  
18 typically those products are for the CLECs, and we  
19 notify them all as those products are ready to be  
20 deployed. We have the billing employees who go through  
21 everything we need to deploy the product.

22 And I think our point is that we certainly  
23 wouldn't hold up the ability of CLECs to amend their  
24 interconnection agreements for those products, holding  
25 them up until we get the provision in the SGAT. And we

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1 thought maybe that was the concern, that the SGAT would  
2 be the only governing body of terms and conditions for  
3 new products. We don't see it that way.

4           We think as we roll out a new product, it  
5 could be made available immediately. We would certainly  
6 notify the CLECs. That would be the whole intent of  
7 rolling out a product. I mean there will be product  
8 requirements that come out of the FCC, and we have  
9 requirements to make those available prior to their  
10 being included in an SGAT. And so there's a good  
11 example of us having to make new products available post  
12 haste. We don't have a problem with that concept or  
13 even reflecting that in the SGAT if we need more robust  
14 language to reflect that.

15           I think all we're saying is that there should  
16 not be an auto opt in, something that somehow trounces  
17 all over 252(i), the pick and choose requirements that  
18 are laid out in the Act. We don't believe that that's  
19 appropriate, but we certainly don't have a problem with  
20 making new products available as soon as they're ready  
21 pending inclusion in the SGAT.

22           MS. ANDERL: And frankly, I don't know that  
23 CLECs want their contract automatically amended. I mean  
24 maybe you do, but, you know, I know that Qwest has  
25 amendments out there say for subloops or other products

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1 that it currently offers that CLECs could sign tomorrow  
2 and yet don't want to, because they disagree about the  
3 terms and conditions, or they disagree with about the  
4 prices or whatever. And so I think that, you know,  
5 there are just a lot of issues that are maybe un --  
6 well, that maybe we would need to talk about if we were  
7 going to talk about some sort of an automatic amendment  
8 or auto availability of new products or services outside  
9 the scope of an interconnection agreement.

10 JUDGE RENDAHL: Maybe the best way to handle  
11 this issue is that it does seem to tie into a general  
12 terms and conditions issue, and it's not simply specific  
13 to Section 8.1.1, and instead of bogging down our to  
14 discussions here, we hold it over, which I indicated  
15 yesterday on the record and also marked down on my  
16 notes, that when we get to those issues of general terms  
17 and conditions, that is an appropriate issue to discuss.  
18 And it may be that the parties can have conditional  
19 agreement on that section pending something being worked  
20 out in the later workshops, and I just pose that as a  
21 suggestion to all of you.

22 MR. MENEZES: I think as a general matter,  
23 and we discussed this yesterday, this could be dealt  
24 with in a general terms section workshop.

25 I just want to respond that I don't think the



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1 CLECs have asked for an auto amendment, and you're  
2 correct, CLECs do not want an auto amendment to the  
3 agreements. What we want is auto availability, that may  
4 have been one of the terms you used, Lisa, of a product  
5 where Qwest has made it available, has established  
6 processes as a product in the way that in this industry  
7 companies develop products that are available.

8         And I think we expressed yesterday that the  
9 availability, immediate availability, simply has to do  
10 with the fact that the delay negotiating an amendment  
11 can be substantial. I think that there's a way to work  
12 this out so that those new products are available  
13 pursuant to the general terms and conditions of the  
14 existing interconnection agreement that the CLEC and  
15 Qwest have.

16         That if there are disputes about price, and I  
17 think it's accurate to say that often when a new product  
18 comes out, there are disagreements about price, that's  
19 why I think a true up kind of concept would be  
20 appropriate so that neither party is really damaged in  
21 the long-term by incorporating immediately a product.  
22 If the pricing is in dispute or some element of the  
23 process is in dispute, you can true up financial things  
24 or those things which uniquely can be trued up at a  
25 point later in time.

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1           So I think those are just the general points  
2 I wanted to bring out in case things were still not  
3 clear, but I don't necessarily object to taking this to  
4 another workshop. Because as we have discussed, it  
5 covers more than collocation. It's much broader.

6           MS. FRIESEN: And I think just for clarity's  
7 sake, while Qwest has made an effort here in Exhibit  
8 455, I don't think the exhibit quite hits the thrust of  
9 what the CLECs are asking for, but rather I think thrust  
10 is closer to what McLeod/AT&T have sponsored in the  
11 previous exhibit, which I am guessing is 453.

12           JUDGE RENDAHL: 452.

13           MS. FRIESEN: 452, so I guess we would like  
14 to hold this open pending the outcome in the general  
15 terms and conditions discussion, because if the general  
16 terms and conditions discussions turn out as we hope,  
17 then the reference that's in the current 452 exhibit  
18 would be appropriate. So I guess we're not in a  
19 position to foreclose that just yet.

20           JUDGE RENDAHL: Ms. Anderl.

21           MS. ANDERL: Our thought was a little  
22 different, but will maybe still enable us to move  
23 forward. We're willing to talk about this under general  
24 terms and conditions. We would like to close Paragraph  
25 8.1.1, and my suggestion is that of the bolded language

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1 that McLeod proposed, if we delete the middle sentence,  
2 that does not foreclose a general terms and conditions  
3 section having a provision in it that gets AT&T and  
4 McLeod what they want.

5 MS. FRIESEN: I think we would rather impasse  
6 it if you want to close rather than hold open, because I  
7 think the sentence that Qwest would like to delete out  
8 is critical to an understanding of how Section 8.1.1  
9 ought to function, and so we really think it needs to be  
10 in there.

11 JUDGE RENDAHL: Any other comments by Qwest?

12 Okay, then in terms of Section 8.1.1 the  
13 impasse has to do with the second bolded sentence on  
14 Exhibit 452, that at this point the parties are at  
15 impasse in a sense pending discussions concerning terms  
16 and conditions in a later workshop. Okay, thank you for  
17 that discussion.

18 Let's move on to, well, before we move on, I  
19 think, Mr. Walker, you had one additional issue on  
20 8.2.1.28; is that correct?

21 MR. WALKER: Yes, just a question, and it may  
22 not even at this point belong here, but I'm going to ask  
23 it anyway of Qwest. Is there any reason that a CLEC  
24 could not request Qwest, in say doing an augment type  
25 work or the initial installation of equipment, ask Qwest

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1 to go ahead and do that themselves? In other words,  
2 could we contract Qwest to do that work?

3 MS. BUMGARNER: You can ask for Qwest to do  
4 that work. Typically that kind of work is something  
5 that we don't do ourselves as far as installation of  
6 equipment. I mean we subcontract out.

7 MR. WALKER: No, I do understand that,  
8 Margaret. I think this has more to do with the  
9 additional augment work where it seems that there's some  
10 economy available if we have already ordered and  
11 requested Qwest to run in cable, adding power cable, et  
12 cetera, et cetera, if say a framework is included in  
13 that, that they place the framework at the same time.  
14 It's just something for consideration.

15 MS. BUMGARNER: Right. I think that the  
16 comment that we made in here that you're not required to  
17 use Qwest, but I mean you can.

18 MR. WALKER: Does not preclude us using  
19 Qwest?

20 MS. BUMGARNER: Right.

21 MR. WALKER: Okay, thank you.

22 JUDGE RENDAHL: Okay, are we ready to proceed  
23 on to 8.2.1.29?

24 Okay, let's do that. And I understand,  
25 Ms. Bumgarner, you do not have an exhibit on this

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1 section; is that correct?

2 MS. BUMGARNER: No, there's not a handout for  
3 this particular section.

4 JUDGE RENDAHL: So it would refer to Exhibit  
5 295, the language in Exhibit 295?

6 MS. BUMGARNER: Yes.

7 JUDGE RENDAHL: Thank you.

8 MS. BUMGARNER: And this section is open.

9 It's been held open. AT&T had asked to review some  
10 documentation that we had around the abnormal condition  
11 reports that are made, and that they wanted a chance to  
12 take a look at that documentation, and that's actually  
13 been E-mailed out, I believe, to all the participants  
14 for the Oregon workshop. I don't know that AT&T has had  
15 a chance to take a look at that yet.

16 MR. WILSON: I think we're fine with that.

17 JUDGE RENDAHL: So there's agreement at least  
18 by AT&T on this section.

19 Does any other party have any other issue or  
20 question?

21 Mr. Kopta.

22 MR. KOPTA: Just a brief request for  
23 clarification. After the first time you used the term  
24 abnormal condition report, which is about halfway down,  
25 to establish a short form of ACR so that we know what it

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1 means.

2 JUDGE RENDAHL: It appears to be an acronym.  
3 I think that's what Mr. Kopta is stating.

4 MS. BUMGARNER: Oh, I see what you're saying,  
5 yes.

6 JUDGE RENDAHL: Okay, with that change, are  
7 there any other suggestions or comments on this section?  
8 Hearing nothing, I think we can move on.  
9 There appears to be agreement on that section.

10 MS. BUMGARNER: The next section that I have  
11 is Section 8.2.3.5.

12 JUDGE RENDAHL: Before you move there, does  
13 anyone have any other issues on the terms and conditions  
14 for virtual collocation under Section 8.2.2?

15 Hearing nothing, okay, so 8.2.3.5, this  
16 refers to caged and cageless physical collocation.

17 MS. BUMGARNER: Yes, this section, we have  
18 agreement on the language for this section from previous  
19 workshops, the six state, the Oregon workshop. The only  
20 open issue, AT&T wanted to be able to review the tech  
21 pub that's referenced in this, Tech Pub 77350.  
22 Actually, we have sent that out as an E-mail to the  
23 workshop participants in Oregon. I don't know if AT&T  
24 has had a chance to look at that.

25 JUDGE RENDAHL: When you say tech pub, do you

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1 mean technical publication?

2 MS. BUMGARNER: Yes.

3 JUDGE RENDAHL: Thank you.

4 MS. FRIESEN: We apologize, but we haven't  
5 had an opportunity to check that yet, so we would like  
6 to hold this open until the follow up, and we will get  
7 back to that.

8 JUDGE RENDAHL: Okay, Mr. Kopta.

9 MR. KOPTA: Yes, thank you, Your Honor. This  
10 sort of goes back to the discussion that we had earlier  
11 with respect to 8.2.1.28. This section starts, when  
12 Qwest constructs the collocation space, leaving open I  
13 assume the possibility that the CLEC would be the one  
14 constructing the collocation space. So this is one of  
15 the instances in which if that prior provision only  
16 deals with within the collocation space, there needs to  
17 be some definition of what the CLEC can construct here.  
18 Because the e.g. includes racking, ducking, and caging,  
19 which I assume is not everything, as something that the  
20 CLEC could self provision.

21 MS. BUMGARNER: Okay.

22 JUDGE RENDAHL: Anything further?

23 MS. BUMGARNER: The question referencing back  
24 to?

25 MR. KOPTA: Right, because I mean what you do

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1 there may impact what you may need to do here. It's  
2 just a cross reference.

3 MS. BUMGARNER: So we will hold this open  
4 until the January meeting for AT&T to review that  
5 document.

6 JUDGE RENDAHL: Okay, anything further?  
7 Okay, what is the next section?

8 MS. BUMGARNER: The next section that I have  
9 is Section 8.2.3.7. There's no handout for this. This  
10 particular section has to do with early access. This  
11 was the section that we had included to permit CLECs to  
12 begin installation of their equipment prior to  
13 completing Qwest's work on the collocation space, and  
14 this issue is an impasse issue in other states, and that  
15 has to do with the payment of the 100% of the cost  
16 required to Qwest allowing CLECs to begin installing  
17 their equipment in that space.

18 And so I would reference the FCC's rule,  
19 which is 51.321. It's also addressed in Paragraph 59 of  
20 the order on reconsideration under CC 98-147. The only  
21 thing that's required for Qwest to do is to allow CLECs  
22 to tour and be able to review our work while it's in  
23 progress on collocation space. CLECs have asked if they  
24 could have "early access" to be able to start installing  
25 their equipment.



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1           And our concern with not receiving a payment  
2 for the collocation space prior to allowing CLECs to be  
3 in installing their own equipment, we want to be sure  
4 that we get the final payment on the collocation space  
5 and before CLECs have installed their equipment. Our  
6 concern right now is heightened by the fact that we have  
7 over 200 abandoned CLEC collocation spaces just in  
8 recent months. Some of those -- some of those we have  
9 not received the final 50% payment on. Some of those  
10 are the work is still in progress. So we have currently  
11 a little over \$13,000,000 in overdue payments on  
12 collocation spaces.

13           Some of those, there is equipment in. Some  
14 of those, there is actually customers being served from  
15 those spaces. That's now causing us great concern on  
16 what we're going to do with some of that. So we don't  
17 want to allow equipment to be installed in these spaces  
18 until we have been paid for the work that we have done.

19           And this, like I said, is an impasse issue in  
20 the previous states. And I don't know if there's any  
21 comments about it in this particular situation, but we  
22 will insist that we get the 100% payment before  
23 equipment is installed.

24           MS. HOLIFIELD: Could I ask one question?

25           MS. BUMGARNER: Mm-hm.

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1 MS. HOLIFIELD: Margaret, are you only  
2 concerned about the non -- that would be the  
3 nonrecurring is the 10% of construction.

4 JUDGE RENDAHL: You might have to speak up a  
5 bit for the court reporter.

6 MS. HOLIFIELD: The question I was asking was  
7 when she talks about 100%, you're talking about the  
8 nonrecurring?

9 MS. BUMGARNER: Right.

10 MS. HOLIFIELD: But this also says the  
11 recurring.

12 MS. BUMGARNER: Yes.

13 MS. HOLIFIELD: Now is that negotiable?

14 MS. BUMGARNER: No.

15 MS. HOLIFIELD: So explain why that's true.

16 MS. BUMGARNER: Well, because some of the  
17 costs, recovery costs, are included in that nonrecurring  
18 charge. And once a CLEC begins installing their  
19 equipment in that space, we believe that they're now  
20 making use of that space and that we ought to start  
21 collecting those nonrecurring charges, or excuse me,  
22 recurring.

23 JUDGE RENDAHL: Mr. Walker then Mr. Wilson.

24 MR. WALKER: Margaret, the problem I have  
25 with this is not so much paying 100% up front, I mean

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1 and ensuring that that's paid. I do, however, have some  
2 real problems with recurring charges. Because until --  
3 the largest single part of a recurring charge for any of  
4 us is power, and if we are not powered up, then there is  
5 no way that we can provide service. Qwest traditionally  
6 has not allowed power up until they are fully complete  
7 with the installation of their portion, and I find it  
8 really tough for me to want to pay that part of the  
9 recurring charges up until the time Qwest is ready to  
10 power up.

11 A case in point would be where I'm told that  
12 150 days out from when the turnover was supposed to be  
13 is when my power will finally show up. Well, I may  
14 choose to go ahead and build out my location, but I see  
15 no reason that I would continue -- that I would pay you  
16 the \$500 some odd dollars a month for power that I'm not  
17 receiving or the inability to turn on my equipment. I  
18 understand Qwest's position in this also. You guys are  
19 hung out to dry in a lot of places, but.

20 MS. BUMGARNER: We don't believe that early  
21 access is a requirement.

22 MR. WALKER: I understand.

23 MS. BUMGARNER: By the FCC, and so I mean we  
24 will probably be at impasse on this issue here as well.  
25 I think the other thing to be pointed out, this was

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1 probably more concerned with longer intervals. I think  
2 with the shortened intervals that we have, maybe this  
3 isn't as big a deal for some of the CLECs now. But at  
4 any rate, we would be at impasse on this. We do believe  
5 we should get that payment up front before the CLEC  
6 starts making use of the space or installing their  
7 equipment.

8 MR. HARLOW: I have a question. Wouldn't  
9 Qwest tend to be better off having equipment in place,  
10 since I presume under state law you might have a lien  
11 claim against that equipment to help it get paid?

12 MS. BUMGARNER: Thank you, I will pass that  
13 on to our attorneys.

14 JUDGE RENDAHL: Mr. Wilson.

15 MR. WILSON: Well, AT&T thinks it's quite  
16 reasonable to be able to start installing equipment  
17 early, especially if there are anticipated lengthy  
18 delays, because there are some delays. And we feel that  
19 it's unreasonable to have to pay everything up front in  
20 order to start installing equipment. I think there are  
21 advantages to both companies to getting things in there  
22 early.

23 And I don't think that the rationale that  
24 there are CLECs that have had financial problems and may  
25 have abandoned space should be a penalty on CLECs who

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1 pay for their space and are good citizens. I think that  
2 Qwest should have other mechanisms to recover any  
3 investments they have made, and maybe they should go  
4 into the business of selling unused space or otherwise  
5 making space available that's been abandoned by other  
6 CLECs.

7           In fact, it does kind of raise the question,  
8 is collocation space owned by one CLEC an asset that it  
9 could sell to another CLEC if it's going out of  
10 business. That's a good question that probably hasn't  
11 yet been addressed and might solve some of the problems  
12 that haven't paid in collection. It might be prime  
13 space.

14           MS. FRIESEN: Well, I think there's also an  
15 additional issue for the CLECs, because if we pay 100%,  
16 the FCC certainly requires that we have early access to  
17 examine how Qwest is or whether it's properly installing  
18 the cage and the space and making it ready. So if we  
19 have early access and we pay 100%, then we have no  
20 recourse either with Qwest if they fail to adequately  
21 install for our collocation needs. You know, generally  
22 you can withhold payment, and we have no leverage at all  
23 at that point. So that puts us at a disadvantage as  
24 well, hangs us out to dry.

25           JUDGE RENDAHL: Mr. Menezes.

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1                   MR. MENEZES: To follow up on the point that  
2 Ms. Friesen just made, it's not that CLECs are unwilling  
3 to pay anything to gain early admission to install their  
4 equipment. We have had discussions about paying, for  
5 example, on the nonrecurring charge the amount incurred  
6 by Qwest up to the date of early entry, for example,  
7 which may not be the full balance of the 50% remaining,  
8 but it might be 30% or 35% or 40%, I don't know, but  
9 some amount that should give Qwest comfort that in  
10 letting us into the space early, we are making that  
11 expenditure, and we are making them whole to that point  
12 in time.

13                   I think we have also had discussions about  
14 progress payments from that point forward. If there is  
15 more than 30 days remaining or some period of time where  
16 progress payments are warranted, that wouldn't be  
17 unreasonable. You're paying for the work that has been  
18 done. So I just want to make sure that the record  
19 reflects that that is a middle ground that we have  
20 proposed, and we haven't met with acceptance from Qwest,  
21 but we are willing to do that. That's a suggestion on  
22 the nonrecurring charges.

23                   On the recurring charges, I want to agree  
24 with Covad's comment that a recurring charge to begin  
25 once we enter the space to install equipment to some

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1 degree may be appropriate. But if you're charging us  
2 for power, I mean if we can't use the power because it's  
3 not ready, that isn't appropriate.

4           And so I mean I think there is some middle  
5 ground that could be reached, but I sense that and we  
6 have heard from Qwest that they're not willing to go  
7 there, and if that's still the case, then yes, we are at  
8 impasse. But I just wanted to make the record reflect  
9 that there could be a middle place that we haven't  
10 gotten to yet, and we certainly could try.

11           JUDGE RENDAHL: Ms. Strain.

12           MS. STRAIN: I have a question for Qwest.  
13 When you use contractors or subcontractors to perform  
14 this work, do you keep a retention of what you pay them  
15 until their work is determined to be satisfactory by  
16 you?

17           MS. BUMGARNER: A final review, if I'm  
18 following, on the contractor's review, a final review of  
19 their work before we pay them?

20           MS. STRAIN: Right, do you, you know,  
21 normally when you hire a contractor, you retain 10% of  
22 the agreed upon payment until the work is done, and you  
23 make sure it's, you know, it's done to your  
24 satisfaction. Does Qwest do that?

25           MS. BUMGARNER: Yes.

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1 MS. STRAIN: When they contract, use  
2 contractors to do their collocation?

3 MS. BUMGARNER: Yes.

4 MS. STRAIN: Thank you.

5 JUDGE RENDAHL: Ms. Anderl.

6 MS. ANDERL: If I can just respond to  
7 Ms. Friesen's point about how if they pay 100% before  
8 the completion, if the CLEC pays 100% before the  
9 completion, they are left with no recourse against  
10 Qwest. I think we need to go back there and say that  
11 the CLEC has no obligation to take early access. That's  
12 a benefit to the CLEC that the CLEC had asked for. One  
13 would assume that we have had some prior dealings with  
14 the CLECs, and either the companies believe that the  
15 construction will or won't be completed appropriately.

