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BEFORE THE WASHINGTON UTILITIES AND

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TRANSPORTATION COMMISSION

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4 In the Matter of the) Docket No. UT-003022
 Investigation Into US WEST) Volume XVII
 5 Communications, Inc.'s) Pages 2148-2326
 Compliance with Section 271 of)
 6 the Telecommunications Act of)
 1996.)

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

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12 A workshop in the above matter was
 13 held on January 3, 2001, at 10:13 a.m., at 900 Fourth
 14 Avenue, Suite 2400, Seattle, Washington, before
 15 Administrative Law Judge ANN RENDAHL.

16

17 The parties were present as
 18 follows:

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

20

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

23

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

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

6 METRONET and COVAD, by Brooks
7 Harlow, Miller Nash, 4400 Two Union Square, 601 Union
8 Street, Seattle, Washington, 98101.

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

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

15 McLEOD USA, by Marianne Holifield,
16 Attorney at Law, 10021 41st Avenue, N.E., Seattle,
17 Washington, 98125.

18 PUBLIC COUNSEL, by Robert
19 Cromwell, Assistant Attorney General, 900 Fourth
20 Avenue, Suite 2000, Seattle, Washington, 98164.

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31 Barbara L. Nelson, CCR
32 Court Reporter

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1 JUDGE RENDAHL: We'll be on the record.
2 Today is January the 3rd, it's about 10:15, and we
3 are here in Dockets UT-003022 and UT-003040. This is
4 a workshop before the Washington Utilities and
5 Transportation Commission in the Matter of the
6 Investigation into Qwest's Compliance with Section
7 271 of the Telecommunications Act of 1996, and also
8 in the matter of Qwest's Statement of Generally
9 Available Terms Pursuant to Section 252(f) of the
10 Telecommunications Act of 1996.

11 This is a follow-up workshop in Workshop
12 Two, and today we are actually not conducting
13 follow-up matters; we are going to proceed with
14 continuing on collocation issues and see how far we
15 can get.

16 My name is Ann Rendahl. I'm the
17 Administrative Law Judge presiding over this matter.
18 And to my right is Paula Strain, Commission Staff,
19 Dave Dittemore and Tom Wilson, also of Commission
20 Staff. Let's briefly state appearances on the
21 record. I believe everyone here has already stated
22 an appearance, so just state your name and who you're
23 representing for the record, starting with Mr.
24 Cromwell.

25 MR. CROMWELL: I'm Robert Cromwell, Public

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1 Counsel.

2 JUDGE RENDAHL: And before we go further,
3 I'll try to speak up, as well, but there are no
4 microphones in the room, and for the court reporter's
5 sake, let's speak up. Ms. Hopfenbeck.

6 MS. HOPFENBECK: Ann Hopfenbeck, WorldCom,
7 Inc.

8 MS. FRIESEN: Letty Friesen, AT&T.

9 MR. WILSON: Ken Wilson, AT&T.

10 MR. MENEZES: Mitch Menezes, AT&T.

11 MR. ZULEVIC: Mike Zulevic, Covad.

12 MR. HARLOW: Brooks Harlow, Covad and

13 Metronet.

14 MR. REYNOLDS: Mark Reynolds, Qwest.

15 MR. CATTANACH: Bob Cattanach, Qwest.

16 MS. BUMGARNER: Margaret Bumgarner, Qwest.

17 MR. CAMPBELL: Bill Campbell, Qwest.

18 MS. WEIDENBACH: Georganne Weidenbach,

19 Qwest.

20 MS. HOLIFIELD: Marianne Holifield, McLeod.

21 MR. HSIAO: Douglas Hsiao, Rhythms.

22 MR. HEATH: Eric Heath, Sprint.

23 MS. YOUNG: Barb Young, Sprint.

24 MR. KOPTA: Gregory Kopta, XO, ELI, ATG and

25 Focal.

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1 JUDGE RENDAHL: Thank you. We had just
2 started discussing collocation issues off the record,
3 and had started with Section 8.4.1.7 of the SGAT,
4 which addresses collocation space reservation. And
5 if you could briefly recap, Ms. Bumgarner, what
6 Qwest's takeback suggestion was on that section, and
7 then I will recap the discussion.

8 MS. BUMGARNER: Okay. On 8.4.1.7, we've
9 been asked to look at the length of time that was
10 recommended in our previous SGAT and see if that
11 coincided with Qwest's reservation of space and the
12 time frames involved.

13 And so we've come back with a recommended
14 change to that particular section that would say,
15 Collocation space reservation allows CLEC to reserve
16 space in a Qwest premises, and then we would delete
17 the last part of that sentence and replace it with
18 "under the same conditions as Qwest reserves space
19 for itself." And then we would leave the last
20 sentence of that section as is.

21 JUDGE RENDAHL: Okay. And I understand the
22 proposal is to -- understanding that timing for space
23 reservation and the types of equipment that may be --
24 that space may be reserved for may depend on the
25 state, and that Qwest's proposal is that SGAT Section

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1 8.2.1.2 will state the equipment by state, but that
2 the timing will be stated in Qwest's process
3 documents, which, once they are resolved, would be
4 put on the web, but right now are in written document
5 form.

6 And I think the question that parties have
7 been dealing with is what recourse would a CLEC have
8 if Qwest decides to change the time for a space
9 reservation. And I'll note that McLeod and AT&T and
10 WorldCom had stated concerns about that, and at this
11 point, Ms. Hopfenbeck and Ms. Friesen, do you want to
12 recap that issue for the record?

13 MS. HOPFENBECK: Well, I actually have a
14 question that I need to ask Qwest on this point, so
15 recapping --

16 JUDGE RENDAHL: I mean, do you feel that
17 I've recapped the issue sufficiently so that we can
18 go forward? Are there other issues that we need to
19 state on the record before you continue questioning
20 the witness?

21 MS. HOPFENBECK: Why don't we --

22 JUDGE RENDAHL: Mr. Wilson.

23 MR. WILSON: There was some discussion
24 before we went on the record of a change management
25 process. I believe Qwest referred to it as the

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1 CICMP. And this issue has come up before in terms of
2 a change process for the Qwest IRRG, which is one of
3 the main process documents that CLECs have access to
4 on the Internet, and our problem is that we went to
5 the AT&T people that sit on the ROC committees and
6 they were a little surprised that a representation
7 was being made that the IRRG fell within that change
8 management process, because in the ROC that change
9 management process has so far been discussed as a
10 change process for the OSS documentation. So they
11 were unaware that Qwest was proposing to include the
12 IRRG in that process.

13 JUDGE RENDAHL: Okay. Ms. Hopfenbeck, why
14 don't you go forward?

15 MS. HOPFENBECK: Okay. I guess I first
16 want to start by saying that I do think that it would
17 be beneficial for Qwest to state again on the record
18 what this change process is and to explain exactly
19 where they envision the timing for their space
20 reservation policies being put on the web and then
21 how you go about changing it. It would be helpful to
22 have that on the record.

23 I have a question directed to something Mr.
24 Cattanach said off the record. That is that I
25 understand that the types of equipment that CLECs are

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1 permitted to collocate may differ in different
2 states, depending on the law. And in Washington, the
3 law is that CLECs can collocate remote switching
4 units.

5 My question of you is, again, for purposes
6 of the space reservation policy, would Qwest consider
7 remote switching units as discussed in that earlier
8 provision in the SGAT to be switching equipment for
9 which the longer three-year space reservation policy
10 would apply?

11 MS. BUMGARNER: As far -- well, I'll take
12 the last question first. Yes, and I thought I had
13 made it clear that we were talking about circuit
14 switched. So RSUs, we would look at being the same
15 as our plan periods for switching equipment, which is
16 the three-year period of time.

17 The change management process, the CICMP,
18 that customer initiated change management process,
19 that notification was sent out to all of the CLECs.
20 And like I said, the first meeting was held December
21 20th. It was not -- I mean, there's been discussions
22 through the ROC process of that change management,
23 which was focused mostly on the OSS type issues, and
24 then this notification was sent out to bring CLECs in
25 and talk through the process and, you know, how you

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1 can initiate changes and how notifications were going
2 to go out, that sort of thing.

3 If you go on the Web site, there is
4 documentation of that on there. It clearly does say
5 the IRRG, so it does talk about the other
6 documentation, not just OSS. So this is in addition
7 to that earlier process.

8 MS. HOPFENBECK: But again, Ms. Holifield
9 asked you, Margaret, isn't that -- what I understood
10 was that the CICMP process was a process that was
11 being set up to allow the CLECs to bring to Qwest's
12 attention issues that they needed to be addressed,
13 changes that they wanted initiated.

14 MS. BUMGARNER: Right.

15 MS. HOPFENBECK: We're talking about with
16 respect to space reservation policy, what I believe
17 Mr. Wilson referenced in talking about the problem
18 with changes to the IRRG have to do with
19 Qwest-initiated changes in the process and how those
20 Qwest-initiated changes would be brought to the
21 attention of the CLECs.

22 And are you saying now that it's your
23 understanding that Qwest-initiated changes will be
24 brought to the attention of the CLECs and addressed
25 within the context of the customer initiated change

02158

1 management process?

2 MS. BUMGARNER: Well, the way it works on
3 the -- as I understand, Bill --

4 MR. CAMPBELL: Want me to jump in for a
5 minute?

6 MS. BUMGARNER: Well, when we send out like
7 a product change or product notification is sent out,
8 I believe 30 days, at least 30 days ahead of time of,
9 like, new product or some product change or policy
10 notification that's sent out through the account
11 managers to all of the CLECs, that information --
12 then the CLEC has the opportunity to come into -- I
13 mean, they're holding these meetings once a month --
14 has an opportunity to come into those meetings to ask
15 more questions about it, to recommend changes to
16 that, disagree with some pieces of it, that sort of
17 thing can be brought into those monthly meetings.

18 Clearly, some of the things that are sent
19 out that are new product notifications, either things
20 that we have in this SGAT, the documentation, as far
21 as like IRRG, may follow later than that, you know,
22 in terms of once we get agreement on SGAT or
23 something new, that FCC rule that comes out, that we
24 send out information about, we may not immediately
25 have the IRRG documentation up-to-date with like

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1 product notifications, and there are on the Web site
2 bulletins about all of those distributions that have
3 been sent out, as well, so the IRRG should reflect
4 what's in those product notifications and the
5 processes that we have with them.

6 I don't believe that you would see, like,
7 IRRG changes that haven't been communicated in some
8 kind of a product or policy notification that's sent
9 out to the CLECs. Am I right?

10 JUDGE RENDAHL: Mr. Campbell, before you --
11 are you intending to make a statement on the record,
12 because I need to swear you in as a witness if you
13 are planning to participate.

14 MS. BUMGARNER: Let's do that.

15 JUDGE RENDAHL: Would you stand and raise
16 your right hand, please? Please state your full
17 name.

18 MR. CAMPBELL: William L. Campbell.
19 Whereupon

20 WILLIAM L. CAMPBELL,
21 Having been first duly sworn, was called as a witness
22 herein and testified as follows:

23 JUDGE RENDAHL: Thank you. Mr. Campbell,
24 do you have anything to add?

25 MR. CAMPBELL: I think Margaret covered it.

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1 I think the major thing today, we do notifications to
2 the account teams of any policy product changes that
3 occur. That is your notification. The CICMP process
4 was correctly characterized by Ken, that it was
5 originally OSS. We have expanded it to include
6 product and process input from our customers, as
7 well, for consideration, and we'll mirror the OSS
8 CICMP, C-I-C-M-P, process.

9 JUDGE RENDAHL: So it's intended to be a
10 two-way process, not just CLEC-initiated changes, but
11 also Qwest-initiated changes, and they will be dealt
12 with in the same manner. Is that Qwest's intent?

13 MR. CAMPBELL: Not entirely, because today
14 -- let's just take the real world example, our OSS
15 systems. We're out doing modifications, adding
16 enhancements, developing the support of product sets
17 and rolling them out without giving you every single
18 change. We do notify you of the changes and you are
19 notifying us of proposed changes that you want or
20 hiccups that don't seem to make sense and are asking
21 us to take that into our planning process. That's
22 how we envision doing the product process, as well.

23 JUDGE RENDAHL: I think the question still
24 goes to you mentioned that CLECs would provide
25 suggested changes and Qwest would provide changes,

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1 and I think that may be the nub of the issue for some
2 of the CLECs, is what recourse is there before Qwest
3 actually makes the change for dialogue or discussion
4 or some discussion of a proposed change, as opposed
5 to Qwest announcing a change, and I don't know if
6 I've aptly described the issue. Can you respond to
7 that, either Margaret -- or Ms. Bumgarner or Mr.
8 Campbell?

9 MS. BUMGARNER: I would say that if you're
10 talking about a legal issue or a rule-type issue,
11 those certainly there's recourse as far as disputing
12 whether or not we're meeting those requirements and
13 can take those with any Commission or FCC if they
14 believe that we're not meeting those requirements.

15 When you talk in terms of the new products
16 and marketing-type things, we may not always offer
17 all the different options that a particular CLEC may
18 want if we don't see that there's a huge market for
19 something. So there are some differences that we may
20 feel that we have some say on what kind of product we
21 roll out or how far we're willing to go on
22 enhancements that are product kinds of things.

23 JUDGE RENDAHL: Then I will limit my
24 question simply to this issue on the SGAT that we're
25 talking about, on space reservation. What is Qwest's

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1 intent on that issue in terms of whether they will
2 simply announce a change or is it something that is
3 to be suggested and discussed between the parties?
4 Just simply on this one issue.

5 MS. BUMGARNER: Okay. On the length of
6 time?

7 JUDGE RENDAHL: Yes.

8 MS. BUMGARNER: At this point in time, it
9 would be parity with what we do and the time frames
10 that we have, you know, that we have laid out. I
11 don't believe that there's any intent on our part to
12 change that. We have to have some planning time
13 frames for that type of equipment.

14 Is there a specific rule? No, I don't
15 believe there's a specific rule around the time
16 frames that you have to offer on this, but I would
17 not see that this would be a disputed item. But
18 CLECs certainly can come into those process meetings
19 if we were to make a change and complain about that
20 if they didn't feel that it was an appropriate change
21 for us to make.

22 JUDGE RENDAHL: Any other comments on this?
23 First Ms. Hopfenbeck, and then we'll go down the
24 line.

25 MS. HOPFENBECK: I mean, as I understand

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1 it, the basis for the suggested change is that
2 8.4.1.7 simply reflect the parity obligation, general
3 terms, as opposed to stating specific space
4 reservation policies, is that that will then
5 accommodate different space reservation policies that
6 may exist in different states.

7 What are the different space reservation
8 policies that exist in other states? I mean, are
9 there space reservation policies, for example, that
10 differ from the ones that the Washington Commission
11 have approved in other states?

12 MS. BUMGARNER: Well, the space reservation
13 policy itself is the same across all the states.

14 MS. HOPFENBECK: I mean the time.

15 MS. BUMGARNER: The process and the policy
16 around that is the same across all the states. The
17 intervals are the same across all the states that
18 Qwest uses for reserving space.

19 MS. HOPFENBECK: That being one year, three
20 year, five year?

21 MS. BUMGARNER: Exactly. The difference is
22 what type of equipment CLECs are allowed to collocate
23 in the different states. And in some states, it's
24 only the transmission type of equipment, which is the
25 one year, and then we have some states that have

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1 ordered us to allow CLECs to be able to collocate
2 RSUs or the circuit-switched equipment, and that's
3 the three-year term.

4 MS. HOPFENBECK: Why wouldn't you want to
5 include in 8.4.1.7 a reference to the different time
6 frames for each type of equipment and leave the SGAT
7 to define in another section what equipment a CLEC is
8 permitted to collocate in. Then we don't have this
9 problem with it being in a separate place on a web
10 and then subject to change.

11 MR. CATTANACH: If I could ask a quick
12 follow-up question. If I understand your suggestion,
13 is that we'd say something like transmission
14 equipment gets one year, and those states that allow
15 switching equipment, you can reserve three years for
16 switching. Is that -- I mean --

17 MS. HOPFENBECK: That's exactly it.

18 MR. CATTANACH: That was essentially our
19 intent. We tried to do, what we thought, more
20 simplified form, but if this gets the job done, my
21 sense is we'd be willing to work along those lines.

22 JUDGE RENDAHL: I know, Ms. Friesen, you
23 had a comment, and also Mr. Zulevic, but before we
24 lose Mr. Cattanach's suggestion, is there agreement
25 that that's something that the CLECs would like to

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1 see?

2 MR. MENEZES: Yes.

3 JUDGE RENDAHL: Okay. Is that something,
4 then, that Qwest could draft up maybe -- either we
5 could do it now or we could do it at a break and come
6 back, or is that something you need to do as a
7 takeback?

8 MS. BUMGARNER: Mark has volunteered to do
9 it right now.

10 JUDGE RENDAHL: Okay. Well, let's keep
11 moving. Ms. Friesen, did you have a question?

12 MS. FRIESEN: I have two questions, yeah.

13 JUDGE RENDAHL: Okay.

14 MS. FRIESEN: I was -- the first question
15 may have been supplanted by what just transpired, but
16 I'm trying to understand your notion of the parity
17 obligation. Does Qwest, for itself, reserve ATM
18 equipment for three years or one year?

19 MS. BUMGARNER: One.

20 MS. FRIESEN: So you do anything that is
21 not an RSU -- how are you distinguishing between
22 switches and what you're calling transmission
23 equipment for yourself?

24 MS. BUMGARNER: We currently consider the
25 ATM the same as what we do on transmission equipment,

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1 and it's our circuit switch equipment that we have
2 the three-year reservation policy for.

3 MS. FRIESEN: Then, when you apply your
4 one, three and five-year within a state policy,
5 you're applying it statewide, am I correct? I mean,
6 you're not applying it to -- that policy isn't going
7 to change for a specific wire center within a state?

8 MS. BUMGARNER: No.

9 MS. FRIESEN: When you change it, it would
10 be a statewide change; is that correct?

11 MS. BUMGARNER: Unless a state specifically
12 orders some time frame, it's really the policy that
13 we use across the 14.

14 MS. FRIESEN: That's all I have.

15 JUDGE RENDAHL: Okay. Mr. Zulevic.

16 MR. ZULEVIC: I was just wanting to get a
17 little clarification on the reservation policy as a
18 whole. Getting back to some of the earlier dialogue,
19 whereby Qwest may choose to change its own internal
20 reservation policy, for instance, for switching
21 equipment from four years to three years.

22 In the case where I have gone through the
23 reservation process and have reserved space for a
24 four-year period, would that still be honored, even
25 though Qwest changed its policy?

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1 MS. BUMGARNER: So you reserved some space
2 for four years and you're saying then later we
3 changed to three years, what we would do with your
4 current equipment?

5 MR. ZULEVIC: Correct.

6 MS. BUMGARNER: And that's in your
7 interconnection agreement that we reached that?

8 MR. ZULEVIC: Well, no. I'm just talking
9 about the SGAT.

10 MS. BUMGARNER: Oh, this is the
11 theoretical, okay. So we have a three-year
12 reservation period and we decide to change it to two.

13 MR. ZULEVIC: Okay.

14 MS. BUMGARNER: You've got equipment there
15 that you reserved space for --

16 MR. ZULEVIC: I have requested space on a
17 three-year reservation for switching equipment, and I
18 requested it for, all right, let's say three years.
19 You changed the policy the next day to two years.
20 Then does that reservation period drop back to two
21 years now or will you honor the existing reservations
22 that have been made under this language in the SGAT?

23 MS. BUMGARNER: I believe what Mr. Campbell
24 told me before is that that would be grandfathered.

25 MR. CAMPBELL: What we would generally do,

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1 and we're talking theoretical here, but what we would
2 tend to do when we change a policy, is if, in fact,
3 you entered an agreement with this other existing
4 policy, we'd continue to honor that and change going
5 forward.

6 We have very specific examples, the RSU
7 issue, which is part of what we're talking about
8 here, where we did allow it, didn't allow it type of
9 thing. Those that were placed under the original
10 policy were grandfathered. Moving forward, they
11 weren't allowed to be placed. We would do, I
12 imagine, Mike, something very similar to a that.

13 JUDGE RENDAHL: Any further questions? Mr.
14 Menezes.

15 MR. MENEZES: Mr. Campbell, to follow up on
16 what you just said, if Qwest were to just change from
17 three years to two for switching equipment and
18 grandfather the existing reservations that CLECs had
19 made, how would Qwest treat its own reservations that
20 were in existence at the time of the change in time
21 periods?

22 MR. CAMPBELL: I'm hearing the same way,
23 but I'm not sure I quite understand.

24 MS. FRIESEN: Would you grandfather for
25 yourself?

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1 MR. MENEZES: If Qwest had reserved a large
2 block of space for switching equipment in the central
3 office and changed its reservation policy to two
4 years from three, would it grandfather all that space
5 for itself for the three years or would it --

6 MR. CAMPBELL: On a retroactive, no, I
7 would suspect we'd treat ourselves the same way. If,
8 in fact, we had reserved space for the specific
9 reason, we'd continue to reserve.

10 MR. MENEZES: You'd grandfather it as you
11 would for CLECs.

12 JUDGE RENDAHL: Mr. Campbell and everyone,
13 you'll need to speak up a little bit. We don't have
14 microphones, unfortunately. Okay. Are there any
15 further -- Mr. Menezes, you have more?

16 MR. MENEZES: I do have more questions.
17 Just backing up, Ms. Bumgarner, you had talked about
18 a meeting with CLECs on the CICMP process on December
19 20th.

20 MS. BUMGARNER: Yes.

21 MR. MENEZES: Was that among regulators or
22 was that just an industry meeting? Was it just CLECs
23 and Qwest?

24 MS. BUMGARNER: As I understand it, it was
25 a notification and invitation that went out to all of

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1 the account managers to all the CLECs, and it was
2 Qwest with CLECs about the change management process.
3 I'm not aware that there were any regulators at that.

4 MR. MENEZES: So it's not being done as
5 part of a regulatory proceeding or process, okay.
6 This was the first meeting?

7 MS. BUMGARNER: Yes.

8 MR. CAMPBELL: The first meeting of the
9 product process portion of CICMP. The OSS meetings
10 have been going on for some time.

11 JUDGE RENDAHL: Is there any further
12 clarification on this? We've spent almost an hour on
13 this one section, and it doesn't bode well for the
14 day. So I'm just wondering if we need to continue to
15 hash this out further while we're waiting for the
16 language.

17 MR. MENEZES: Well, I would like to make
18 two comments, questions. Hopefully it won't take
19 long.

20 JUDGE RENDAHL: Go ahead.

21 MR. MENEZES: The notion of putting the
22 time periods in, I think, is a good one. I think Ms.
23 Bumgarner has said that there are state rules in the
24 case of Washington that dictate a time period, and in
25 other states, it's a Qwest policy.

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1 The concern I've heard, and I have, as
2 well, is how that changes and what are CLECs rights.
3 If the time period is stated in the document and the
4 time period is to change because of a change in state
5 law, I think there's a process in the SGAT that talks
6 about changes in law and discussing how to amend the
7 SGAT.