16 But if they have concerns about whether the  
17 construction is going to be completed appropriately and  
18 feel they need to not pay the 50% remaining until the  
19 construction is complete, then the solution is that they  
20 don't need to elect the option that they have of taking  
21 early access.

22 MS. FRIESEN: I think that that response  
23 really makes this section an empty offer. I mean it  
24 basically says, CLEC, pay up front regardless of what  
25 quality of our installation will be and regardless of



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1 whether or not we timely finish. And if you decide to  
2 take that gamble, you get early access. Otherwise  
3 forget it. Frankly, I thought you were trying to offer  
4 a benefit to a CLEC through this provision, and it  
5 doesn't seem to me that you're really willing to make it  
6 a reasonable benefit. So I guess from your response,  
7 all we can conclude is that we're at impasse.

8 MS. ANDERL: I think we are at impasse, but I  
9 think I would still have to disagree that the CLECs have  
10 no recourse. I mean the CLECs have a number of avenues  
11 of recourse, including recourse that's granted regarding  
12 timely completion in the Commission's newly adopted  
13 collocation rules as well as various other provisions  
14 within either the SGAT or their individual  
15 interconnection agreements. So I would dispute that  
16 you're left without recourse. But beyond that, I would  
17 agree with you if we call it at impasse.

18 JUDGE RENDAHL: Well, I think unless there  
19 are further comments that really will move us forward, I  
20 think we clearly are at impasse.

21 Mr. Kopta then Mr. Wilson.

22 MR. KOPTA: Yeah, I wanted to move back to  
23 the recurring charge issue, and the sentence that talks  
24 about that is near the end, and it says, all appropriate  
25 recurring charges will begin on the negotiated date.

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1 And I think I'm wondering whether there's really a  
2 dispute, because perhaps we need some more definition of  
3 appropriate.

4           Certainly the recurring charge before space  
5 rental, for example, would be appropriate, and I don't  
6 think any CLEC would argue that they should start paying  
7 that as soon as they start putting equipment in that  
8 space. But if power isn't hooked up and obviously they  
9 can't use it in their board, in our view it wouldn't be  
10 appropriate.

11           And so maybe the issue here is to determine  
12 what is appropriate, and if you can bring some more  
13 definition to that, then at least on the recurring  
14 charge issue, there wouldn't be a dispute. But those  
15 that we agree would be appropriate would start to apply,  
16 and others would apply only as soon as they have been  
17 provided, which as Ms. Anderl was referring to, the  
18 Commission's rule provides for.

19           JUDGE RENDAHL: Is that something,  
20 Ms. Bumgarner, you're willing to look into?

21           MS. BUMGARNER: Yes, I can ask the question.

22           JUDGE RENDAHL: Then on that issue, it seems  
23 like it would be a Qwest takeback on the recurring  
24 charge issue, what is an appropriate recurring charge.

25           Mr. Wilson.

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1           MR. WILSON: Just one comment on Ms. Anderl  
2 mentioned the CLEC's recourse. I think there is a huge  
3 disparity here. The CLECs can sometimes pay up in the  
4 range of \$100,000 for the nonrecurring part of the  
5 collocation, and so we're talking 50% of that early,  
6 you're talking upwards of \$50,000. On the other side of  
7 it, the payment or penalty that Qwest proposed to pay  
8 for late delivery of collocation last I looked was \$25 a  
9 month.

10           MS. HOLIFIELD: I'm sorry?

11           MR. WILSON: \$25 a month, so I think there's  
12 a little disparity.

13           MS. ANDERL: Well, Mr. Wilson, I think I  
14 would just have to point out that I think that the  
15 Commission's rules require 10% of the nonrecurring  
16 charges per week, something we opposed. But if the CLEC  
17 has appropriately forecast the need for the collocation  
18 space and Qwest misses the delivery date, so.

19           MR. WILSON: What I was quoting was the Qwest  
20 proposal in the raw for payment on the PID for delivery  
21 of collocation.

22           MS. ANDERL: That may well be. I'm just  
23 pointing out that I think that's what's going to be the  
24 rule here in Washington.

25           MR. WILSON: We hope not.

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1                   JUDGE RENDAHL: Okay, is there anything else  
2 that will move us forward on this section, or are we  
3 just going to continue discussing the impasse, because I  
4 don't think that that's particularly productive at this  
5 point.

6                   I think Mr. Harlow you had a comment, and  
7 then Mr. Menezes.

8                   MR. HARLOW: I'm going to pass.

9                   JUDGE RENDAHL: Okay, Mr. Menezes.

10                  MR. MENEZES: I have one question for  
11 Ms. Bumgarner. I think you said that Qwest's reason, I  
12 think the primary reason you stated for wanting this  
13 full payment up front is nonpayment by certain CLECs to  
14 the tune of \$13,000,000 outstanding today. If Qwest  
15 were to require deposits or require this full payment  
16 from those CLECs who are the bad debtors as opposed to,  
17 as Mr. Wilson put it, the good citizens who are current  
18 in payments with Qwest, wouldn't that go to Qwest's  
19 concern?

20                  And we don't have the situation of CLECs who  
21 are current in payment with Qwest paying up front for  
22 something that hasn't been completed, and they have good  
23 payment history. And for those that are not making  
24 payment, bad payment history with Qwest, you have that  
25 sort of mechanism. Would that address Qwest's concern

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1 or not?

2 MS. BUMGARNER: I think that might be hard to  
3 determine. I would say that some that have abandoned  
4 their collocation space were current up until that time.  
5 Today may be good, tomorrow may be bad, it's kind of how  
6 the market goes.

7 MR. MENEZES: Thank you, we don't need to  
8 spend any more time on that.

9 JUDGE RENDAHL: Mr. Kopta, I think you had a  
10 comment, and I think we will cut it off at that.

11 MR. KOPTA: Yes, and this is actually a  
12 different issue, so.

13 JUDGE RENDAHL: Good.

14 MR. KOPTA: It will move us along one way or  
15 the other. In the memo that we sent out, and I'm not  
16 sure that it's really tied to this section, but it  
17 didn't really fit anywhere else in terms of the  
18 Commission's rule that requires that Qwest provide  
19 information and accept orders 30 days in advance that  
20 would allow CLECs to -- am I getting ahead of myself  
21 again?

22 MS. BUMGARNER: Yeah, I have a note that I do  
23 have it that you did make a comment about it, and it  
24 will be in one of the sections later or a new section.

25 MR. KOPTA: And that would probably be more

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1 appropriate than this spot. As I say, I didn't know  
2 where else to hang that comment.

3 JUDGE RENDAHL: Okay, well, let's hold that  
4 thought and consider ourselves at impasse with one  
5 takeback issue for Qwest, which is to clarify what the  
6 meaning of appropriate recurring charges are.

7 And on that note, let's move on to the next  
8 section.

9 MS. BUMGARNER: The next section that I have  
10 is Section 8.2.3.10, and I do have a handout.

11 JUDGE RENDAHL: And that would be Exhibit 456  
12 and will be labeled revised SGAT Section 8.2.3.10.

13 Ms. Bumgarner.

14 MS. BUMGARNER: On this Section 8.2.3.10, the  
15 part that is highlighted on this Exhibit 456 is language  
16 that was agreed to. We agreed to make this change in  
17 Oregon, and this was to recognize that CLECs may be  
18 making an effort to correct the safety problem that's  
19 discovered, that maybe they can't get it done in the 15  
20 days due to some other problem, but that they are making  
21 an effort to do something about it. So we agreed to add  
22 this sentence in or this phrase in Oregon.

23 JUDGE RENDAHL: Any comments?

24 Mr. Hsiao.

25 MR. HSIAO: I have a question about the

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1 elimination of the word immediate in the line five lines  
2 up from the bottom. Our discussion of this, I think  
3 this was in Colorado where we came up with this  
4 language, was that we were talking about that Qwest  
5 could take the sort of drastic step of shutting down the  
6 CLEC's collocation only when there was an immediate  
7 threat to either the safety of Qwest employees or to the  
8 network.

9           And my concern about -- I understand that,  
10 you know, when there's safety issues that there should  
11 be an immediate remedy, but my concern is that if let's  
12 say we're talking about a weight limitation is exceeded  
13 by the CLEC's installation, there is no real immediate  
14 threat to the safety of Qwest employees, but I suppose  
15 in the long run if there are several CLECs that are all  
16 over the weight limit, that would be some kind of  
17 long-term threat to the safety of Qwest employees. And  
18 I just want this distinction that the threat has to be  
19 immediate.

20           MS. BUMGARNER: I think the last sentence --  
21 actually, I think this may be language that you proposed  
22 in Colorado, I think that last sentence of the section,  
23 if there is a threat to the safety of Qwest employees or  
24 an immediate threat to the physical integrity of the  
25 conduit system, cable facilities, or other equipment in

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1 the premises, that Qwest can take action to correct  
2 that. So I thought we had addressed that by any safety  
3 problems is pretty serious stuff if you're talking about  
4 the employees.

5           If it's a longer term thing, that will be  
6 caught and reported to the CLEC during these audits that  
7 are done. But it's certainly not something that Qwest  
8 would take immediate action on if there was a longer  
9 term issue.

10           MR. WILSON: I just want to point out that  
11 the immediate was not struck in Oregon, and we went  
12 through this, and I didn't hear Qwest wanting to make a  
13 change.

14           MS. BUMGARNER: I'm sorry, maybe I have  
15 missed where -- which immediate, there's --

16           MR. WILSON: Both of them were in the  
17 sentence as not struck in Oregon when we went through  
18 this. Now I'm looking at the Oregon, the SGAT from  
19 Oregon.

20           MS. BUMGARNER: Oh, okay, so that the one, if  
21 there is an immediate threat to the safety?

22           MR. WILSON: Yeah, it's in there.

23           MS. BUMGARNER: Oh, well, maybe that's a typo  
24 on my part.

25           MR. WILSON: Yeah.



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1 MS. BUMGARNER: We can add that back in. I  
2 don't have a problem with that.

3 JUDGE RENDAHL: Okay, with that word added  
4 back in, are there any concerns or questions about this  
5 section?

6 Hearing nothing, I am assuming we have  
7 agreement.

8 Okay, let's move on.

9 MS. BUMGARNER: The next section that I have  
10 is 8.2.4.2, and in this section, we have actually had  
11 agreement all along on the language in this, but this  
12 relates to a comment by XO in your supplemental comments  
13 that you filed, and I think you asked about the  
14 collocation point of interconnection on that.

15 That's a phrase or that terminology has been  
16 in use for a very long time. It relates back to the  
17 original orders on CC Docket 91-141 on the expanded  
18 interconnection. I believe that that's the terminology  
19 that the FCC used to try to describe that splice that's  
20 in the manhole outside the office. And that truly is  
21 the collocation POI is not the actual POI. I mean it  
22 doesn't replace the POI.

23 There is the point of interconnection that's  
24 in the office still. This is just the splice point  
25 that's in that manhole, and that's a term that's been

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1 used for a very long time. I don't know how to get  
2 around that. I mean it's kind of a term we have used  
3 for a very long time.

4 Ken --

5 MR. KOPTA: I think probably the easiest  
6 thing, and again, I'm not -- my concern is that point of  
7 interconnection in caps is a defined term, yet  
8 collocation before that is not a defined term, so it's  
9 just a little misleading. And I think the easiest thing  
10 would be to add a definition in the definition section  
11 and then it's collocation point of interconnection so  
12 that there isn't any confusion with what is a point of  
13 interconnection.

14 MS. BUMGARNER: Ken, you had something you  
15 wanted to say.

16 MR. WILSON: Well, I was just going to  
17 explain that there used to be a problem. The CPOI is,  
18 as you -- as Margaret said, the splice point in a  
19 special manhole that Qwest constructed outside of its  
20 office to convert from CLEC fiber to Qwest fiber to get  
21 into the wire center. There was a large controversy for  
22 the first few years after the order, because Qwest was  
23 requiring that splice in all cases, and it was extra  
24 cost. But they added the express fiber entrance  
25 facility, which you see added at the bottom of this

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1 paragraph, which is another option that allows you to  
2 avoid the splice.

3           The CPOI is described probably in the IRRG  
4 and other places, and if we need a definition for it  
5 here, I don't think that's a problem.

6           MS. BUMGARNER: I think it is in the FCC  
7 docket, I think it's in the IRRG, I think it's in the  
8 tariffs. This goes back a very long way, but we will  
9 look at adding some kind of a definition.

10          MR. KOPTA: That would be fine.

11          JUDGE RENDAHL: Okay, so is there general  
12 agreement with the addition of a definition of the CPOI?

13           Okay, so it's an agreement and a Qwest  
14 takeback in a way?

15          MS. BUMGARNER: Yes.

16          JUDGE RENDAHL: Okay, anything further on  
17 that section?

18           Let's move on.

19          MS. BUMGARNER: The next section that I show  
20 is Section 8.2.6, and I do have a handout.

21          JUDGE RENDAHL: Okay.

22          MR. KOPTA: Actually, before we get to that  
23 point, I have something on 8.2.4.3.1.

24          MR. WILSON: Standard fiber entrance  
25 facility?

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1           MR. KOPTA: Yes, and this was an issue that  
2 we had raised in terms of the terms and conditions  
3 requiring increments of 12 fibers. And this was the  
4 first, well, I suppose maybe in the briefing in the cost  
5 cases, the first time that I had seen any proposal on  
6 the part of Qwest to have increments of 12 fibers. The  
7 pricing was always on a per fiber basis, and that's been  
8 my assumption that fiber is available on the per fiber  
9 basis, and yet this requires increments of 12 fibers, so  
10 if you need 6 fibers, you have to get 12.

11           MS. BUMGARNER: As I understand it, the  
12 splice that is done on that entrance facility is in  
13 increments of 12. That doesn't mean that you have to  
14 light all 12, but the splice that's done on that fiber,  
15 it is 12. And so I think that's what they're addressing  
16 here is the fiber that they're splicing, that entrance  
17 fiber that they're getting in.

18           JUDGE RENDAHL: Mr. Wilson.

19           MR. WILSON: Let me see if I can help, and I  
20 think part of the problem here, and I complained in  
21 other places, is that we're using the word -- the term  
22 entrance facility here in a very different way than  
23 Qwest's product, which is -- for interconnection, which  
24 is an entrance facility.

25           MS. BUMGARNER: Right.

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1           MR. WILSON: This, and it's unfortunate, this  
2 is talking about when a CLEC brings its fiber up, its  
3 own fiber, and Qwest is splicing it to another fiber  
4 that they provide that would go into the building. And  
5 I believe that you are correct, Margaret, that the  
6 standard splice that one does is not fiber by fiber,  
7 it's a 12 -- it's a 12 fiber splice that's done on --

8           MS. BUMGARNER: We're not going to go into  
9 the manhole each time to splice one fiber at a time on  
10 it. It's the facility.

11          MR. WILSON: Yeah, I'm not sure it's even  
12 possible.

13          MS. BUMGARNER: Yeah, and I would agree with  
14 you. I think it's unfortunate that this terminology is  
15 used kind of both scenarios. You have that entrance  
16 facility for the interconnection piece. This is talking  
17 about the actually bringing that fiber entrance, and  
18 it's also talked about as being the entrance facility.

19          MR. WILSON: Right, so this would be when the  
20 CLEC brings its own fiber, and I don't know of anyone  
21 that would ever put in one strand. You bring in a load.

22          MR. KOPTA: And I'm not saying that it would  
23 be just one, but it may not be 12, so I guess the  
24 question is, really the bottom line I suppose is, is a  
25 CLEC going to be charged for 12 in increments of 12

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1 fibers, because the entrance facility is priced right  
2 now as Qwest has proposed on a per fiber basis?

3 MS. ANDERL: Let me just kind of talk to you  
4 about that, Greg. Because as I recall our testimony in  
5 the docket, we did present costs and prices on per fiber  
6 basis. But in both Jerry Thompson's testimony and Larry  
7 Brotherson's testimony, and we can go look at it if we  
8 need to if our memories are not serving us correctly,  
9 but I thought that they said in their testimony going on  
10 in that cost docket that even though we were costing and  
11 pricing on a per fiber basis, they were required to be  
12 purchased in increments of 12.

13 MR. KOPTA: I don't recall that, so we would  
14 need to check that. I do recall, however, that part or  
15 some of the assumptions of Qwest's costs were based on  
16 18 fibers, which is not an increment of 12. So there is  
17 some inconsistency there, at least in terms of  
18 developing the prices if you're doing it on a per fiber  
19 basis, but then you're saying that you have to take them  
20 in increments of 12.

21 MS. ANDERL: I think we used 18 fibers as an  
22 assumption of costing and pricing. That just goes to  
23 the CLEC's benefit as opposed to using a smaller  
24 assumption, a smaller number of fibers. Because you get  
25 a lower per fiber cost in price. So I don't know that

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1 the fact that we would have used 18 in a cost study  
2 makes a difference for purposes of the terms and  
3 conditions proposal in a way that would be adverse to  
4 you.

5 MR. KOPTA: And I'm not saying that the usage  
6 was inappropriate. I'm just saying that it's  
7 inconsistent with a minimum of 12 or increments of 12  
8 fibers, so that's the concern that I have, that, you  
9 know, why are you pricing them on a per fiber basis when  
10 the entrance facility is divided into anything that's a  
11 12. That doesn't -- that's misleading at best.

12 MS. BUMGARNER: I'm not going to address what  
13 happened in the cost proceeding here --

14 JUDGE RENDAHL: Ms. Bumgarner, before you go  
15 on, I think it's clear that there's a dispute maybe or  
16 uncertainty over what the testimony was or what occurred  
17 in the cost docket, and I think that it may be best for  
18 both XO and Qwest to take that back, confer amongst  
19 yourselves, see if you can come to some conclusion as to  
20 what happened in the cost docket, and how that might  
21 impact this section here.

22 And I think it might be best instead of  
23 debating it here without the actual knowledge in front  
24 of us if both of you take that back in the interests of  
25 time, and then we bring it back in January. If you have

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1 resolved it, great. If not, then it will be an impasse  
2 issue.

3 MR. KOPTA: That sounds fine.

4 MR. WILSON: And I might point out there are  
5 two, looking at the attachment A, there are two prices  
6 listed. One is for fiber, for set up of the splice, and  
7 then the other is as Mr. Kopta said per splice. So it  
8 might be helpful to explain what the set up covers and  
9 what -- versus what the per fiber covers.

10 JUDGE RENDAHL: Okay, what's the next section  
11 we need to look at? Is there any -- does anybody have  
12 anything between the section we have just been  
13 discussing and 8.2.6?

14 Hearing nothing, let's go on to 8.2.6.  
15 Ms. Bumgarner, do you have a --

16 MS. BUMGARNER: Yes, there is a handout.

17 JUDGE RENDAHL: Okay, the handout will be  
18 marked as Exhibit 457, and it will be described as  
19 revised SGAT Section 8.2.6.

20 MS. BUMGARNER: This Section 8.2.6 deals with  
21 terms and conditions for adjacent collocation. The  
22 changes that are shown are based on the discussions at  
23 the Oregon workshop. The first section, the 8.2.6.1,  
24 these changes were agreed to in Oregon for this  
25 particular section.



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1           The second highlighted part, which is under  
2 8.2.6.3, this change based on discussions in Oregon, and  
3 Qwest had gone back to talk about this, Qwest has  
4 changed its section to indicate that we will provide the  
5 power and all other physical collocation services and  
6 facilities to the adjacent collocation space. And I  
7 believe that was an issue of disagreement in Oregon, and  
8 we have changed that to indicate we will provide those.

9           I don't know if there are any other comments  
10 on the other sections.

11           JUDGE RENDAHL: Any proposed changes,  
12 suggestions, questions?

13           MS. HOLIFIELD: I recall in Oregon we got  
14 into a real discussion about ownership of what you build  
15 on the adjacent property.

16           MS. BUMGARNER: Thank you, I do have a note  
17 to myself. That's still as a takeback to us. We are  
18 trying to address some of the legal questions around the  
19 ownership of that structure, the adjacent structure. So  
20 that is an open question that I do have a note on, so  
21 that one is still an open issue.

22           JUDGE RENDAHL: Any other questions?

23           Mr. Wilson.

24           MR. WILSON: I have a general question. The  
25 language in 8.2.6 seems to assume that the CLEC always

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1 constructs or procures the adjacent collocation, that it  
2 is never provided by Qwest. Is that Qwest's position?

3 MS. BUMGARNER: Yes.

4 MR. WILSON: Then I've got a very large  
5 question. What is the status of a Qwest CEV on the wire  
6 center property? Because we seem to now have created a  
7 hole. I can collocate in the wire center, that's fully  
8 covered. I can get remote collocation, which we have  
9 discussed here. But the way we set up remote  
10 collocation is not on the wire center property, so I  
11 believe we have a large hole now where I can not  
12 collocate on any other structure other than the wire  
13 center on the wire center property.

14 MR. MENEZES: And if I could just read from a  
15 rule, 51.323(c)(3):

16 The incumbent LEC must make available  
17 where physical collocation space is  
18 legitimately exhausted in a particular  
19 incumbent LEC's structure collocation in  
20 adjacent controlled environmental  
21 vaults, controlled environmental huts,  
22 or similar structures located at the  
23 ILEC's premises to the extent  
24 technically feasible.  
25 I think that language doesn't contemplate

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1 that a CLEC must construct its own adjacent facility and  
2 that an ILEC must make an existing one available to the  
3 CLECs.

4 MR. WILSON: Right, to the CLECs.

5 MR. MENEZES: The next paragraph under that  
6 rule I feel is additional that says:

7 The ILEC must permit a requesting  
8 telecommunications carrier to construct  
9 or otherwise procure such an adjacent  
10 structure subject only to reasonable  
11 safety and maintenance requirements.

12 So it seems like we've got two things in the  
13 rule, and perhaps the first hasn't been clearly set  
14 forth in the SGAT.

15 MS. BUMGARNER: Yes, I would agree, and I  
16 don't think that was -- I don't think that was really  
17 the intention to leave that option out. I mean  
18 obviously that's available. To be really truthful, I  
19 think in talking with our, it's sort of rare to have a  
20 CEV on the same property with a central office space,  
21 but I don't think we meant to leave that out of it. If  
22 there is existing CEVs or a hut, that those in fact  
23 would be available for the CLEC to collocate in if  
24 there's space in them. We just need to --

25 MR. MENEZES: I have some language I could

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1 suggest if you would like.  
2 MS. BUMGARNER: Thank you.  
3 MR. MENEZES: At the --  
4 MS. BUMGARNER: Are we talking the first,  
5 8.2.6.1?  
6 MR. MENEZES: Yes.  
7 MS. BUMGARNER: Okay.  
8 MR. MENEZES: At the very beginning of that  
9 paragraph, that provision, before all the other text, if  
10 we were to add, CLEC may have adjacent collocation in an  
11 existing Qwest controlled environmental vault,  
12 controlled environmental huts, or hut in the singular,  
13 or similar structures to the extent technically  
14 feasible. And then the paragraph just continues, if  
15 CLEC chooses to construct or procure, and then I think  
16 both concepts are picked up.  
17 MS. BUMGARNER: CLEC you have adjacent  
18 collocation in a Qwest?  
19 JUDGE RENDAHL: In an existing.  
20 MS. BUMGARNER: Oh, excuse me, in an existing  
21 Qwest controlled environmental vault, controlled  
22 environmental hut, or similar structures to the extent  
23 technically feasible. Is that what you said?  
24 MR. MENEZES: Yes.  
25 MR. WALKER: Would you read it back slowly

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1 again?

2 JUDGE RENDAHL: CLEC may have adjacent  
3 collocation in an existing Qwest controlled  
4 environmental vault, controlled environmental hut, or  
5 similar structures to the extent technically feasible.  
6 Is Qwest amenable to that addition?

7 MS. BUMGARNER: Yes, that's fine.

8 JUDGE RENDAHL: Ms. Anderl.

9 MS. ANDERL: I don't think we have a problem  
10 with including it here. I would just point out for your  
11 comfort, it is in 8.1.1.6.

12 MR. MENEZES: Okay.

13 MS. ANDERL: Where we define it up front, so  
14 I think we never intended to leave it out.

15 JUDGE RENDAHL: Ms. Strain.

16 MS. STRAIN: Yeah, if they also look at  
17 8.2.6.5, the last sentence in that, you might want to  
18 make it consistent with what you just added to the first  
19 paragraph.

20 JUDGE RENDAHL: To add controlled  
21 environmental hut?

22 MS. STRAIN: Well, what that last sentence in  
23 that provision says is:

24 Instead, Qwest shall continue to allow  
25 CLEC to collocate in any adjacent

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1 controlled environmental vault or  
2 similar structure that the carrier has  
3 constructed or otherwise procured.  
4 And if you're clarifying that it doesn't have  
5 to be one that they constructed or procured in the first  
6 paragraph, then you should probably be consistent in  
7 this one too.

8 JUDGE RENDAHL: So if it read, Qwest shall  
9 continue to allow CLEC to collocate in any existing  
10 Qwest --

11 MS. STRAIN: Well, I would just take out that  
12 the carrier has constructed or otherwise procured and  
13 then add controlled environmental hut after controlled  
14 environmental vault.

15 MR. WALKER: Similar structure, period; is  
16 that right?

17 MS. STRAIN: Right.

18 MR. WALKER: So come down, environmental hut  
19 or similar structure, period.

20 JUDGE RENDAHL: Is that acceptable to Qwest?

21 MS. BUMGARNER: Yes.

22 JUDGE RENDAHL: Do you want me to read it  
23 back?

24 MS. BUMGARNER: I think I have it, and that  
25 would be fine.

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1 JUDGE RENDAHL: Okay, with those two changes  
2 -- Mr. Wilson.

3 MR. WILSON: Just one comment, Tech Pub 77386  
4 I think, well, it does not provide for this issue, so  
5 you need to look at adding this type of ability to that  
6 tech pub. And I will note some other inconsistencies  
7 with the new language that probably need to be addressed  
8 as well.

9 MS. BUMGARNER: I'm sorry, inconsistencies in  
10 the tech pub itself?

11 MR. WILSON: With the new language as  
12 amended. I mean some of that is expected because  
13 there's like 200 feet per power, but I think the biggest  
14 issue is the omission of Qwest's own CEV.

15 MS. BUMGARNER: Well, and I think that as I  
16 recall, the definition or some of this is based on the  
17 recent rulings and definitions, so I -- we would need to  
18 update the tech pubs to reflect that. But yes, if you  
19 have some places that you already noted that you wanted  
20 to give to me, I could have that.

21 JUDGE RENDAHL: So with the additional  
22 language that has been agreed to and the understanding  
23 that Qwest has a takeback on ownership and Qwest will  
24 look into the inconsistency with the technical  
25 publications, is there general agreement on this

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1 section?

2 MR. WALKER: You can hear the nodding of  
3 heads, right?

4 JUDGE RENDAHL: No, Ms. Friesen asked for a  
5 moment, so.

6 MR. WILSON: Well, I think we had verbal  
7 agreement from Qwest that the CLEC could suggest  
8 multiple or temporary structures and that those would be  
9 evaluated for appropriateness and were not precluded by  
10 the language; is that correct?

11 MS. BUMGARNER: Right.

12 JUDGE RENDAHL: And with that understanding,  
13 you're okay pending the takeback on ownership and the  
14 correction of the technical publications?

15 Mr. Menezes.

16 MR. MENEZES: I have a question. Maybe I  
17 missed this. In 8.2.6.3, you struck several things  
18 here.

19 MS. BUMGARNER: We struck all the last part,  
20 all of that highlighted part, all of that has been  
21 struck with a line through it.

22 MR. MENEZES: Right, and my question is we  
23 objected to this because Qwest was saying that the CLEC  
24 had to provide its own DC power. Can you confirm that  
25 Qwest's policy on that has changed?



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1 MS. BUMGARNER: Yes.

2 MR. MENEZES: Qwest will provide both AC and  
3 DC power?

4 MS. BUMGARNER: Yes.

5 MR. MENEZES: And the distance as long as  
6 it's adjacent collocation, the distance is not an issue?  
7 There may be cost factors or timing factors.

8 MS. BUMGARNER: Right, I would say actually  
9 the more we talked about it, and we can ignore the  
10 distance, it really would not have anything to do with  
11 the distance. We will make the provisions no matter how  
12 far it is.

13 MR. MENEZES: Thank you.

14 JUDGE RENDAHL: With that clarification, is  
15 there anything further that AT&T needs to clarify with  
16 Qwest?

17 MR. WILSON: I think we're fine.

18 JUDGE RENDAHL: So as I said, aside from the  
19 Qwest takeback on ownership and the agreement to look at  
20 the technical publications, it appears that there is  
21 agreement on this section.

22 Let's go on to the next section. Let's be  
23 off the record for a moment here.

24 (Discussion off the record.)

25 (Luncheon recess taken at 11:45 p.m.)

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1                   A F T E R N O O N   S E S S I O N  
2                                   (12:55 p.m.)

3  
4                   RENDAHL: Following our lunch break, we're  
5 going to start up with Section 8.3.1.9, which is the  
6 channel regeneration charge issue.

7                   And I understand, Mr. Harlow, you have some  
8 more you wanted to say on that topic.

9                   MR. HARLOW: Yeah, I think we wanted to, you  
10 know, kind of address it factually a little further.  
11 Glen, can you kind of explain, what's the factual basis  
12 for Covad's position?

13                  MR. WALKER: Well, I think the position that  
14 Covad has on this is that we have no real control over  
15 where we're placed in an environment, and that's  
16 something that Qwest when we apply for space places us.  
17 And for the most part, CLECs are placed in one given  
18 area.

19                  But in the multistory buildings now, some of  
20 the larger central offices around, we're running into  
21 problems where space is exhausted in the original  
22 collocation space, and moving new collocation space is  
23 sometimes several floors away. In order to tie between  
24 those two, cable links have gotten excessively long.  
25 And the position is that in some cases, you are going to

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1 need regeneration in order to tie between those two  
2 areas.

3           The concern that I have in having the CLEC  
4 provide regeneration is that, one, we're not going to  
5 necessarily have access to a bay or a particular common  
6 place unless Qwest designates a common place in each  
7 area that has power availability. There's going to be  
8 an inconsistency in the types of repeaters that are used  
9 by the various collocation CLECs groups. It seems far  
10 more logical to me for Qwest to be the provider of those  
11 regeneration units.

12           And if my understanding is correct, there's a  
13 section in one of the recent FCC rulings that says that  
14 really they can't charge for that regeneration if it's  
15 part and parcel to. Now I may be wrong in that respect,  
16 but I really do believe that from a consistency  
17 standpoint that Qwest really needs to provide the  
18 regeneration point and the equipment to do that.

19           JUDGE RENDAHL: And not charge for it?

20           MR. WALKER: Yeah, basically it's within the  
21 -- I think it's part and parcel to where we're placed  
22 within their buildings and how they route cable through  
23 their buildings. We don't have a vote on how it's  
24 routed really. We depend on them to design the routing  
25 between the two. And if it is going to take

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1 regeneration, then I think that's something that needs  
2 to be figured in in their design, and it needs to be  
3 something that is taken into account in the design and  
4 that they ought to provide the regeneration for  
5 equipment for, if nothing else, the consistency that  
6 they will have within their equipment and the fact that  
7 they would have to dedicate more space again on an  
8 individual CLEC basis to provide us a bay somewhere in  
9 between to do that type of work or to install that type  
10 of equipment.

11 JUDGE RENDAHL: Mr. Wilson, did you have a  
12 comment?

13 MR. WILSON: AT&T has very similar concerns  
14 that the CLEC has no control over placement of the  
15 collocation cage and the subsequent distance both to  
16 other collocation space that the CLEC may have been  
17 required to use and to various unbundled elements and  
18 interconnection opportunities, that we may end up in a  
19 basement far away from the cosmic frame and other pieces  
20 of equipment that we need to connect to, and we don't  
21 think that we should be charged for taking that space.

22 I have never been convinced either that the  
23 cost, the actual cost for regeneration, isn't already  
24 included in a lot of the unbundled elements to begin  
25 with. That's probably an issue for the cost case. But

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1 I think Qwest should show that it's not already in  
2 either the transport UNEs, the loop UNEs, or both, that  
3 depending on, you know, what element is being looked at.  
4 I think close scrutiny should be given to where costs  
5 are being apportioned and divided out, and we may find  
6 that they're already in the data. They may not be in  
7 the model that way, but they may be in the data that's  
8 being used that way.

9           And then third, there was in Colorado JATO  
10 quoted an FCC cite from a proceeding where the FCC said  
11 that the ILECs have not made a convincing case, that  
12 typically regeneration would be needed and therefore  
13 should not be charged to the CLECs.

14           JUDGE RENDAHL: Do you have that cite, or can  
15 you locate that cite?

16           MS. FRIESEN: I will get the cite.

17           JUDGE RENDAHL: Thank you.

18           MS. FRIESEN: With a copy of the order if you  
19 would like.

20           JUDGE RENDAHL: That would be helpful, thank  
21 you.

22           Any response from -- I'm sorry, Ms. Young and  
23 then response from Qwest.

24           MS. YOUNG: I just wanted to ask a question.  
25 On the CLEC to CLEC connection, Margaret, would you say

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1 that that ever hits the Qwest network?

2 MS. BUMGARNER: No, it doesn't. I mean it's  
3 not really using the Qwest network, and this was to  
4 provide tie cables between the CLEC collocation spaces.  
5 That was the request that was made was for CLECs to have  
6 tie cables between their collocation spaces.

7 I will say that I did hear from product  
8 management that as far as the one issue on whether or  
9 not it could go to one of our firms with the  
10 regeneration, that would be available, because it is on  
11 the application form. So if a CLEC processing that  
12 application form was indicating where they were trying  
13 to route that to and also indicated that they wanted  
14 channel regeneration, they could, in fact, request that.  
15 So yes, it would be able to go to Qwest regeneration  
16 equipment.

17 MS. YOUNG: Thank you.

18 JUDGE RENDAHL: Response from Qwest generally  
19 to the Covad AT&T concerns?

20 MR. CATTANACH: A couple of quick points, if  
21 I could, Your Honor. I do think it would be helpful if  
22 we did have the citation that JATO referred to, because  
23 we have looked at that in a couple of -- I think it will  
24 be self evident that it doesn't quite stand for the  
25 proposition that recovery is not appropriate. In fact,

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1 I think it's just the opposite. I think what happened  
2 there was that they indicated that as the record before  
3 it wasn't clear that you had to run far enough on the  
4 cabling to justify regeneration charge. Now I think  
5 taken as a given that sometimes you do. So I don't  
6 think that that, the cite by JATO, is even relevant, but  
7 that will be whatever it is.

8           As far as the regeneration charges go, I mean  
9 I want to make sure we understand here, is there any  
10 instance in which any of the interveners are aware of  
11 where they have had to incur cost regeneration but they  
12 could have had -- been placed elsewhere where it wasn't  
13 necessary?

14           MR. WALKER: At present, I can't recall any  
15 that we have run into so far. Part of the reason that  
16 this is going -- it's not an issue necessarily with a  
17 history to it, but it's an issue going forward as the  
18 demand for more collocation space or multiple  
19 collocation spaces in an office comes along, the  
20 placement of where those are going to be may put us into  
21 this situation where regeneration is tied between them.  
22 It's going to be necessary.

23           A case in point starts to -- would be --  
24 that's a good question for -- a quick case in point  
25 would be Bellevue Sherwood here locally where we are now

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1 just developing our third site in that office, our third  
2 collocation point. We have a cage there, we have our  
3 original DSLAM, we're adding a second DSLAM. What we  
4 are adding now where we are is the last that we will be  
5 able to grow in that area at all. Any future growth  
6 will probably be moved to the second floor, and now  
7 we're into a situation where the distances really could  
8 be in excess of what we, you know, what we could support  
9 on normal generation within the equipment.

10           It would be even more so in the Seattle 01  
11 office where we have exhausted the second floor, and the  
12 third floor is quickly coming to exhaustion, and  
13 collocation will continue to grow in that office as they  
14 go up in floors. The current way or the current method  
15 that Qwest has gotten around needing regeneration to get  
16 to the network elements that are in primarily in Seattle  
17 06, which is the main office across the street, is OC48s  
18 were placed between the two offices on the second floor  
19 and over on I believe it was the eighth floor of 06, and  
20 so that serves a regeneration purpose, and that's  
21 something that Qwest has done and built and put in place  
22 in order to physically make whole Seattle 01 a viable  
23 location for collocation.

24           So I think to a certain extent, there's a  
25 precedent set there inadvertently around regeneration,



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1 because that's what that equipment does is make it  
2 accessible to get between the two buildings.

3           But there's some real -- there's some real  
4 issues here that I feel around the consistency that  
5 benefit Qwest in having control over some of that  
6 regeneration and placement of where that equipment is  
7 going to be from a maintenance standpoint and everything  
8 else. I certainly don't think you want us placing  
9 regeneration units in cable racks or just kind of  
10 wherever we can find space for them or wherever Qwest  
11 can necessarily find space for them. It should be a  
12 designed element.

13           MR. CATTANACH: Just so we're clear, I mean  
14 my sense is we might be able to agree that in some  
15 situations it would be necessary, wouldn't have to be  
16 designed into it, but the dispute, if there is one, is  
17 over who pays for it. Is that a fair assumption?

18           MR. WALKER: I think that's fair.

19           MR. CATTANACH: And I guess the last question  
20 I would have is, are you aware of any other situation  
21 where Qwest has had to incur a cost for collocation  
22 where it has not been allowed to recover that cost?

23           MR. WALKER: Personally no. There was one  
24 instance here, also in Seattle, that may be in that  
25 category. I do not know. And that would be one of the

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1 collocations that's located at Seattle East or Seattle  
2 03 where a particular CLEC simply brought DS3 circuits  
3 up through their cage and then back down to the frame,  
4 and the total length of that loop circuit exceeds 455  
5 feet substantially, and I believe Qwest was or Qwest did  
6 put in regeneration at that point. Now whether or not  
7 the CLEC paid for that, I do not know.

8 MS. FRIESEN: Can I just refer you to the  
9 ICAM cases that Qwest lost in Colorado where it tried to  
10 recover a cost or what it claimed to be cost, complied  
11 with the Telecom Act, and it lost. So we're concerned  
12 about whether or not it can recover for costs. I would  
13 refer him to those.

14 MR. CATTANACH: And this is in the context of  
15 collocation, you're saying there was an established cost  
16 of collocation that Qwest wasn't allowed to recover?

17 MS. FRIESEN: This is in the context of  
18 complying with the Telecommunications Act and all  
19 aspects of it including collocation. And I just,  
20 frankly I don't know why any of that's relevant to  
21 whether or not and how who should pay for regeneration  
22 in the context of the 271 of this SGAT, but I think that  
23 we should stick probably to the issues at hand.

24 JUDGE RENDAHL: It appears --

25 MR. CATTANACH: My sense is that the issue

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1 has been raised about who has to pay, and I think it's a  
2 fair request on Qwest's part that if we have a cost  
3 incurred as a part of collocation that the CLEC ought to  
4 pay for it. I don't know why that's out of hand.

5 MR. HARLOW: The point is that you control  
6 whether the cost exists or not. You've got a situation,  
7 in effect, you don't call it collocation, but you have  
8 to interconnect to your equipment within the central  
9 office, and Qwest decides whether it's going to position  
10 certain of its equipment close enough to its other  
11 equipment to not require regeneration.

12 And we agree we're all competing for the same  
13 kind of space, and so if you have a situation where you  
14 may have the ability to create a need for or avoid a  
15 need for regeneration as to your equipment because you  
16 know as to your own equipment you have to bear the cost,  
17 then you have a situation where you also get to make the  
18 same decisions for where the CLECs' equipment is  
19 located.

20 And if this SGAT provision as written is  
21 approved, you will know that you won't have to bear that  
22 cost. I mean it's a no brainer. Every single time you  
23 make those design decisions, you're going to -- you're  
24 going to favor your own operations so that you don't  
25 have to incur regeneration even if that comes at the

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1 price of forcing a CLEC to have to have regeneration,  
2 because you, under your current SGAT provision, you're  
3 not going to bear that cost. Instead, you're going to  
4 impose that cost on your competitor. It just really  
5 creates perverse incentives for designing a central  
6 office.

7 MR. CATTANACH: Just so I'm clear, I believe  
8 the witness testified that there was no place else to go  
9 but to the next floor or whatever, and I think we're in  
10 agreement that the SGAT requires us to design it in the  
11 most efficient way possible. So I would respectfully  
12 disagree that the hypothetical you have just given we  
13 would decide voluntarily to put the CLEC out in the  
14 boonies. I don't think there's anything in the record  
15 to support that.