8 If it's simply a change in policy, there
9 isn't a process in the SGAT that governs that.
10 There's this CICMP, which is outside the SGAT, the
11 process of which itself I think could be changed
12 unilaterally by Qwest if it's not brought into this
13 document.

14 So the concern, and to throw this out at
15 Qwest, is a process which would change a time period
16 set forth in the SGAT or products or anything that a
17 CLEC is getting under the SGAT seems to me should be
18 incorporated in the SGAT so that CLECs are notified
19 and they have contractual rights in connection with
20 the changes that are happening, as opposed to a
21 policy that's removed from the SGAT that is solely
22 under Qwest's control. And I think that's it.

23 JUDGE RENDAHL: Okay. Is there any Qwest
24 response to that statement?

25 MR. CATTANACH: Very briefly, Your Honor.

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1 I would suggest we move on. If we can't get the
2 closure, we'll go to impasse. I think it's
3 reasonable. We put the times in there so in order to
4 change the times, we'd have to change the SGAT at
5 this point. There is a process for changing the
6 SGAT, number one.

7 Number two, as far as broader change
8 management issues go, you've heard some discussion of
9 that. There will be more. That issue transcends
10 reservation issues, but at the end of the day, we may
11 or may not be able to come to closure on change
12 management.

13 There are some things we could talk about,
14 I'm not sure where they'll come up exactly, but we
15 may go to impasse there, as well. But I think we'll
16 try to accommodate some change process, but at the
17 end of the day, you can't run a company by committee.
18 So I think there's some willingness to see how far we
19 can get on that. But as far as this issue goes, I
20 think if we can get there stating one year and three
21 years, terrific. If we can't, let's go to impasse
22 and move on, because I think all we're required to
23 do, frankly, is parity.

24 JUDGE RENDAHL: At this point, I think what
25 I'd like to do is hold this issue in abeyance until

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1 we have proposed language from Qwest. And I'd like
2 the parties to discuss during lunch this issue that
3 Mr. Cattnach proposed, that there is a change
4 process once something is in the SGAT. And so I
5 think we need to move on until we have some proposed
6 language from Qwest, and let's go on from there.

7 MR. CATTANACH: Can we just give you the
8 language now, Your Honor?

9 JUDGE RENDAHL: If you have it, then let's
10 discuss it, and I'd like to close this issue within
11 the next five minutes.

12 MR. CATTANACH: Agreed.

13 MR. REYNOLDS: Why don't I just read the
14 entire section from the top. 8.4.1.7, and it would
15 read, "Collocation space reservation allows CLEC to
16 reserve space in a Qwest premises under the same
17 conditions that Qwest reserves space for itself.
18 Qwest's current space reservation time frames that it
19 uses for forecasting space for its own equipment are
20 as follows," and then these would be in bullet point
21 format. "Transmission equipment, one year. Circuit
22 switching equipment, three years. Power equipment,
23 five years. CLEC may reserve space in a particular
24 Qwest premises through the collocation space
25 reservation application form, period."

02174

1 JUDGE RENDAHL: Any brief comments? Mr.
2 Wilson.

3 MR. WILSON: I believe the new language Mr.
4 Reynolds referred to said Qwest's current forecast
5 process, and I wonder if that shouldn't say
6 reservation process.

7 MR. REYNOLDS: I think it does. It's right
8 there in front of you.

9 MR. WILSON: Okay. The new sentence said
10 Qwest -- oh, Qwest's current space reservation time
11 frames that it uses for forecasting space for its own
12 equipment are as follows. So I guess I heard
13 forecasting in that context. I assume this is a
14 reservation process, not a forecasting process?

15 MR. REYNOLDS: We could change
16 "forecasting" to "reserving," if that would help.

17 MR. WILSON: I think it might be clearer.

18 MR. REYNOLDS: All right.

19 MR. CATTANACH: Done.

20 JUDGE RENDAHL: So that language is
21 agreeable to the parties? Okay. And does that still
22 -- but does that --

23 MS. HOPFENBECK: I don't know if that
24 really gets to -- I mean, the reason why I was
25 suggesting adding this specific language as a

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1 solution was to avoid the problem of having policies
2 changing outside the context of the SGAT. I mean, by
3 saying Qwest's current space reservation policy
4 within this document, it suggests that they can
5 change, and this sentence has no meaning.

6 And it seems to me that we ought to just
7 build into the SGAT these time frames. Then, if you
8 change your policy, the SGAT has to change, but then
9 we all have a process, which is a process for
10 changing the SGAT, that we know will take effect.
11 And it allows just for a much more orderly change
12 process that follows rules of contract.

13 JUDGE RENDAHL: Mr. Cattanach, is that what
14 the intent was in that language?

15 MR. CATTANACH: I don't believe so, Your
16 Honor. If it's the word current that's troubling,
17 which suggests some sort of temporal --

18 MS. HOPFENBECK: Right, that's right.

19 MR. CATTANACH: I don't have the language
20 in front of me, but if you deleted the word current,
21 what would it look like?

22 MS. HOPFENBECK: Well, I think if you
23 delete current, that makes a difference.

24 MR. REYNOLDS: It would just say, "Qwest's
25 space reservation time frame that it uses for

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1 reserving space for its own equipment are as
2 follows."

3 MS. HOPFENBECK: Now, Bob had also said
4 that this language would include a statement to the
5 effect to make it clear that in those states where
6 circuit switching equipment -- in those states where
7 CLECs are permitted to collocate circuits, such as
8 remote switching units, that three years would apply.
9 Don't you think that needs to be --

10 MS. BUMGARNER: I thought that because we
11 indicate that it allows CLECs to reserve space under
12 the same conditions as Qwest reserves space, then the
13 earlier section that talks about the type of
14 equipment that's allowed is where it addresses, by
15 state, what the CLEC is to collocate, rather than
16 having it too many places in here that, as things
17 change --

18 JUDGE RENDAHL: Okay. My suggestion is
19 this. At the break, if it's possible to have this
20 language typed up, copied, so we can circulate it and
21 mark it as an exhibit, and then, when we come back
22 from the break, we will fine-tune whatever pieces.
23 But it sounds like, at this point, there's a
24 tentative agreement that this language may resolve
25 both the issue of timing and change management for

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1 this one particular purpose. Is that correct?

2 Okay. We have a tentative agreement on
3 this. Let's move on and come back to the issue once
4 we have something that everyone can look at.

5 MS. BUMGARNER: Okay. Moving right along,
6 the next section, the 8.4.1.7.1, through to the end,
7 lay out the way in which the reservation -- the
8 application, the quote, the acceptance, and then the
9 type of payments that are required for reservations
10 are laid out in these. And as you can see, they
11 somewhat mirror a collocation application, because in
12 some sense, that's what this is, it's sort of a
13 pre-application for collocation space, and so it
14 follows along the same lines.

15 MR. HARLOW: Excuse me just a second. I
16 thought I heard you say 8.4.7. Do you mean 8.4.6?

17 MS. BUMGARNER: No, 8.4.1.7.

18 MR. HARLOW: Okay, thank you.

19 MS. BUMGARNER: There is one change that we
20 need to make. 8.4.1.7.3, in the next to the last
21 line, based on the change that we've made around the
22 time periods, that probably should read, "Qwest will
23 hold the reservation for the applicable reservation
24 period," and delete that 12 months after the 50
25 percent payment.

02178

1 JUDGE RENDAHL: Do parties have any
2 comments on Sections 8.4.1.7.1 through 8.4.1.7.4(d),
3 including the change that was just suggested? Mr.
4 Wilson.

5 MR. WILSON: Yes, one issue that AT&T has
6 been talking among itself about is an issue that
7 doesn't seem to be addressed, and that is if a CLEC
8 reserves space in an office and the office becomes
9 fully occupied, except for the reserved space, and
10 then another CLEC wants to collocate, what happens?

11 Do we really want a CLEC to be able to
12 reserve space for a year or more if there is no space
13 available. In other words, the office is exhausted.
14 Do we really want that to happen? So that's a
15 question, a question I throw out for the group to
16 consider, because it seems to allow a kind of
17 warehousing of space that might not be desirable.

18 MS. BUMGARNER: I think that's probably an
19 appropriate concern, if there are abuses that would
20 take place. I think it's maybe a question on the
21 CLECs' side of how to put some measures around that,
22 but I think one of the benefits for a CLEC of being
23 able to reserve space is being able to know that the
24 spaces may be there when they're ready to go in,
25 particularly in some of the major metropolitan areas,

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1 where there's probably a lot of CLECs that might be
2 interested in the same offices. This does allow the
3 CLEC to reserve that space.

4 I think, to some extent, it goes to some of
5 the discussion that we had at the multi-state, which
6 -- and I think I have a better understanding about
7 what the intent was on this after having some more
8 discussions following that, which has to do with the
9 price around this. That it's not just the lease of
10 the space; it actually is kind of a pre-order. It is
11 a quote based on pretty much an application for
12 collocation and what the full charges would be, so
13 asking for the 50 percent up front, which is to
14 discourage someone from doing exactly as you would
15 suggest, that if we were merely charging say strictly
16 the leased price just for the space itself, 50
17 percent of the recurring charges and nothing on the
18 nonrecurring, you could, in fact, have CLECs come in
19 and take maybe huge quantities of space and warehouse
20 space.

21 So this really is very much like a
22 pre-application for collocation, asking for 50
23 percent of it up front, being able to hold that space
24 and know that you have that space reserved ahead of
25 time. And the flipside is trying to discourage the

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1 warehousing of space.

2 MR. WILSON: Well, I think we saw it just a
3 little bit differently. I think there may be a
4 two-step process needed, and I don't want to drag
5 this out too far, but it seems like there should be
6 an initial reservation process that is kind of like a
7 first right of refusal. You pay some nominal amount
8 down in an office where there's space available, and
9 you are reserving that space, but if someone else
10 comes in and needs space and the office is exhausted,
11 then Qwest would come back and notify you, and you
12 have a certain time period in order to move forward
13 or not.

14 Because, I mean, what I just heard Ms.
15 Bumgarner describe might seem okay if the office was
16 exhausted, but if you got an office with plenty of
17 space, what I'm starting to hear now seems to be
18 maybe an exorbitant amount of money simply to hold
19 space, because what I heard was you're putting like a
20 50 percent deposit on what I think she's imagining to
21 be a very large amount of money. So a typical
22 collocation is \$100,000. If I'm putting down \$50,000
23 just to reserve space, that's pretty exorbitant.

24 So I think what we're looking at is a
25 nominal amount for something like a right of first

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1 refusal, and then, if others need the space and the
2 office is exhausted, you probably have to either put
3 your real 50 percent deposit up for building out or
4 go away.

5 MS. BUMGARNER: I really don't think that
6 there are -- there are no requirements around how we
7 handle the reservation of space. There are no rules
8 around this. I think we really don't want to be in
9 the business of trying to mediate space, either,
10 between CLECs on this, and I think we've sort of laid
11 out how we intend to handle the reservation process.

12 The FCC really doesn't have any rules
13 around this as far as how we need to do it. They
14 merely indicate that, you know, we have to take into
15 account CLECs' needs for space. I think, at this
16 point, we probably want to go to impasse on these
17 issues. They really -- this is our proposal that
18 we've laid out and --

19 MR. WILSON: Well, let me ask, 50 percent
20 down of what?

21 MS. BUMGARNER: That would be -- the
22 collocation reservation form that we have basically
23 is a collocation application form. And so you pretty
24 much lay out what it is you're anticipating reserving
25 that space for, and what you're putting in there, and

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1 then we develop the quote pretty much just like we do
2 for a regular collocation application.

3 MR. WILSON: This isn't a reservation,
4 space reservation process, then, this is an extended
5 build. I mean, you're applying for the space.

6 MS. BUMGARNER: And that's, we said, it's
7 kind of a pre-collocation application to reserve that
8 space and --

9 MR. CAMPBELL: This is in direct response
10 to conversations and experience associated in the
11 various states with co-providers having to come in
12 with large number of collocation apps in order to
13 execute their business plan. So if they have 150
14 locations they want to go into, instead of having to
15 dump all 150 applications on us to find out if
16 there's space in these offices and to have those time
17 frames, this allows them to reserve specific offices,
18 stage it across a year that they can actually
19 implement this in a way that makes more sense.

20 Reservations, you're going into the office.
21 It is not an option on space. You're going to make a
22 decision at some point as to whether or not to go
23 there. That is the difference that we have made in
24 the direction we're heading with it.

25 JUDGE RENDAHL: First -- go ahead, Ms.

02183

1 Friesen.

2 MS. FRIESEN: Is it safe to assume that
3 Qwest, when it's reserving space for itself, doesn't
4 require itself to pay any kind of deposit in order to
5 hold space for one, three or five years; is that a
6 fair assumption?

7 MS. BUMGARNER: I don't know that you can
8 make that sort of a comparison, in terms of we've
9 already paid for that space in some respects and
10 conditioned those offices in reserving that space.
11 So I don't know that you can make a direct comparison
12 between the two fees.

13 MS. FRIESEN: So you haven't paid, though,
14 I'm assuming, to put your switch in the three-year
15 situation, you haven't put your switch in.

16 MS. BUMGARNER: In some cases, we've done
17 engineering work and had engineering jobs that are
18 processed against those, so we do have some of the
19 initial costs that we've spent on doing planning
20 routes like this. In terms of some of it, yeah,
21 we've already spent money laying out the jobs.

22 MS. FRIESEN: It may be a parallel, then?

23 MS. BUMGARNER: Some, yes.

24 JUDGE RENDAHL: Mr. Zulevic, and then Mr.
25 Hsiao, and then Ms. Hopfenbeck.

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1 MR. ZULEVIC: I was wondering how it would
2 be handled if we did a space reservation and, at the
3 time that we reserved the space, we intended to, for
4 instance, put in an ATM switch and put in a DSLAM and
5 X number of transport cables and so forth, but then
6 our business plan changes, say six, seven, eight
7 months down the road, which would dramatically impact
8 the nonrecurring charges associated.

9 If we decide to go back to strictly a -- if
10 we put in just a DSLAM and not an entire hub
11 location, how would this reservation policy then play
12 out so far as the nonrecurring charges? Obviously,
13 for just a DSLAM, it would be a much smaller
14 nonrecurring charge associated with that.

15 MR. CAMPBELL: At the time of the
16 application, Mike, we'll go through another quote
17 phase and quote the specific collocation application.
18 The first one is the reservation, which will give the
19 intent of what you were going to do and 50 percent
20 down. If in fact you change your mind, the cost
21 could change a bit when you get the actual cost. If
22 there's a trueup, we'll give actual cost.

23 MR. ZULEVIC: So this is not something that
24 you use to actually start doing construction
25 yourself; it's something that you use primarily,

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1 then, for planning purposes?

2 MR. CAMPBELL: Planning purposes, including
3 looking at some of the key facilities to make sure we
4 have availability when the actual work comes in,
5 power facilities, those kinds of things.

6 MS. BUMGARNER: Well, there would be things
7 that would start happening ahead of time to
8 accommodate what it is you said on that
9 pre-application.

10 MR. CAMPBELL: We're not going to
11 pre-provision your cables. We'll wait for the actual
12 physical order to come in.

13 MR. ZULEVIC: And in the same token, we
14 wouldn't be tied to the exact same configuration that
15 we reserved the space.

16 MS. BUMGARNER: Right.

17 JUDGE RENDAHL: I'll caution everyone to
18 not speak on top of one another and to wait till the
19 other person is finished so that the court reporter
20 can take everything down. Mr. Hsiao, I think you had
21 a question, and then Ms. Hopfenbeck.

22 MR. HSIAO: Yeah, my comment was actually
23 just going to be sort of the same as what Mike had
24 said. I guess my concern would be that either your
25 reservation policy is going to be so exorbitantly

02186

1 priced that no CLEC is going to do it or it's going
2 to present a problem where you're going to have --
3 let's say what we'll call the dishonest CLEC, which
4 is going to go and sort of make a phony reservation
5 with very little equipment and very little reserved
6 -- a very small reservation charge.

7 So I don't think you're preventing the
8 warehousing which you were talking about and you also
9 might be preventing the honest CLEC from reserving
10 space.

11 MR. CATTANACH: We'll be happy to take it
12 out. We'll delete the section. That's fine.

13 MR. HSIAO: I think Mr. Wilson's proposal
14 was actually much better, a much more reasonable
15 proposal about how to do a reservation.

16 MR. CATTANACH: We've talked about this
17 internally a lot and we've looked at that, as Bill
18 said earlier. I mean, that's really sort of an
19 option agreement for space, not a reservation policy.
20 For better or worse, we don't think it works very
21 well for us. So we'll be happy to go with this
22 structure, we'll be happy to delete it. And if that
23 doesn't work, I guess we can go to impasse and move
24 on.

25 JUDGE RENDAHL: Before we go to impasse,

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1 let's hear from Ms. Hopfenbeck and then see where we
2 go, and then Ms. Young.

3 MS. HOPFENBECK: Initially, before raising
4 this point, I want to say that I also agree that Mr.
5 Wilson's approach is a good way to think about. It's
6 unfortunate that we have to go to impasse on that.
7 However, taking Qwest's proposal as it is, I do think
8 the following amendment or addition should be made,
9 assuming Qwest's proposal would remain in the SGAT.
10 And that is, just like -- I mean, I think there
11 should be some statement that tracks the Washington
12 rule with respect to payment of the quote. I mean,
13 under this space reservation policy, you're paying
14 essentially half the nonrecurring charges in order to
15 reserve the space. And you're doing it in a very
16 short time frame, similar to the way you're paying
17 half the nonrecurring charges when you actually file
18 your application and Qwest gets going on the
19 application space.

20 So I think you need to add language that's
21 in the Washington rule that says that this clarifies
22 that the CLECs' acceptance of that written quoted
23 payment of one-half of the nonrecurring charges does
24 not preclude the CLEC from later disputing the
25 accuracy or the reasonableness of those charges.

02188

1 JUDGE RENDAHL: There's no objection to
2 that change?

3 MR. CATTANACH: We would not object to
4 that. In fact, actually, we talked about that and I
5 think we anticipated that happening. Just, the
6 language didn't quite get there accurately. That's a
7 good point. We don't have a problem with it.

8 JUDGE RENDAHL: Okay. Is that something,
9 just for purposes of getting it in the record, that,
10 Ms. Hopfenbeck, you could repeat which section it's
11 in and repeat it for the record?

12 MS. HOPFENBECK: Yeah. My suggestion is to
13 add it to Section 8.4.1.7.3, which talks about the
14 receipt of the 50 percent payment. I don't know, it
15 could go either into two or three.

16 MS. YOUNG: We had discussed, I think last
17 time, putting that language in 8.4.1.6.

18 MR. CATTANACH: There is -- sorry, there is
19 such language someplace in here already.

20 MS. HOPFENBECK: That's --

21 MS. YOUNG: On the ability to dispute,
22 right. Yeah, I mean, we had talked about slotting it
23 in there. It's like an option C, A, B and C under
24 that, but I'm just throwing that out.

25 MS. HOPFENBECK: I think the thing is that

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1 it needs to go both places, because 8.4.1.6 is the
2 actual payment that starts the interval process.

3 MS. STRAIN: That was a takeback on
4 8.4.1.6.

5 MS. YOUNG: I thought we had talked about
6 it.

7 MS. HOPFENBECK: I don't have this off the
8 top of my head. It's not written quite the same way
9 as the rule is, so --

10 MR. CATTANACH: Could I make a suggestion,
11 Your Honor?

12 MS. HOPFENBECK: Let's just add it as a
13 sentence to the bottom of 8.4.1.7.2.

14 JUDGE RENDAHL: Dot two. And can you
15 repeat that sentence?

16 MS. HOPFENBECK: It will say --

17 MR. HEATH: Which dot two? There's two
18 twos.

19 JUDGE RENDAHL: 8.4.1.7.2.

20 MR. KOPTA: There are two provisions with
21 those numbers on here, unfortunately.

22 JUDGE RENDAHL: You are correct.

23 MS. HOPFENBECK: Oh, there are.

24 JUDGE RENDAHL: The second, I believe. Is
25 that your second dot two?

02190

1 MS. HOPFENBECK: Yeah, the second.

2 JUDGE RENDAHL: Okay. So the numbering,
3 I'm assuming, will change, okay. So the second dot
4 two, labeled Acceptance, and it will go at the end.
5 And what is that sentence?

6 MS. HOPFENBECK: The CLEC's payment of
7 one-half -- maybe it should say 50 percent. Is that
8 what they always say?

9 JUDGE RENDAHL: The CLEC's payment of 50
10 percent --

11 MS. HOPFENBECK: -- of the quotation does
12 not preclude the CLEC from later disputing the
13 accuracy or reasonableness of the quotation.

14 JUDGE RENDAHL: Okay. And that's
15 acceptable to Qwest?

16 MR. CATTANACH: Yes. And the only point
17 I'd make is I would be willing to bet someplace that
18 language is in here, and we may tweak to make sure
19 it's consistent, but yes.

20 JUDGE RENDAHL: Okay. So for purposes of
21 the language that's in here, with that addition,
22 there is still objection by AT&T, WorldCom, others,
23 that there should be, as Mr. Wilson proposed, an
24 option more like a first right of refusal that
25 doesn't require payment of 50 percent down. Is that

02191

1 a correct recap of that issue? So in a sense, we are
2 at impasse on this section.

3 MR. WILSON: Yes.

4 JUDGE RENDAHL: Okay.

5 MR. KOPTA: May I ask one question?

6 JUDGE RENDAHL: Please go ahead.

7 MR. KOPTA: Based on -- assuming that
8 Qwest's proposal is what's accepted, in what is now
9 Section 8.4.1.7.4, there's a schedule of refunds for
10 cancellation during the reservation period. Is this
11 consistent with the refunds that Qwest makes if
12 there's a cancellation during the regular 90-day, or
13 however long the provisioning period is, once you
14 submit the application? In other words, does this
15 mirror what Qwest does if the CLEC actually orders
16 collocation and somewhere in the process cancels the
17 order?

18 MR. CAMPBELL: Today, when there's a
19 cancellation, we are charging back to the co-provider
20 actual costs incurred, based upon what was quoted at
21 that point in the construction, so there are real
22 costs that are being recovered.

23 MR. KOPTA: And that's what I would expect.
24 And it seems that the way that this is set up, it
25 would make more sense to do it that same way here in

02192

1 this section than to have what could amount to a
2 pretty severe penalty of paying the whole 50 percent
3 down and you cancel after 90 days, even though Qwest
4 has incurred little expense.

5 MR. CATTANACH: If I could ask a question
6 on that, Greg. Going back to the gaming of the
7 system that's been -- some concern has been
8 expressed, it seems to me that without some real
9 commitment, that you're opening up the door to that.
10 And there's clearly a balancing that has to go on
11 here. And is this perfect? I'm not saying that we
12 know it's perfect. We think it's a reasonable
13 balance.