16 MR. HARLOW: Let me clarify, we're mixing up  
17 designing of the interconnection facilities with the  
18 placement decision, and I'm not sure the SGAT does have  
19 a provision regarding the most efficient placement.

20 JUDGE RENDAHL: I think we have debated that.  
21 The parties debated that in the context of a prior  
22 section that talked about design and maybe, I don't  
23 know, placement within -- in the most efficient manner,  
24 which was Mr. Kopta's concern.

25 It appears to me that this is clearly an

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1 impasse issue, and I think if you are at impasse, I  
2 think I would prefer to hear your arguments in brief  
3 rather than here when we may be able to move on to other  
4 more constructive issues. I think the record is clear  
5 on what the issue is and what the parties' positions  
6 are. Unless you feel the need to pursue it further, I  
7 think that it's clearly an impasse issue, and the  
8 parties have differing positions on it, and I would  
9 appreciate obtaining the cite that Ms. Friesen has said  
10 she would provide.

11 Ms. Bumgarner.

12 MS. BUMGARNER: Actually, I have the exhibit  
13 that JATO had introduced. I believe this was Colorado.  
14 The cite for this, and I can give you a copy of it, this  
15 is the CC Docket 93-162. It's the second report and  
16 order versus local exchange carriers rates, terms, and  
17 conditions for expanded interconnection through physical  
18 collocation for special access and switched transport.  
19 It was released June 13th, 1997. It's FCC number  
20 97-208.

21 I would point out that this -- what this is  
22 talking about is issues around POT bay and whether or  
23 not the LEC has required the use of POT bays between the  
24 CLECs' collocation or their equipment and the LEC  
25 equipment and then goes on to discuss about the

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1 requirements for repeaters. And I would just point out  
2 that in paragraph 111 of this, it does indicate that if  
3 the LEC does not require a specific type of POT bay and  
4 the interconnector chooses to provide zero level signal  
5 test point POT bay instead of passive POT bay, that they  
6 require the LEC to offer repeaters to the  
7 interconnector, but the LEC may charge the  
8 interconnector for these repeaters.

9           So it really goes back to some of the issues  
10 early on about the requirement around POT bay. So I can  
11 get you a copy of JATO's exhibit that they had  
12 introduced before.

13           MS. FRIESEN: And we will reserve for the  
14 brief our response to Ms. Bumgarner's testimony in  
15 regard to the content of that order.

16           JUDGE RENDAHL: Thank you.

17           MS. FRIESEN: If you still need -- you won't  
18 need a copy from me at this juncture.

19           JUDGE RENDAHL: I won't need a copy from you  
20 if I get a copy from Ms. Bumgarner, if that is, in fact,  
21 the reference that you were --

22           MS. FRIESEN: I will check.

23           JUDGE RENDAHL: Okay, I think we can move on  
24 unless there's anything anyone has to add that's  
25 different than what we have already discussed.

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1                   Okay, what's the next section, Ms. Bumgarner?

2                   MS. BUMGARNER: The next section that I show,  
3 I show Section 8.3.1.11, and this relates to -- this  
4 relates to a comment or a question, I guess, by XO in  
5 their supplemental comments, because previously we have  
6 had agreement on this language. I think what this is  
7 relating to, I think you're asking about whether or not  
8 the CLEC can actually make the terminate, like the tie  
9 cable terminations, on Qwest frames. Is that -- am I  
10 understanding your question correctly?

11                   MR. KOPTA: Not exactly. This arises again  
12 out of Part A of the cost docket, and during the  
13 hearings, there was a record request asked of Qwest,  
14 which was the extent to which a CLEC could self  
15 provision this element of termination, whether it was  
16 just the cabling or also the blocks, what equipment.  
17 And the response was that the CLEC could use a Qwest --  
18 a mutually acceptable contractor to basically provide  
19 everything.

20                   And this section in the SGAT references only  
21 the cabling, not the actual blocks and any other  
22 associated with it. So our concern was whether the  
23 representation made in the cost docket here in  
24 Washington would be incorporated into the SGAT.

25                   MS. BUMGARNER: I have to admit I'm not -- I

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1 don't know.

2 MR. CATTANACH: Was there some language that  
3 you had in mind?

4 MS. ANDERL: Well, let me just say, Mr. Kopta  
5 is right; I was there.

6 MR. KOPTA: Whew.

7 MS. ANDERL: And I remember this very well,  
8 that I got the information from our network witness, who  
9 said, yes, the CLEC can self provision through an  
10 accepted vendor or subcontractor the cables, the blocks,  
11 and the terminations.

12 MR. KOPTA: Right, and so --

13 MS. ANDERL: That's what we said.

14 MR. KOPTA: That's what you said there.  
15 That's not what it says in the SGAT, and so we are just  
16 looking for a reconciliation.

17 JUDGE RENDAHL: Are we talking about  
18 8.3.1.11?

19 MS. ANDERL: That's what I was going to ask.  
20 I think that's the section we're talking about, and I  
21 don't --

22 JUDGE RENDAHL: I don't see the connection  
23 here.

24 MS. ANDERL: How is that inconsistent with  
25 what we represented in the cost docket?



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1                   MR. KOPTA: Well, it's not that it's  
2 inconsistent per se. It's just that there's no  
3 provision in here. There are specific provisions that  
4 we talked about earlier in terms of CLECs can self  
5 provision, and I didn't want to be in a position of  
6 since there are some provisions that say there are  
7 certain elements that can be self provisioned that the  
8 absence of that would mean that you can't, sort of  
9 standard contract interpretation.

10                   And this may again go back to the same issue  
11 of what we discussed earlier, and it may be contingent  
12 on what is meant by physical collocation arrangements  
13 that we talked about earlier. So this is probably part  
14 of that same issue and may be addressed when you check  
15 on the meaning of that. And to the extent that again  
16 that's limited to just construction within the space,  
17 there may need to be some other reference in this  
18 section dealing specifically with terminations.

19                   MS. STRAIN: Mr. Kopta, if you were going to  
20 rewrite this to satisfy your concerns, how would you do  
21 it? What would you put in here? I'm reading what's  
22 left here. Most of it has been crossed out, but I don't  
23 see that it says one way or the other whether you  
24 provide or not, so how would you change it?

25                   MR. KOPTA: Well, actually if you look,

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1 what's happened is in the main part of the section, most  
2 of the language has been crossed out and replaced by a  
3 rather extensive amount of material that expands on  
4 concepts that were originally included in that one  
5 paragraph.

6 MS. STRAIN: Okay, never mind. All I had to  
7 do was turn the page, right.

8 JUDGE RENDAHL: So is this something,  
9 Mr. Kopta, that you would prefer Qwest to take back and  
10 look at in conjunction with your original request on  
11 what physical collocation arrangements mean?

12 MR. KOPTA: That would be fine, if we just  
13 want to include that as part of the original takeback on  
14 that one provision, that's fine, just to clarify that  
15 issue.

16 JUDGE RENDAHL: And on these issues, to the  
17 extent that the two parties can confer before we come  
18 back in January, that would be helpful. I understand  
19 the time constraints all of you are under, but if it's  
20 an issue that one party has, maybe it's easier for those  
21 two parties to get together and coordinate.

22 MR. KOPTA: That's fine with me, yeah.

23 JUDGE RENDAHL: Okay.

24 Ms. Bumgarner, does that cover the entire  
25 Section 8.3.1.11 including the subsections that

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1 Mr. Kopta just referenced?

2 MS. BUMGARNER: There's one additional  
3 section. Let me find it. You also had questions about  
4 8.3.1.11.3, and this is terminations. You questioned,  
5 let's see --

6 MR. KOPTA: Yeah, just to give you a quick  
7 question, again, this was another cross reference to the  
8 cost docket where during the hearings there was a  
9 discussion about the pricing and the availability of  
10 both per termination and per block pricing, and my  
11 understanding was that a CLEC could do either one. So  
12 this may be more of a clarification than anything in  
13 terms of are there circumstances when you have to get  
14 the entire block as opposed to getting something less  
15 than 100 for a DS0, for example. Do you have to get the  
16 entire block, or can you just get 50?

17 MS. BUMGARNER: And I think Ms. Anderl is  
18 going to check on the cost docket on what that actually  
19 said.

20 MS. ANDERL: I need to double check. I  
21 apologize, I didn't, you know, get a chance to review,  
22 even though your memo was really helpful, before  
23 starting today. We didn't get a chance to check  
24 everything.

25 MR. KOPTA: That's fine.

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1 MS. ANDERL: I do remember there were a  
2 number of different options presented in the cost docket  
3 in terms of how terminations could be purchased.

4 MS. BUMGARNER: I think the concern or at  
5 least the view on the DSO part in particular would be,  
6 and I don't know in what multiples they may have talked  
7 about at the cost docket, but certainly if you're  
8 talking about wanting to buy one at a time pair, I think  
9 we talked about it earlier, one of the things that you  
10 need to consider is the practical aspects of that. Do  
11 you want to process an application form for a tie cable  
12 prior to issuing an order each time to get access to a  
13 loop.

14 I mean because that's really what sets up the  
15 termination and gives you the assignment information  
16 that when you process like your ASR order, you tell us  
17 what termination. So doing these one by one, that would  
18 be a very time consuming process. I mean you would want  
19 to set up terminations ahead of time that you can use.  
20 So I think from a practical standpoint, you wouldn't  
21 want to have one pair of tie cables going.

22 But we will take a look at how that was  
23 stated. And I will tell you that the DS1 in increments  
24 of 28, that is an open issue right now, that we are  
25 relooking at that. And I think we're looking, I believe

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1 the smallest cable size that we use is like a six pair,  
2 so they're looking at providing smaller increments. And  
3 obviously you don't process the DS1 orders as you would  
4 maybe loop orders, so we are looking at smaller  
5 increments of that.

6 MR. KOPTA: Thank you, I don't think the  
7 concern was that we would do it on a termination by  
8 termination basis. But, for example, if you're in a  
9 suburban central office and you don't anticipate getting  
10 up to 100 any time in the next couple of years and you  
11 only want 25, you still have to get 100. Looking at the  
12 transcript, there was a discussion, I have forgotten, I  
13 guess it was Mr. Thompson talking about there was a  
14 tipping point where per termination pricing is, you  
15 know, 68 or something like that, and it becomes cheaper  
16 to get the whole block.

17 So it was just that kind of a discussion, and  
18 I just wanted some clarification in terms of other  
19 circumstances where you can get less than a whole block  
20 if business needs are less.

21 JUDGE RENDAHL: I believe Mr. Walker had a  
22 question when you're finished.

23 MR. WALKER: Yeah, thank you, Your Honor. It  
24 has to do with the open argument or discussion about  
25 DS1s being purchased in groups of 28. I think prior to

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1 the last issue or change in the application, we were  
2 able to order DSIs on a one off basis. And with the  
3 last revision of the collocation application, it took us  
4 to 28 minimum. I have a couple of concerns.

5           One has to deal with utilization of space in  
6 the DSXs that -- and in the cross connects that Qwest  
7 has. I know from personal experience that many of their  
8 offices are desperately overloaded now with DSX panels,  
9 and there's not full utilization on those. And it seems  
10 rather wasteful to continue to order new DSX panels and  
11 placing DSX panels in groups of 28 when what a CLEC may  
12 actually want is one or two circuits and knows that  
13 that's its total growth. It doesn't really have any  
14 need to exceed one or two DSIs. So I would really like  
15 to see us return to a point where we can order what we  
16 need.

17           I would point out also that there was no  
18 discussion or no -- in the initial revision, there was  
19 no indication that those were in groups of 28, so we had  
20 -- Covad had gone ahead and applied like it had been  
21 applying in 5.5, version 5.5 prior to 6.0 being  
22 released, and we suddenly wound up with 56 DSIs in the  
23 Spokane area, where all we wanted was two DSIs. There's  
24 two panels over there now that forever will be lost to  
25 the one circuit that's actually connected. The other

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1 one is simply a stand by for us if we need for some  
2 reason to have a migration.

3 MR. HARLOW: Mr. Walker, would you try to  
4 give a little more background for those less technically  
5 oriented people here as to what this thing is and what  
6 it means to order, you know, hypothetically one or two  
7 versus 28 and what actually gets installed and how it  
8 takes up space in the central office.

9 MR. WALKER: Simply I guess stated, the DSX  
10 panels, the digital cross connect panels at a DS1 rate,  
11 generally today are in groups of 28. Now they may be  
12 and the panel may have 28, 56, or 84 connections on it  
13 given the density that it's increasing, but the  
14 experience has been that when we go to these sites,  
15 generally we find a panel that has 28 jacks on it rather  
16 than being in multiples of those.

17 So there's immediately the loss of those two  
18 mounting spaces that that panel will take up, which  
19 really causes some grief for Qwest, because they have to  
20 continually expand those DSX frames rather than  
21 utilizing the available jacks. It may be from older  
22 technology where the standard format was 24 to a panel  
23 rather than 28. It meant that every time you came up to  
24 the end of this, then you had four jacks that were never  
25 going to ever be used. And I suspect that those are

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1 ideal for location of limited requests of one or two  
2 jacks in a DS1 world.

3           The DS3 arena is not the same in that most  
4 DS3 cross connect panels are modular in nature, and you  
5 plug in a module for one circuit. And the panel may  
6 have the ability to absorb 24 or 28 or 32 modules, but  
7 they are done on a singular modular basis, so there's  
8 more efficiency involved there, but for --

9           MR. HARLOW: If I could stop you for a  
10 second.

11           MR. WALKER: Yeah.

12           MR. HARLOW: Under your scenario of being  
13 able to order one or two, if, in fact, Qwest did need to  
14 put in a new panel or a new box, what would happen to  
15 the other 26 jacks that Covad didn't use?

16           MR. WALKER: They would sit idle forever.

17           MR. HARLOW: They would have to sit idle  
18 forever, or could they be used by others?

19           MR. WALKER: No, they have been sold.

20 Eventually they have been assigned and sold to Covad.

21           MR. HARLOW: No, no, I mean if you were able  
22 to just order one or two, that they put in --

23           MR. WALKER: Oh, then they would continue  
24 like they had previously, previous to the release of  
25 6.0, where they simply placed another CLEC on down that



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1 panel. The majority, I won't say the majority, many of  
2 the CLECs do not order large numbers of DSIs. Some  
3 order very large quantities of DSIs, and there it makes  
4 sense to buy full panels. But a number of them that are  
5 in the DSL pipe provisioning business do not, have very  
6 little need to exceed, you know, two or four connections  
7 ever. And it seems particularly wasteful as well as  
8 expensive to continue to run large cables in with large  
9 paneled installations and not find some way of  
10 recovering the use of those.

11 JUDGE RENDAHL: Thank you.

12 MR. WALKER: That's pretty wasteful.

13 JUDGE RENDAHL: Is there anything else to  
14 clarify or discuss on 8.3.1.11.3? My understanding is  
15 that Qwest will take back and review, in view of the  
16 cost docket discussion, in what increments or blocks  
17 terminations can be purchased; is that a correct  
18 summary?

19 MS. BUMGARNER: Yes.

20 JUDGE RENDAHL: Okay, what is our next  
21 section, Ms. Bumgarner?

22 MS. BUMGARNER: The next section is 8.3.1.15.  
23 This is actually a new proposed rate element. We did  
24 talk about this some before. This is the one associated  
25 with the space availability report charge. This

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1 indicates or it covers the cost of comparing the space  
2 availability report in accordance with the previous  
3 Section 8.2.1.9.

4 JUDGE RENDAHL: Any comments, issues?

5 I think 8.2.1.9, that's Exhibit 445. There  
6 was some proposed language, if that helps.

7 MR. CATTANACH: Your Honor, if I may, I think  
8 that actually ended up being part of an AT&T takeback  
9 via the language that Ms. Hopfenbeck started with, and I  
10 think they were going to take another look at it, so I  
11 -- I'm not sure we're impassioned just yet on it, and I  
12 would also suggest that I'm not sure that if we even are  
13 at impasse on the substantive provisions of this whether  
14 we would necessarily get impasse on this particular  
15 aspect of it, which is simply off the cover, whatever it  
16 turns out to be.

17 JUDGE RENDAHL: Thank you. Looking at  
18 Exhibit 445 or what's been marked as Exhibit 445, there  
19 is the charge is referenced in 8.2.1.9.1.

20 MS. BUMGARNER: Right.

21 JUDGE RENDAHL: And so in a sense, this  
22 Section 8.3.1.15 merely refers back to that section.  
23 I'm wondering if it should be more appropriately  
24 referenced in 8.2.1.9.1.

25 MS. BUMGARNER: Yes, it should.

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1                   JUDGE RENDAHL: And if I'm understanding,  
2 Mr. Cattanach, your suggestion it may be that to the  
3 extent that there are issues with Exhibit 445 and how  
4 that wording is developed through the AT&T/WorldCom  
5 takebacks, that this is in a sense kind of a place  
6 holder. Is that a correct statement?

7                   MR. CATTANACH: I would suggest so, yes, Your  
8 Honor. I mean I can't speak for AT&T, but my sense is  
9 that we may not -- we may have some lack of agreement on  
10 exactly how 445 ought to work, what will be in there,  
11 but assuming there's going to be something in there,  
12 this provision is not -- might not be substantively  
13 objectionable once we ever get that language figured  
14 out.

15                   JUDGE RENDAHL: Any thoughts from AT&T?

16                   MS. FRIESEN: One minute, Your Honor.

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

19                   (Discussion off the record.)

20                   JUDGE RENDAHL: AT&T, Ms. Friesen, do you  
21 have comments on this Section 8.3.1.15?

22                   MS. FRIESEN: I do, thank you, Your Honor.  
23 We concur in your addition of the 1 after 9. We believe  
24 that's the correct reference.

25                   As to what I think Mr. Cattanach said, AT&T

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1 concurs that Qwest should be able to recover some costs  
2 for space availability report, so we don't have any  
3 dispute with 8.3.1.15.

4           The real question resides with 8.2.1.9.1,  
5 what the cost is and whether it's coming up in a cost  
6 docket. So if that's what you have said, then I think  
7 we concur with Qwest.

8           MR. CATTANACH: That's correct, Your Honor.  
9 I believe we're in agreement.

10          JUDGE RENDAHL: Okay, with the change to add  
11 the .1 at the end in reference.

12          Okay, well, let's move on then.

13          MR. WILSON: I have a question.

14          JUDGE RENDAHL: Mr. Wilson.

15          MR. WILSON: I have a question to back up to  
16 the 8.3.1.13 or synchronization, and my question is, is  
17 this an optional capability that the CLEC can order if  
18 its CLEC is not providing its own synchronization? We  
19 haven't seen this in paragraphs earlier. We just see it  
20 as a cost element. Is this optional?

21          MS. BUMGARNER: Yes, it is.

22          MR. WILSON: Okay, thank you.

23          JUDGE RENDAHL: So there's no issue with that  
24 section?

25          MR. WILSON: No.

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1 JUDGE RENDAHL: Okay, Ms. Bumgarner, what's  
2 the next section, please, and we have another handout?

3 MS. BUMGARNER: Yes, this is a new section.

4 JUDGE RENDAHL: Okay, this will be marked as  
5 Exhibit 458.

6 MS. BUMGARNER: This is a new Section  
7 8.3.1.16.

8 JUDGE RENDAHL: Do you need to clarify this,  
9 or is it something the parties can just look at?

10 MS. BUMGARNER: This is really to address as  
11 well, and I think XO also asked about this on the CLEC  
12 to CLEC direct connection or the charges for the CLEC to  
13 CLEC connections, and so this is a charge that our  
14 costing people are working on to recover the cost of the  
15 order processing, the design and engineering. And then  
16 additionally charges would be included if they need to  
17 have terminations done at the virtual collocation if you  
18 have a virtual collocation space that you're trying to  
19 connect to. And, of course, Qwest does the work at  
20 those, so additional charges would be assessed for that.  
21 And then if there were any cable holes that are needed  
22 like between floors, and then there would be recurring  
23 charges for the cable racking.

24 JUDGE RENDAHL: So is this interim language?  
25 You indicated that your costing folks are still working

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1 on this? Is this place holder language, or is this  
2 language that Qwest --

3 MS. BUMGARNER: This is actually a charge  
4 that we intend to put in place for providing the CLEC to  
5 CLEC connections. And previously we did not have  
6 provisions for the CLEC to CLEC connections in the SGAT,  
7 so this is a charge that we are currently developing for  
8 that.