14 And the concern I think we would have about
15 that proposal is if all you can do is do a
16 reservation and then cancel in 90 days with no
17 charge, then the system can get gamed, especially in
18 those circumstances where you're getting wire centers
19 that are kind of full. So that would be the concern
20 that we have, but I hear what you're saying.

21 MS. HOPFENBECK: There's an equally
22 legitimate concern on the part of the CLECs, which is
23 there's no way of really having the CLECs be on
24 parity with Qwest with respect to this kind of a
25 provision, and the lack of parity is really quite

02193

1 egregious.

2 I mean, Qwest has just the same amount of
3 incentive as any of the CLECs to reserve space for
4 itself that it may or may not need. I mean, we all
5 should be operating under the same incentives here.
6 And I mean, this -- the nonrecurring charges are
7 clearly based -- or the quotation is based on what
8 Qwest will actually incur in terms of a cost to build
9 out collocation space that's being reserved. So it's
10 tied to a real expected cost.

11 The penalty in the case of space
12 reservation, as Greg was saying, there's absolutely
13 no cost incurred by Qwest, because you don't start
14 the buildout with space reservation. You don't start
15 it until a collocation application is made.

16 MR. CATTANACH: Well, that's not correct.
17 I think Bill's already testified that that's not
18 correct. We do do things before that. And the other
19 thing is there's an opportunity cost to us, as well,
20 if we don't get to reserve for free. I think we have
21 to go back to Mr. Wilson noted where this really
22 matters, we have a wire center central office where
23 you're running short of space. If we reserve space
24 for ourselves and deny a CLEC, that's a reservation
25 that we lose income from that CLEC. So we have

02194

1 something at risk there. And I think we have to have
2 some overlay of reality on the hypotheticals.

3 But your premise is not correct that we
4 don't -- that under the reservation, we don't do
5 anything, because Mr. Campbell testified that we do
6 and we will.

7 MS. BUMGARNER: I think the other thing
8 that comes into play are a couple of things in terms
9 of Qwest. When we do, Greg, address up front the
10 cancellation and the fact that the CLEC would be
11 responsible for payment of the costs incurred by
12 Qwest up to that point, that's an earlier section,
13 but it's also followed by the section that Qwest may
14 retain a limited amount of space for its specific
15 future uses.

16 And in this, it indicates that Qwest shall
17 relinquish any space held for future use before
18 denying a request for virtual collocation on the
19 grounds of space limitations unless Qwest proves to
20 the Commission that virtual collocation at that point
21 is not technically feasible.

22 I think there's an equal opportunity there
23 that when you do tours or we say that we're denying
24 space, CLECs have the opportunity to tour the offices
25 and ask about the space that's in there, and if there

02195

1 are huge amounts of space set aside for Qwest, the
2 CLECs can always take that to the commissions and
3 make us prove that we have specific uses for that
4 space.

5 So saying that we can just tie up space and
6 deny collocation requests is not really a true, you
7 know, picture of what can go on, or when we deny that
8 we're going to have to file a whole bunch of
9 documentation about what we're using that space for.

10 JUDGE RENDAHL: I'd like to try to wrap
11 this up. I know, Ms. Young, you had a comment, Mr.
12 Zulevic and Ms. Hopfenbeck. I think it's fairly
13 clear to me that we are at impasse, and I'm not sure
14 how much more benefit we will gain, aside from
15 briefing on this issue, but I'll let one more round
16 of comments and then I'd like to conclude it. Ms.
17 Young.

18 MS. YOUNG: I don't have a comment. I just
19 have a quick question. Does Qwest lease -- this
20 would be more of a floor space arrangement -- to any
21 other entity, such as IXCs or wireless providers, in
22 their central offices? And if so, do you allow them
23 to reserve that floor space?

24 MS. BUMGARNER: Well, we have collocation
25 that was part of, like, expanded interconnection

02196

1 orders out of the FCC, so yeah, I mean, IXCs have
2 been able to do collocation in our offices.

3 MS. YOUNG: Are they required, then, to --
4 I mean, can they reserve space and are they required
5 to pay some sort of deposit to do so?

6 MS. BUMGARNER: To be really honest, I
7 think we really have not done reservations -- there's
8 been no requirements around reservations for IXCs
9 that was not -- that was not anything that was part
10 of those expanded interconnection orders by the FCC
11 that involved IXC or interstate access-type
12 requirements.

13 So I don't know that we've really done that
14 in the past or where we're planning to go with that
15 in the future. I mean, this is really only what
16 we've offered to the CLECs, and we'd have to ask
17 questions about whether they planned on doing
18 anything for the IXC product.

19 MS. YOUNG: I was just trying to get at --
20 we're having difficulty looking at a parity situation
21 with Qwest, because it's not quite the same, but is
22 there another entity out there you would be providing
23 this service to that we could look at?

24 MS. FRIESEN: What do you do for
25 Enterprise?

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1 MS. BUMGARNER: Actually, I don't think we
2 have reserved any space for the affiliates.

3 JUDGE RENDAHL: For the --

4 MS. BUMGARNER: Of any affiliates.
5 Enterprise is an affiliate.

6 JUDGE RENDAHL: Mr. Zulevic, is there
7 anything further?

8 MR. ZULEVIC: Yes, I have one brief comment
9 and one shorter question. I do agree with the
10 concept of having to put some skin in the game with
11 respect to reservations. We are looking at a space
12 reservation, I think, because of the proposal, rather
13 than a collocation reservation. And based upon
14 Bill's earlier comments that not a lot of real
15 activity takes place, some limited planning and so
16 forth, that maybe it would be more appropriate to
17 look at something of a fixed nature so far as the
18 actual amount that a collocator has to use as far as
19 making the reservation that would be based on maybe a
20 square footage type figure that would be very
21 equitable and would allow -- would prevent the
22 gamesmanship that could take place should a CLEC
23 decide not to be totally forthright in stating their
24 intentions for that space.

25 The other brief question I have is would

02198

1 this reservation be transferrable? In the case that
2 my business plan six months down the road says I no
3 longer need it, can I transfer it to Rhythms or
4 someone else to go ahead and avail themselves of that
5 space and then not losing my 50 percent of the
6 nonrecurring?

7 MR. CAMPBELL: What a great question.
8 Thanks, Mike. You are about three steps of where
9 we're -- ahead of where we're at with the thoughts
10 around change of ownership, and we are looking at
11 developing some policies that would allow some
12 transfer of existing space to other co-carriers. And
13 quite honestly, that's not an issue that we've even
14 considered at this point in time. I'm not even sure
15 how to respond to that.

16 JUDGE RENDAHL: I guess the question is is
17 Qwest amenable to looking at that issue or --

18 MR. CAMPBELL: I think it's a takeback we
19 can look at.

20 MS. BUMGARNER: Well, I think it's more
21 into the details of process around reservation, is
22 really what you're getting at, some of the nitty
23 gritty of exactly how you're willing to do the
24 process, rather than -- you're really looking at sort
25 of the nits and gnats of all of the process around

02199

1 this, not necessarily the actual SGAT language around
2 how much we're going to charge and this and that sort
3 of thing, if I understand.

4 I do have a question, though, Mike. When
5 you say a charge -- setting some square footage
6 figure for this, that would assume that we're going
7 to establish something that's not a market-based
8 square footage price. If you say you agree that
9 somebody's going to have some skin in the game, that
10 maybe that's not enough to deter the CLECs from
11 taking 2,000 square feet knowing full well that, when
12 it gets right down to it, they only need maybe 100
13 square feet, but that's going to prevent a whole lot
14 of the competitors from being able to come into that
15 office until they're ready to roll out some service.
16 I mean, if that's the game kind of thing we're trying
17 to prevent.

18 MR. ZULEVIC: I think the gamesmanship kind
19 of thing that I was talking about, and I think Doug
20 mentioned it, as well, if I were going to go in and
21 reserve space and I wanted, let's say, a 10-by-10
22 space, then I'm going to say I'm going to put in a
23 single DSLAM with a five-amp power feed with one DS1
24 and one DS3 and 100 DSOs, because then you take a
25 look at all of those costs associated with that and

02200

1 it's going to be much lower on a nonrecurring basis
2 than if I went in with what I had maybe as a typical
3 build, which would be a much larger, 40-amp or 60-amp
4 feed, so forth and so on. So that's the kind of
5 thing.

6 MS. BUMGARNER: So are you saying something
7 -- I was trying to follow your idea, which was
8 something that would be an average of all collocation
9 spaces broken down on some kind of a square footage
10 or something.

11 MR. ZULEVIC: I think you know what the
12 market value of your square footage is. That's what
13 you base your collocation cost studies on. And if
14 you take that one step further and maybe build an
15 average of that and then use that as a figure, it
16 would come up with something that was equitable,
17 something you could apply regardless of where you're
18 at, and every collocater would be treated the same.

19 JUDGE RENDAHL: So that the space
20 reservation fee is the same regardless of who is
21 collocating, and your proposal intends to avoid the
22 gamesmanship of underestimating what you intend to
23 place in the space, which would therefore prevent
24 Qwest from being able to adequately prepare. Is that
25 --

02201

1 MR. ZULEVIC: Well --

2 JUDGE RENDAHL: And your proposal isn't
3 intended to avoid the gamesmanship?

4 MR. ZULEVIC: It's intended to avoid the
5 gamesmanship and basically level the playing field
6 for everyone, regardless of what type of equipment
7 they are going to collocate. I think that Qwest, for
8 the most part, knows what types of equipment is
9 collocated by most collocators, and then also they
10 have the actual buildout interval that would take
11 into consideration the time required to do the
12 physical work over and above the time required as
13 part of the reservation period. So I don't know if
14 we can detract from their ability to build out.

15 JUDGE RENDAHL: Okay. I wasn't implying
16 that it would. Mr. Cattanach, I think you had
17 earlier stated that you felt that you were at impasse
18 on this issue, and I'm wondering whether, at this
19 point, Qwest is willing to take this back, or are we
20 at impasse on this issue?

21 MR. CATTANACH: I think we're at impasse,
22 Your Honor, not so much because we don't think that
23 there may be some interest in exploring some options,
24 but if I could just take one minute here, recognizing
25 we've taken a lot of minutes, but this is the end of

02202

1 the line, I think, for this workshop, and so
2 takebacks -- I mean, I don't know when we bring them
3 back. I think our briefs are due, if I recall, on
4 the 22nd of January, so that's why -- and I apologize
5 if we seem short this morning, but I think what we're
6 frankly trying to do is get this thing done, so at
7 least we have a record upon which to put briefs on.
8 And we actually talked for a minute or two the other
9 day about, well, what happens if we don't finish.
10 There is no space in the schedule to come back to
11 this.

12 JUDGE RENDAHL: Correct.

13 MR. CATTANACH: So that's one of the rubs.
14 Having said that, the other thing I would note,
15 because it's just a reality, is after this workshop,
16 we have workshops in the seven-state on these issues,
17 we have Oregon, I think we still have some in
18 Colorado, so it's not inconceivable, I think it's
19 probably likely, that on some of these issues, even
20 if we are at impasse -- and let's just say,
21 hypothetically, that Mike's idea is a good one and we
22 work it up a little bit. Hypothetically, of course.

23 JUDGE RENDAHL: Hypothetically speaking, of
24 course.

25 MR. CATTANACH: We work it up and say, You

02203

1 know what, that's a great idea, and let's do it this
2 way. We may do some backfilling here after we make
3 progress elsewhere. I mean, I think we've
4 anticipated that that's a possibility, because it
5 would be silly not to do it.

6 But for purposes of this record, I think
7 our feeling is taking back doesn't -- we need to get
8 the closure. Now, maybe I'm missing something and
9 maybe you had other thoughts.

10 JUDGE RENDAHL: It seems that Ms. Bumgarner
11 was actively listening to Mr. Zulevic and may be
12 exploring some interest, so I didn't want to miss
13 that opportunity. I agree with you completely that
14 we need to reach closure in this workshop in order to
15 move on. And so, as we have done in the first
16 workshop, there were issues that the parties did not
17 -- were at impasse on and yet did continue to
18 resolve, and so I think maybe we just model that
19 process. And at this point we are at impasse, but
20 if, between now and briefing, you reach an agreement,
21 you let us know. And if, between briefing and the
22 initial order, you let us know, and further on the
23 process.

24 I mean, I think we just, in a sense, create
25 a placeholder and move on from there if you reach

02204

1 progress in other places. Mr. Wilson.

2 MR. WILSON: And we will do that. If we
3 didn't reach any additional agreements after this
4 point, I think what AT&T will do in its brief would
5 be to propose a two-step process. I think what Qwest
6 has laid out here is the second step that would be
7 appropriate for an office that is full and where
8 space had been reserved that the CLEC needs to pass
9 the money down for its full buildout, but in an
10 office that has plenty of space, we think something
11 much less onerous is appropriate. And I think what
12 we will propose will address issues of parity a
13 little more reasonably.

14 JUDGE RENDAHL: Okay. Well, on that note,
15 let's indicate that we are at impasse on this issue.
16 Ms. Hopfenbeck, is it very quick?

17 MS. HOPFENBECK: Well, what it is is I
18 feel, since we're at impasse, I need to ask a series
19 of about five questions of Mr. Thompson (sic), just
20 to lay my record so I can argue this.

21 JUDGE RENDAHL: Please go ahead.

22 MS. HOPFENBECK: Thanks. And I apologize
23 if this is repetitive, but at least I'll lay it out.
24 Mr. Thompson, I just wanted to ask you a few
25 questions.

02205

1 JUDGE RENDAHL: Mr. Campbell?

2 MS. HOPFENBECK: Sorry, Mr. Campbell. Mr.
3 Thompson testifies about the costs of collocation.
4 Mr. Campbell, when Qwest reserves space, the price
5 quote upon which the reservation charge (inaudible).

6 JUDGE RENDAHL: You need to speak up and
7 slow down. Thank you.

8 MS. HOPFENBECK: When Qwest receives a
9 reservation request, the quote upon which Qwest
10 calculates the cost of the reservation will include
11 the entire buildout of the requested reservation; is
12 that right?

13 MR. CAMPBELL: The language that we
14 proposed is based upon the reservation application,
15 which will define what the intent is of the space.
16 So we will take the reservation application based
17 upon what has been given to us, provide a reservation
18 quote.

19 MS. HOPFENBECK: If the requested
20 reservation is for caged collocation, for example,
21 Qwest will then not go ahead and build the cage, will
22 it, just based upon on the reservation application;
23 is that right?

24 MR. CAMPBELL: Qwest will reserve the
25 space, but will not build until we receive the

02206

1 collocation application.

2 MS. HOPFENBECK: It will not install any of
3 the equipment that it has taken into consideration in
4 preparing the collocation reservation quote, either,
5 will it?

6 MR. CAMPBELL: That I can't answer, because
7 there will be some common infrastructure that is
8 physically placed in advance of the job vis-a-vis
9 power considerations. If we have a power job, those
10 power needs would be taken into account. There could
11 be some structure issues. If, in fact, there are
12 entrance facility potentials, we could be doing some
13 of that work. The specific equipment for the
14 specific co-carrier will not be built in advance.

15 MS. HOPFENBECK: And the common
16 infrastructure that you're referencing is generally
17 the type of equipment that -- the cost of which that
18 would be shared by all collocators that benefit from
19 that and Qwest; isn't that right?

20 MR. CAMPBELL: Correct.

21 MS. HOPFENBECK: Now, Qwest will not be
22 putting in the power wiring specific to the
23 collocation that's reserved; is that right?

24 MR. CAMPBELL: Correct.

25 MS. HOPFENBECK: They won't be installing

02207

1 any tie cables for that particular collocator, will
2 they?

3 MR. CAMPBELL: Only -- there could be some
4 tie cables from our COSMIC frame to the ICDF, but not
5 for the CLEC associated cable, which would be the
6 other portion of the ICDF in the collocation area.
7 So there could possibly be some, but not the specific
8 cable connecting collocation area.

9 MS. HOPFENBECK: And if there were any tie
10 cables installed between the COSMIC and the ICDF and,
11 for example, the space reservation went away, that
12 particular tie cable between the COSMIC and the ICDF
13 would be transferrable to another CLEC and/or Qwest;
14 isn't that right?

15 MR. CAMPBELL: Would be stranded until
16 there was some other use.

17 MS. HOPFENBECK: But there's nothing that
18 would preclude Qwest from using it for itself or
19 another CLEC from using that particular tie cable; is
20 that right?

21 MR. CAMPBELL: Maybe, maybe not. If, in
22 fact, that tie cable is strictly for other
23 co-carriers, Qwest may or may not be able to reuse
24 it. Co-carriers may or may not be able to reuse it,
25 based upon their needs.

02208

1 MS. HOPFENBECK: That's all I have. Thank
2 you.

3 JUDGE RENDAHL: Okay. I have one item on
4 8.4.1.7.4. On the second line, I'm assuming that
5 that 12-month language would change to applicable
6 reservation period, is that correct, similar to the
7 change that was made above?

8 MS. BUMGARNER: Yes, yes.

9 JUDGE RENDAHL: Okay. With that, I think
10 we need to move on. I would like to take a
11 two-minute break. We'll be off the record.

12 (Recess taken.)

13 JUDGE RENDAHL: Let's be back on the
14 record. I think we agreed we were at impasse at this
15 point on Section 8.4.1.7.1. through 8.4.1.7.4(d), and
16 if the parties reach agreement, they will let the
17 Commission know throughout the process. The next
18 section is 8.4.1.8. Ms. Bumgarner.

19 MS. BUMGARNER: Yes. This section, the
20 8.4.1.8, this is an open issue. It talks about the
21 intervals for the different types of collocation,
22 that if we receive more applications in a week's
23 period of time, that we be able to balance our
24 workload and spread some of that work out if we get
25 several orders that all come in at the same period of

02209

1 time.

2 So what we had done was lay out that if we
3 receive six or more collocation orders by a CLEC in a
4 one-week period in a state, that the intervals would
5 be individually negotiated, and this, as I said, is
6 solely for Qwest to try to balance that workload.
7 And actually, the proposal to do this, I think some
8 of the original SGAT language had proposed intervals
9 that applied across our region. The change to change
10 it to applications by state was made by WorldCom, I
11 believe in Colorado, and we had agreed to make that
12 change to this. It still remained a disputed item or
13 an open item.

14 I would refer to the paragraph 24 of the
15 order on reconsideration for advanced services. It's
16 the CC 98-147. In that paragraph, the FCC does
17 recognize that order volumes may need to be looked
18 at, and that states can look at the reasonableness of
19 how many orders we receive. So this is our proposal
20 of trying to balance that workload for our centers
21 and our field people, and not only our people, but
22 also looking at how we balance workloads involving
23 the vendors that we deal with and their installers
24 across our states, as well. With that, I'm open for
25 discussion.

02210

1 JUDGE RENDAHL: Any brief comments by the
2 parties? Mr. Menezes. You were wiggling your
3 fingers. I wasn't sure if that was --

4 MR. MENEZES: Let's let Mr. Wilson go
5 ahead. I apologize.

6 JUDGE RENDAHL: Okay. This is like an
7 auction. You move, I call on you. Mr. Wilson.

8 MR. WILSON: Well, we don't -- we think
9 that Qwest should have sufficient staff to
10 accommodate the process of the orders and the
11 implementation of orders. It may be that there is
12 some peaking in order submission by some CLECs, but
13 by now, we feel that there are enough CLECs out
14 there, at Qwest's own testimony, they're processing
15 lots of orders, and that they should have sufficient
16 staff to manage the load without this type of
17 exclusion.

18 And we believe this is simply an attempt to
19 get an exclusion to meeting the intervals or --
20 there's lots of those places here for the exclusions,
21 and we don't believe this is one of them. Six is a
22 pretty small number. I mean, we could sit and say,
23 you know, is 12 enough, is 20 too many, but I mean,
24 we feel that it should simply be deleted.

25 JUDGE RENDAHL: So AT&T, and presumably

02211

1 others, believe that you are at impasse with Qwest on
2 this proposal?

3 MS. FRIESEN: Yep.

4 JUDGE RENDAHL: Any other comments? Ms.
5 Bumgarner.

6 MS. BUMGARNER: Well, I'd like to make
7 clear that it's collocation applications per CLEC, so
8 we're talking, you know, five per CLEC. I also think
9 that, as far as us being able to anticipate our load
10 or the volumes and forecasting, I think we have found
11 that it's very difficult to predict how many
12 collocation applications would you receive, and I
13 meant to try to get an exhibit put together on some
14 of this information, but ran out of time, so I will
15 try to produce something to turn it in.

16 But the collocation applications that we
17 received, if you talk about this past year, January
18 through November, the result that we have, you have
19 months that are down in the hundreds. The next month
20 are -- let's say you've got like 792, we have 209. I
21 mean, I can read you the numbers down across from
22 January to November.

23 They go from 209 in January, 385, 645, 792,
24 and in May we drop down to 335, 154, 178, 287, 251,
25 370, and 115. So the numbers do bounce around.

02212

1 The other that I think is kind of
2 interesting is when I looked at -- that's looking at
3 monthly totals, what I read to you. I looked at what
4 we see kind of week by week, and when I looked at the
5 October applications received, this is just looking
6 at the first two weeks of October. On Monday, the
7 2nd, we got four applications; and on Tuesday, we got
8 four; on Wednesday, we got 22; on Thursday, we got
9 54; on Friday, we got four.

10 The next week, on Monday, we got one;
11 Tuesday, we got four; Wednesday, we got 84; Thursday,
12 we got 27; and Friday, we got 23. So you know,
13 volumes are very hard to predict, I don't think that
14 they're consistent, and I think all we're asking for
15 is some way to be able to balance this workload when
16 we do get a sizable volume of orders in from CLECs.

17 If -- you know, we've said this before on
18 the record when we had talked about this issue, that
19 if we don't get one CLEC that has more than these
20 volumes and yet we get no other request from anyone
21 else, we're going to look at those and we will go
22 ahead and process them. It's not like we're just
23 going to do it even if it's just one CLEC. It's just
24 asking for a way for us to balance our workload.

25 So I think you're probably right. We're

02213

1 probably at impasse on this issue. Like I said, I
2 think the FCC's order indicated that we could take
3 order volumes into consideration, so --

4 JUDGE RENDAHL: Thank you. Ms. Friesen.

5 MS. FRIESEN: I've heard this kind of data
6 before. I think it was in the Colorado workshop.
7 And with respect to what Ms. Bumgarner has just gone
8 through, there was significant question as to whether
9 or not those applications were actually taken to
10 installation and provisioning. So the number of
11 applications they receive in and of itself I don't
12 think tells us much of anything.

13 The second issue I think we need to
14 concentrate on is that that is what is currently,
15 they claim, the number of applications they receive.
16 They're now asking for forecasting, forecasting,
17 which basically constitutes pre-application.

18 So I'm thinking that AT&T -- it's AT&T's
19 position that, to the extent CLECs are having a
20 forecast as a pre-condition to them meeting
21 installation intervals, that this 8.4.1.8 is nothing
22 more than an arbitrary limitation on the number of
23 requests you can make, which sort of flies in the
24 face of the forecasting idea in the first instance.

25 So having said that, I guess I would ask

02214

1 you, Your Honor, if perhaps we can get a bench
2 request for all of the data that she's just read into
3 the record and how much of that's actually gone to
4 complete application or complete installation, as
5 opposed to merely an application and then they get a
6 quote back and nothing happens after that. The CLEC
7 doesn't actually collocate.

8 JUDGE RENDAHL: I think that's more
9 appropriately a records request, unless it comes from
10 the Bench, unless, Ms. Strain, you'd like to have
11 that information as a Bench request?

12 MS. STRAIN: I could take it either way. I
13 would like to see it, though.

14 JUDGE RENDAHL: Well, then, we'll make it a
15 Bench request. It will be Number 29.

16 MS. BUMGARNER: I apologize. I meant to
17 get it.

18 JUDGE RENDAHL: And so why don't either Ms.
19 Friesen or Ms. Strain sort of recap the information
20 for the record that we're requesting as Bench Request
21 Number 29.

22 MS. FRIESEN: We would like to see not only
23 the material that was read into the record, the
24 backup data for that, and how many of those
25 applications that were just identified actually were

02215

1 filled and space actually provisioned and how many
2 were just applications where you gave them a
3 quotation, decided that they didn't want the space,
4 it was too expensive, and they went away.

5 JUDGE RENDAHL: Ms. Strain, do you have
6 anything further, any other information you'd like to
7 have as part of that request?

8 MS. STRAIN: No, I presume that we'll
9 clarify whether it's 14-state data or Washington
10 data?

11 MS. BUMGARNER: That was 14-state. I can
12 break it if you want just Washington. The people
13 that do the work are really across 14 states, other
14 than installation crews, but we're talking about
15 processing all of those orders.

16 JUDGE RENDAHL: You had a couple of
17 questions you wanted to ask?

18 MS. STRAIN: I just had one other question,
19 and that is, following up on Ms. Friesen's point
20 about forecasts, are the CLECs currently doing
21 forecast -- submitting the forecasts that we
22 discussed at the previous workshop days, which sort
23 of have quite of a bit of information that's also in
24 the application, are they submitting those now?

25 MS. BUMGARNER: No. We have some CLECs

02216

1 that it has been negotiated as part of their
2 contracts on forecasts for particular intervals, and
3 so we do get forecasts from those CLECs, but you're
4 talking about a very small number. So no, the
5 majority we have not gotten forecasts from, and
6 getting that process going, getting forecasts
7 associated with these intervals. So we don't really
8 have a whole lot of forecast information right now to
9 base this on.

10 MS. STRAIN: Do you think getting that
11 forecast information in the time intervals that have
12 been discussed previously would help you anticipate
13 the volumes of applications that you'd be receiving
14 and having to process?

15 MS. BUMGARNER: It would help you
16 anticipate -- it would help you anticipate some of
17 the volume about how many they expect to turn in in a
18 particular, you know, time frame, assuming it's ones
19 that turn in forecasts. Then you have some amount
20 that aren't going to be forecasting their
21 collocation, or miss some premises that they later
22 decide that they want to file, you know, for
23 collocation.

24 I think the thing that we run into is kind
25 of some peak that they all hit in the same week. And

02217

1 so we're trying to have some way that, if that
2 happened, to be able to kind of smooth that load out,
3 rather than having all 700 or something end up in the
4 first week of a particular month, you'd be able to
5 spread that some. And I don't know that the forecast
6 information would necessarily help you with that.

7 JUDGE RENDAHL: Mr. Wilson, you had a
8 comment, and then Ms. Hopfenbeck.

9 MR. WILSON: I would like to point out that
10 the intervals already have the ability to spread out
11 the workload built into them, to a large extent.
12 After an application is put in, there's a 10-day
13 period for feasibility study.

14 Now, the feasibility study, in point of
15 fact, is someone sitting and looking at information
16 on terminals or calling up a central office to talk
17 to someone. It's not the case that it requires
18 someone 10 days of physical work to do; it's someone
19 doing a few minutes of work within 10 days.

20 Then you get to the quote period, where I
21 believe it's 25 days, or something like that. The
22 quote is a little more involved, but it's still
23 someone looking at what's required, putting together
24 a plan, et cetera. Doesn't take 25 days to do; it
25 probably takes a day sometime in that 25 days.

02218

1 And then we get to actually building it,
2 which is more intensive, but I would like to point
3 out that the building of a collocation is distributed
4 over wire centers in the whole state, and it's not
5 true that it's one or a couple of people that go from
6 wire center to wire center all over the state; it's
7 field personnel that are in different areas of the
8 state that do the work.

9 So this whole interval has built into it
10 time to distribute this load. I don't believe that
11 we need additional -- effectively, a longer interval,
12 because that's what you're really asking for, is a
13 longer interval, in order to further distribute this
14 load.

15 JUDGE RENDAHL: Ms. Hopfenbeck.

16 MS. HOPFENBECK: I'm having a hard time
17 understanding how this provision really does a very
18 good job of addressing the issue that you've
19 identified. Margaret, I understood you to state that
20 the people who are actually doing the collocation
21 operate on a 14-state basis, as opposed to a single
22 state basis.

23 MS. BUMGARNER: Some of them. I'm talking
24 about some of the center work. When you talk about
25 installation work, both our installation, as well as

02219

1 vendor installation, those folks don't operate across
2 the 14 states. Some vendors that do work for us may
3 cover multiple states, but then they have, you know,
4 crews dedicated to a particular state. The same in
5 terms of our work forces, too, or sharing the work
6 force, depending on what happens, sharing load across
7 states.

8 But our centers actually deal with 14-state
9 collocation stuff that comes in, and we review. And
10 I think the characterization that it's a couple of
11 minutes of work doing these feasibilities and to
12 build the quote I think is a gross misstatement of
13 the work that's performed by these people in
14 reviewing these applications. Taking a look at those
15 to see what's available in our offices, doing a
16 cursory look at that, whether or not the applications
17 look to be reasonable and what the people filled out
18 on the form. So I think, you know, that's probably
19 an overblown statement.

20 And this is our proposal to try to spread
21 that workload. We think we have support in the FCC's
22 order on reconsideration about asking for some way to
23 do this, so we're probably at impasse on this issue,
24 and I think we've beat it to death.

25 MS. HOPFENBECK: Can I just ask a few more

02220

1 questions?

2 JUDGE RENDAHL: Very briefly, and then
3 we'll be taking our lunch break.

4 MS. HOPFENBECK: What are the steps
5 involved in performing a feasibility study, Ms.
6 Bumgarner?

7 MS. BUMGARNER: Would that be more
8 appropriately addressed when we get into the ordering
9 procedures, and we'll talk about feasibility?

10 MS. HOPFENBECK: The reason why I raise it
11 here is that we're trying to get a sense of the
12 workload that's required in meeting all these
13 collocations. I think it's important for an
14 understanding of the need for flexibility in the
15 provisioning intervals that you're seeking here.
16 That's why I ask. So what are those steps?

17 JUDGE RENDAHL: You know what, why don't we
18 --

19 MS. BUMGARNER: Can we --

20 JUDGE RENDAHL: Why don't we break for
21 lunch and we will come back and address this issue
22 after the lunch break. And you can repeat your
23 question, Ms. Hopfenbeck, and we will go through it.

24 MS. HOPFENBECK: The other question that I
25 was going to follow-up on was just what basis -- on

02221

1 what basis did Qwest select the six or more
2 applications per CLEC per state.

3 JUDGE RENDAHL: Okay. Let's be off the
4 record, and we'll be back here on the record at 1:00.
5 Thank you.

6 (Lunch recess taken.)

7 JUDGE RENDAHL: Let's be back on the
8 record. We're starting with, I understand, Section
9 8.4.2, which is the ordering for virtual collocation;
10 is that correct? We're starting with ordering
11 virtual collocation, 8.4.2?

12 MS. BUMGARNER: Actually, I think we had
13 two questions that were asked on the 8.4.1.8 --

14 JUDGE RENDAHL: Oh, you're right. Thank
15 you.

16 MS. BUMGARNER: -- just before we left.
17 And you first asked about how we came up with a
18 number. This number was just based on, you know, our
19 best estimate, based on how many CLECs we've been
20 dealing with with the collocation applications and
21 the number per CLEC. So this is our best estimate of
22 what we believe we could handle on that basis.

23 The second part of the question asked about
24 what functions are actually performed on feasibility.
25 I think we'd like to have Ms. Weidenbach address

02222

1 that.

2 JUDGE RENDAHL: We need to swear her in.

3 MS. BUMGARNER: Yes.

4 Whereupon,

5 GEORGANNE WEIDENBACH,

6 having been first duly sworn, was called as a witness
7 herein and testified as follows.

8 MS. WEIDENBACH: First I'd like to start
9 out by saying for the record that I've been deeply
10 involved with collocation for many, many years,
11 including managing the Collocation Project Management
12 Center, what we call the CPMC, what used to be known
13 as the Infrastructure Availability Center, and I did
14 that for all 14 states.

15 The feasibility interval includes the
16 following procedures and actions. First, the CLEC
17 forwards the collocation application form to the
18 account team or they can send it directly to an
19 electronic mailbox in that project management center.

20 Secondly, the CPMC, or the Collocation
21 Project Management Center, assigns an order number,
22 logs it into a system so we can track the data,
23 reviews the order for accuracy and completeness to
24 make sure everything's filled in and everything looks
25 above board and how we can help the CLEC further

02223

1 their order. They then forward that application on
2 to all the appropriate engineers that would need to
3 look at this order, whether it be an outside plant
4 engineer, our collocation CSPEC, which is common
5 systems planning engineer, our central office
6 engineers, as well as our real estate people to make
7 sure that every nth of your order is taken care of by
8 all of the people that normally produce that work.

9 So there's tactical planners, design
10 engineers on both the outside plant section, as well
11 as central office engineers, technical planners and
12 design engineers there, the CSPEC, or the common
13 systems people, our power and space, and then, once
14 again, the real estate people, and they handle all of
15 the HVAC, air conditioning, heating, things like
16 that, infrastructure that would need to be handled in
17 a wire center, lighting, things like that.

18 Real estate works directly with CSPEC, so
19 there's lots of coordination that goes on between all
20 of these different types of engineers. Many times a
21 site visit is necessary, and what will happen
22 traditionally is say it's an outside plant engineer
23 that needs to know a little bit more about that wire
24 center. He would contact the construction foreman,
25 and maybe the construction foreman would go out or he

02224

1 would allocate one of his guys to go out and answer
2 the question, is this a dual entrance or a single
3 entrance, how are we doing on fiber capacity, are we
4 comfortable with the capacity or do we need to write
5 up another job to do what it will take to handle the
6 CLEC request.

7 Once each engineer provides the appropriate
8 information, the project management center creates
9 and provides that feasibility letter, both to the
10 CLEC, as well as a copy to the accountant, so they
11 know what's going on, and then the CPMC takes that
12 information as well and logs that into the system for
13 further tracking.

14 The feasibility is probably the simplest
15 part of the collo process. However, it is definitely
16 10 days, and sometimes we miss them. Not very often,
17 but sometimes we do, because we are trying to get all
18 of the appropriate information.

19 JUDGE RENDAHL: Okay. Does that conclude
20 your description of the feasibility?

21 MS. WEIDENBACH: Yes, it does.

22 JUDGE RENDAHL: Ms. Hopfenbeck, do you have
23 anything else?

24 MS. HOPFENBECK: Does Qwest have a process
25 or a document that describes the process flow that

02225

1 you just outlined?

2 MS. WEIDENBACH: Yes, we do.

3 MS. HOPFENBECK: Could we get a record
4 request for that?

5 JUDGE RENDAHL: That would be Record
6 Requisition Number Two. And you're requesting a
7 description of the feasibility process?

8 MS. HOPFENBECK: It's the process flow, the
9 document that describes the process flow.

10 JUDGE RENDAHL: Let's be off the record for
11 a moment.

12 (Discussion off the record.)

13 JUDGE RENDAHL: Okay. Let's be back on the
14 record. WorldCom has requested, through Record
15 Requisition Number Two, the document describing
16 Qwest's process flow for feasibility, and Qwest has
17 indicated that that is available and they will
18 provide it.

19 MS. HOPFENBECK: Then I just have a couple
20 follow-up questions. One is that the engineers that
21 you're referring to, are they all within network
22 operations?

23 MS. WEIDENBACH: Yes.

24 MS. HOPFENBECK: How many people are tasked
25 with assisting with performing this feasibility

02226

1 study?

2 MS. WEIDENBACH: Well, first of all, it's
3 going to depend if you have entrance facility
4 requests or not. If you don't, you're probably not
5 going to need any outside plant engineers. So each
6 order's going to be a little bit different depending
7 on what your needs are. But I don't know how many
8 people -- probably 10, if it was a full-blown collo
9 with entrance facilities needing outside plant
10 engineers.

11 MS. HOPFENBECK: And when you don't have
12 entrance facilities, you don't need those?

13 MS. WEIDENBACH: You could probably
14 eliminate two to three people if you don't have the
15 fiber entrance facility.

16 JUDGE RENDAHL: Mr. Wilson.

17 MR. WILSON: Just one minute of counter
18 point. I don't think my comments earlier were that
19 there weren't a number of tasks that had to be done
20 on a feasibility study; my comments were more what is
21 the time on task required for each of these steps.

22 And I mean, some of these steps that were
23 enumerated at some length are merely transmittal of
24 forms and logging of records requiring a few moments.
25 And let me just take one example, entrance facility.

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1 I mean, I've toured many Qwest sites and the entrance
2 facility -- it's either splicing to Qwest fiber
3 that's in place or pulling a CLEC fiber through
4 existing facilities. These are large existing
5 facilities with many fibers and many places of entry.

6 If they are actually having to send people
7 out for every collocation request, I suggest this is
8 a management problem that needs to be handled with a
9 database that simply says yes or no, there's still
10 entrance facility capacity available, and that
11 checking that is a few seconds.

12 I think this is getting overblown and out
13 of proportion to what the CLECs actually receive in
14 return. We're not getting 20-page reports on this
15 stuff; we're getting pretty much yes and no. So
16 that's enough said.

17 JUDGE RENDAHL: Okay. Let's move on to the
18 next section, which is Section 8.4.2. And Ms.
19 Bumgarner, why don't you take a few moments and tell
20 us what's going on.

21 MS. BUMGARNER: Well, actually, I have a
22 handout. This is three new sections, 8.4.1.9,
23 8.4.1.10, 8.4.1.11.

24 JUDGE RENDAHL: So I'm assuming that if
25 we're starting at 8.4.1.9, that we're not done yet

02228

1 with 8.4.1?

2 MS. BUMGARNER: Right.

3 JUDGE RENDAHL: The last exhibit we had
4 marked was Exhibit 459. This will be Exhibit 460.
5 It will be Revised SGAT Sections 8.4.1.9 through dot
6 11. Why don't you go ahead and tell us what these
7 do.

8 MS. BUMGARNER: These three sections were
9 added to the Washington SGAT. These reflect portions
10 of the Washington order on collocation, and so these
11 are the sections that we needed to add in to reflect
12 that.

13 JUDGE RENDAHL: This is the Washington
14 collocation rules order?

15 MS. BUMGARNER: Yes.

16 JUDGE RENDAHL: Any comments by any parties
17 on this?

18 MS. HOLIFIELD: I'm not sure the first
19 sentence in 8.4.1.10 is a complete sentence or makes
20 sense. "Qwest must provide periodic notice to CLEC
21 during construction of CLEC's collocation space,
22 including scheduled completion and delivery dates."
23 I'm not quite sure what it's saying, provide notice
24 of the scheduled completion and delivery date?

25 MS. BUMGARNER: I think that what was meant

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1 was that if anything happens during that construction
2 phase, we have to keep the CLEC advised about the
3 completion and delivery dates if there's going to be
4 any slippage. I believe that's what the rule was
5 trying to address.

6 JUDGE RENDAHL: Mr. Kopta.

7 MR. KOPTA: Yes, thank you. I'm looking at
8 the rule, and I think the confusion may be that the
9 word notice is singular in the proposed language,
10 while in the rule it's plural. So perhaps that
11 might, if we add "S" to notice, then that might clear
12 up any confusion.

13 MS. HOLIFIELD: Is it regarding the
14 scheduled completion and delivery date? (Inaudible.)

15 JUDGE RENDAHL: Ms. Holifield, you'll have
16 to speak up so the court reporter can hear you.
17 Unfortunately, the layout of the room is problematic.
18 My understanding is you don't understand what the
19 sentence is intended to mean?

20 MS. HOLIFIELD: Well, I think the sentence
21 is inartfully phrased, notwithstanding the fact that
22 it's in the order. And it seems to me you provide
23 periodic notices of scheduled completion and delivery
24 dates and any other thing that's important that
25 occurs during the construction of the collocation

02230

1 space, and the way it's written is very unclear.

2 JUDGE RENDAHL: Does everyone agree that
3 what Qwest must provide notices of are changes to
4 scheduled completion and delivery dates and other
5 important information? Is that --

6 MS. HOLIFIELD: Well, I think they provide
7 notices to the CLEC during the construction; right?

8 MS. BUMGARNER: Yes.

9 MS. HOLIFIELD: And I think they provide
10 periodic ones.

11 MS. BUMGARNER: Yes.

12 MS. HOLIFIELD: But I also -- I think those
13 are -- if I read that correctly, and I have very
14 quickly, it's just something they do, right, or do
15 they only do it when there's slippage? Do you think
16 that's when they only do it?

17 MS. BUMGARNER: I believe it's only if
18 there's going to be slippage.

19 JUDGE RENDAHL: Mr. Kopta, do you have any
20 input to this, having been involved in the
21 rule-making process?

22 MR. KOPTA: Having been involved in the
23 rule-making process, I think the intent was certainly
24 to ensure that the CLEC knew what was going on
25 throughout the process. And so if there was a

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1 change, if there was some -- if there was going to be
2 a change, I mean, one of the concerns was that the
3 CLEC didn't find out until the 90th day that
4 something was going to be a problem.

5 So if, for example, Qwest receives notice
6 from one of its suppliers that they can't get certain
7 material that they need, then that's something that
8 Qwest would tell the CLEC as soon as they know it, so
9 that the CLEC then knows that there may be a slippage
10 in some other date. So that was the intent, as I
11 understand it, from this part of the Commission rule.

12 JUDGE RENDAHL: If this change were made,
13 would this meet with the approval: "Qwest must
14 provide periodic notices to CLEC during construction
15 of CLEC's collocation space, comma, including but not
16 limited to, comma, notices of scheduled completion
17 and delivery dates." Does that accomplish the intent
18 as everyone understands it? Ms. Bumgarner.

19 MS. BUMGARNER: I guess I have a question.
20 But not limited to, that sort of leaves it a little
21 vague on what are we going to be telling, that, you
22 know, just telling you it's on time? How often do
23 you need to know it's on time? I thought that the
24 intent of the rule was to be sure and notify or make
25 sure that we notified as soon as we found out there

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1 was a problem with the job, that there was going to
2 be a slippage, but did not make it -- then it's -- is
3 it every five days that we ought to give you an
4 update to tell you everything's okay? I'm not sure
5 what the value of that is.

6 JUDGE RENDAHL: The only reason why I added
7 "but not limited to" in is that including is open,
8 sort of an open term, but also I heard mention of
9 other important information, and so I was just trying
10 to incorporate that, but if that's not the intent,
11 then there's no need to have that language in there.

12 MS. STRAIN: I would question the use of
13 the word periodic. If you're not giving notices at
14 scheduled intervals, why have the word periodic in
15 there, if you're only supposed to notify somebody if
16 there's a change in the schedule.

17 MS. HOPFENBECK: Just track's the rule's
18 language exactly.

19 MS. STRAIN: Does it, really?

20 JUDGE RENDAHL: All right. If it tracks
21 the rule's language exactly, then let's not fool with
22 it. So the rule language states, "Qwest must provide
23 periodic notices to Qwest during construction of
24 CLEC's collocation space, including scheduled
25 completion and delivery dates?"

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1 MS. HOPFENBECK: Yes.

2 JUDGE RENDAHL: Then let's leave it that
3 way, my suggestion.

4 MS. HOLIFIELD: I withdraw my objection.

5 JUDGE RENDAHL: Is everyone okay with
6 adding an "S" to notice and leaving it at that?
7 Okay. Are there any other comments on the language?
8 Mr. Menezes.

9 MR. MENEZES: Just a brief one. In
10 8.4.1.9, the first line uses the term ready for
11 service, RFS date, and then, in the last line, you
12 use delivery date. It seemed to me they should both
13 be the RFS date.

14 JUDGE RENDAHL: Is it, in fact, the same
15 day or is it a different day that we're talking
16 about?

17 MS. BUMGARNER: It's the same. I was just
18 trying to verify the wording in your rule.

19 MS. HOPFENBECK: The rule uses delivery
20 date.

21 MS. BUMGARNER: It is delivery date.

22 MS. FRIESEN: But the SGAT defines RFS,
23 which is the same thing as delivery date; right?

24 MS. BUMGARNER: Right. That's why I was --
25 I was just trying to look and see if there was

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1 anything here. I think in the Washington rule it
2 uses delivery date in both places, but you're right,
3 they're sort of one and the same, so we're probably
4 okay with changing that. Does anybody have a problem
5 with changing -- did you want to change RFS to
6 delivery date or --

7 MR. MENEZES: Well, I thought that using
8 the term RFS was appropriate, since we defined it in
9 the document, actually, based on the FCC's order that
10 talked about delivering fully functional space. So
11 it seemed to track better in this document.

12 MS. HOPFENBECK: That would be consistent
13 with the Washington rule, because the rule --

14 MS. BUMGARNER: Right.

15 MS. HOPFENBECK: -- really is contemplating
16 what has been defined as the RFS date.

17 JUDGE RENDAHL: So the substitution would
18 be to delete "delivery" and put in "RFS?"

19 MR. MENEZES: On the last line.

20 JUDGE RENDAHL: Okay. Are there any other
21 proposed changes to these three sections? Mr.
22 Wilson.

23 MR. WILSON: I have a concern on the last
24 paragraph. I realize the language is taken from the
25 order. The concern is, if Qwest waits until the

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1 fifth day prior to completion and the CLEC, because
2 of scheduling, is unable to go out and look at it on
3 that day, I hope that that does not mean that the
4 whole collocation is now held because of customer not
5 ready.

6 We have seen this happen on interconnection
7 trunks, and I would not like a provision that is
8 supposed to be for the benefit of the CLEC hold up
9 the delivery of the collocation space. So I guess
10 I'm asking Qwest if, for scheduling reasons, the CLEC
11 was unable to do the walk-through, is that going to
12 delay delivery of the collocation?

13 MS. BUMGARNER: I don't think that's
14 envisioned to really be a problem, as far as the
15 turnover of these, particularly since the inspection
16 shouldn't take all that long to do, to walk through
17 and look at any deviations. If this is at least five
18 days prior, it seems to me the CLEC ought to be able
19 to provide someone to do that inspection during that
20 five days, meaning --

21 JUDGE RENDAHL: I think the question went
22 to if Qwest waits to notify the CLEC of an inspection
23 until the last day of that period and the CLEC is
24 unable to cooperate on that last day, what happens.
25 That was my understanding of the question.