9 JUDGE RENDAHL: Thank you.

10 MS. BUMGARNER: So place holder or new  
11 proposed charge to recover the costs for doing that.

12 JUDGE RENDAHL: And the cost is to be  
13 developed in the cost docket or has been developed?

14 MS. BUMGARNER: They're currently working on  
15 those costs, so no, it has not been in the cost docket.

16 JUDGE RENDAHL: Mr. Kopta.

17 MR. KOPTA: Yes, thank you. Is there some  
18 meaning to the word direct, from CLEC to CLEC direct  
19 connection charge? This is the first time that I have  
20 seen that used in the SGAT. Just I think the ordering  
21 just says CLEC to CLEC connection, and I have seen CLEC  
22 to CLEC cross connection.

23 MS. BUMGARNER: This was from product  
24 management. I think they used direct connection charge  
25 on this to make sure that it didn't get confused with

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1 the cross connection, because obviously cross connection  
2 you pay for that in the normal application process. I  
3 don't know how to keep them straight, but it is the  
4 first time they have used it, but I think they were just  
5 trying to be clear that this was not associated with the  
6 cross connect portion of that.

7 MR. MENEZES: So does this relate to direct  
8 connection which is addressed in 8.3.1.11.2; is that the  
9 direct connection we're talking about, or is it  
10 something else?

11 MS. BUMGARNER: No.

12 MR. MENEZES: Oh, it's not?

13 MS. BUMGARNER: No, this is CLEC to CLEC.

14 MR. MENEZES: So basically --

15 MS. BUMGARNER: We can probably take out the  
16 direct.

17 MR. WALKER: This is non ICDF is what it is.  
18 This is where an ICDF is not in place; is that correct?

19 MS. BUMGARNER: That's correct.

20 MR. WALKER: So it would be direct cabling  
21 from one CLEC location to another CLEC location?

22 MS. BUMGARNER: Correct. We will take out  
23 direct. I will tell them that their clarification was  
24 confusing.

25 MR. WILSON: I have another suggestion. It

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1 says virtual connection. I think you meant connections  
2 to virtual collocation. I don't know what a virtual  
3 connection is.

4 MR. HARLOW: Actually, we understood it  
5 differently. Glen.

6 MR. WALKER: Well, it may be that a virtual  
7 connection would be one that is a connection to  
8 multiplex points and it just -- in several different  
9 forms rather than being a physical connection between  
10 two points, adjacent.

11 Point again is that between Seattle 06 and  
12 Seattle 01 is where they have used OC48s to make our  
13 connections between maybe a virtual location that is in  
14 06 and another collocation that is in 01, and they ride  
15 on multiplexers that serve nothing more than  
16 regeneration functions or consolidation functions.

17 But now that may have been a wrong take on my  
18 part too.

19 MR. WILSON: This is for CLEC to CLEC  
20 connection though.

21 MR. WALKER: Well, this would be a CLEC to  
22 CLEC connection. I mean if I needed to go from a  
23 virtual location in Seattle 06 to a physical location in  
24 01, it would have to reside not as a cross connect  
25 necessarily. I could not do it as a cross connect on an



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1 ICDF, and I couldn't necessarily do it with cabling  
2 between the two locations. I would have to go down,  
3 nail up the connection, and be the multiplexers between  
4 the two locations, demultiplex it on the other end, and  
5 make the connection at that point. But that's the only  
6 -- that's the only way I saw it as a virtual type  
7 connection.

8 MS. BUMGARNER: No, Ken --

9 MR. WALKER: I think we need --

10 MS. BUMGARNER: Ken's interpretation was  
11 correct. This is connections at a virtual collocation  
12 space, so it would be if we drop the word collocation  
13 and bring it back in there.

14 MR. WALKER: So you mean virtual collocation?

15 MS. BUMGARNER: Yes.

16 JUDGE RENDAHL: So it should read, additional  
17 charges will be assessed for virtual collocation  
18 connections and cable holds if applicable?

19 MS. BUMGARNER: Yes.

20 MR. WALKER: That makes more sense now.

21 JUDGE RENDAHL: Any other -- Ms. Strain.

22 MS. STRAIN: Ms. Bumgarner, does this  
23 section, this CLEC to CLEC connection charge, is that  
24 related to the CLEC to CLEC connection language that's  
25 in Section 8.4.6?

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1 MS. BUMGARNER: It actually relates to  
2 8.2.1.23, which we have talked about previously, and  
3 then --  
4 MS. STRAIN: And that refers to 8.4.6.  
5 MS. BUMGARNER: Yes.  
6 MS. STRAIN: So I guess my question is, this  
7 is the same type of connection, the CLEC to CLEC  
8 connection as --  
9 MS. BUMGARNER: Yes.  
10 MS. STRAIN: We're talking about it in three  
11 different places?  
12 MS. BUMGARNER: Yes.  
13 MS. STRAIN: Okay.  
14 JUDGE RENDAHL: Any other concerns, thoughts,  
15 language changes on this Section 8.3.1.16?  
16 MS. FRIESEN: I have a question.  
17 JUDGE RENDAHL: Ms. Friesen.  
18 MS. FRIESEN: If Qwest is still working on  
19 this idea, I'm assuming they're not calling on us today  
20 to agree to this particular language, but rather to hold  
21 in abeyance until they -- it's my understanding you're  
22 still working on --  
23 MS. BUMGARNER: They're developing the costs  
24 associated with this charge, because the CLEC to CLEC  
25 cross or the CLEC to CLEC connections are new that we

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1 have added to the SGAT. They weren't in previously, so  
2 this is the charge that we intend to use, and they are  
3 working on the cost studies right now on this, so.

4 JUDGE RENDAHL: But the language you feel  
5 comfortable with?

6 MS. BUMGARNER: Yes, the language we want  
7 included, and then they will be providing the cost  
8 studies to support the charge.

9 JUDGE RENDAHL: Mr. Menezes.

10 MR. MENEZES: I have a question, and it's  
11 really the same question that I have asked before, which  
12 is, where do those cost studies get presented? Is there  
13 a place in the cost docket now where they can be  
14 presented? Will they be -- will another place in this  
15 SGAT proceeding accommodate that so that it's reviewed  
16 and litigated to the extent necessary?

17 MS. BUMGARNER: I really hate to answer that  
18 question without Lisa.

19 MR. MENEZES: Well, you can talk to Lisa when  
20 she comes back.

21 MS. BUMGARNER: Yeah, we need to ask Lisa. I  
22 don't know if that's on the list or if it will be in a  
23 future version.

24 JUDGE RENDAHL: Is this something that maybe  
25 AT&T and other CLECs wish to take back pending further

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1 clarification from Qwest about where this fits into the  
2 cost docket?

3 MS. FRIESEN: Yes, that would be good.

4 JUDGE RENDAHL: Okay, why don't we put this  
5 down at this point as an AT&T takeback.

6 MR. MENEZES: Would it also be a Qwest  
7 takeback to answer the question on when we will see the  
8 cost studies, when they will be addressed?

9 JUDGE RENDAHL: How about a joint AT&T/Qwest  
10 takeback on this issue then.

11 Ms. Strain.

12 MS. STRAIN: It's an AT&T takeback with  
13 respect to what issue? Is it the wording, or is it just  
14 knowing how it's going to be priced?

15 MS. FRIESEN: Knowing how it's going to be  
16 priced and where those prices will be addressed before  
17 the Commission.

18 MS. STRAIN: All right.

19 JUDGE RENDAHL: Okay, let's move on then to  
20 the next section.

21 MS. BUMGARNER: Okay, the next section that I  
22 show is Section 8.4.1.2.

23 MR. WILSON: Before we get there, a question  
24 in general on rate elements. We don't yet have rate  
25 elements sections on adjacent collocation or remote

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1 collocation. Are you going to add a section for those?

2 JUDGE RENDAHL: Mr. Wilson, you say that the

3 SGAT currently doesn't have sections on adjacent

4 collocation, and what was the other?

5 MR. WILSON: Remote collocation.

6 JUDGE RENDAHL: And remote collocation.

7 MR. WILSON: For rate elements. In other

8 words, it has rate elements for virtual and physical.

9 And reviewing a quick scan of the physical collocation,

10 which one might think would apply to adjacent and

11 remote, it doesn't really apply. What's written here

12 doesn't seem to apply to adjacent or remote. It's --

13 this is language that was written before those were

14 contemplated, and it seems to apply to wire center type

15 collocation.

16 JUDGE RENDAHL: Ms. Bumgarner.

17 MS. BUMGARNER: I think the provisions around

18 adjacent and remote are still in the development stage

19 and understanding what's required, what we need to do on

20 those. So I would have to ask the question about if we

21 have come up with anything that would make this new or

22 different that we need to add as far as rate elements,

23 but I will note that as an open issue.

24 MR. WILSON: Thank you. For instance, an

25 adjacent, if a CLEC builds a CEV, I wouldn't assume we

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1 would be panning for floor space, just as an example.  
2 And then I think remote collocation is very different  
3 even though you are calling it physical collocation as  
4 far as the rate element, it's very different.

5 JUDGE RENDAHL: Thank you for pointing that  
6 out, Mr. Wilson. We will look forward to seeing what  
7 Qwest develops on that.

8 Anything else before we turn to 8.4.1.2?

9 MS. BUMGARNER: 8.4.1.2, this is under the  
10 provisions around all on collocation ordering, and this  
11 is currently an open issue. We haven't finalized on it.  
12 We had proposed some changes for this section based on  
13 some discussions in Colorado. I believe, yeah, I  
14 believe that this was to address some questions about  
15 what if a minor change was made, do you really have to  
16 issue a new application and restart the clock, and so we  
17 were trying to address how we would get at that. And  
18 that was really based on those discussions, we had added  
19 the language at the end about the extent of the  
20 modification.

21 I think the concern that Qwest had is, you  
22 know, what's the definition of minor or small when you  
23 talk about a modification, and I think there were  
24 examples of reducing the number of electrical outlets or  
25 something to the, you know, that was that, but it's very

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1 difficult to kind of define those.

2           It also becomes with the intervals that we're  
3 under now that are -- we've got very short intervals to  
4 get the collocations done, concern that if we get a  
5 change maybe the week before the RFS date, the  
6 completion date, that may, in fact, cause us problems.

7           And so it's the extent of the modification  
8 and when that modification is made known to us. I think  
9 we're willing to take the minor modifications, but we  
10 need to be able to assess whether or not that's  
11 something that's so extensive that we really need to  
12 restart the interval on that.

13           MR. WALKER: Your Honor.

14           JUDGE RENDAHL: Mr. Walker.

15           MR. WALKER: I would think that one of the  
16 considerations here is their, in the initial  
17 application, the ten day interval that Qwest uses right  
18 now to take a quick look at feasibility, they also  
19 review the application for accuracy and completeness,  
20 and it makes sense to me that anything change wise that  
21 would be noted at that point shouldn't be cause for a  
22 complete reapplication.

23           In other words, we should probably be able to  
24 change or correct any of the inconsistencies or whatever  
25 on that application without a new quote preparation fee

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1 and a new application having to be submitted. I believe  
2 that ten day interval is enough time to review that  
3 application for accuracy and to make the needed changes  
4 before any engineering work has been done.

5           The only thing that's due back after that ten  
6 days is a feasibility that this stuff is possible and  
7 that the space is available and the power is available,  
8 et cetera, or at least the service is even available in  
9 that particular office. So I think anything that's done  
10 within that first ten day interval ought to be just a  
11 change. If we have to give them new copy, I can  
12 understand giving new copy. I do not, however,  
13 understand having to repay for a whole new quote  
14 application fee, et cetera.

15           JUDGE RENDAHL: Ms. Bumgarner.

16           MS. BUMGARNER: I guess I'm trying to  
17 understand. I think you have mixed two things together  
18 or --

19           MR. WALKER: I may have.

20           MS. BUMGARNER: The first ten days while  
21 we're doing the feasibility, then the ten day period  
22 about making corrections, that would be if we got back  
23 to a CLEC to indicate that we see something wrong with  
24 the application under that, it's not complete, the CLEC  
25 has ten days to correct that. That's not within like



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1 the first ten days that we're looking at feasibility.  
2 That's a ten day period that the CLEC is given to  
3 correct those and retain their place in line for the  
4 collocation space.

5           But as far as like during the feasibility,  
6 what you're suggesting is that if any modification, any  
7 modification is made during that feasibility period,  
8 that we not require a new form or different dates?

9           MR. WALKER: I would -- well, in that first  
10 -- go ahead, I will --

11           MS. FRIESEN: I'm sorry, I'm getting confused  
12 here, because I think Mr. Walker's admonition was a good  
13 one. The way this paragraph reads, it's broad enough to  
14 wrap in corrections to the CLEC's original application  
15 as it comes across the interface to Qwest. Certainly  
16 that's an initial order. And I don't know how you're  
17 defining initial order, but this is broad enough to wrap  
18 that in, which would suggest that if the address is  
19 wrong on our application, you tell us to correct it,  
20 that we would have to reapply.

21           So I guess I have the same concern that  
22 Mr. Walker has, and perhaps this paragraph has to be  
23 further modified to limit the scope of its application  
24 to after the feasibility phase or during the feasibility  
25 phase that you're suggesting it applies to, Margaret.

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1 MS. BUMGARNER: I don't think I suggested  
2 that it was limited to feasibility. I believe  
3 Mr. Walker suggested limiting it to the feasibility  
4 period is where I thought he was headed.

5 JUDGE RENDAHL: Let me jump in here just for  
6 maybe my own edification. In the ordering section, 8.4,  
7 is this where the intervals appear?

8 MS. BUMGARNER: I'm sorry?

9 JUDGE RENDAHL: Is this where the intervals  
10 appear?

11 MS. BUMGARNER: No, we actually -- there was  
12 a little bit on interval stuff, but we actually get into  
13 the intervals based on the individual type of  
14 collocation space. We have sections coming up that talk  
15 about ordering virtual collocation and then physical  
16 and --

17 JUDGE RENDAHL: Okay, I guess because I'm  
18 getting confused just listening to all of you about what  
19 ten day period we're talking about here, and I'm  
20 wondering if it may be helpful for someone to use the  
21 white board and maybe just quickly discuss what some of  
22 those initial periods are so that we can be more  
23 specific. Is that -- I mean is -- why don't we be off  
24 the record.

25 (Recess taken.)

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1                   JUDGE RENDAHL: While we were off the record,  
2 we were taking our afternoon break, and Mr. Reynolds is  
3 making photocopies of a diagram of ordering intervals,  
4 and so we're going to move on from 8.4.1.2, and  
5 Ms. Bumgarner is going to explain what remains open in  
6 this Section 8.4.1.

7                   MS. BUMGARNER: Under 8.4.1, all of the  
8 sections are new provisions that we had added. This was  
9 to address questions that were raised around ordering  
10 processes and in the general provisions around the  
11 ordering. So we had written this language to explain  
12 our processes, and this next particular section, the  
13 8.4.1.3, just introduces the fact that we see three  
14 primary steps in ordering collocation, the first of  
15 which is the forecasting, second is the actual  
16 application, and then third the acceptance of the  
17 collocation space. So that's just a lead-in section.  
18 And the next section, the 8.4.1.4, then lays out the  
19 forecast information that Qwest expects to be submitted.

20                   JUDGE RENDAHL: Should we go through each  
21 individually then? Probably would be a good idea. Are  
22 there any issues with 8.4.1.3 or questions or concerns?

23                   Mr. Wilson.

24                   MR. WILSON: I think there are two issues,  
25 one, forecasting as we will hear in a moment on the next

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1 paragraph is a big issue. AT&T, while we understand  
2 there may be a need for forecasting, we're not sure that  
3 it's a necessary step in Qwest's meeting its obligations  
4 for collocation.

5 The third point or the third bulletin is  
6 acceptance. I think Ms. Bumgarner misspoke. I think  
7 this means acceptance of the quote, not acceptance of  
8 the space.

9 MS. BUMGARNER: I'm sorry, you're correct, it  
10 is acceptance of the quote.

11 MR. WILSON: And we might want to add that to  
12 8.4.1.2 just to be clear, so I would add acceptance of  
13 or add of quote to the acceptance.

14 MR. WALKER: Which one was that?

15 JUDGE RENDAHL: In 8.4.1.3, I think the  
16 suggestion is under sub 3 acceptance, to make that  
17 acceptance of quote. Is that acceptable?

18 MS. BUMGARNER: Yes.

19 JUDGE RENDAHL: Any other discussion  
20 particularly on the forecasting issue?

21 Mr. Griffith had an issue about forecasting,  
22 and so maybe it's best to lead off with his thought, and  
23 then it may be the same issue that you all have. His  
24 concern was that under the FCC's order, he doesn't give  
25 an order number, but dated August 10, 2000, that CLECs

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1 need not submit a forecast.

2           And so, Ms. Friesen, do you want to elaborate  
3 on that or Mr. Wilson?

4           MS. FRIESEN: Yes, we would like to. We,  
5 from a legal perspective, the FCC's order says, and  
6 that's FCC decision number 00-297, I'm not recalling the  
7 paragraph off the top of my head, but it clearly says  
8 that unless the commission, state commission, has  
9 ordered forecasting, that the ILEC should meet the 90  
10 day interval without forecasting. And in those states  
11 where forecasts have not been ordered by the commission,  
12 we believe that Qwest has an obligation under the FCC's  
13 recent order to meet the 90 day interval, setting aside  
14 for the moment the interim stuff and the particular  
15 Washington collocation intervals. But anyway, I will  
16 let Ken expound beyond that.

17           MR. WILSON: For one thing, as Ms. Friesen  
18 stated, AT&T believes that the FCC was clear that the 90  
19 day interval should be met. I think the approach that  
20 it appears Washington has taken that if the CLECs give a  
21 forecast the interval is shortened is probably the  
22 correct type of approach. That if a CLEC gives a  
23 forecast, and we will talk about what needs to be in  
24 that forecast in a moment, that the forewarning that  
25 Qwest has given might be definitely reason to shorten

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1 intervals. We don't think that Qwest's approach to go  
2 the other way, that lack of an accurate forecast, gives  
3 Qwest the ability to extend the interval. It should be  
4 the way to go.

5           Primarily our reading of the FCC order would  
6 indicate that the FCC has basically said, look, it's  
7 been almost five years, that's time enough, you should  
8 be ready, you know people are collocating, they're going  
9 to want to collocate more, get ready for it, and don't  
10 hold people up on collocation. It's very important to  
11 the CLEC.

12           Now particular issues that I have with what  
13 Qwest is doing in the SGAT, if you look at 8.4.1.4 and  
14 particularly compare it to 8.4.1.5, what they're asking  
15 for in the forecast is nothing more than an order, so  
16 they're actually asking you to order three months in  
17 advance of when you put in the formal order.

18           Because the elements are all the same. If  
19 you look at elements A through H, they're identical on  
20 the forecast section and on the order section. And  
21 those I would claim are the substantial elements of the  
22 order. So I'm being forced to give my order at least  
23 three months in advance. And if we -- when we go  
24 further, we will see this is an order to get, you know,  
25 the 90 day interval. So I think in effect what's

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1 happening here is the interval that the CLECs are being  
2 presented with is very long.

3 MR. WALKER: 180 days.

4 MR. WILSON: 180 days or more. So I think  
5 this is far more than should be expected. And if this  
6 were to become law, it would claim that it would promote  
7 gaming. Because if I were an engineer and I was given  
8 this, I would say, okay, fine, I will put in double the  
9 space in every wire center I think I need, I will put in  
10 double the power, blah, blah, blah, and we will get to  
11 where we get with interconnection. People have given  
12 large forecasts because they've got long delays.

13 So it becomes a self perpetuating problem,  
14 and I don't think we want to create that. I think in  
15 order to get shorter intervals, there should be some  
16 sensible forecasting requirements for the CLECs, and I  
17 don't think those are yet captured.

18 MS. FRIESEN: There's one other thing with  
19 respect to Paragraph 8.4.1.4 that I would just like to  
20 point out and hold open, and that is the treatment of  
21 CLEC forecasts as confidential. We have had ongoing  
22 discussions in Arizona with Qwest about how to deal with  
23 this particular sentence as it relates to  
24 interconnection and resale, and we would also like to  
25 make consistent the language that we -- we are in very

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1 close or almost agreement on from Arizona.

2           That is to say that the way CLEC forecasts  
3 are treated, AT&T had made a proposal. Qwest said that  
4 they would come back with additional language. We  
5 haven't yet gotten that back, but we are very close to  
6 agreement. So I would just like to hold open that we  
7 don't necessarily agree with this sentence, we want to  
8 make it consistent with what comes out of Arizona, and I  
9 will bring that to the follow up in January.

10           JUDGE RENDAHL: Any comments from Qwest about  
11 the forecasting issue, whether it's necessary, the  
12 timing, the types of information requested?

13           MS. BUMGARNER: I think that -- I think all  
14 the previous discussions around forecast, I think that  
15 there has been general agreement on both sides between  
16 ILECs and CLECs that forecasts are helpful. Forecasts  
17 are a good thing if you -- forecasts help both sides  
18 whether you're talking about facility forecasts or  
19 you're talking about collocation forecasts. And now  
20 we're trying to define some of the things around the  
21 collocation forecasting requirements.

22           I think that, first of all, in the FCC's  
23 recent order on Qwest's conditional waiver, they did  
24 support our request for forecasts on an interim basis  
25 until they come out with their final ruling. And so we



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1 do have an ability to lengthen the interval if we have  
2 not received a forecast.

3           The Washington rules are also framed that  
4 way, requiring that there be a forecast made to get the  
5 interval that's stated in the Washington rules. Absent  
6 that, then it defaults to the FCC's intervals and rules.  
7 Our contention would be that means their ruling on our  
8 conditional waiver and our request around those  
9 intervals.

10           So now as far as the specifics of the  
11 forecast, it's not very helpful to just say somewhere in  
12 the state we're going to ask for collocation space. You  
13 know, obviously if we're being asked to and they're --  
14 in some of the previous provisions of this SGAT, we have  
15 been asked to look at these forecasts and try to take  
16 actions based on them to make sure that there is space  
17 available, that we -- to be proactive in reclaiming  
18 equipment, that sort of thing.

19           Clearly we need some specific information to  
20 identify premises that CLECs are interested in, also how  
21 much space is involved. You know, if we need -- if we  
22 receive five or six CLECs' request for space with no  
23 indication about the floor space that they anticipate  
24 needing, that might lead us to some wrong conclusions  
25 about whether we have adequate space in that office. I

02095

1 think it's reasonable to ask for what do they anticipate  
2 their space requirements are going to be.

3           Third one, the power requirement, I think  
4 time and again in these workshops, the CLECs are  
5 complaining that Qwest has insufficient power. And yes,  
6 power jobs take a long time, and I think our engineers  
7 have been trying to get ahead of the curve on  
8 anticipating the power needs, but there are a lot of  
9 demands on power these days when you look at the growth  
10 of megabyte services, IOF, the patent, the collocation  
11 spaces.

12           So power I think is clearly one that we need  
13 to know what they anticipate their power requirements  
14 are going to be. If we're going to try to do jobs ahead  
15 of time to upgrade our power, we need to have some kind  
16 of an idea about the needs that the CLECs see for the  
17 future. Otherwise we do end up with these upgrade jobs  
18 that take a long time to add power.

19           The other things, the type of collocation,  
20 the heat dissipation, the equipment, you know, I guess  
21 we're looking for some help on what they're intending to  
22 put in those locations. It just helps us to prepare for  
23 that space. So, you know, unless there's some specific  
24 identification of something you just flat don't believe  
25 that you need, I think that it's reasonable to ask about

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1 these types of issues and what we need to be prepared to  
2 provide.

3 MR. WILSON: I think it would be helpful to  
4 separate some issues. I think we need to separate what  
5 is in a forecast from what the forecast will do to the  
6 interval, because I think we have -- we could probably  
7 come to some agreement on what's necessary in a  
8 collocation forecast. I think the bigger issues are  
9 what are the implications of the forecasting.

10 As far as what's in the forecast, I would say  
11 that the items A, B, and C are probably reasonable for  
12 the reasons Ms. Bumgarner stated. The rest of them I  
13 would say are not needed. Heat dissipation is directly  
14 assessable from power requirements. You're drawing 100  
15 amps, you're dissipating 100 amps somewhere, so you  
16 don't need that part. You know about what it is. Type  
17 of collocation, it's pretty much under Qwest's control,  
18 not the CLECs. I mean we don't know, as we discussed  
19 yesterday, from the Web site what it is or what's  
20 available necessarily without doing, you know, going  
21 through every one of the potential sites and asking  
22 what's available, we won't even know this. Qwest knows  
23 this.

24 MS. BUMGARNER: Would you agree that it would  
25 at least be reasonable to ask whether you're looking at

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1 physical or virtual?

2 MR. WILSON: I don't know if -- it's probably  
3 more pertinent to whether a CLEC needs -- would like  
4 caged, because that's what eats up more space. So it  
5 might be that what you really want there is caged or  
6 not. I think generally people don't like virtual. They  
7 will go to it if nothing else is available, but virtual  
8 is pretty much identical to more of a cageless anyway,  
9 so. But that might be a reasonable check box if you  
10 want caged or not.

11 Equipment, I don't think you need to know  
12 that at all. Entrance type, I don't see what that has  
13 to do with collocation space, which is the issue here.  
14 Terminations, no. The date when, perhaps some  
15 prediction.

16 See, part of my trouble -- part of my trouble  
17 with getting to this type of specifics is when we get to  
18 the exceptions that Qwest wants, they have this little  
19 thing in there that says, we need accurate forecasts.  
20 And that concerns me, because if I miss -- if, for  
21 instance, we say, okay, yeah, maybe you need to know  
22 about when we want to collocate. If I'm a week off,  
23 does that mean my forecast is no good, and now you get,  
24 you know, ten months instead of three months. I don't  
25 know. Or if I miss the power requirement by 5%, then do

02098

1 they say, oh, well, your forecast is no good. You get  
2 the longer interval.

3           You see, I'm concerned because the more  
4 specific this is, the more it gives Qwest a chance to  
5 get out of the interval that they should be providing,  
6 and I think that's a very big problem.

7           MS. STRAIN: Mr. Wilson, where does it talk  
8 about the exceptions and that it has to be accurate? Is  
9 that in a different section?

10          MR. WILSON: Yes, I think that's when we get  
11 back to intervals in the various sections. I know --  
12 I'm fairly sure I have seen the word accurate. I  
13 believe --

14          MR. HARLOW: 8.2.4.2.1 or starts with  
15 8.4.2.4, I think.

16          MS. FRIESEN: The FCC's order that Mr. Wilson  
17 has referenced in Paragraph 19 allows Qwest to use  
18 forecasts as an interim measure and an interim measure  
19 only. And there the FCC has qualified the forecast as  
20 timely and accurate forecasts. The problem we have, as  
21 Mr. Wilson mentioned, is if you're asking for a forecast  
22 that really is in the nature of an application months in  
23 advance of when you need it, it sort of undermines what  
24 a forecast is. Forecast is by its very definition an  
25 estimate or a guess, perhaps an educated one, but it

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1 certainly shouldn't get down to the level of specificity  
2 of an application that Qwest is demanding. And so  
3 that's kind of where we're falling into a problem with  
4 the FCC's interim waiver of Qwest. And that's where the  
5 language comes from, and not in the SGAT.

6 MS. STRAIN: So it's not in the SGAT?

7 MS. FRIESEN: Right.

8 MS. STRAIN: Thank you.

9 MR. WILSON: But in discussions on this  
10 topic, I have heard Qwest use the term accurate before,  
11 and I would agree that if a CLEC says, I want  
12 collocation in Tacoma, and then they end up ordering it  
13 in Seattle that that's not accurate. But if they said  
14 Tacoma and Tacoma main or whatever because it switches  
15 Tacoma, and that's where they went, if they said they  
16 wanted 100 square feet and that's what they ordered, I  
17 would say that's an accurate forecast. If I told them I  
18 wanted 100 amps and I came in and I wanted 110, I don't  
19 think that's a problem. Certainly if I came in and  
20 wanted less power, that shouldn't be a problem. But  
21 there's just no quantification on this, you know,  
22 accurate.

23 MR. HARLOW: Just for the record, Covad  
24 agrees with AT&T's concerns and reasons they have  
25 stated. We are very concerned this is circumventing the

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1 letter and the spirit of the FCC's orders, provisioning  
2 orders.

3 JUDGE RENDAHL: Any other thoughts before we  
4 go to Qwest for a response?

5 MS. BUMGARNER: I'm sorry, say again.

6 JUDGE RENDAHL: Just any other thoughts,  
7 comments, before we go back to you for your thoughts.

8 Hearing nothing from the other CLECs, it  
9 seems that the parties are either at impasse or need to  
10 spend more time on this issue. Does Qwest have any  
11 additional comments or statements it wishes to make on  
12 this issue?

13 MS. BUMGARNER: Well, first of all, I will  
14 just say these items are definitely at a high level. If  
15 you will look at an application form, there is extensive  
16 detail on the collocation application form. So, you  
17 know, asking for these items I don't believe is really  
18 the same as filling out the collocation application  
19 form.

20 I will take back the comments on some of  
21 these that Mr. Wilson made, but, you know, I think it's  
22 reasonable for us to expect to get at least enough  
23 information for us to have our network prepared to  
24 provide for the collocation. So, you know, it goes  
25 beyond just that space. We have to look at the whole

02101

1 office, I mean the power requirements, the heat  
2 dissipation, what does that do to our air conditioning  
3 system, and making sure that we get those jobs underway  
4 as well, because they take some time to do, terminations  
5 that are expected in the office. Things that we have  
6 heard about before are things around DS3 availability,  
7 some of that.

8           So I think any information that CLECs can  
9 provide to us ahead of time only helps both parties be  
10 prepared. But I will take back Mr. Wilson's comments on  
11 some of these items, and we will come back with a  
12 response on those. But we do believe that forecasts are  
13 important.

14           JUDGE RENDAHL: Ms. Strain.

15           MS. STRAIN: I would like to make a Bench  
16 Request. I would like to see -- you're telling me that  
17 what you ask for in an application is much more detailed  
18 than what you're asking for in a forecast, but these  
19 lists appear to be almost identical, and I wonder if you  
20 could provide us a copy of, and blank out the name of  
21 the CLEC or whatever you want to do, but I would like to  
22 see a copy of a forecast and an application that maybe  
23 relate to the same office and a time frame.

24           MS. BUMGARNER: Okay.

25           MS. STRAIN: And pick as simple a one as you



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1 want. I don't care, but I just would like to see kind  
2 of an example of what, you know, what a forecast looks  
3 like that you require and then what an application looks  
4 like.

5           And I guess my other question is when you do  
6 get the forecast and they have this amount, I don't know  
7 if the forecasts you get now have this amount of  
8 information on them, but how do you incorporate this  
9 into your planning, and is that documented somehow?

10           MS. BUMGARNER: I don't know exactly how the  
11 documentation of it is. I would have to check on what  
12 they have on that. But yes, that does go into the  
13 planning. That is part of our efforts around meeting  
14 the shortened intervals is trying to improve on those  
15 planning processes and the use of those forecasts to try  
16 to get ahead of the game. I will check on what  
17 documentation that they have around that.

18           MS. STRAIN: Thank you.

19           JUDGE RENDAHL: And I'm not remembering what  
20 Bench Request number we are up to. I do know that we --  
21 I don't believe we -- I will have to go back and assign  
22 that a number, but I'm not remembering what number we're  
23 up to at this point.

24           MR. WILSON: I might suggest another helpful  
25 thing for Qwest to bring back would be Qwest's

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1 perspective on what an accurate forecast would be. I  
2 mean if you're requesting many of these things, which  
3 ones are going to have to be accurate and to what degree  
4 in order for the forecast to be considered accurate for  
5 a particular wire center? I mean I think we can get  
6 past the place where, sure, accurate forecasts should be  
7 specific to a wire center, but beyond that, what  
8 exactly?

9 MS. BUMGARNER: Did we determine that that  
10 was wording that we used or that was wording that the  
11 FCC used?

12 MS. FRIESEN: That's wording that the FCC has  
13 used, but as I understand it, since the FCC has given  
14 you an interim waiver, it's currently in effect. So to  
15 the extent that you want to wrap in this kind of stuff  
16 into that forecasting demand, it would be helpful to  
17 know what -- how you interpret the word accurate.

18 JUDGE RENDAHL: So for purposes of this  
19 section or these sections, 8.4.1.3 and 8.4.1.4, I think  
20 it's best at this point to say that there's a Qwest  
21 takeback based on the comments made today, and we will  
22 bring this back at the January workshop unless you all  
23 have an opportunity to work on it between now and then.  
24 And I don't remember whether there are workshops on this  
25 between now and then.

02104

1 MS. HOLIFIELD: Your Honor, could I ask  
2 Margaret a question.  
3 Margaret, have you ever seen or are you  
4 familiar with what Qwest forecasts are? I mean do they  
5 every year or at least a year in advance forecast all of  
6 these areas by wire center?  
7 MS. BUMGARNER: Yes.  
8 MS. HOLIFIELD: They do?  
9 MS. BUMGARNER: We have our space planning  
10 group and engineering groups, and they do forecast out  
11 the office needs, our own office needs, yes.  
12 MS. HOLIFIELD: A year in advance?  
13 MS. BUMGARNER: Yes.  
14 MS. HOLIFIELD: Includes every one of these?  
15 MS. BUMGARNER: I would have to take a look  
16 at all the details on it. But yes, in fact, they  
17 prepare their forecasts on what they think they need in  
18 terms of new frames that they have to add, power,  
19 equipment, et cetera on the jobs that they have planned  
20 for the office, yes.  
21 MS. HOLIFIELD: How accurate are they?  
22 MS. BUMGARNER: I don't know.  
23 JUDGE RENDAHL: Ms. Friesen.  
24 MS. FRIESEN: I have a question for  
25 clarification to help me maybe refine what we're going

02105

1 to do for Washington in the follow up, and that is for  
2 Qwest, what your intent is with respect to the new  
3 collocation intervals that I'm assuming will become  
4 effective once published at some point in Washington.  
5 Are you -- should we be looking at those, and that's  
6 what we will be addressing for the follow up? Are you  
7 going to wrap those into your SGAT?

8 MS. BUMGARNER: I'm sorry, I didn't follow,  
9 you're suggesting that the Washington intervals?

10 MS. FRIESEN: Right, the Washington intervals  
11 for the Washington SGAT, what is your intent with  
12 respect to those; are those going to be placed in the  
13 SGAT or I mean --

14 MS. BUMGARNER: Yes, they're in some of the  
15 handouts that we haven't gotten to yet.

16 MS. FRIESEN: Okay.

17 MS. BUMGARNER: We have tried to address  
18 those.

19 JUDGE RENDAHL: Okay, well, maybe it's best  
20 to move on from this now and see how far we can get. I  
21 note that Qwest has circulated this, it's called  
22 collocation installation time line, also Attachment 2 at  
23 the upper right-hand corner.

24 Ms. Anderl, is this something that came from  
25 -- I understand this is something that came from the

02106

1 Commission. What was this attached to, and what context  
2 do we have for this?

3 MS. ANDERL: Our recollection is that it was  
4 attached to the open meeting memorandum that staff  
5 submitted to the Commission for the rule adoption  
6 hearing on October 25th for the collocation rules.

7 JUDGE RENDAHL: Thank you. Can we make this  
8 an exhibit?

9 MS. ANDERL: Sure.

10 JUDGE RENDAHL: Let's make it Exhibit 459,  
11 and if you don't mind having Qwest sponsor it.

12 MS. ANDERL: That's fine.

13 JUDGE RENDAHL: And the purpose of this is to  
14 clarify, as I requested, the ordering and other time  
15 lines associated with collocation; is that correct?

16 MS. ANDERL: Yes.

17 JUDGE RENDAHL: Thank you. Then let's just  
18 hold on to it until we need it for the next whenever a  
19 question comes up, unless you want to run through it and  
20 give us a quick run through.

21 MS. BUMGARNER: This just very quickly is  
22 laid out in Washington's rules. That first period of  
23 time, the first 10 days of this, is stated on here.  
24 It's the ILEC availability notice, or we usually use the  
25 term feasibility study, that we provide back based on

02107

1 the request, whether or not the space is available and  
2 the feasibility of their request.

3           And then there's a 15 day period, which gets  
4 us to day 25 on this time line, which is the obligation  
5 for Qwest to provide back a price quote to the CLEC for  
6 the collocation space.

7           And then we have an asterisk there that  
8 indicates 25 plus X, which is the period of time for the  
9 CLEC to accept the quote and provide the first 50%  
10 payment. And based on the rules that were adopted, it  
11 says here that the CLEC's acceptance of the written  
12 quote and payment of one half of the nonrecurring  
13 charges specified in the quote must be within 7 calendar  
14 days. So at least within 7 calendar days, the CLEC  
15 needs to provide acceptance of that quote.

16           From that period of time, then you have a 45  
17 day provisioning interval, and that takes you out to at  
18 most a 77 day period if the CLEC took the full 7 days to  
19 provide acceptance on the floor, it would be a 77 day  
20 interval for this collocation constellation. This  
21 interval is based on the receipt of a forecast 90 days  
22 prior to submitting an application. And it says in the  
23 order:

24           If the ordered collocation space was  
25           included in a periodic forecast

02108

1 submitted by the CLEC to the ILEC at  
2 least three months in advance of the  
3 order, the ILEC must complete  
4 construction of and deliver the ordered  
5 collocation space and related facilities  
6 within 45 calendar days after  
7 acceptance.

8 JUDGE RENDAHL: Okay, thank you.

9 MS. FRIESEN: Could we, Your Honor, go back  
10 to 8.4.1.2 in light of this time line to talk about what  
11 our confusion was?

12 JUDGE RENDAHL: Yes, let's do that. Would  
13 you like to start off and explain?

14 MS. FRIESEN: Sure, the way that 8.4.1.2 is  
15 written is very broad, such that any changes from day 0  
16 on Exhibit 459 through day 10 or through day 25 would  
17 require us to reapply or give them a revised  
18 application. And the changes, any changes on an  
19 application, could range from very minor changes to  
20 significant changes.

21 So at least one of AT&T's concerns was trying  
22 to modify Paragraph 8.4.1.2 such that it would preclude  
23 minor changes from requiring the reissuance of an entire  
24 application and presumably the costs associated  
25 therewith, which would include maybe space availability

02109

1 reports, maybe 50% of the quote that you paid, that kind  
2 of thing. So that's what our concern was, and I think  
3 that that was the same as Covad's.

4 MR. HARLOW: Yes.

5 JUDGE RENDAHL: And, Ms. Bumgarner, given  
6 that explanation --

7 MS. BUMGARNER: I think this -- we have had  
8 discussions about this in the previous workshops around  
9 what's a minor modification. Depending on what that is  
10 and when it's received during this period of time, which  
11 for Washington is sometime in this 77 day period.

12 And our concern around that was I mean these  
13 time frames continue to get compressed for providing  
14 collocation installation intervals, and tied to these  
15 are penalties that Qwest needs to pay if we miss these  
16 intervals. So it is very important to us to have some  
17 kind of control about what kind of changes are made and  
18 when they're made to these and some ability to say no,  
19 that modification is not a minor modification. You  
20 know, it's really kind of leaving us wide open to both  
21 be subject to paying a penalty and be willing to accept  
22 modifications to these jobs.

23 So, you know, if you look at what the FCC's  
24 rules clearly say, they say receipt of a complete  
25 application. And in our view, complete means you have



02110

1 included everything on that initial application.

2           Now we're trying to put something in here to  
3 say, yes, if you need to make a change to it and it's,  
4 you know, a minor change to it, we will try to  
5 accommodate that, but we also want to have some  
6 discretion about it, because we are the ones that are  
7 going to be paying penalties if we meet these dates.  
8 And I think it's very hard to try to come up with, you  
9 know, what is a minor, you know, what's the definition  
10 of minor.

11           MS. FRIESEN: I think it also leaves the door  
12 open for significant abuse if it's solely within Qwest's  
13 discretion. They can coin anything they want as a major  
14 change and require the CLEC to do and redo applications,  
15 thus buying themselves significant time so that they  
16 don't miss their PID measurements, which is what they're  
17 primarily concerned with. And that comes, you know, at  
18 harm to the CLEC.

19           So I think a happy medium or compromise needs  
20 to be reached here such that neither party is completely  
21 bearing the risk, and both parties are incented to get  
22 from the CLEC perspective a complete and accurate  
23 application in, and from Qwest's perspective, to meet it  
24 timely.

25           JUDGE RENDAHL: And do you have any

02111

1 suggestions for how to do that?