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1 MR. WILSON: Yes, indeed.

2 MS. BUMGARNER: But we have to schedule it
3 at least five days prior, and you're saying what if
4 the CLEC is unavailable until the very last day?

5 JUDGE RENDAHL: No, I think the question is
6 what if Qwest waits until that very last day to
7 schedule an inspection and the CLEC is not available
8 on that last day. Would the collocation be held as
9 unavailable per CLEC, you know --

10 MR. WILSON: Specifically, I'm concerned
11 that it would be used as a reason for not meeting the
12 90-day interval, that the PIDs don't apply because
13 this is now delayed because of customer not ready.

14 MS. HOPFENBECK: Actually --

15 JUDGE RENDAHL: Ms. Hopfenbeck?

16 MS. HOPFENBECK: I mean, I'll throw in my
17 interpretation of how I would think this -- I think
18 the onus is on Qwest to schedule that sufficient time
19 to be able to take care of it, because there's
20 nothing that would -- there's nothing about missing
21 this date that would exempt it from the penalty of
22 having to pay the 1/10th of the nonrecurring charges
23 for every week after the interval, and in Washington,
24 that interval is less than 90 days.

25 JUDGE RENDAHL: Ms. Hopfenbeck, please

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1 repeat the last part of your sentence, if you can
2 remember it.

3 MS. HOPFENBECK: Must not have been very
4 important.

5 MS. FRIESEN: Well, can I ask a question
6 that goes to where Ms. Hopfenbeck --

7 JUDGE RENDAHL: Let's go ahead, and let's
8 finish this up in the next few minutes.

9 MS. FRIESEN: I guess I'm going to direct
10 it to Greg, having been in the rule-making. Do rules
11 contemplate that if the customer is not ready to take
12 delivery, then Qwest then pays a penalty, even if it
13 has presumably met the interval, but the customer's
14 not ready to take it, so they continue to sit on the
15 space?

16 MR. KOPTA: That I don't think was within
17 the contemplation of the rule. And just to sort of
18 go back to what Annie was saying, the way this was
19 intended, as far as I understood it, was that it was
20 -- the onus was on Qwest. Qwest must conduct an
21 inspection with the CLEC. It's not must schedule or
22 must arrange; it's must conduct. And so if this
23 inspection doesn't happen within that five days, then
24 it's a violation of the rule and the SGAT. So
25 there's no extension of the time period, as far as

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1 I'm aware, in this rule, and so, therefore, it really
2 is something for the benefit of the CLEC to make sure
3 -- and frankly, for Qwest, to make sure that there's
4 at least five days to correct any problems so that
5 the delivery date can be met and the CLEC can get
6 their cage.

7 MR. WILSON: So we would not expect to see
8 any collocation orders marked customer not ready for
9 missing this provision?

10 MR. KOPTA: That would be my
11 interpretation, as an attorney.

12 JUDGE RENDAHL: Mr. Dittmore, did you have
13 a comment?

14 MR. DITTEMORE: I'd like to suggest
15 wording. After the "Qwest must conduct an inspection
16 with the CLEC," I suggest adding the phrase
17 "scheduled by mutual agreement of the collocation
18 space," so it puts an onus on Qwest to arrange the
19 scheduling before the five days to avoid the issue
20 Mr. Wilson brought up.

21 MR. WILSON: Sounds good to me.

22 JUDGE RENDAHL: How about adding it after
23 "of the collocation space." So "Qwest must conduct
24 an inspection with the CLEC of the collocation space
25 scheduled by mutual agreement at least five business

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1 days prior to completion."

2 MR. DITTEMORE: Yeah.

3 JUDGE RENDAHL: Does that work?

4 MR. WILSON: Yes.

5 MS. HOPFENBECK: It probably needs to say
6 "scheduled to occur." I mean, you don't want to
7 schedule it -- you want it scheduled to occur at
8 least five days, "scheduled by mutual agreement to
9 occur at least five days."

10 JUDGE RENDAHL: Okay. Is that agreed to?

11 Okay. Is there anything else on Exhibit 460, what's
12 been marked as Exhibit 460 that people want to
13 discuss? Mr. Hsiao.

14 MR. HSIAO: I had a question for
15 clarification about the language in 8.4.1.10, which
16 says that you will provide CLLI codes and any other
17 codes necessary. Do the other codes include CFA,
18 which is connecting facilities assignment
19 information?

20 MS. BUMGARNER: The information -- let me
21 see. Yes, and there's another part of the Washington
22 order that requires us to provide information so you
23 can order facilities and stuff to be turned up
24 coincident with the collocation space. So it may
25 have to be some preliminary information to get

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1 services established that we can finalize, you know,
2 at the completion because of the systems work
3 involved, but you will be given the information to
4 order services coincident with your collocation.

5 MR. HSIAO: So you're saying it does
6 include CFA and APOT?

7 MS. BUMGARNER: Yes.

8 JUDGE RENDAHL: What was that last, APOT?

9 MR. HSIAO: APOT, A-P-O-T.

10 JUDGE RENDAHL: Thank you.

11 MS. YOUNG: Margaret, is this language in
12 8.4.1.9 through 8.4.1.11 only going to be added --
13 let me spit this out --

14 MS. BUMGARNER: Yes.

15 MS. YOUNG: -- to the Washington --

16 JUDGE RENDAHL: To the Washington SGAT?

17 MS. YOUNG: Thank you.

18 MS. BUMGARNER: Yes, these three sections
19 are specifically related to Washington rules.

20 MS. YOUNG: Thanks.

21 JUDGE RENDAHL: Any other comments? Is
22 there agreement to these three sections being added
23 to the Washington SGAT?

24 MS. FRIESEN: Yes.

25 JUDGE RENDAHL: Hearing no objection, it

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1 looks like there is agreement. Let's move on.
2 MS. BUMGARNER: Now we're at Section 8.4.2.
3 JUDGE RENDAHL: Great.
4 MS. BUMGARNER: And I have a handout.
5 JUDGE RENDAHL: So you have an exhibit?
6 MS. BUMGARNER: Yes.
7 JUDGE RENDAHL: This will be Exhibit 461.
8 And what section does this revise?
9 MS. BUMGARNER: It actually is the entire
10 Section 8.4.2 and all of the subsections.
11 JUDGE RENDAHL: This will be described as
12 Revised SGAT Section 8.4.2 and Subsections. Is this
13 based on discussion in other states, the revisions?
14 MS. BUMGARNER: No, we have not addressed
15 the -- these are actually the ordering provisions and
16 get into the intervals for collocation.
17 JUDGE RENDAHL: Okay. Why don't you give
18 us a brief description.
19 MS. BUMGARNER: Okay. In other states,
20 what we've reflected in these sections are the
21 intervals that are laid out in the FCC's order. Are
22 the copies --
23 JUDGE RENDAHL: We're fine.
24 MS. BUMGARNER: Oh, okay. That are
25 reflected in the FCC's order, and that's what was in

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1 the SGAT exhibit that we had used with my testimony
2 and then with the Washington rules that were
3 released. What you see highlighted are the changes
4 that we've made in this to reflect the intervals in
5 the Washington rules.

6 So basically, what this does is lay out --
7 this section is about ordering virtual collocation --
8 lays out the application process, the quotation,
9 acceptance, and then the intervals. And of course,
10 in Washington, the intervals are based on forecasts,
11 so we've included the different intervals that are
12 associated with the forecasts or unforecasted
13 applications. And then we have -- at the end, we
14 have a section that talks about intervals for major
15 infrastructure modifications, as well.

16 MS. FRIESEN: Just briefly and quickly for
17 the record, AT&T disputes whether or not, in fact,
18 the previous 8.4.2 actually complies with the FCC's
19 order on intervals, number one. And since we just
20 received Exhibit 461, while we will endeavor to see
21 whether or not this really complies with Washington,
22 we reserve the right to sit in quiet contemplation
23 and actually think about this when we get a chance
24 to, rather than trying to do it on the fly.

25 JUDGE RENDAHL: At this point -- so you

02243

1 think that at this point, tentatively, you'd be at
2 impasse until you'd be able to review this more
3 thoroughly?

4 MS. FRIESEN: Right. There are some larger
5 concepts which -- for example, modification, major
6 modification of infrastructure type things that have
7 come out in previous workshops, which we can discuss
8 today, but as to whether or not this document
9 complies, in fact, with the Washington rules, I guess
10 I'd like to hold that in abeyance till I can sit and
11 go through them.

12 JUDGE RENDAHL: That's -- I believe that's
13 acceptable to me. So aside from the issue of whether
14 the parties agree that this complies with the
15 Washington rules, are there other issues, like the
16 major modifications -- Ms. Bumgarner.

17 MS. BUMGARNER: I'd just make a suggestion.
18 That being the case, I mean, the basic document here
19 has been part of my testimony in various states which
20 reflected the FCC rules. This language was included
21 in the exhibit that I did, the MSB-34, this is based
22 on, so I mean, the basic language has been in there.
23 What we've done is try to update it based on what it
24 says, the Washington rules, the intervals that were
25 laid out.

02244

1 So I think we could probably leave this at
2 impasse and allow it to be briefed as far as whether
3 or not we've gotten the intervals correct and the way
4 in which we've laid this out, with one caveat, and I
5 would like to talk about the major infrastructure
6 modifications. We did have considerable discussion
7 at the multi-state about that, and we have made some
8 changes to that in this document, and so it's
9 probably worth having some discussion around that.

10 But I would suggest, you know, for the rest
11 of the intervals, it's probably far enough along that
12 it could just be briefed as far as whether we got the
13 intervals right.

14 JUDGE RENDAHL: Mr. Hsiao.

15 MR. HSIAO: I just have some concern about
16 declaring impasse on something that we just got a
17 copy of. As far as I know, we have never discussed
18 virtual collocation at any workshop so far. So it
19 seems sort of sudden to me just to declare impasse on
20 something that we've never even talked about.

21 MR. CATTANACH: If I could respond for a
22 minute, I think there's two things. One is have we
23 talked about it, and the answer, I think, is no, fair
24 enough, to some degree, although some of the major
25 modifications we've talked a lot about.

02245

1 But as Ms. Bumgarner said, this language
2 has been around for quite a while, with the exception
3 of the days in there. We did change, so it's clear,
4 60 to 90, for purposes of Washington.

5 The only other thing I'd like to say on
6 this is that with regard to major modifications, this
7 is a very significant change that would take just two
8 seconds to talk about. In the prior submissions,
9 what we have suggested is there being across the
10 board exceptions for major modifications.

11 As you'll note here, the only time we are
12 asking for an across the board exception is if they
13 are unforecasted. So if there is a forecast and it
14 still requires a major modification, the burden is on
15 us to figure out how to do it. That's a very
16 significant change from I think where we were in the
17 past. We're trying to at least come halfway here. I
18 will confess that some of the language on major
19 modifications is different, but it's different with
20 that goal in mind.

21 And just to take two seconds more on it,
22 the process then would be this. There's a major
23 modification, we get a chance to talk to the CLEC
24 about an extended interval. If they say no, they
25 say, No, we don't think you get an extended interval,

02246

1 we have the option to go before the Commission for a
2 waiver, but we have to go every single time to the
3 Commission for a waiver if it's forecasted.

4 If it's unforecasted, there's an assumption
5 that we get a longer period of time. And if you look
6 at the Washington order, these intervals reflect the
7 Washington -- I think what the Washington order
8 anticipates, with the single exception of DC power,
9 which is 30 more days, and we can go back and talk
10 about that, but I think there's been some
11 acknowledgement in these workshops that DC power does
12 take longer.

13 So by way of overview, that was the scope,
14 that was our intent, to take away some of the dispute
15 by saying we'll deal with major modifications and
16 forecasting under the stated intervals, and if we
17 can't have some agreement, we'll get a waiver across
18 the board.

19 JUDGE RENDAHL: I have two questions on
20 this document. The first goes to is it intended that
21 all of the days that are listed in here, whether it's
22 seven or ten or 30 or 45, would be measured in
23 calendar days? Is that the intent?

24 MS. BUMGARNER: Yes.

25 JUDGE RENDAHL: Okay. I see one business

02247

1 day and one that's not specified. In 8.4.2.2, six
2 lines down, it says, Will be processed within 10
3 business days. Should that be calendar?

4 MS. BUMGARNER: Wait a minute. Say that
5 number again.

6 JUDGE RENDAHL: Adding plug-ins, in other
7 words, DS1 or DS3 cards to existing virtually
8 collocated equipment will be processed within 10
9 business days. Should that be calendar or is that
10 intended to be business days?

11 MR. CATTANACH: Could you give the SGAT
12 cite again, Your Honor?

13 JUDGE RENDAHL: 8.4.2.2, quotation.

14 MR. WILSON: Is that the first 8.4.2.2?

15 JUDGE RENDAHL: Yes.

16 MR. CATTANACH: Yes.

17 MS. BUMGARNER: Actually, that, in fact, is
18 10 business days. That's not specified anyplace.
19 That was our offer of days on how long it would take
20 and offering a two-week period of time for us to get
21 that done. It is based on business days.

22 JUDGE RENDAHL: Okay. The second reference
23 that I had a question about is in 8.4.2.4, six lines
24 down, five and six lines down, which shall mean
25 within 45 days of the receipt of the complete

02248

1 collocation application. Should that be calendar
2 days?

3 MS. BUMGARNER: That's calendar.

4 JUDGE RENDAHL: Okay. And then a more
5 substantive question.

6 MR. KOPTA: May I interrupt because of
7 where --

8 JUDGE RENDAHL: Mr. Kopta.

9 MR. KOPTA: It's the same issue. Actually,
10 in 8.4.2.2, in the shaded portion, the second
11 reference to 25 days also lacks calendar, and I'm
12 assuming again that that's calendar.

13 MS. BUMGARNER: That's calendar.

14 MR. KOPTA: And to go to Mr. Wilson's
15 point, is the second 8.4.2.2 some kind of an error,
16 so we just strike that?

17 MS. BUMGARNER: Oh, yeah.

18 MR. KOPTA: Thank you. Sorry for
19 interrupting.

20 JUDGE RENDAHL: No, that's what we're doing
21 here. Then, if you look at the 8.4.2.4.5, intervals
22 for major infrastructure modifications, I understood
23 you, Mr. Cattanaach, to say that for forecasted major
24 infrastructure modifications, that there would be no
25 extension of the intervals unless the parties agreed

02249

1 to it, and that unforecasted major modifications
2 would be subject to the extended intervals. I don't
3 read the section as doing that.

4 MR. CATTANACH: The only caveat, Your
5 Honor, that I'd make is it would be extended if the
6 parties agree or we seek a waiver from the
7 Commission.

8 JUDGE RENDAHL: Because the language I see,
9 the installation intervals in Sections 8.4.2.4.1
10 through 8.4.2.4.4 shall be extended if required, and
11 I'm not sure that language addresses what you stated
12 it to say.

13 MR. CATTANACH: I understand Your Honor's
14 concern. Without having to check, so I'll state my
15 -- I think that probably should be may. I mean, it's
16 supposed to be a consensual extension either between
17 Qwest and the CLEC, so everybody agrees, yeah, it's
18 going to take more time, or it may be extended
19 because we go to the Commission seeking a waiver.

20 JUDGE RENDAHL: So you would not object to
21 changing "shall" to "may."

22 MR. CATTANACH: I wouldn't. The question
23 is whether or not my client does.

24 MS. BUMGARNER: Yeah.

25 MR. CATTANACH: We're okay.

02250

1 JUDGE RENDAHL: Are there any other
2 comments by CLECs or other parties who -- Ms.
3 Hopfenbeck.

4 MS. HOPFENBECK: Well, first of all, I want
5 to go on record making a comment, an observation
6 about this provision. While it's been in Ms.
7 Bumgarner -- much of it's been in Ms. Bumgarner's
8 rebuttal testimony for many months now, this is the
9 first opportunity for any of the CLECs to respond to
10 this language in a forum where we can put some
11 evidence in on this language, so we do need to do
12 that. No other state has done that.

13 Okay. I have a question about forecasting
14 with virtual. I mean, I'll go on record and say,
15 again, we have the same issues on forecasting. And
16 in particular, one of WorldCom's issues is with how
17 broad the requirements for the forecast are, is one
18 of our main issues. Putting that aside, with
19 virtual, I think there's a particular problem with
20 forecasting, in that there are many times it seems to
21 me that virtual collocation might be the only way you
22 could provision collocation once the application is
23 put in, because of space availability issues, but the
24 CLEC's forecast may not be for virtual for
25 collocation. The CLEC's forecast may be for physical

02251

1 collocation.

2 That's my question to you, is that will a
3 forecast for physical collocation be sufficient to
4 trigger the shorter intervals for virtual?

5 MS. BUMGARNER: Okay. I want to make sure
6 I understand. You're saying you submitted a forecast
7 for the physical, then, when you give us the
8 application for physical, we come back and say
9 there's no space for physical, so it's virtual for
10 that office.

11 On the forecast form itself, you can
12 indicate alternate forms that you would be interested
13 in on the forecast, but -- so you're saying would you
14 still get the interval even if we didn't have this?

15 MS. HOPFENBECK: Well, I think it puts the
16 CLEC in an awkward situation. I mean, even if you
17 can specify alternate forms, the forecast doesn't
18 trigger in Qwest any requirement to come back to the
19 CLEC and say, Well, your forecast doesn't really mean
20 anything to us because we don't have space in this
21 office where you forecasted.

22 So that, you know, the CLEC can be doing
23 what it can to advise you of what our collocation
24 needs are, and yet, when push comes to shove, I mean,
25 the way Qwest has got it so far, we can sometimes do

02252

1 forecasts as much as a year in advance, and they're
2 updated quarterly, but we put in our application, it
3 seems to me, in that instance, it would be
4 appropriate for the shorter intervals to apply, even
5 if there hadn't been a forecast for virtual, because
6 that's not really within our control. And it's --

7 MS. BUMGARNER: That more relates back to
8 forecast process and whether or not you're close to
9 what you forecasted and the interval applying and --

10 MS. HOPFENBECK: It's both, because I think
11 you want to address it here, even if you also
12 addressed it with forecast.

13 MR. WILSON: In fact, there were statements
14 made in the multi-state workshop that an accurate
15 forecast -- for an accurate forecast, you had to get
16 the type of collocation exactly accurate. I think
17 that statement was made. In other words, if you
18 asked for physical, you had to get physical. We
19 didn't think of this situation, which I think is very
20 -- is a very good case to look at.

21 MR. CATTANACH: If I could just jump in for
22 a second, I think when that was addressed, and you
23 may be correct in that, the concern that seemed to
24 pop into everybody's mind was if you forecast virtual
25 and came back and said, No, I want caged physical,

02253

1 that's a big deal difference.

2 And I do know -- and I understand your
3 point, and one other point of clarification to maybe
4 help us along here, we did spend some time in the
5 multi-state on alternate ordering, which is not
6 forecasting, recognizing, but there is -- certainly
7 for purposes of the intervals, you get the original
8 interval if you specify either one or the other, if
9 that makes sense to you.

10 MS. HOPFENBECK: It just seems to me that
11 it would be odd and it's an odd obligation to impose
12 on a CLEC to foresee the possibility when they really
13 want cageless or caged, and that that's what they
14 were to specify, to also specify virtually or caged
15 --

16 MS. BUMGARNER: If we were willing to
17 change --

18 JUDGE RENDAHL: Let's not override. Just
19 wait until people are done talking. Ms. Hopfenbeck,
20 have you finished?

21 MS. HOPFENBECK: Yes.

22 MS. BUMGARNER: If we were willing to word
23 that in, do you think it fits better in explaining
24 forecast, that -- or somewhere in the ordering
25 provisions that apply to all collocation? That if

02254

1 you forecast a collocation, that the type of
2 collocation that they order is unavailable, no space,
3 that the intervals will -- forecasted intervals would
4 still apply?

5 MS. HOPFENBECK: That would be a broader
6 circumstance than what I'm addressing here. For
7 example, that would deal with a circumstance where
8 you forecast caged, but caged is unavailable, but
9 cageless is available, you -- the intervals would
10 apply in that circumstance, too.

11 MS. BUMGARNER: Right.

12 MS. HOPFENBECK: I think that would
13 probably be the best way to approach this problem.

14 MS. BUMGARNER: The type you want --

15 MS. HOPFENBECK: Is unavailable, right.

16 MS. BUMGARNER: If we put it into a
17 provision that's under the all ordering, that would
18 satisfy it?

19 MS. HOPFENBECK: That's probably the best
20 way to do it. It's most comprehensive.

21 MR. CATTANACH: Without suggesting
22 language, I suspect there's some easy way to fix
23 that.

24 JUDGE RENDAHL: My suggestion is, given the
25 time limits that we have, if the parties don't come

02255

1 up with some language change at a break or this
2 evening that we can bring back within the context of
3 this workshop, that the parties just apprise us of
4 agreements that they have reached on this language
5 after this workshop is concluded.

6 So we can call that tentative agreement on
7 that one point, because I understand that there's
8 concern overall about the intervals and whether they
9 comply with Washington, let alone the FCC; is that
10 correct?

11 MS. HOPFENBECK: And then there's overall
12 concerns about forecasting, whether the Qwest
13 requirement on forecasting comports with what the FCC
14 has in mind when it talks about forecasting in its
15 waiver decision, too.

16 JUDGE RENDAHL: Okay. Are there any other
17 general comments about Qwest's proposed language?
18 Mr. Menezes.

19 MR. MENEZES: A question. In Section
20 8.4.2.4.5.1, is this intended to -- the very last
21 provision. It's all new with extended intervals.

22 MS. BUMGARNER: Okay.

23 MR. MENEZES: I'm a little confused as I
24 read it, so I wanted to see. These extended
25 intervals are intended to apply in all cases where

02256

1 there are unforecasted collocation applications,
2 except where there's a Commission waiver or some
3 other treatment by agreement of the parties?

4 MS. BUMGARNER: Right. I think where --
5 based on the discussions in the multi-state, and I
6 think generally in discussions in some of the other
7 workshops, it's recognized. I think in discussions
8 in Colorado workshop and I think even in the
9 multi-state, I think there's general agreement that
10 when you're dealing with DC power plants, you're
11 talking about a 180-day period of time with the
12 vendor, and so that's probably the most common one
13 that we went to.

14 So we decided to leave the DC power plant,
15 asking for 180-day interval on those. On the others,
16 where we had, I think, laid out different time frames
17 before, like Mr. Cattanach said, the first thing is,
18 before, it was kind of across the board, both
19 forecasted and unforecasted, and we've changed that
20 to just apply to unforecasted.

21 And for the generators, HVAC, and the
22 reconditioning of space, what we have said is the 150
23 days. That 150 days is really the FCC interval when
24 you talk about unforecasted. Washington's order
25 deals with forecasted intervals, and if it's

02257

1 unforecasted, it then defaults to the FCC intervals,
2 and so the FCC interval is, like, 60 days in advance
3 and then a 90-day interval. That's where we came up
4 with 150. That's the interval we will try to meet
5 with these.

6 MR. MENEZES: So these are 180 days and 150
7 days after application is submitted; not after
8 acceptance?

9 MS. BUMGARNER: These are 180-day
10 intervals. I believe that these are based on receipt
11 of application.

12 MS. HOPFENBECK: That is what your response
13 --

14 MS. BUMGARNER: Yeah, it would be
15 application.

16 MS. HOPFENBECK: That's what your
17 compliance filing reply states.

18 MR. CATTANACH: That's right.

19 MS. BUMGARNER: I'm trying to read it in
20 the way that it may not be here.

21 JUDGE RENDAHL: Mr. Menezes, do you have
22 more questions? Because I have a few. I'm just
23 trying to --

24 MS. BUMGARNER: I'm sorry, I see where it
25 got lined out late last night. It would be put back

02258

1 in, then. It is after receipt of the application.

2 MR. MENEZES: And is it fair to say -- what
3 if Qwest receives an application that was
4 unforecasted and has sufficient DC power generators,
5 notwithstanding the fact that it was forecast from
6 that CLEC, would Qwest provision that space under the
7 interval as if it were forecasted, because you don't
8 really need more time to install additional power or
9 additional HVAC?

10 MS. BUMGARNER: You're saying if it's
11 unforecasted, but there's not a power problem, are we
12 always going to take it?

13 MR. MENEZES: Right.

14 MS. BUMGARNER: That wasn't our intent.
15 It's only if it's a major infrastructure that we get
16 your application that hasn't been forecasted, and in
17 processing that we determine that there's going to
18 have to be a power bar, that is a major
19 infrastructure.

20 Otherwise, the two sections, 8.4.2.4.3 and
21 4, deal with unforecasted applications, not ones that
22 deal with major infrastructure.

23 MR. MENEZES: In those cases, 8.4.2.4.3 and
24 4, you will take extra time with an unforecasted
25 application regardless of whether there actually is a

02259

1 power, HVAC or space issue; is that correct?

2 MS. BUMGARNER: You mean like the 90-day
3 interval, or are you talking about the 180?

4 MR. MENEZES: I'm talking now -- you
5 pointed me back to 8.4.2.4.3 and 8.4.2.4.4.

6 MS. BUMGARNER: Right.

7 MR. MENEZES: Both of those provisions
8 don't deal with major power situations. They just
9 deal with if the CLEC did not forecast. And the dot
10 three provision, just the only difference between the
11 two there I see is if CLEC accepts within seven days
12 or accepts between eight and 30 days.

13 MS. BUMGARNER: Right.

14 MR. MENEZES: So setting that aside, just
15 talk about forecasting, if the CLEC did not forecast
16 -- and we'll use 8.4.2.4.3 as an example -- accepted
17 the quote within seven days and Qwest did not have an
18 issue in the premises with power or HVAC or any of
19 these kind of things that you would arguably need
20 more time to complete the provisioning of this
21 application, the way this is written, it seems to me
22 Qwest will take the additional time, even though
23 those factors may not exist.

24 MS. BUMGARNER: Now, when you're saying
25 take the additional time, you're talking about the 45

02260

1 days?

2 MR. MENEZES: Yes. Well, no, the 45 days
3 is when we give our equipment to you; correct?

4 That's when the --

5 MS. BUMGARNER: Right.

6 MR. MENEZES: And then, the provision
7 following that says Qwest will complete the
8 installation 120 calendar days after receipt of the
9 application.

10 MS. BUMGARNER: Right.

11 MR. MENEZES: Okay. And that, compared to
12 8.4.2.4.1, in that provision Qwest will do it in 45
13 days.

14 MS. BUMGARNER: Right.

15 MR. MENEZES: So we're comparing a 45-day
16 interval to a 120-day interval, forecasted versus
17 unforecasted; right?

18 MS. BUMGARNER: Right.

19 MR. CATTANACH: Well, I'm sorry, 45 days of
20 receipt of the equipment.

21 MS. BUMGARNER: Right.

22 MR. CATTANACH: I see. Sorry to jump in.
23 If I could, it's a three-tiered system. One is
24 forecasted, one is unforecasted, one is major
25 modification. So if you're saying are we going to

02261

1 take more time for unforecasted, the answer is yes.
2 Are we going to take even more time for unforecasted
3 major modifications, the answer is yes.

4 MS. FRIESEN: Why do you need more time for
5 unforecasted collocation requests wherein you don't
6 have to do power, don't have to do anything else,
7 you've got your space available, your power is there?
8 Why, simply because it's unforecasted, do you need
9 additional time? In particular, in light of the fact
10 that the FCC admonished you in the interim order to
11 reduce that additional 60 days to the extent you can
12 to minimize it. So I'm not understanding why, as a
13 matter of course, you're going to take 120 days just
14 because you can.

15 MS. BUMGARNER: I don't think it's a matter
16 of course, and never have we said that it's a matter
17 of course that when we provide the quotes back and
18 give an indication of the RFS and the interval, if we
19 can reach order interval, we will do that, and we
20 will turn over the collocation spaces when we have
21 completed them.

22 But, I mean, we don't hang onto them for
23 120 days just because somebody said we can and sit on
24 them. If we have finished the collocation, we will
25 turn them over.

02262

1 MS. FRIESEN: We have --

2 MS. BUMGARNER: The issue around this is --
3 on intervals is trying to be reasonable on setting an
4 interval and whether or not we have to pay penalties,
5 and what's the penalty to the CLEC for not giving us
6 forecasts. We're trying to ensure that we get
7 forecasts so that we can make sure that we have power
8 needs taken into consideration.

9 I think, for virtual collocation, you're
10 actually locating your equipment in our frames. It's
11 helpful for us to know where those are going to be
12 placed, or that we're going to get requests for
13 virtual collocation. That way we don't end up
14 getting ourselves in having to do these major
15 modifications.

16 There are other things, I think when Ms.
17 Weidenbach was going over some of the work that we
18 take a look at, that go along with this even beyond
19 just saying power. So the intervals are important to
20 us, it's our ability to meet them, whether or not we
21 pay a penalty for it, and I think the CLECs have a
22 responsibility to forecast their needs also, and I
23 think there is an incentive for them to do that.

24 MS. FRIESEN: I'd like to just quickly
25 respond. I think if you look at all of the Section

02263

1 8.4.2.4.2, through the interval sections, through
2 4.5, the word that is employed with respect to the
3 longer intervals for unforecasted information is
4 Qwest shall complete these provisions in 120 days.
5 That, to me, does not indicate permissive language.
6 That says you get 120 days.

7 We talked about whether or not Qwest really
8 has any real incentive to deliver that early to its
9 competitor the collocation space in the multi-state
10 process, and even the facilitator didn't buy off on
11 the vague promise that you'd do it.

12 MS. BUMGARNER: I think -- excuse me, I
13 think when you --

14 JUDGE RENDAHL: Ms. Bumgarner, Ms.
15 Bumgarner, please let Ms. Friesen finish so that the
16 court reporter can take things down. You will have
17 an opportunity to speak.

18 MS. FRIESEN: The FCC, in the interim
19 waiver order, which is DA 00-2528, paragraph 19, the
20 FCC said not that Qwest can impose penalties on CLECs
21 for failing to forecast, but, rather, "We expect
22 Qwest to use its best efforts to minimize any such
23 increases, particularly in the initial implementation
24 period." It does not say we get to, as a matter of
25 course, penalize CLECs for failing to provide a

02264

1 forecast.

2 So I'm not seeing that Qwest is complying
3 with the law in giving itself, as a matter of course,
4 120 days throughout all these provisions and then
5 saying if we can do it for you earlier, we might.

6 JUDGE RENDAHL: Okay. Ms. Bumgarner.

7 MS. BUMGARNER: Well, I'll just make one
8 comment about the multi-state, and saying -- in
9 questioning why we say Qwest shall complete the
10 collocation. I believe that the facilitator at the
11 multi-state said do you really want them to say Qwest
12 may, which implies we may never meet these intervals.
13 I mean, shall is our commitment to meet the interval.
14 And other than that, I'll turn it over to Mr.
15 Cattanach on that one.

16 MR. CATTANACH: And I would respectfully
17 disagree with Ms. Friesen's characterization of what
18 the facilitator said in the multi-state. I think it
19 is exactly what Ms. Bumgarner just related. And I
20 would just simply note that the FCC said, in exactly
21 the paragraph Ms. Friesen quoted, "We also find
22 Qwest's proposed reliance on forecasts reasonable as
23 an interim measure to the extent it permits a 60-day
24 increase in interval length when the carrier
25 requesting collocation has failed to provide a timely

02265

1 and accurate forecast period."

2 It doesn't say it has to be tied to
3 anything other than failure to provide a forecast.
4 There's no mention of power or anything else. It
5 talks about power and other issues above and I think
6 it recognizes that, for power and other issues, you
7 may need longer times, but at the end of the day,
8 we're happy to put in may. We'll put in may.

9 JUDGE RENDAHL: I think I've heard enough
10 on the forecasting, unforecasting, and I think a lot
11 of that can be argued in brief. There appears to be
12 a dispute about the interpretation of the FCC's
13 order, and I think parties are capable of briefing
14 that.

15 I have two quick questions, and then,
16 unless there's anything further that we haven't
17 already addressed, I think I'd like to move on, for
18 the sake of time.

19 I had two other date questions, and that
20 was in Section 8.4.2.4.2, the second line up from the
21 bottom, there's, again, a 30 days reference without
22 calendars or business days, and I'm wondering if that
23 needs to be calendar days.

24 MS. BUMGARNER: Yes.

25 JUDGE RENDAHL: Calendar days; is that

02266

1 correct?

2 MS. BUMGARNER: Yes.

3 JUDGE RENDAHL: And then, in the last
4 section, when you were talking about major
5 modifications, DC power plants refers to 180 calendar
6 days, whereas AC standby generators, et cetera, it
7 just talks about 150 days. Is, again, that calendar
8 days?

9 MS. BUMGARNER: That's calendar days.

10 JUDGE RENDAHL: And I think that -- I went
11 through and I think that takes care of all of those
12 issues. There has been some discussion of
13 modification of language within the section, but my
14 understanding is that, even with those changes,
15 particularly to the last section, that the parties
16 are at impasse simply because of the disagreement
17 over the need for forecasting and not, and also
18 concerns about the intervals themselves.

19 Are there other issues that the parties
20 have or do we need -- can we move on? Mr. Wilson.

21 MR. WILSON: One suggested additional
22 clause to 8.4.2.4.5, the major infrastructure
23 modification. I heard Qwest say that these longer
24 intervals occurred when there was no forecast for a
25 particular location, and I note that in all three

02267

1 paragraphs above, there's an opening clause that
2 says, "If a premise is not included in a CLEC's
3 forecast at least 90 calendar days prior to
4 submission of the application." I think that clause
5 should be added to 8.4.2.4.5, as well.

6 JUDGE RENDAHL: Should it appropriately be
7 added --

8 MR. CATTANACH: Dot one?

9 JUDGE RENDAHL: -- at the fifth line down?

10 So if a premise is not included in CLEC's forecast at
11 least 90 calendar days prior to submission of the
12 application, the installation intervals in Sections
13 da, da, da, da, da may be extended if required to
14 accommodate major infrastructure modifications. Is
15 that the appropriate location?

16 MR. WILSON: That would be fine.

17 JUDGE RENDAHL: Mr. Cattanach.

18 MR. CATTANACH: Your Honor, if I may, I
19 think we would have a problem with that, but we don't
20 have a problem with the concept. The distinction
21 between forecasted and unforecasted in 4.5 is
22 actually between 4.5 and 4.5.1.

23 JUDGE RENDAHL: Right.

24 MR. CATTANACH: So we would suggest, and I
25 haven't looked at this, that maybe that language

02268

1 could go in dot one. And while we're at it, as a
2 matter of drafting, we're looking at this again, and
3 it may be a little bit confusing, the first two
4 lines, and I think that they're redundant, so in
5 8.4.2.4.5.1, we could probably delete, with no
6 substantive effect, because it's just duplicative of
7 the 4.5, the except in circumstances, et cetera, and
8 then start -- essentially start 4.5.1 with "For an
9 unforecasted application."

10 And then, with that in mind, we could go to
11 Mr. Wilson's suggestion, and I'm thinking out loud
12 here, but if you could bear with me, so then 4.5.1
13 would start with, "If a premise is not included in a
14 CLEC's forecast at least 90 calendar days prior to
15 the submission of the application, comma, the
16 following extended intervals always apply." And so I
17 think that would pick up the point.

18 MS. HOPFENBECK: I think you need to add in
19 that sentence somewhere that the following extended
20 intervals always apply in the case of major
21 infrastructure improvements. Because this is only
22 dealing with these extended intervals when a DC power
23 plant needs to be built.

24 MR. CATTANACH: Conceptually, I have no
25 disagreement. I don't know that it's necessary, but

02269

1 it's not a point where we're in dispute. That's what
2 we're talking about, so if you think it's more clear,
3 we can put it in.

4 JUDGE RENDAHL: Is that -- Mr. Wilson, I'll
5 go back to you in just a minute. Is the proposal you
6 just made something Qwest could prepare and bring
7 back, circulate amongst the parties off the record,
8 and report back to me as to whether we've reached
9 agreement on language?

10 MS. BUMGARNER: Yes.

11 MR. CATTANACH: Yes.

12 JUDGE RENDAHL: Okay. Mr. Wilson.

13 MR. WILSON: I think that the language I've
14 proposed should go into the superior paragraph. I'm
15 concerned that there's something strange going on
16 between 8.4.2.4.5 and its subordinate paragraph, 5.1.
17 I'm concerned why they want to put the unforecasted
18 down in the subservient paragraph and not in the
19 superior paragraph. And furthermore, I'm concerned
20 that while we struck the HVAC and space conditioning
21 in the subordinate paragraph, it's still in the
22 superior paragraph, implying that there is an
23 undetermined delay potential for those types of
24 situations.

25 MS. HOPFENBECK: I had a suggestion. I was

02270

1 thinking of a slightly different problem and had a
2 suggestion of the following language to the superior
3 paragraph that may solve this problem. Just didn't
4 -- it seemed to me that what Mr. Cattnach described
5 as the intent of the first paragraph was that
6 whenever there was a forecasted -- whenever there had
7 been a forecasted collocation and a major
8 infrastructure improvement was necessary, Qwest had
9 the option to let the CLEC know that they needed an
10 extension of the interval, the CLEC always has the
11 right to dispute that, and if the CLEC does dispute
12 it, the onus is on Qwest to seek a waiver.

13 MS. BUMGARNER: Exactly.

14 MS. HOPFENBECK: Okay. So my suggestion is
15 that the last sentence of this section be rephrased
16 slightly and says, "CLEC may dispute the need for an
17 extended interval, in which case Qwest must request a
18 waiver from the Commission to obtain an extended
19 interval." And does that --

20 MR. CATTANACH: Sure.

21 MS. HOPFENBECK: -- make it clear, then,
22 that it's not automatic and that it cannot be granted
23 unless it's by our agreement or by Commission
24 decision?

25 JUDGE RENDAHL: Mr. Wilson -- I think

02271

1 that's a good suggestion. Mr. Wilson, I just want to
2 clarify your concern. Is your concern that it
3 doesn't specify -- the two paragraphs don't specify
4 that the first applies to forecasted and the second
5 applies to unforecasted, and you would like it more
6 explicit?

7 MR. WILSON: Well, I thought -- yes, I
8 think I agree. The issue is that I thought the need
9 for additional time was contingent on no forecast.
10 The way this is written, it's not clear that it
11 always is contingent on no forecast.

12 JUDGE RENDAHL: I think this is something
13 the parties need to discuss more offline, because I
14 think we have spent enough time on the record to
15 clarify what the paragraphs mean. And I would
16 suggest that maybe AT&T and WorldCom combine
17 suggestions for modifications and propose those to
18 Qwest. And if you reach some agreement, please
19 advise us. Otherwise, I will -- I think we're at
20 impasse on this whole section anyway. So please, if
21 you would do that, I'll indicate that the paragraph
22 is at impasse, and if you do reach agreement, you
23 will advise us.

24 Ms. Bumgarner, you have one other comment?
25 Ms. Strain said you did. If you don't, if not, we'll

02272

1 move on.

2 MS. BUMGARNER: No.

3 MR. CATTANACH: Could I just --

4 JUDGE RENDAHL: Mr. Cattanach.

5 MR. CATTANACH: Mr. Wilson, if I understood
6 an earlier comment, you were worried that we have
7 struck HVAC and space in 5.1. If you see, they've
8 actually been brought up to just go right after AC
9 standby generators, so we don't have B, C and D; we
10 have B that has them all. We weren't trying to --

11 MR. WILSON: Oh, oh.

12 MS. BUMGARNER: It's kind of hard to see
13 the lead lines in.

14 MR. WILSON: Thank you. I missed that.

15 JUDGE RENDAHL: Ms. Hopfenbeck.

16 MS. HOPFENBECK: I know you want to get
17 through this, but I just need to ask, this provision
18 is not completely consistent with the way I read your
19 reply to the compliance filing, in that your reply to
20 the compliance filing suggests that in those
21 instances where there's no forecast, that's three
22 months out under the Washington rule. There is --
23 you do allow for the possibility that there would be
24 a forecast within 60 days, which is not reflected
25 here, because the waiver that the FCC granted you

02273

1 says that if there's a forecast within 60 days, then
2 the 90-day interval applies. And nowhere in this
3 does that reflect that.

4 MS. BUMGARNER: Right. I think when we
5 talked about how to lay this out in the SGAT, we were
6 trying to keep it sort of consistent, that you do
7 have sort of a 30-day period in there where
8 Washington's rules are 90-day forecasts, FCC is
9 60-day forecasts. If you don't get the forecast for
10 the Washington, it defaults to the FCC rules, and
11 just how you sort of play that.

12 I think we tried to be consistent through this
13 on the 90-day interval, rather than showing a
14 different one for this major infrastructure -- well,
15 actually we backed off totally on that and said it
16 was only for the unforecasted. So it left it that
17 the intervals were up in the upper sections. But I
18 know what you mean. It's confusing.

19 MS. HOPFENBECK: Well, I would just submit
20 to you that if your position -- that I think you have
21 to just go with the FCC rule, in my view. And I
22 don't know if Qwest wants to deal with that and so we
23 don't have impasse on that issue, that's fine, but I
24 do think that what has to happen if you don't get a
25 forecast within three months under the Washington

02274

1 rule, then you have to go right to the FCC rule, and
2 that means that the CLEC still has the opportunity to
3 get a forecast to you within 60 days and trigger the
4 90-day default, and that you can't have this gap --
5 you shouldn't be able to trigger the really extended
6 major infrastructure intervals unless there's no
7 forecast within 60 days.

8 MR. CATTANACH: I understand your point,
9 and we looked at that and tried to figure out is
10 there some way, short of massive rewriting -- because
11 I'm not sure it's limited, and we, frankly, we
12 punted. We don't disagree with what you said. And
13 as we come back to this, we may be able -- we're not
14 going to oppose your position. If we can find a
15 clean way to write that, what happens if you don't
16 forecast 90 out, but you do forecast 60 out, we're
17 not saying you don't get the benefit of that, or
18 whatever that benefit may be.

19 So we might be able to tweak it just a
20 little bit more on that. It just got to the point
21 of, you know, if you -- if it's Day 29, it's one
22 thing, if it's Day One, it's another. We started
23 thinking, geez, for a day here or there, is it worth
24 another five pages of the SGAT. That was our
25 concern. But I understand your point, and we don't

02275

1 disagree with it.

2 JUDGE RENDAHL: Just a point of
3 clarification. What you're just talking about, I
4 take it, affects more than just this one section?

5 MR. CATTANACH: I think it might.

6 MR. REYNOLDS: All the ordering sections.

7 MR. CATTANACH: All the ordering sections.

8 And it was easily done in the filing, because you can
9 talk concepts. But when you talk application, we
10 would had to have changed every single one of these
11 to address that. What happens if you don't forecast
12 90, but you do forecast 60. And we decided it was
13 just so much logistical trouble that it probably was
14 more trouble than it was worth.

15 But if it's a significant issue -- and let
16 me just throw out one possibility. If we could just
17 fix it in the major infrastructure, I suspect that's
18 where it's going to be a bigger deal, and that would
19 be an easy drafting thing to do. And if there'd be
20 some interest in that, that's probably something we
21 could do real easy.

22 MS. HOPFENBECK: From WorldCom's
23 perspective, it's really a matter of preserving
24 flexibility. I mean, it really goes to that
25 forecasting issue, which is CLECs have got to have

02276

1 the same sort of room to move, and to the extent that
2 they have the ability to get a reasonable interval by
3 submitting their forecast within 60 days, that's
4 something that they're interested in, but that -- I
5 mean, that really does go contrary to Qwest's whole
6 forecast concept.

7 I mean, that's ultimately what we have to
8 brief, is what was the kind of forecasting that the
9 FCC had in mind when they allowed that there was a
10 possibility that you could tie shortened provisioning
11 intervals to forecasting, and what did this
12 Commission have in mind when it agreed that
13 forecasting was what would trigger the 45-day
14 shortened interval.

15 JUDGE RENDAHL: Okay. I highly encourage
16 the parties to continue working together offline on
17 some of these issues, understanding that you do have
18 workshops in other states, and obviously collocation
19 has been the most problematic area so far. And to
20 the extent you come up with something prior to
21 briefing or prior to meeting with the Commissioners,
22 we appreciate your reporting back.

23 I wonder, Mr. Cattanach, if the section is
24 drafted for the major modification section and meets
25 with the other parties' approval, if it can also be

02277

1 replicated in the other sections? Once you've
2 drafted it once, can it then be replicated in the
3 other sections?

4 MR. CATTANACH: I don't see any reason why
5 it couldn't, Your Honor. We're not opposed, as a
6 matter of principle, to it; it was just logistics.

7 JUDGE RENDAHL: I understand that. I just
8 wanted, as a point of my clarification, to understand
9 how easy it is to replicate in other sections. So at
10 this point, I do think that the parties, because of
11 larger issues, are at impasse on this section as a
12 whole, and I will indicate it as impasse. To the
13 extent that you all reach agreement, please inform
14 us. Okay. Let's move on.

15 MS. HOPFENBECK: As a placeholder, Your
16 Honor, can I just raise -- I think it would make
17 sense at some point during the course of this
18 workshop to have a little bit of discussion about our
19 schedule here with the briefing on collocation in
20 light of the fact that collocation happens to be
21 probably the only issue that no state has gotten
22 through from start to finish thoroughly, and that it
23 will be addressed in almost every state in the next
24 three weeks.

25 So it's likely to be that we are briefing

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1 something that truly is a moving target in a much
2 greater sense than any other issue. When we get to,
3 for example UNEs and shared transport -- or I mean
4 switching and transport, those issues have been fully
5 discussed in other states before we're going to get
6 there in Washington. This is different.

7 JUDGE RENDAHL: My suggestion to all of you
8 -- let's be off the record.

9 (Discussion off the record.)