2 MS. FRIESEN: We had proposed some language  
3 on what a material -- trying to define what a material  
4 modification would be, and I think did we get that to  
5 them?

6 (Discussion off the record.)

7 MS. FRIESEN: We can propose this as a  
8 takeback for now so that we can dig up where we have  
9 that language that we had supplied to them and maybe  
10 reproduce it here.

11 MS. BUMGARNER: I believe the language, as I  
12 recall, said any immaterial change, which I think still  
13 leaves us with what does that mean, you know, in the  
14 scope of things, and we didn't reach agreement about  
15 adding immaterial.

16 JUDGE RENDAHL: Mr. Kopta.

17 MR. KOPTA: Yeah, I think that probably makes  
18 sense to try and come back and maybe work on some  
19 language. What I was thinking was that rather than  
20 talking about the materiality or the minority of the  
21 change, whether there's some way to determine the extent  
22 to which the change will impact Qwest's ability to meet  
23 the time line. And if it's, you know, if defining a  
24 minor change as one that does not materially increase  
25 the amount of time that Qwest will require to complete

02112

1 the collocation or something along those lines is a  
2 little bit more objective and uses a little less  
3 discretion.

4 I mean I think it's inevitable that there's  
5 going to be some legal differences, but just in terms of  
6 general contract requirements, material is kind of an  
7 accepted term, realizing that it does have some  
8 flexibility but also recognizes the concerns on both  
9 sides, that no one party should unilaterally be able to  
10 determine whether a change is going to have a major  
11 impact or not. But there ought to be some recognition  
12 that a change that would require Qwest to take  
13 activities that would extend the amount of time that it  
14 would be required to complete the collocation needs to  
15 be included.

16 JUDGE RENDAHL: Ms. Anderl.

17 MS. ANDERL: Let me just ask a question here.  
18 I mean reading that language that we have been talking  
19 about in connection with the language in 8.4.1.5.1,  
20 which is where Qwest has ten days to notify the CLEC of  
21 deficiencies, and the CLEC has ten days to cure, I mean  
22 how much additional time can you reasonably be talking  
23 about on the front end when you read the section that we  
24 have been talking about with that new section that I  
25 have just referenced. I mean you can't really be

02113

1 talking about more than 20 additional days. Now I know  
2 that when you're trying to get into a market, that could  
3 be a lot of time. But on the other hand, it's not like  
4 100 days.

5 MS. HOLIFIELD: I don't think that's quite  
6 right. I think at least if I understand this, I'm not  
7 reading these two necessarily hand in hand. We could be  
8 45 days into the process and then we could say we need  
9 10% more power or 5% more power, and then you could say  
10 to us, you have to go back and start over.

11 MS. ANDERL: Okay, I'm sorry.

12 MS. HOLIFIELD: I think that's the problem.

13 MS. ANDERL: I understand what you're saying.

14 MR. WILSON: Or even 5% less power.

15 MS. ANDERL: Okay.

16 MR. WILSON: That would be a change.

17 MS. HOLIFIELD: Or less power.

18 MS. ANDERL: Right, no, I was thinking  
19 deficiencies, and you have just clarified that there's  
20 modifications as well, and so that straightened that  
21 out.

22 MR. WILSON: And maybe a very good example of  
23 what I would consider a minor change would be a change  
24 in the CFA assignment.

25 JUDGE RENDAHL: CFA meaning?

02114

1 MR. WILSON: Common facility assignment,  
2 circuit facility assignment.

3 JUDGE RENDAHL: Thank you.

4 MR. WILSON: And maybe when we originally  
5 ordered, we thought circuits were coming in one way, and  
6 maybe this was delayed for some reason, and we're out at  
7 day 90, and by now we're got our own facilities, just  
8 connect it from here to here instead of there to there.  
9 I don't think we should then restart.

10 JUDGE RENDAHL: Mr. Cattanach.

11 MR. CATTANACH: I really don't think that  
12 we're that far apart conceptually. I mean Mr. Kopta  
13 said it reasonably well. I mean I don't think we're  
14 suggesting that if the change doesn't affect our ability  
15 to provision it from a time perspective, we shouldn't  
16 make you start over. I don't think there's any dispute  
17 about that.

18 So the question then, of course, as we have  
19 noted was the devil is in the details. And the concern  
20 I think we have a little bit, and I'm just throwing this  
21 out, is when you start getting, all right, let's really  
22 get a good definition of minor, well, minor may be one  
23 thing in the first ten days and something else in the  
24 last ten days. So I don't know if there's a good way to  
25 do it, and I don't have a good suggestion.

02115

1                   But when we do the takeback, I can look for  
2 something that might key into a nexus between if the  
3 change affects our ability to provision from a  
4 timeliness perspective, then I think we ought to get  
5 more time.

6                   JUDGE RENDAHL: Because that then --

7                   MS. BUMGARNER: I was going to volunteer, to  
8 take the takeback, I was going to suggest that Mr. Kopta  
9 take the takeback.

10                  JUDGE RENDAHL: I think that's what  
11 Mr. Cattnach was saying is that there may be a takeback  
12 for AT&T and XO to work up some language. But I guess I  
13 was going to ask whether if there were some language, as  
14 Mr. Kopta described, that would address Qwest's concern  
15 about being subject to penalties for not meeting the  
16 time line or go some way towards addressing Qwest's  
17 concern.

18                  MS. BUMGARNER: Yes.

19                  MS. YOUNG: Is the issue really for Qwest  
20 from day 25 forward? That sounds like that's the part  
21 that could give you some heartburn if changes were made  
22 past that 25 day.

23                  MS. BUMGARNER: That's probably the most  
24 critical period, and I heard something about, you know,  
25 day 70 or something, and somebody decides to tell you at

02116

1 that point that they want to make a change in their  
2 power requirements. We might be pretty far along in  
3 having completed that, and so yeah, we may have gone to  
4 considerable work at that point in time, including  
5 putting this information into our billing systems. And  
6 so now you are asking for a lot of both the physical  
7 installation changes, but also the changes that we do  
8 into our systems for tracking and billing and all the  
9 administrative aspects. So yes, it's once you actually  
10 get into the work and you have this 45 day period,  
11 getting a change at that point in time may be hard to  
12 deal with.

13 MS. YOUNG: Because prior to that time, you  
14 have put a quote together, so yes, you have done some  
15 work to put a quote together, but you have done no  
16 physical work per se to get a space ready. Is that fair  
17 to say?

18 MS. BUMGARNER: Actually, these days in  
19 trying to meet these time frames, we try to get going on  
20 some of this stuff as quick as we can, so it may be a  
21 little.

22 MS. YOUNG: Prior to accepting the quote  
23 even?

24 MS. BUMGARNER: Yeah, we start putting stuff  
25 together, and so but I mean typically that time frame,

02117

1 no, we would not have really launched into a full blown  
2 construction on the job and work on the job.

3 MS. YOUNG: So would it be fair to say that  
4 if we can come back with something that addressed that  
5 25 day forward time period, at least to restrict it to  
6 that piece, would that be a fair way to approach it?

7 MS. BUMGARNER: That we certainly would want  
8 to consider.

9 MR. CATTANACH: I'm getting a couple of --  
10 it's a sliding scale just a little bit. I mean there  
11 may be some engineering work that's already been done is  
12 what I'm hearing prior to the -- so day 25 isn't like  
13 nothing happens and then all of a sudden things start to  
14 happen. But your point is a reasonable one. You're  
15 talking some changes in the first 25 days probably  
16 aren't a big deal.

17 But if one was to say, you know what, we want  
18 to quadruple the size of the order, to give you a  
19 ridiculous example, but, well, that's a big deal. So  
20 that might make a difference even if it's in the first  
21 25 days. So, I'm sorry.

22 MS. STRAIN: Well, I guess I have -- if you  
23 supposedly don't start the work until you get the money,  
24 then wouldn't you be doing all of that work based on  
25 forecasts, and is the CLEC responsible to pay for



02118

1 differences in, you know, is that something that they  
2 pay for too, if their forecasts, you know, if you're  
3 putting something in based on their forecasts and then  
4 it turns out what they actually want is something  
5 different, and you've done it before, you know. I mean  
6 it seems like it would be a big deal if it were what  
7 they actually wanted was less than what they had  
8 forecast.

9           And I had another question, and that is, and  
10 maybe this is off the subject, and if I am, just answer  
11 it when it gets to be that time, but if -- was it your  
12 -- was it Qwest's assumption that if a revised  
13 collocation application is submitted with a change or a  
14 modification that there would be a fee paid with that?  
15 Would it be treated like a new application as far as how  
16 much it cost the CLEC to submit it, or would it be, you  
17 know, kind of stapled to the original application and  
18 processed accordingly? And if it was done that way,  
19 would there be an additional fee? I guess I need  
20 clarification on that.

21           MS. BUMGARNER: As I understand that, we did  
22 away with the quote preparation fee, like the up front  
23 fee, so there really isn't that up front charge on it.  
24 There's like the 50% includes what work we did for quote  
25 preparation, feasibility, and that kind of stuff are

02119

1 really wrapped into those. We did away with the quote  
2 preparation.

3 JUDGE RENDAHL: But I guess maybe the  
4 question is, if there is a revision to the application  
5 that wouldn't, in the first case that wouldn't require,  
6 you know, a change in the time line, is Qwest  
7 anticipating an additional fee for that, some sort of a  
8 reduced fee?

9 And in the second situation, if there is a  
10 revision that would require a change in the time line,  
11 and you would anticipate in a sense starting the process  
12 over, does the same application fee apply, or is there  
13 some reduced fee that applies? Maybe that's the  
14 question.

15 MS. BUMGARNER: Oh, okay, I guess I  
16 understand your question. It's my understanding is fees  
17 that were considered to be immaterial or minor changes  
18 that we're able to do on the original application, in  
19 other words, revise that original application, that  
20 there would not be an additional charge on that.

21 But that if there was big enough that there  
22 needed to be an actual job, separate job done for it,  
23 then yes, the quote preparation and all of that would be  
24 done, and that fee would be assessed as part of the  
25 charges they did put through. So it would be treated as

02120

1 a separate application.

2 But we were trying to accommodate making some  
3 changes on the original application if they were  
4 something that really was not going to cause us to miss  
5 those intervals or to make a major change to the job.

6 JUDGE RENDAHL: Okay. Are there any other  
7 questions on this section that need to be taken care of  
8 before XO Washington and AT&T and I guess also Qwest  
9 will take this back for consideration and review?

10 Hearing nothing, then I would ask XO and AT&T  
11 and Qwest to do further work on Section 8.4.1.2 to  
12 modify the language to address both the intervals where  
13 it might apply and the issues that have been discussed  
14 about new application versus a revision to the existing  
15 application.

16 Okay, we had just finished Section, I don't  
17 think we have gotten much farther, 8.4.1.4. That brings  
18 us to 8.4.1.5, and before we go on, I also had received  
19 the order that JATO had apparently referenced in  
20 Colorado. Is this something that the parties want to  
21 make as an exhibit, or is it just reference material?

22 Just reference material, thank you.

23 And actually let's be off the record for a  
24 minute.

25 (Discussion off the record.)

02121

1                   JUDGE RENDAHL: And turn back to the next  
2 section and just plod through what we can, and whatever  
3 we don't get through, Ms. Bumgarner will make available  
4 her handouts. They will not be marked as exhibits, but  
5 the parties will at least be aware of the changes that  
6 Qwest has made up to now.

7                   And the next section appears to be 8.4.1.5,  
8 which I understand to address the order, the collocation  
9 application for ordering collocation.

10                   MS. BUMGARNER: Yes, this just lays out what  
11 we expect to be provided on the collocation application  
12 form, and that form -- that form has been out there for  
13 quite some time and is fairly extensive as far as the  
14 detail that it asks for on that form. These are the  
15 basic things that need to be filled out.

16                   JUDGE RENDAHL: Any parties have any thoughts  
17 on that?

18                   Mr. Kopta.

19                   MR. KOPTA: Yes, thank you. And this is  
20 really kind of a follow up to what Mr. Wilson was  
21 asking. The first part of the section talks about when  
22 a collocation application will be considered complete.  
23 And then in the subsection 8.4.1.5.1, it references  
24 deficiencies, and you also mentioned that the  
25 collocation form is -- contains a lot more -- asks a lot

02122

1 more information than just what's on this list. Is a  
2 deficiency something above and beyond what's on this  
3 list? In other words, if you have everything that's on  
4 this list but something else is wrong on the form, is  
5 that a deficiency even though the application may be  
6 considered complete?

7 MR. WALKER: That's kind of a cover it all  
8 statement right there.

9 MS. BUMGARNER: I think what you run into is  
10 sometimes based on what's requested, we may find in  
11 trying to design that or look at it that it's  
12 insufficient information for us to go ahead with it. So  
13 I think there may be instances in our trying to look at  
14 the feasibility of the request that we would need to  
15 have some other portion of the order filled out or  
16 there's something that's not indicated that we would  
17 need to know.

18 So I guess I would have to think if they were  
19 trying to tie this specifically to the list, that A  
20 through J, as far as why this would be turned back, I  
21 can ask that question, or if there is something  
22 specific, other specific thing that they had in mind on  
23 it.

24 MR. KOPTA: That would be helpful. I think  
25 really to boil it down, maybe just an understanding of

02123

1 what's a deficiency. I mean obviously a misspelled word  
2 I'm assuming is not a deficiency. But, you know,  
3 forgetting to put in what type of entrance facility you  
4 want obviously would be. So it's almost a mirror image  
5 of what we were talking about before in terms of what's  
6 a minor change and what's a major change. What's a  
7 deficiency and what's something that, you know, a  
8 customer service rep or whoever it is, an account rep  
9 goes, gee, you forgot to put in the telephone number for  
10 your billing contact, can I just write that down on the  
11 form, and then you don't have to review everything.

12 JUDGE RENDAHL: I have a question about  
13 8.4.1.5.1, and I don't know, are we there as well?

14 MS. BUMGARNER: Yes.

15 JUDGE RENDAHL: Are we talking about this  
16 whole section all together?

17 MS. BUMGARNER: Yes.

18 JUDGE RENDAHL: In that first sentence that  
19 ends within ten calendar days of the application, do you  
20 mean of receiving the application? That Qwest shall  
21 notify CLEC of any deficiencies within ten calendar days  
22 after receiving the application.

23 MS. BUMGARNER: Yes, it would be receipt, ten  
24 calendar days after receipt of the application. It's  
25 during that feasibility period that if, well, through

02124

1 the order, we identify a deficiency.

2 JUDGE RENDAHL: So including after receipt is  
3 appropriate?

4 MS. BUMGARNER: Yes.

5 JUDGE RENDAHL: And just for a point of  
6 clarification, does the ten calendar days that the CLEC  
7 has to cure a deficiency, looking at this chart on 459,  
8 presumably it's after this initial ten day period after  
9 day zero that Qwest would notify the CLEC of any  
10 deficiency, and then within ten days after that, the  
11 CLEC must cure that deficiency in order to stay within  
12 the same application process?

13 MS. BUMGARNER: Well, actually the way the  
14 FCC's rules read is the receipt of a complete  
15 application, and in our interpretation is that if we  
16 have to send back an application to have some deficiency  
17 corrected on that, that until we get the completed  
18 corrected application back, that's really the start  
19 date.

20 JUDGE RENDAHL: So you would go back to day  
21 zero?

22 MS. BUMGARNER: That would be the day zero  
23 for us to do the feasibility and the follow up. I mean  
24 like I said, I mean these time frames are getting very  
25 short, and I mean effectively that would be putting us

02125

1 at five days to try to prepare a quote. And I don't  
2 believe that that would be a reasonable period of time.  
3 So that's where it comes in, the FCC's words around  
4 receiving complete application.

5 JUDGE RENDAHL: So the words resubmit the  
6 application is what triggers the day zero once again?

7 MS. BUMGARNER: Yes.

8 JUDGE RENDAHL: Okay, just wanted to clarify  
9 that. You may all have understood that, but I needed to  
10 clarify that for myself.

11 MR. KOPTA: And that's why I wanted to know  
12 what deficiency meant, because it does have an impact.

13 MS. BUMGARNER: Yes, and with the FCC, it  
14 indicated about that ten day period that the CLECs have  
15 to cure that deficiency. What they say is that they  
16 won't lose their place in line, which basically says,  
17 we'll still hang on to that space so that if there are  
18 other orders that have followed after that, we wouldn't  
19 end up giving away their space during that period of  
20 time. So they have ten days to deal with the  
21 deficiency, and we won't put them at the end of the line  
22 again.

23 JUDGE RENDAHL: Okay.

24 MS. BUMGARNER: So that was the reason that  
25 the FCC had some kind of time period in there, that they



02126

1 would keep their place in line.  
2 JUDGE RENDAHL: Thank you.  
3 MS. YOUNG: Can I ask just a question then?  
4 JUDGE RENDAHL: Ms. Young.  
5 MS. YOUNG: Since this installation time line  
6 came out of a Commission order in Washington then?  
7 JUDGE RENDAHL: It's not really an order yet.  
8 MS. YOUNG: The to be ordered.  
9 JUDGE RENDAHL: Yes.  
10 MS. YOUNG: The to be ordered, would the  
11 Commission have then taken that into consideration on  
12 CLEC places order, that it's actually CLEC places  
13 complete acceptable order to Qwest, that that stay zero?  
14 JUDGE RENDAHL: Having not been involved in  
15 the process, I can't say anything about that.  
16 And, Mr. Kopta, or other parties having been  
17 involved in the collocation rule making, can you answer  
18 Ms. Young's question?  
19 MR. KOPTA: I have a copy of staff's report,  
20 and I don't think that, based mostly on my recollection,  
21 that there was any real discussions about that issue. I  
22 think pretty much the Commission just said, here's an  
23 order, as soon as the order is received, there's the ten  
24 days, so it goes on from there. There wasn't really a  
25 contemplation that there would be something wrong with

02127

1 the order in order for it to be redone.

2 MS. YOUNG: So I guess to follow on that, in  
3 looking at this diagram where previously we have stated  
4 that most of the time frames in Washington would be 77  
5 days, in essence it could be 87 days plus.

6 JUDGE RENDAHL: It could be 97 days.

7 MS. YOUNG: Am I right; is that correct?

8 JUDGE RENDAHL: It could be 97 days the way I  
9 see it, because if you essentially take the 10 days for  
10 Qwest to notify the CLEC of a deficiency and the CLEC  
11 takes 10 days to resubmit, that's an additional 20 days  
12 on the process.

13 MS. YOUNG: Thank you.

14 JUDGE RENDAHL: Is there anything further to  
15 discuss on these two sections, with the understanding  
16 that Qwest will take back the issue of clarifying when  
17 an application is -- giving more clarification as to  
18 what a deficiency is and when an application would be  
19 deemed complete? Are there any other concerns that  
20 parties have with what's in this section and subsection?

21 Mr. Menezes.

22 MR. MENEZES: I would just like to raise one  
23 point, and perhaps, I was out of the room for a moment,  
24 item K under 8.4.1.5, it's the broad statement, other  
25 information required by the collocation application

02128

1 form, and so a concern I have is that form is not today  
2 part of the SGAT. It's not an exhibit or an attachment,  
3 and Qwest can unilaterally change the content of the  
4 form and the information requested on the form.

5           And I think that has the potential to be an  
6 issue, because if the form changes and it's seeking  
7 information that a CLEC objects to provide, doesn't  
8 think is necessary, there's the potential for it not  
9 being -- being considered an application that is not  
10 complete, and you get caught up in an argument about  
11 what should be provided on the form, and it's not  
12 controlled. So I don't know if that was discussed while  
13 I was out of the room.

14           JUDGE RENDAHL: That aspect was not  
15 discussed. The issue that there is this open ended  
16 subsection K was discussed and in context of what would  
17 be a deficiency if there is a broad open ended other  
18 category.

19           MR. MENEZES: So maybe that could just be put  
20 with the takeback.

21           MS. BUMGARNER: Yes.

22           JUDGE RENDAHL: And Mr. Walker, you had --

23           MR. WALKER: Well, just what his comments  
24 were too. Covad experienced a situation in the  
25 unilateral change, an updating of the application. We

02129

1 had several applications in process when they made the  
2 decision to change from 5.5 to 6.0 versions, and it took  
3 probably 25 days for those to be returned to us and say,  
4 oh, and by the way, you have, you know, we're not going  
5 to accept these. You've got to make them out on 6.0.  
6 This was back in I would say the May, June time frame of  
7 this year.