10 (Recess taken.)

11 JUDGE RENDAHL: Let's be back on the
12 record. While we were off the record, we spent a
13 significant amount of time talking about scheduling
14 and rescheduling. First we talked about, for
15 purposes of this workshop, bifurcating the briefing
16 on interconnection, resale and number portability in
17 one brief and collocation in another.

18 So on January 22nd, the parties will brief
19 the issues of pick and choose, interconnection,
20 number portability and resale. Then, on February the
21 12th, we will issue an initial order on those issues.
22 On February the 13th, the parties will brief their
23 impasse issues on collocation. Comments are due on
24 the first initial order on February the 26th. I'm
25 sorry, strike that. That's not correct. We will

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1 issue an initial order on collocation issues on March
2 6th. Comments will be due on both initial orders on
3 March the 27th. And the Commissioners' briefing that
4 was initially scheduled for March the 5th will occur
5 sometime after the week of April the 23rd.

6 In addition, Qwest will file revised
7 updated sections of the SGAT, Sections Four, Six,
8 Seven and Ten, with the parties and with the
9 Commission on January the 10th. On January the 31st,
10 Qwest will provide Washington-specific modifications
11 to Section Eight of the SGAT, and then complete
12 modifications to Section Eight and certain
13 appropriate sections of Section Four on February the
14 6th dealing with collocation. And then, on March the
15 13th, will file a complete SGAT, and what we mean by
16 complete SGAT is all of the revisions that have
17 occurred in Workshop One and Workshop Two, not
18 including modifications to issues we have not dealt
19 with yet in this state, but that may have been dealt
20 with in other states.

21 The purpose of filing this complete SGAT is
22 to track where we are at the conclusion of Workshop
23 Two in the state of Washington. Are there any
24 questions parties have on this schedule? Okay. I
25 think that that tracks where we are. I will issue an

02280

1 order revising the schedule next week, so that you
2 will have those dates at hand.

3 Okay. I think we're ready to keep going.
4 And we will spend the next hour and a half getting
5 through as much as we can on collocation. The other
6 discussion we had, given the bifurcation of the
7 briefing schedule, is that the parties will file
8 relevant transcript portions from the multi-state
9 workshop and other states, if necessary, on
10 collocation issues when they file their briefs on
11 February the 13th to allow the Commission to have
12 sufficient record on the remaining collocation issues
13 that we may not be able to get to in this workshop.

14 Do the parties have anything further to add
15 on that issue? Okay. Well, then, let's see how far
16 we can get on collocation in the next hour and a
17 half. And while we were off the record, I think
18 Qwest distributed a new document, labeled 8.4.3,
19 Ordering Cageless Physical Collocation; is that
20 correct?

21 MS. BUMGARNER: Yes.

22 JUDGE RENDAHL: Okay. And that document
23 would be marked Exhibit 462, entitled Revised SGAT
24 Section 8.4.3.

25 MS. BUMGARNER: This section is on ordering

02281

1 caged and cageless physical collocation. As you see
2 in this document, it looks very much like the section
3 that we just dealt with, which lays out basically the
4 intervals involved in the process for physical
5 collocation, the application, quote, acceptance, and
6 then the breakdown of intervals, based on whether
7 it's forecasted with timely acceptance, forecasted
8 with late acceptance, unforecasted applications with
9 timely acceptance and unforecasted applications with
10 late acceptance.

11 And then, once again, you see the section
12 about intervals for major infrastructure
13 modifications, which ought to be worded exactly like
14 the previous section on major infrastructure
15 modifications.

16 So as far as this section, I think any of
17 the places where we've missed showing calendar days,
18 when we indicate number of days in the interval, that
19 would be a typo that we missed and would need to be
20 added in, so we would agree that it ought to be
21 changed to calendar days, just like we did on the
22 previous section.

23 And I think the changes that were talked
24 about for the last section that deals with intervals
25 for the major infrastructure modifications, the same

02282

1 thing would apply here. And I believe AT&T and
2 WorldCom were going to do that, think about some
3 language on that one, but it would be the same thing
4 here.

5 MS. FRIESEN: And again, just for the
6 record, to the extent that we haven't had an
7 opportunity to really compare this to the Washington
8 rules, we will take that away and present any
9 arguments against compliance in our brief. And I'd
10 suggest that we'll do that for all of these if we
11 have more, so I don't have to keep repeating that.

12 JUDGE RENDAHL: And I assume the same
13 issues involving concerns over forecasts and whether
14 that complies with the FCC's order apply in this
15 case, as well?

16 MS. FRIESEN: That's correct.

17 JUDGE RENDAHL: Okay. So for purposes of
18 this section, the parties are likely at impasse at
19 this point pending further discussions and analysis;
20 is that pretty much correct?

21 MR. CATTANACH: We agree with that, Your
22 Honor.

23 MS. BUMGARNER: Yes.

24 JUDGE RENDAHL: Is there anything else we
25 need to discuss about this particular section, 8.4.3,

02283

1 at this point?

2 MR. KOPTA: I would only just ask for
3 clarification that all of the proposed revisions,
4 including the minor addition of calendar, would be
5 incorporated in 462 that we talked about in 461.

6 MS. BUMGARNER: Yes.

7 JUDGE RENDAHL: That was my understanding
8 from your testimony, Ms. Bumgarner, that you would
9 transfer any calendar day and other minor wording
10 changes that we've discussed.

11 MS. BUMGARNER: Right, we'll make those
12 updates to this. And then I would like to ask, did
13 we get a date on when you thought you might have some
14 suggested language on the major infrastructure?

15 MR. MENEZES: Maybe at the multi-state,
16 which is the week after next. Is that --

17 MS. BUMGARNER: Okay. I didn't know if you
18 were planning to bring it in tomorrow or --

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

21 (Discussion off the record.)

22 JUDGE RENDAHL: Let's be back on the
23 record. Is there anything further we need to discuss
24 on Section 8.4.3? Hearing nothing, let's move on.

25 MS. BUMGARNER: I have another handout.

02284

1 This is for Section 8.4.4.

2 JUDGE RENDAHL: Okay. This will be marked
3 as Exhibit 463, and marked as Revised SGAT Section
4 8.4.4.

5 MS. BUMGARNER: Once again, this section is
6 also about ordering, and it's about ordering the
7 interconnection distribution frame, ICDF collocation,
8 very much like the previous sections that we just
9 talked about, how it's laid out, addressing the
10 application, quote, acceptance, intervals, and again,
11 it's based on forecasted and unforecasted. This one
12 does not have the major infrastructure. This is
13 talking about the interconnection distribution frames
14 that Qwest has.

15 This is also one that if we have missed
16 including calendar days, that I will try to go
17 through and catch all of those. It should be
18 calendar days. And if there are any other minor
19 revisions that we have made to that previous one.

20 JUDGE RENDAHL: Okay. Any comments by the
21 parties about this language, understanding you just
22 received it and that the intervals need to be checked
23 and that the parties will reserve their rights to
24 check compliance with the Commission's order?
25 Hearing nothing, I'm assuming that at this point this

02285

1 might also be an impasse section pending further
2 discussion?

3 MS. FRIESEN: I believe that's correct.

4 MR. CATTANACH: Yes, Your Honor.

5 JUDGE RENDAHL: And the impasse issues,
6 again, deal with the forecast issue and the FCC's
7 order?

8 MS. FRIESEN: Intervals, forecasting.

9 JUDGE RENDAHL: Intervals, forecasting, FCC
10 order, okay.

11 MS. YOUNG: Can I just ask one question?
12 It looks like 8.4.4.5 is new language from what you
13 had in your testimony; is that correct?

14 MS. BUMGARNER: I'm sorry?

15 MS. YOUNG: Brand new language, 8.4.4.5.

16 MR. CATTANACH: That's correct.

17 MS. YOUNG: Or was it in there before?

18 MS. HOPFENBECK: Just that it's underlined
19 now. It wasn't before.

20 MS. YOUNG: I'm sorry, I just don't have it
21 in mine. Thank you. I got it. I got it. Thanks.

22 MR. CATTANACH: Never mind.

23 MS. BUMGARNER: Oh.

24 JUDGE RENDAHL: Okay. Is there anything
25 further on this particular section? Mr. Menezes.

02287

1 will be titled Revised Section 8.4.5.

2 MS. FRIESEN: Isn't this 465?

3 JUDGE RENDAHL: No, the last one we're not
4 marking quite yet. The one we just received is --
5 the one we first received was 8.5.1.1, and we're
6 holding that aside. That would have been 464.

7 MS. FRIESEN: I appreciate that, but I
8 still have something different. I thought 8.4.4 was
9 464, 8.4.3 was 463.

10 MR. CATTANACH: One back.

11 JUDGE RENDAHL: No, 460 was the first one
12 we received, which was the three sections. Let's be
13 off the record.

14 (Discussion off the record.)

15 JUDGE RENDAHL: Let's be back on the
16 record. Revised SGAT Section 8.4.5 will be marked as
17 Exhibit 464. Let's go ahead, Ms. Bumgarner.

18 MS. BUMGARNER: This Section, 8.4.5, is
19 about ordering adjacent collocation, and that's both
20 adjacent collocation that is on property contiguous
21 to a wire center and also adjacent for remote
22 collocation.

23 And what you'll see here is that if the
24 adjacent collocation is provided in an existing Qwest
25 premise, what we're saying is it will be treated like

02288

1 physical collocation. And I think we had discussions
2 about this in the multi-state.

3 And then, for a new structure that needs to
4 be constructed, that the interval will be developed
5 on an individual case basis, and that's to account
6 for granting of permits and rights of ways, if
7 they're required, and construction by a CLEC of the
8 structure, and those were the things. And I know
9 addressing this here is somewhat out of sequence with
10 the earlier sections on adjacent, which is where we
11 talked about splitting adjacent collocation at the
12 multi-state workshop between an existing structure
13 and a new structure, so that's what we've laid out on
14 this, and it is reflected in my changes for the
15 earlier section, but --

16 JUDGE RENDAHL: Ms. Hopfenbeck.

17 MS. HOPFENBECK: This raises a question
18 about whether or not the transcript from the last
19 multi-state workshop should also be brought into this
20 workshop, because I think in the last multi-state,
21 there was a lot more discussed than has been
22 discussed here about earlier sections in collocation.
23 Is that fair? I mean, is that correct?

24 MR. CATTANACH: Fair enough.

25 MS. HOPFENBECK: To fill out the record if

02289

1 we need to do that.

2 MR. CATTANACH: We have no objection, Your
3 Honor, if we wanted to bring forward the collocation
4 transcript from the multi-state.

5 JUDGE RENDAHL: A point of clarification,
6 then. Do you wish those to be marked as exhibits or
7 just merely offered as resources to be cited?

8 MR. CATTANACH: Where I'm struggling, Your
9 Honor, I don't remember how we handled it in the
10 multi-state. I think we brought the Washington
11 transcript in, but I don't know that we marked it as
12 an exhibit. So default mechanism, we'll say we'll do
13 just as we did in the multi-state, whatever we did.

14 MS. HOPFENBECK: Don't you think it should
15 be evidence, and in which case -- I mean, it's sworn
16 testimony, it's essentially being introduced similar
17 to what an affidavit would be, and my personal
18 preference would be it would be marked as an exhibit
19 and cited as any other evidence of record.

20 JUDGE RENDAHL: That is my preference, as
21 well, but I wanted to confer with all of you as to
22 what --

23 MR. CATTANACH: I think that makes sense.

24 JUDGE RENDAHL: All right. Why don't we
25 address it first thing tomorrow in terms of a number

02290

1 to be assigned and/or numbers, depending on the
2 number of transcripts. And I assume you all will be
3 able to give me that information in the morning.
4 Hopefully.

5 MS. HOPFENBECK: Then my comment on this is
6 what is -- what is Qwest's basis for basically having
7 the intervals determined on an ICB basis for a new
8 structure? I mean, this is not really, I don't
9 think, supported by the FCC's waiver order. This
10 seems to be what you were referring to in your
11 compliance filing when you said when there are some
12 other instances where we're even going to want more
13 time.

14 MS. BUMGARNER: I thought the compliance
15 filing was the major infrastructure modifications
16 stuff, but not knowing specifically the piece you're
17 talking about, we have looked at adjacent, and I
18 think we'd had previous discussions here on adjacent
19 collocation and some of the other states, at our
20 original proposals, looked at doing ICB on adjacent
21 -- for all adjacent, mainly because in trying to
22 figure out what to do with these, first of all, we've
23 never done them before, we've never had any requests
24 for them, and then we started trying to talk through
25 what adjacent might be, and it could be a trailer, it

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1 could be some structure on the property that's in the
2 far corner of the property that has no power, has no
3 facilities to it, that you have to do trenching; it
4 could be an existing CEV that you have on the
5 property.

6 Also, just about any time that you're going
7 to have to be doing construction, whether you're
8 talking about on a wire center property or you're
9 talking about outside plant for the remote, that we
10 have to bring power or facilities or the CLECs
11 building the structures, we're going to be dealing
12 with permits, building permits, and so trying to
13 figure out intervals around this and how to deal with
14 all of these we really looked at as being something
15 we didn't have experience and we really needed to do
16 them on an ICB basis.

17 Then, in the multi-state, I mean, Ken
18 talked and we kind of talked about agreeing to split
19 it between if it truly was an existing structure
20 versus something that's brand new that's being built.
21 So we had agreed to take a shot at trying to do that.

22 MS. FRIESEN: I just wanted to concur in
23 what Margaret is saying. I think once we pull the
24 multi-state record in, you'll see there's a lot of
25 discussion about trying to come up with some kind of

02292

1 a compromise here. And setting aside for the moment
2 whether or not this complies with collocation rules
3 or the FCC's orders, Qwest is clearly moving in a
4 direction that we had discussed at the multi-state,
5 so we're very interested in looking at this.

6 JUDGE RENDAHL: Okay. So when you say
7 moving in a direction, you're not at this point in
8 agreement with the language here, but it moves in the
9 direction you had discussed in the multi-state?

10 MS. FRIESEN: Correct.

11 JUDGE RENDAHL: So at this point, you'd
12 still be at impasse on this language, pending further
13 discussion?

14 MS. FRIESEN: Right.

15 MS. HOPFENBECK: This is language, from
16 WorldCom's perspective, that I would be willing to
17 take back and possibly -- with the idea of maybe
18 being able to make some movement ourselves on it.

19 JUDGE RENDAHL: Is it more appropriate,
20 then, to label this as a takeback or is it impasse?

21 MS. HOPFENBECK: This could be a takeback
22 subject to just -- I mean, it has to be subject to
23 the general problem of the intervals for physical.
24 But assuming we were to get everything worked out
25 about forecasting in the intervals for physical --

02293

1 MS. FRIESEN: Well, for efficiency's sake,
2 why don't we call it impasse, because I think that we
3 probably aren't going to have an opportunity for
4 takeback in this forum before we have to brief it.
5 So if we call it impasse, I'm confident we'll be
6 working on it again in the multi-state, and if we
7 come to resolution, we can take it off our list of
8 briefings, but otherwise we have to try to figure out
9 how to bring the takeback back to the forum.

10 JUDGE RENDAHL: Okay. On that note, if you
11 all do -- we will call this an impasse issue. If you
12 do reach agreement on something, I will expect Qwest
13 to report that in its brief as to what the agreement
14 is and provide the appropriate language that has been
15 discussed at the time you file your brief. I won't
16 put that onus on the other parties, because I believe
17 it's Qwest's responsibility and burden to provide the
18 SGAT sections. So is that acceptable?

19 MR. CATTANACH: Yes, Your Honor.

20 JUDGE RENDAHL: If you do reach agreement
21 on collocation issues. Okay. Then let's move on.
22 Ms. Bumgarner, would we now be looking at this
23 section that was out of order, 8.5.1.1?

24 MS. BUMGARNER: No.

25 JUDGE RENDAHL: No, okay. Hold that still.

02294

1 The document circulating right now will be marked as
2 Exhibit 465, and it is labeled Revised SGAT Section
3 8.4.6, referring to ordering remote collocation.

4 MS. BUMGARNER: This section, which is
5 really only one section, the first -- actually, the
6 things that are highlighted in that particular
7 section were typographical errors. Really should be
8 about remote, and that's why the adjacent is lined
9 out, and it is just physical collocation for the
10 remote, and this really is indicating that Qwest, for
11 remote premises, the terms and conditions and
12 ordering procedures and intervals for physical
13 collocation will apply to the remote collocation, as
14 well. So this really is referencing back to physical
15 collocation as far as ordering and intervals.

16 MR. HARLOW: Covad has an issue, which we
17 discussed previously in connection with sections -- I
18 believe three, at least three other sections, which I
19 have as 4.46(a), 8.1.1.8, and 8.2.7.1, I think. And
20 the issue is whether or not virtual collocation
21 should be allowed at remote premises. And this issue
22 was listed by Staff in connection with 8.1.1.8 and
23 8.2.7.1 as impasse. I'm not sure if one is impasse,
24 but we have an exhibit that we'd like to distribute,
25 since this issue's coming up again in connection with

02295

1 this new proposed language, and then Mr. Zulevic
2 would like to address this issue further using an
3 exhibit. So I'll go ahead and --
4 MS. BUMGARNER: Can I ask a question?
5 MR. HARLOW: -- pass this around.
6 MS. BUMGARNER: You said 4.46(a)?
7 MR. HARLOW: Which is a definition of --
8 MS. BUMGARNER: Premises.
9 MR. HARLOW: That may be a mis-cite.
10 MS. BUMGARNER: There was a definition
11 agreed to on remote, which was 4.50(a). Is that the
12 one?
13 MR. HARLOW: Is that exhibit --
14 JUDGE RENDAHL: Exhibit 317.
15 MR. HARLOW: I show that as having been
16 moved to 8.2.7.1.
17 JUDGE RENDAHL: On the 28th, it appears
18 that the parties agreed to the changes to 4.50(a)
19 with the reference to 8.2.7.1 removed.
20 MR. HARLOW: I think my reference to
21 4.46(a) was in error. I don't think this issue is
22 addressed there. So it would be the other two
23 sections.
24 (Phone ringing.)
25 MR. HARLOW: I must have raised a very

02296

1 interesting issue there.

2 JUDGE RENDAHL: Let's be off the record.

3 (Discussion off the record.)

4 JUDGE RENDAHL: While we were off the
5 record, we marked as Exhibit 466 the exhibit that Mr.
6 Harlow distributed, entitled DSLAM Cabinet at the DLC
7 Remote Terminal.

8 I have a question for Ms. Bumgarner.
9 What's been marked as Exhibit 465 is labeled Section
10 8.4.6, Ordering Remote Collocation. And looking back
11 at your Exhibit 295, 8.4.6 is Ordering CLEC-to-CLEC
12 Connections. Is this a replacement for that section
13 or --

14 MS. BUMGARNER: Yeah. There -- I think in
15 the handouts that we had for the previous Washington,
16 and I may have missed it this time, was that we
17 needed to renumber -- yes, I did miss it. I
18 apologize. I had a note on the handout previously
19 that we needed to renumber, and that the ordering for
20 remote collocation would be 8.4.6.

21 JUDGE RENDAHL: Meaning that ordering for
22 CLEC-to-CLEC connections would be 8.4.7?

23 MS. BUMGARNER: Yes. And I had a note on
24 that handout that it was going to be 8.4.7. So I did
25 miss that, that note, I guess.

02297

1 JUDGE RENDAHL: Okay. Thank you. I just
2 wanted to clarify that. Okay. Mr. Zulevic, would
3 you please explain what you need to explain about
4 Exhibit 466?

5 MR. ZULEVIC: Yes, I'd be happy to. This
6 Exhibit 466 consists of two pages of an ex parte
7 presentation done to the FCC in May of this year by
8 Qwest, and it -- the ex parte itself dealt primarily
9 with describing Qwest's positions and so forth
10 relative to outside plant, remote terminal, subloop
11 unbundling, those types of issues.

12 Specifically, the reason that I want to
13 bring these two particular diagrams to the attention
14 of this proceeding has to do with the need to include
15 virtual collocation as an option for collocation in
16 the subloop area or in the remote terminal area,
17 rather than just physical collocation.

18 And the language that we've been discussing
19 here in the terms and conditions, Qwest has chosen to
20 eliminate all references to virtual collocation, and
21 it's my understanding that it's their position that
22 they don't intend to offer virtually collocated
23 equipment in remote terminals in the subloop area.

24 What I want to point out in these diagrams
25 is the way that emerging services would need to be

02298

1 offered in a subloop type arrangement at a remote
2 terminal. I've given two different scenarios. The
3 first one, on the first page, shows a DSLAM,
4 D-S-L-A-M, cabinet at the DLC remote terminal. The
5 second one shows it next to the FDI, or the feeder
6 distribution interface.

7 And in both cases, you can see that by
8 having to physically collocate equipment that would
9 provide enhanced services would require each
10 competitor to Qwest to not only put in a remote
11 DSLAM, but also put in their own copper cable or
12 arrange for Qwest to do it on their behalf, also
13 build the entire substructure required, as well, or
14 lease it from Qwest, and that would be the transport
15 capability back to the central office and back into
16 the data network.

17 You look at the second page, which is the
18 FDI proposal, and it's basically the same, whereas
19 that same infrastructure would have to be duplicated
20 at the remote terminal -- actually, at the feeder
21 distribution interface. And the feeder distribution
22 interface are basically those green boxes that are in
23 every neighborhood. And in many cases, you may have
24 -- if you want four or five different competitors, it
25 could result in having four or five separate boxes in

02299

1 each one of these locations, and as well as all the
2 supporting infrastructure that I just spoke to.

3 For this reason, it's Covad's opinion that
4 the only way that you're going to see true
5 competitive services in -- emerging services in those
6 remote terminal areas is if you find a way to do it
7 in an economically feasible way, which may very well
8 be virtual type collocation.

9 I don't see that every CLEC wishing to
10 compete for these customers is going to be able to
11 economically deploy all of this infrastructure, nor
12 do I see that, in many cases, building codes will
13 allow you to put multiple pedestals and so forth in
14 those neighborhoods. So for that reason, I'd like to
15 -- I find it necessary to have some language in here
16 under the terms and conditions that will support a
17 virtual collocation.

18 MR. HARLOW: Mr. Zulevic, has Qwest
19 indicated which of these two scenarios they are
20 pursuing, locating next to the FDI or locating next
21 to the remote terminal?

22 MR. ZULEVIC: At the emerging services
23 workshop in Colorado, Qwest indicated that they
24 intend to deploy the DSLAM at the FDI.

25 MR. HARLOW: If you could tell us, how many

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1 or perhaps how few loops might be served by -- or how
2 many customer premises, I should say, might be served
3 by each FDI?

4 MR. ZULEVIC: In a data request, and I
5 don't have the cite right in front of me, in
6 preparation for the Colorado 271 emerging services,
7 the response was 350 per interface.

8 MR. HARLOW: And how many customer premises
9 could just one CLEC's DSLAM serve if they had their
10 own DSLAM?

11 MR. ZULEVIC: Well, I think there's some
12 variation, depending on what make and model you
13 choose, but the DSLAMs that we currently use can
14 serve up to close to 2,000.