8 JUDGE RENDAHL: Okay, but that was prior to  
9 the FCC's order.

10 MR. WALKER: Yes, I believe it was.

11 JUDGE RENDAHL: And so now the ten day  
12 deficiency turn around would apply.

13 MR. WALKER: It makes a difference. But it's  
14 just one of those issues that comes in here where  
15 unilateral change in what the application is without  
16 proper notification or official notification downstream  
17 becomes a problem.

18 JUDGE RENDAHL: Okay, well, let's see if we  
19 can tackle at least one more section, and that being  
20 8.4.1.6.

21 Ms. Bumgarner.

22 MS. BUMGARNER: Yes, are you ready for the  
23 next section?

24 JUDGE RENDAHL: We are, 8.4.1.6.

25 MS. BUMGARNER: Okay. This section said that

02130

1 after receipt of the collocation quote from Qwest that  
2 the CLEC needs to submit their acceptance to continue  
3 the processing, and this just indicates what we consider  
4 to be acceptance and an indication for us to move  
5 forward. And that's the signed acceptance and the  
6 payment of the 50% of the quoted changes. And that's  
7 really what triggers the date or the interval, the start  
8 of the interval for the provisioning process is the  
9 acceptance of that quote.

10 JUDGE RENDAHL: And when you state the term  
11 which is capitalized, collocation acceptance, is that a  
12 particular form? Is that like the application, because  
13 it says a signed acceptance, is there some particular  
14 form for acceptance? Is it on the quote that --

15 MS. BUMGARNER: It's on the quote that is  
16 sent. I don't know that it's got a designation as an  
17 exact form on there. I think we only had that  
18 capitalized because we had kind of been capitalizing the  
19 headings of those particular sections here in the SGAT.  
20 I can check and see what they actually have written on  
21 that as far as like the name of it. Is that what you're  
22 looking for?

23 JUDGE RENDAHL: Well, it was just for my  
24 clarification, but I don't know if that's an issue for  
25 the CLECs, the wording.

02131

1 Mr. Hsiao.

2 MR. HSIAO: Yeah, I was just going to ask  
3 whether this is the current practice of how a quote is  
4 accepted, because it's my understanding that, for  
5 example, Rhythms is still paying by check when it  
6 accepts a quote.

7 MR. WALKER: In respect to that, I know Covad  
8 is doing the same thing; we cut a check.

9 MS. BUMGARNER: Yeah, I was going to say I  
10 know that they do -- we will take cash any time. And so  
11 I do know that they do bring payments with them, and the  
12 via wire transfer, this probably needs to be reworded or  
13 change the wording some.

14 JUDGE RENDAHL: You're saying that the words  
15 via wire transfer should be changed?

16 MS. BUMGARNER: Well, probably we could  
17 probably just take it out and say, and payment -- and  
18 just payment of the 50%.

19 JUDGE RENDAHL: Is there a need to change the  
20 language up above about shall submit a collocation  
21 acceptance, or is it after receipt of a collocation  
22 quote from Qwest, CLEC shall accept, shall formally  
23 accept the quote, and then I mean I don't know, it just  
24 seems like there's an implication that there's some form  
25 to be used by the wording.

02132

1 MS. BUMGARNER: Okay, shall formally?

2 JUDGE RENDAHL: And, you know, maybe that's a  
3 Qwest takeback to rework that so that --

4 MS. HOPFENBECK: Is there -- I was going to  
5 suggest this language. If there is not a specific form,  
6 maybe it could just read that CLEC shall accept the  
7 quote in writing or in signed writing, and maybe that  
8 accomplishes it. And that was my problem with this is  
9 that not only do you have sort of a collocation  
10 acceptance that's capitalized but also signed acceptance  
11 which is capitalized, which suggests that there are  
12 maybe even two things. And if all you're really  
13 interested in is making sure that you have an acceptance  
14 in writing that's signed by the party, then that's what  
15 it should just say.

16 MS. BUMGARNER: Well, there's specific  
17 documentation that is provided back. What I need to  
18 check is find out what the actual name of that is.

19 MS. HOPFENBECK: What that's called.

20 MS. BUMGARNER: And then put that in, so I  
21 need to find that.

22 JUDGE RENDAHL: Okay, well, why don't we make  
23 this a Qwest takeback to rework it to clarify exactly  
24 what the acceptance process is.

25 Okay, anything further on 8.4.1.6?

02133

1                   MR. KOPTA: I have one other thing to  
2 discuss, and that is in the Commission's to be  
3 promulgated collocation order, there is a provision that  
4 states that the CLEC's acceptance of the written quote  
5 and payment of half of the nonrecurring charges does not  
6 preclude the CLEC from later disputing the accuracy or  
7 reasonableness of those charges. And if there is a  
8 form, I think at a minimum we would want to make sure  
9 that there's nothing on that form that has something  
10 above the signature that says something like you waive  
11 that.

12                   JUDGE RENDAHL: We forever waive all of our  
13 rights to contest.

14                   MS. BUMGARNER: Did you want that on the  
15 form; did you want that written in here in some  
16 provision in here?

17                   MR. KOPTA: If Qwest wouldn't object, I think  
18 it would be clearer if it were actually in the SGAT.  
19 But I mean a rule is a rule, and I assume that Qwest  
20 will comply with the rule, so I just want to make sure  
21 that there isn't anything that would preclude the  
22 effectiveness of the rule as part of any documentation  
23 that a CLEC is required to sign as an acceptance.

24                   MS. BUMGARNER: I thought it included it, but  
25 I don't see it now. So yes, we should probably include



02134

1 that. Do you think it's under this section?

2 JUDGE RENDAHL: Is there any other reference  
3 to the 50% payment of the quote charges or payment of  
4 the quote charges?

5 MS. BUMGARNER: It's under the -- it's like  
6 under the general, I shouldn't say general, it's under  
7 the specific section, this is the general section. It's  
8 under the specific sections where you talk about  
9 intervals and stuff for virtual and physical.

10 MS. HOLIFIELD: Your Honor, if I might, since  
11 we're talking about acceptance, this would be the  
12 appropriate place to put it.

13 JUDGE RENDAHL: That's what I'm thinking. I  
14 just wanted to --

15 MR. REYNOLDS: Nothing in this provision  
16 shall affect the CLEC's ability to later dispute the 50%  
17 right.

18 MS. STRAIN: What about the whole section,  
19 there's a section called acceptance, 8.4.1.7.2, .3, and  
20 .4, which talk about the 50% payment and talk about when  
21 it has to be submitted.

22 MR. HSIAO: That's actually for a  
23 reservation.

24 MS. STRAIN: Oh, never mind.

25 MS. BUMGARNER: Right, I think that's

02135

1 addressing the reservation process.  
2 MS. STRAIN: Okay.  
3 JUDGE RENDAHL: And this is specifically  
4 8.4.1.6, I mean 8. --  
5 MR. KOPTA: Yes, that's right.  
6 JUDGE RENDAHL: -- 4.1.6 is the acceptance of  
7 a quote that would make the provisioning process go  
8 forward. So I think if you could, then it sounds like  
9 that might be the appropriate place to insert language  
10 if it's not already someplace else. And maybe that can  
11 be a Qwest takeback to look into that issue.  
12 MS. BUMGARNER: Before I lose it, where was  
13 that?  
14 MR. KOPTA: In the Commission's rule. It is  
15 in --  
16 MS. BUMGARNER: I remember reading it.  
17 MR. KOPTA: It is in 3(a) of the last  
18 sentence.  
19 MS. BUMGARNER: Okay, so we will add in for  
20 Washington. Well, maybe I will note down 3(a). I hate  
21 to repeat the whole thing. Also and I think something  
22 that we missed in this that relates to both the  
23 Washington rule and also the FCC is the need for the  
24 CLEC to do this acceptance within that seven day period,  
25 so it probably ought to indicate that it's a seven day

02136

1 interval for that as well, and that's all part of that  
2 3(a).

3 MR. KOPTA: And it may be simplest just to  
4 put that sentence in that section.

5 MS. BUMGARNER: Exactly.

6 JUDGE RENDAHL: Okay. Well, all of that will  
7 be a Qwest takeback on that Section 8.4.1.6.

8 Okay, do we have time to launch into  
9 collocation space reservation?

10 MR. WILSON: I have a few issues on it that I  
11 think we should at least voice to Qwest, because we  
12 haven't actually looked at this language. I have had a  
13 little time to glance at this.

14 JUDGE RENDAHL: Okay, well, let's launch into  
15 8.4.1.7 and see how far we go.

16 MR. WILSON: Are there any changes to this,  
17 or is this what we should be looking at?

18 MS. BUMGARNER: No.

19 JUDGE RENDAHL: This is it?

20 MS. BUMGARNER: This is it.

21 MR. WILSON: Two major concerns. One is the  
22 limitation for one year, and I guess our question to  
23 Qwest is, does Qwest really limit itself to one year in  
24 reserving space for putting in new switching modules or  
25 new equipment in its wire centers. So that's a

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1 question. I think there should be that parody of what  
2 it does for itself, so.

3 MS. BUMGARNER: But that's an FCC  
4 requirement, that whatever space reservation we do and  
5 whatever we require for CLECs has to apply to our own  
6 reservation space. Is that the question that you were  
7 asking?

8 MR. WILSON: Yes.

9 MS. BUMGARNER: We actually have that. It's  
10 a section, I think, in the general terms.

11 MR. MENEZES: The general provision does make  
12 the broad statement about the parody essentially, but I  
13 think the question is, does Qwest only reserve space  
14 let's say for switching equipment only out one year, or  
15 does it reserve space for itself any longer than that  
16 for switching equipment? That's the first question.  
17 The second question is transmission equipment and then  
18 any other equipment.

19 MS. BUMGARNER: We have a side question here.  
20 We do have some jobs reserving space that would be  
21 things like power jobs if we know that we're going to  
22 have to do like a major power job or we anticipate a  
23 major power job out, we may have some stuff in there.  
24 But as far as like making space for the switching, as I  
25 understand it, the reservations that were put in place

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1 are like a year out.

2           But now I guess is the question that you're  
3 asking is like do we have other things that are going  
4 beyond that? I would need to go back and ask the  
5 question about what time frames they have laid out on  
6 various equipment types.

7           MS. FRIESEN: What does Qwest do to document  
8 how long it's reserving particular space within a wire  
9 center for itself?

10          MS. BUMGARNER: Currently the processes that  
11 we have had in place I mean in the planning group, the  
12 engineering planning groups, they have maintained the  
13 documentation. They have had specific engineers  
14 responsible for particular offices, and they have  
15 retained documentation on that stuff. And we have a  
16 space planning group that kind of has overall  
17 responsibilities. But based on these requirements and  
18 the things that we're doing around forecasting and this  
19 reservation process stuff is new stuff that we have been  
20 putting forward.

21          MS. FRIESEN: So reservations, can I just  
22 interrupt for one second, I'm not sure I understood your  
23 answer. Reservations for Qwest space for itself are  
24 contained within the network planning group's  
25 documentation on what they're going to do with the

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1 space, their plans for the space in the future; is that  
2 what you're saying?

3 MS. BUMGARNER: For a particular office, if  
4 you're looking at jobs that you're going to do to add  
5 frames or equipment, we have like engineers that are  
6 responsible for particular offices, responsible for the  
7 switching equipment. We have different ones that are  
8 responsible for power jobs for those offices. We also  
9 have a kind of like overall space planning group. So a  
10 lot of those jobs have been retained by some of these  
11 individual groups that are responsible.

12 What we have going right now is the  
13 development of a tracking system that's being put  
14 together, and, in fact, I think they intend to have that  
15 in place before the end of the year, which is to track  
16 all of these reservations so that when the year is up  
17 that this system will notify us as to whether or not the  
18 time is coming up for a particular reservation to either  
19 be renewed or released.

20 MS. FRIESEN: So the tracking reservation  
21 thing that you're coming up with would apply equally to  
22 Qwest; your reservation would be included in that?

23 MS. BUMGARNER: Yes.

24 MS. FRIESEN: So how do you coordinate now  
25 without the tracking system; how do you know how long?

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1 MS. BUMGARNER: Well, previously we really  
2 have not been reserving space out in, you know, for  
3 CLECs to reserve space out beyond when they submit an  
4 application. So this was really new in terms of  
5 allowing a CLEC to reserve space.

6 MS. FRIESEN: Let me back up. I appreciate  
7 that you don't know yet for CLECs. I'm talking about  
8 Qwest itself. How does Qwest know how long it has had  
9 space reserved for itself, or how does it -- do you  
10 track that? Do you have some type of tracking  
11 mechanism, or do you? Maybe you don't.

12 MS. BUMGARNER: Well, you know, the jobs come  
13 up for review as we review budgets, and so I mean the  
14 jobs come up for review and then go through and  
15 determine whether or not the job is still going to be in  
16 effect. Has there been a specific process in place  
17 that, you know, immediately popped up a job and said  
18 this one is at a year, you know, you have had this space  
19 reserved for a year, you need to review that at this  
20 point in time, we really haven't had a system that pops  
21 that out for any one group to take a look at. And so  
22 that's what we're putting in place is a process and a  
23 way to go through and review these reservations that  
24 have come up.

25 MS. FRIESEN: Thank you.

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1 MS. HOLIFIELD: I have a question on that  
2 following up on what Ms. Friesen said. She says a  
3 tracking system was being put in place; can it bring the  
4 information up?

5 MS. BUMGARNER: I'm sorry?

6 MS. HOLIFIELD: The system is going to be put  
7 in place?

8 MS. BUMGARNER: Mm-hm.

9 MS. HOLIFIELD: And I think you said that it  
10 would identify those jobs that were coming up that were  
11 going to -- at the end of the year, you could look at  
12 whether you were going to release them or renew them.  
13 Now do you think you can renew them?

14 MS. BUMGARNER: I don't know. I would think  
15 that if the job has been delayed for some specific  
16 reason that we may want to renew those. I guess the  
17 question around that in the reservation of space, we  
18 would have to release that space, I believe, if we had  
19 CLECs who were waiting for space. We can't hang on to  
20 that, you know, an indefinite period of time. But I  
21 think at that point, we would be at the end of the  
22 queue.

23 JUDGE RENDAHL: Mr. Wilson and then  
24 Ms. Young, did you have a comment as well?

25 MS. YOUNG: No.



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1 JUDGE RENDAHL: Okay, Mr. Wilson.

2 MR. WILSON: I would just like to comment  
3 that I have seen, for instance, switch planning going  
4 from 1As to 5Es Qwest has done years in advance, and  
5 they must be planning space for the 5Es, so I would say  
6 that there definitely is planning far longer than one  
7 year out for switching. I have also seen planning for  
8 megavit services farther than one year out.

9 And before you launch massive discovery  
10 questions on me, if you go to your own Web site, because  
11 you can look in there and see when things are planned  
12 for various types of services. It's longer than a year  
13 as far as my recollection.

14 MR. WALKER: I would agree with that, and  
15 noting that normally when Qwest plans switch area, it's  
16 reserved, and it is an area that is designated for  
17 switch and switch only. So, you know, that generally  
18 would be construed to be space that wouldn't even be  
19 represented or available for consideration for anything  
20 else, because it's a cordoned off area. Oft times it's  
21 walled off in a separate room.

22 JUDGE RENDAHL: Ms. Hopfenbeck.

23 MS. HOPFENBECK: I recall, and my memory is  
24 pretty vague on this one, but I believe that there is  
25 someplace where the Washington Commission has actually

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1 spoken on space reservation. And if I recall correctly,  
2 and I mean I know where I can find out exactly what that  
3 is, and I will be willing to bring this back to the  
4 group, but if I recall correctly, the Washington  
5 Commission actually distinguished between timing for  
6 space reservation for switching on the one hand and  
7 space reservation for other purposes, and I believe that  
8 interval was about three years for switching.

9 And I was wondering whether Qwest took that  
10 statement into consideration in drafting this, and if  
11 not, what led to the change in Qwest's perspective on  
12 this. Because that's the policy that I thought Qwest  
13 was really operating under in this state, in Washington.

14 MS. BUMGARNER: That could be. I'm not  
15 familiar with that. I would have to ask about that.

16 MS. ANDERL: It may be in one of those  
17 collocation orders.

18 MS. BUMGARNER: That's where I think it is.

19 MR. CATTANACH: It is in the TCG MFS order.

20 MS. ANDERL: I distributed copies earlier  
21 today.

22 MS. FRIESEN: Where are those orders?

23 MS. STRAIN: There were some back there.

24 MS. ANDERL: I guess I didn't bring enough  
25 copies. I thought there would be enough, but it does

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1 say, I think, oh, 24 months for transmission equipment  
2 and 36 months for switching or something like that.

3 MS. HOPFENBECK: I know the FCC in its order  
4 when it discusses space reservation actually cites that  
5 statement of policy on the part of the Washington  
6 Commission with approval when it decides, we're going to  
7 turn over to the states the responsibility for  
8 addressing space reservation policies.

9 MS. BUMGARNER: I remember in Texas, I  
10 thought.

11 MS. HOPFENBECK: They referenced Washington  
12 as well. In fact, they referenced Washington as being  
13 the best.

14 MS. STRAIN: It's on page 16.

15 MS. BUMGARNER: Oh, how did I miss that?

16 JUDGE RENDAHL: Ms. Strain says it's on page  
17 16 of the order that Ms. Anderl passed around.

18 MS. ANDERL: Which one?

19 JUDGE ANDERL: Which docket number is it?

20 MS. STRAIN: UT-960323, initial order on US  
21 West's request for exception from duty to provide  
22 physical collocation. The service date is December  
23 23rd, 1997.

24 MS. ANDERL: And then there was a Commission  
25 final order, I believe, in December of 1998 that I also

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1 had. I had two orders in the pile or two piles.

2 MS. STRAIN: Oh.

3 MS. ANDERL: And it was just the Commission  
4 didn't change everything from the administrative law  
5 judges's initial order, so that might still be accurate.

6 MS. STRAIN: Oh, okay.

7 MS. ANDERL: In fact, I think it probably  
8 still is.

9 MS. STRAIN: All right. That service date is  
10 September 11, 1998, and it's the same docket.

11 JUDGE RENDAHL: On that note, I think we're  
12 at about 4:00 and --

13 MS. BUMGARNER: I will just take that as a  
14 takeback to look at the Washington rules and what we  
15 need to maybe change in this to reflect those.

16 JUDGE RENDAHL: Right, and that's what I was  
17 going to suggest that.

18 Mr. Wilson, do you have something very quick  
19 so your attorneys can depart?

20 MR. WILSON: Yes, just a comment or two that  
21 I think would help Qwest prepare for the next section.  
22 In looking at the terms for the collocation space  
23 reservation, they seem to be written as if you were  
24 building something. I think you need to relook at  
25 these. I would assume that reservation is something you

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1 pay month by month. This talks about quotes and about  
2 50% down for nonrecurring costs. You're not building  
3 anything here. I would assume there would be a per  
4 square foot reservation fee per month, something like  
5 that. You may want to look at this. I think this was  
6 based on some model, that it's probably not applicable.  
7 That's all.

8 JUDGE RENDAHL: Okay, is there anything else  
9 burning that we need to get on the record before we  
10 close?

11 The only thing I have is that we have marked  
12 all of these exhibits and have not admitted them.

13 Beginning with Ms. Bumgarner's exhibits 316  
14 through 320 and then continuing on Exhibits 445 through  
15 459, which includes two of Mr. Wilson's exhibits, are  
16 there any objections to admitting any of these exhibits?

17 MS. FRIESEN: No objections for AT&T.

18 MR. HARLOW: No.

19 JUDGE RENDAHL: Okay, all the exhibits that  
20 were marked yesterday and today that I just listed will  
21 be admitted, and I will try to circulate a revised  
22 exhibit list to all of you next week incorporating the  
23 exhibits that were marked for Mr. Harlow but will be  
24 pending the motion, Covad's motion and Metronet's motion  
25 on resale issues.

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1 MR. HARLOW: It's just Metronet's motion.

2 JUDGE RENDAHL: Metronet's motion.

3 With that, I think we're concluded today. We  
4 will reconvene on January 3rd. Have a wonderful holiday  
5 season all of you.

6 Ms. Anderl.

7 MS. ANDERL: Do we know where on the 3rd?

8 JUDGE RENDAHL: Not yet, so I will be sending  
9 a notice out on that.

10 We are off the record.

11 (Hearing adjourned at 4:15 p.m.)

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