15 MR. HARLOW: That's all I have, unless you
16 have anything further, Mr. Zulevic.

17 MR. ZULEVIC: No, I don't.

18 JUDGE RENDAHL: Okay. So at this point --

19 MR. CAMPBELL: I have a couple of
20 clarifying questions.

21 MR. HARLOW: Before you do, we'd like to
22 offer Exhibit 466 for illustrative purposes.

23 MR. CATTANACH: No objection.

24 JUDGE RENDAHL: Okay. It will be admitted.

25 MR. CAMPBELL: Yes. Mr. Zulevic, in

02301

1 discussing physical versus virtual, in a virtual
2 scenario, wouldn't the same equipment be required at
3 these locations; that it's a difference of who would
4 do the installation and maintenance?

5 MR. ZULEVIC: I'm sorry.

6 MR. CAMPBELL: Or are you suggesting a
7 virtual-like approach that is not currently a virtual
8 collocation or physical collocation offering?

9 MR. HARLOW: Talking about the card-by-card
10 approach, as we call it?

11 MR. CAMPBELL: What I heard him say is
12 that, for physical, you're required to do one of
13 these kinds of configurations. It would be my
14 contention, if you do virtual, you have to do one of
15 these configurations, as well. So what I'm
16 suggesting is maybe you're looking for a third or
17 another option; it's really not physical or virtual.

18 MR. ZULEVIC: Well, I think that we could
19 virtually collocate a card in a DSLAM at a remote
20 terminal location or at a DSLAM that's been built at
21 a feeder distribution interface, as one possible
22 option.

23 MR. CAMPBELL: Which is really an option
24 not available to do with virtual collocation. It is
25 kind of a third, another approach to --

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1 MR. ZULEVIC: I think it's available. I
2 think that -- or very well could be. I think you
3 have two basic types of collocation that the FCC
4 provides for. One is virtual and one is physical.
5 What Qwest is proposing here is kind of a hybrid of
6 its own, with calling it remote terminal collocation,
7 which I think that either type of basic collocation
8 should apply there, whether, you know, if it's
9 technically feasible you should be able to virtually
10 or physically collocate in a remote location, rather
11 than having a defined term used for a specific type
12 of collocation arrangement that more clearly
13 describes the physical location of the arrangement,
14 rather than the type of arrangement.

15 MS. BUMGARNER: Isn't that kind of
16 blurring, though, that virtual collocation today is
17 you provide us the equipment that you want to use to
18 place in some space in our office and then we'll
19 maintain and install the equipment.

20 What you're talking about as far as the
21 virtual, saying you want to be able to put a plug in,
22 take one of your slots, is really putting -- is
23 really sharing our equipment?

24 MR. ZULEVIC: No, I think it's a matter of
25 size of collocation area. Do you want to speak of it

02303

1 in terms of bays, do you want to speak of it in terms
2 of shelves or slots?

3 MS. BUMGARNER: Well, I think therein lies
4 the sort of -- the fuzzy part of this, that it's an
5 emerging services kind of an issue, you know. I
6 don't know that it's been totally resolved.

7 I think, in terms of virtual collocation,
8 it's our view that it's not really resolved, whether
9 or not we need to provide virtual collocation in
10 remote premises. One of the things that the FCC has
11 teed up in their order on reconsideration and second
12 further notice of proposed rule-making in CC Docket
13 98-147 and fifth further notice of proposed
14 rule-making in CC Docket 96-98 -- this was released
15 August 10th. It's FCC 00-297.

16 The further notice part of this tees up a
17 lot of questions from the FCC. And part of those,
18 specifically, when you get back, it's like around
19 paragraphs 110 through 112, but I know that in 112,
20 it asked about -- we asked commenters to suggest how
21 we might amend our virtual collocation rules to
22 facilitate subloop unbundling and access to remote
23 terminals. And they had various questions that they
24 ask here about virtual collocation.

25 So I -- you know, and it goes on to talk

02304

1 about line sharing and stuff in this further notice,
2 but I would say it's not all that crystal clear on
3 how that works.

4 MR. ZULEVIC: And I agree, to a certain
5 extent, that the in-depth discussion of this belongs
6 in an emerging services environment. However, to the
7 extent that something that we agree to or disagree
8 with in this environment with respect to language
9 along the lines of virtual and physical, I think that
10 that absolutely needs to be clarified at this point.

11 And you know, the reality of it is that
12 more and more of your network intelligence is moving
13 further and further out into the network, which is
14 what's happening with the DSLAMs, putting them out
15 there. Just as when collocation was first created,
16 it was acknowledged by every regulatory Commission in
17 the country that competition was never going to
18 happen if every single CLEC had to build their own
19 central office.

20 I would like to say that the same thing is
21 never going to happen if every CLEC has to build
22 their entire infrastructure to reach the customers in
23 more distant parts of the network, and especially to
24 be able to provide a competitive level of service.

25 So this is something that's going to be

02305

1 decided, I'm sure, as part of that notice of proposed
2 rule-making or petition for reconsideration, but I
3 think it's something that we have to lay the
4 groundwork for in this forum, because competition is
5 a very important thing to this Commission, and if
6 they really want to see it, then this is the time to
7 start moving in that direction.

8 JUDGE RENDAHL: I have a question for you,
9 Mr. Zulevic. Your objection to deleting virtual and
10 just leaving physical collocation, I take it it
11 doesn't just apply to the proposal in Section 8.4.6?

12 MR. ZULEVIC: No.

13 JUDGE RENDAHL: That in prior paragraphs
14 and prior sections where Qwest has proposed to delete
15 virtual and just leave physical, that your objection
16 applies to that, as well?

17 MR. ZULEVIC: Yes, that's correct.

18 MR. HSIAO: Can I just seek some
19 clarification on this. I thought -- my understanding
20 was that Qwest was currently working on new language
21 for remote collocation.

22 MS. BUMGARNER: I have new language for
23 remote. I guess we'll get to it at the multi-state.
24 It's a takeback issue.

25 MR. HSIAO: It is hard to, you know,

02306

1 understand the language in this exhibit if you don't
2 really know what your current proposal is.

3 MS. BUMGARNER: I know. We started in the
4 middle, so --

5 MR. HARLOW: Does the new language provide
6 for virtual collo?

7 MS. BUMGARNER: No.

8 MR. HARLOW: Are we at impasse on that
9 issue?

10 MS. BUMGARNER: We are at impasse, and I
11 think we were at impasse on that previously.

12 MR. CAMPBELL: I'd like to make a
13 clarification, too. Even if we added virtual back
14 in, it does not address what Mr. Zulevic is
15 requesting, as we know and define virtual collocation
16 today.

17 JUDGE RENDAHL: Is this just a Covad
18 impasse issue or is it all CLECs?

19 MS. FRIESEN: All CLECs.

20 MR. CAMPBELL: It's all.

21 JUDGE RENDAHL: Okay. Well, it appears
22 we're -- I'm sorry, I didn't mean to cut you off.

23 MR. HSIAO: Let me just ask one question,
24 Mr. Campbell. In a situation where you have a CEV,
25 controlled environmental vault, you can have virtual

02307

1 collocation there. There's no technically -- there's
2 no reason that that's technically --

3 MR. CAMPBELL: No, there is -- yes, if we
4 had a CEV and we have existing space for remote
5 collocation purposes, you can utilize that space
6 using physical collocation. That's what we're
7 offering. If you're asking the question,
8 technically, is that space where you would give us
9 the equipment, we would install it, we would maintain
10 it, is that technically any different, no.

11 MR. HARLOW: Let me ask a clarification, as
12 well. Well, first of all, is our understanding
13 correct that Qwest intends to deploy advanced
14 services by locating, I guess, a DSLAM cabinet next
15 to its FDI's?

16 MS. BUMGARNER: Some will be next to the
17 FDI's. Probably the majority. You know, I don't know
18 what's being portrayed at the emerging services, but
19 as I understand it, most of them will be close to the
20 FDI, others may be in some existing remote terminal
21 cabinets that we have, but most of them will be.

22 MR. HARLOW: As I understand the previous
23 proposal for Section 8.2.7, that one of the issues to
24 be addressed still is whether those cabinets, when
25 Qwest constructs them, whether they'll contain

02308

1 additional space for a CLEC or CLECs to collocate in
2 those cabinets.

3 MS. BUMGARNER: They will. It's just like
4 our requirements for physical collocation in any
5 other -- if we have a requirement, I believe the
6 words are taken into account or take into
7 consideration the CLEC need for more building, new
8 space, new cabinets. So yes, we will be forecasting
9 CLEC needs or CLEC needs in those cabinets.

10 MR. HARLOW: Assuming, hypothetically, that
11 there's a Qwest DSLAM in one of these cabinets and
12 you had space for an extra card, if Qwest were not
13 willing to allow a CLEC to virtually locate an
14 additional card in one of those empty slots, would
15 Qwest be willing to allow the CLEC to physically
16 collocate its own card in one of those slots and do
17 the installation and the maintenance and connect the
18 loops to it and so forth?

19 MS. BUMGARNER: No. And see, I think
20 that's where you're now beyond really talking
21 collocation and I think you're into the emerging
22 services about plug and play and how the advanced
23 services ought to be handled.

24 If we're talking about the space to deploy
25 equipment or field connection points, you know,

02309

1 clearly we will treat those as physical collocation.
2 I think now we're kind of getting into the area of
3 sharing of the data type equipment. And I don't
4 believe that that's collocation. I mean, Covad may
5 believe that it's collocation. I don't believe that
6 it's collocation.

7 JUDGE RENDAHL: Okay. Mr. Wilson.

8 MR. WILSON: I believe what Covad is
9 suggesting is an efficient means of collocation.
10 It's certainly not ruled out by the current
11 definition of virtual collocation, which would seem
12 to encompass what Covad is saying. And this would
13 allow efficient and cost-effective means for a CLEC
14 to collocate in a DSLAM. Given the space
15 constraints, it might be the only way that,
16 effectively, a CLEC can collocate equipment out in
17 the field to accomplish providing competition to
18 large neighborhoods for DSL services. So I think
19 this should be -- it should definitely be considered
20 as a viable alternative.

21 JUDGE RENDAHL: Ms. Hopfenbeck, and then I
22 think we will end this and move on.

23 MS. HOPFENBECK: Just one more question to
24 complete the foundation on this issue. Is my
25 understanding correct that a customer that is served

02310

1 by a digital loop carrier cannot be provided advanced
2 services via a DSLAM that's located at the central
3 office; isn't that right?

4 MS. BUMGARNER: On the distance, is that --

5 MS. HOPFENBECK: Well, wouldn't you agree
6 that one of the reasons why it's important to have
7 the DSLAM located at the remote terminal or near the
8 FDI is because there are certain customers, because
9 they are served -- it's basically not copper to the
10 home, that you can't provision advanced services to
11 those customers via a DSLAM located in the central
12 office? That DSLAM has to be located at the feeder
13 distribution interface, essentially where the copper
14 --

15 MR. CAMPBELL: That's not entirely true.
16 You are limited by these. However, there are DSLAMs
17 that provide IDSL services via a digital line
18 carrier. That's not the full array of xDSL
19 capabilities. In order to get the full array of xDSL
20 capabilities, you do need to maintain distance
21 limitations.

22 MS. HOPFENBECK: Thank you.

23 MR. ZULEVIC: The IDLC is limited basically
24 to 144 kilobits per second.

25 MR. CAMPBELL: I would agree with that.

02311

1 It's a limiting factor. That's very true.

2 JUDGE RENDAHL: Mr. Wilson, and then I
3 think we'll conclude.

4 MR. WILSON: I'd like to suggest a change
5 to what was handed out for 8.4.6.1, which is Exhibit
6 465. In the second line, right before the word
7 premises, I think it should say remote premises. So
8 it would now read, "If remote collocation is provided
9 within an existing Qwest remote premises," and then
10 it goes on. Just a clarification.

11 MS. BUMGARNER: That's fine.

12 MR. WILSON: And then one slight
13 correction. Ms. Bumgarner mentioned the field
14 connection point as a separate box or entity where
15 collocation could occur. I think it was clarified in
16 the enhanced services or emerging services workshop
17 in Colorado that Qwest is now defining the FCT as the
18 actual point of interface, rather than a separate
19 box.

20 So for instance, in Mr. Zulevic's example
21 of virtually collocating a card, the FCP would be the
22 contact point between the card or could be considered
23 the contact point between the card and the connector
24 in the Qwest equipment. So I don't think that would
25 be in conflict with the FCP as it's now being

02312

1 defined.

2 MR. CAMPBELL: Mr. Wilson, I'm not sure I'm
3 totally understanding what you said. It's my
4 understanding that the FCP is the connections, okay.
5 The physical wiring takes place, which is separate
6 from the electronics or the card would go in. The
7 issue of the packaging and where those physically
8 reside, they could be together potentially in the
9 same cabinet. Most likely, they're not; they're
10 adjacent with the physical equipment with connection
11 to another box that could be an existing box,
12 coexisting with both Qwest and co-carrier connections
13 in it. But it's not the point where the card
14 connects as it goes in.

15 MR. WILSON: Well, I was --

16 MR. CAMPBELL: Did I misrepresent what I
17 thought I heard?

18 MR. WILSON: Well, in emerging services, we
19 discussed that the FCP was the point where the CLEC
20 wires or facilities meet the Qwest wires or
21 facilities.

22 MS. BUMGARNER: Right.

23 MR. WILSON: What I'm saying is I don't
24 think that that concept rules out that the contact
25 could be a connector between a piece of equipment and

02313

1 connector block. I don't think it rules it out.

2 Initially, Qwest's position seemed to be
3 that the FCP was itself a separate box, and we've
4 kind of gotten past that. And that's mostly what I
5 wanted to correct. It's not -- the FCP is not a
6 separate box, as I understand it.

7 MS. BUMGARNER: No, and I think that came
8 up in the first workshop we had. And I thought it
9 was being done within the emerging services and did
10 go back and asked the questions, and they told me
11 that, no, it was not separate. Even though the
12 pictures that were drawn, people have a tendency to
13 make it a little box and put FCP in it, it really is
14 not separate. It's in the FDI.

15 MR. ZULEVIC: Yes, I think that was
16 clarified and the language in the SGAT in emerging
17 services dealing with that was clarified to show that
18 FCP could be a part of an existing box that Qwest
19 has, not necessarily a new one that has to be built
20 strictly for the collocator.

21 However, to Ken's point, that point of
22 separation, if you will, that the FCP is designed to
23 accommodate could take place in the card just as
24 easily as it could in a cross-connect box, and it
25 would be a clear FCP concept that takes place there.

02314

1 JUDGE RENDAHL: Okay. I think that we have
2 sufficient information on the record on this
3 particular point, some of it which transcends the
4 issue and go into emerging services. I expect we
5 will be hearing back on that when we get there.
6 Let's move on, given that we have a half an hour
7 left. Does anyone need a break for five minutes
8 before we keep going? Okay. Let's take a break.
9 (Recess taken.)
10 JUDGE RENDAHL: Let's be back on the
11 record. We have 20 minutes remaining on collocation.
12 How do we wish to handle it?
13 MS. BUMGARNER: Okay.
14 JUDGE RENDAHL: Just keep plugging away?
15 MS. BUMGARNER: Sure. Okay. Now I think
16 we're to the one that we handed out out of order.
17 JUDGE RENDAHL: 8.5.1.1?
18 MS. BUMGARNER: Yes.
19 MR. KOPTA: What about 8.4.7?
20 JUDGE RENDAHL: My understanding on 8.4.7
21 is that merely you have changed the numbering without
22 changing any of the language; is that correct or not?
23 MS. BUMGARNER: No, Greg may be right. I
24 may have missed it from the previous workshop.
25 JUDGE RENDAHL: Didn't we address CLEC --

02315

1 MS. BUMGARNER: We handed it out at the pre
2 -- or no, we didn't. At the previous workshops, we
3 didn't get to it. We had put it over on the table so
4 people could take copies of it when they left as
5 informational. And you know, I did miss it, 8.4.7,
6 which is ordering CLEC-to-CLEC connections. I could
7 bring back copies of this tomorrow, because if people
8 here took copies of it, and I think probably Mr.
9 Kopta did, the ordering on the CLEC-to-CLEC
10 connections is laid out pretty much the way we had
11 those previous sections on ordering, which is the
12 application, the quotation, the acceptance, and then
13 the intervals for that.

14 JUDGE RENDAHL: Is that something that you
15 would bring in as an exhibit for information purposes
16 tomorrow?

17 MS. BUMGARNER: I could do that if that
18 would help. It's pretty much the same things we
19 talked about before. I could look through here and
20 check to make sure that we've got calendar days in
21 one place. I think, in terms of issues around
22 intervals themselves, CLEC-to-CLEC connections are
23 not an FCC requirement, and so, you know, we've laid
24 out the intervals here. They're, you know, based on
25 what we have for kind of the Washington intervals in

02316

1 terms of, like, forecasting.

2 JUDGE RENDAHL: Instead of addressing
3 what's in your proposed change at the moment, I think
4 maybe it's best to --

5 MS. BUMGARNER: Bring it.

6 JUDGE RENDAHL: -- tomorrow morning,
7 distribute copies. I would like to mark it now,
8 though, just as a placeholder. And so a Revised SGAT
9 Section 8.4.7 would be Exhibit 467, and that will be
10 distributed in the morning. And I know that is an
11 issue that is of interest to XO Washington, and we
12 had significant discussion about it. If people did
13 have -- is the copy that you intend to introduce
14 tomorrow the same as what you distributed at the end
15 of the workshop in late November?

16 MS. BUMGARNER: Yes, I think it is. I
17 don't -- I don't believe there were any other changes
18 that -- because the changes that we had on the
19 previous sections were really partly from the FCC
20 interim order, that if the Washington rules don't
21 apply because they didn't get a forecast, it defaults
22 to the FCC, and so that was the changes that we had
23 reflected in those, and this one was not, so it's the
24 same as what was handed out before. I can bring in a
25 copy of it.

02317

1 JUDGE RENDAHL: Okay. What I would like
2 you to do is bring sufficient copies to circulate to
3 the group. But for those people who did pick up
4 copies at the last workshop, to give us a little
5 advance bump tomorrow morning, look at it, review it,
6 and be prepared to discuss it very briefly in the
7 morning so we don't skip that particular point.
8 Okay. What is the next section, Ms.
9 Bumgarner? Is it 8.5.1.1, then?
10 MS. BUMGARNER: Yes.
11 JUDGE RENDAHL: Okay.
12 MS. BUMGARNER: I apologize. Did you
13 number the one --
14 JUDGE RENDAHL: I numbered that as Exhibit
15 467.
16 MS. BUMGARNER: Thank you.
17 JUDGE RENDAHL: But we won't -- we'll
18 address it again tomorrow, when you circulate copies
19 to everyone. Ms. Hopfenbeck.
20 MS. HOPFENBECK: This raises a question. I
21 have the one that was distributed previously, which
22 indicates that there are certain changes on it that
23 are Washington-specific changes, which raises another
24 question in my mind, which is that we're 15 minutes
25 away from finishing collocation. It does seem to be

02318

1 appropriate that, to the extent that there are any
2 other changes to collocation provisions that are
3 Washington-specific, even if we don't finish them
4 today, we ought to get through them in these three
5 days, because they won't be addressed in any other
6 state's workshop.

7 MR. CATTANACH: We agree to that.

8 JUDGE RENDAHL: Okay. I agree that we need
9 to address this one, and if there are other
10 Washington-specific issues that we don't get through
11 today, if you all would please identify them tonight
12 and we will discuss them very briefly tomorrow. I
13 really don't want to take most of the morning on
14 collocation tomorrow, however.

15 Okay. The next section is 8.5.1.1, and
16 we've received a handout, which will be marked as
17 Exhibit 468, as Revised SGAT Section 8.5.1.1.

18 MS. BUMGARNER: This 8.5.1.1 is in the
19 billing section for collocation. It's actually been
20 an open issue previously. We have made some changes
21 to this, which reflect the fact that CLECs can
22 process orders to have them completed coincident with
23 the completion of collocation, and that we have
24 offered the -- what I think we've talked about
25 previously as the dangling LUDIT, but, anyway,

02319

1 allowing the CLEC the ability to complete services at
2 the same time as the collocation, rather than waiting
3 to place their orders after the collocation is
4 totally completed. So that's the changes that we
5 have made to this particular section.

6 JUDGE RENDAHL: Mr. Kopta.

7 MR. KOPTA: Yes, thank you. I'm a little
8 unclear about the language that you have suggested to
9 modify in this section, and specifically, the way
10 that you phrase it, it states, at the last of the
11 fourth line where the shading begins, "Qwest will
12 activate CLECs' service order requests for transport
13 services," et cetera, and that leads me, at least as
14 the language indicates, to think that the CLEC can
15 submit the order, but Qwest won't do anything with it
16 until the collocation is complete, and I don't think
17 that's what you mean, but --

18 MS. BUMGARNER: No, I think they used that
19 choice of words to indicate that it would be
20 provisioned and then it would be turned up when they
21 received the final payment. They will activate the
22 service at that point. I think that's what their
23 intent was. I don't know if there's a better way to
24 describe it.

25 MR. REYNOLDS: How about process? We will

02320

1 process?

2 MR. KOPTA: No, that's sort of the problem
3 that I'm talking about, because you will have
4 processed the order. It's only -- you'll have
5 everything in place; it's just that you turn up the
6 service itself as soon as the completion of the
7 collocation.

8 MS. FRIESEN: Can't you just delete out a
9 few things here, so the sentence will read, "Qwest
10 will activate CLEC transport services and/or UNES or
11 ancillary services coincident with completion of the
12 collocation," striking "service order request for."

13 MS. BUMGARNER: Would that help, Greg?

14 MR. KOPTA: Yes.

15 MR. CATTANACH: Fine.

16 MS. BUMGARNER: Delete service order
17 request for -- well, the "for Qwest" was already
18 gone. So it would read, "Qwest will activate CLEC
19 transport services and/or UNES or ancillary services
20 coincident with completion of the collocation."

21 MR. CATTANACH: I don't think --

22 JUDGE RENDAHL: So that's an agreement with
23 that language. Is everyone okay with this section?

24 MR. WILSON: We are.

25 JUDGE RENDAHL: Okay. Agreement. Let's

02321

1 move on.

2 MR. ZULEVIC: Can I ask a quick question on
3 this?

4 JUDGE RENDAHL: A very quick question.
5 Please go ahead. Okay. We need to be quiet so we
6 can hear what's being discussed.

7 MR. ZULEVIC: Going back to what we
8 discussed earlier about five-day walk-through prior
9 to collocation completion and so forth, is that --
10 would that mean that that has already taken place?
11 Is that what constitutes completion, is when you
12 finished your build, we've done a walk-through and we
13 have accepted the collocation, then the non -- then
14 the recurring starts and then the (inaudible) --

15 MS. BUMGARNER: Right.

16 JUDGE RENDAHL: Ms. Bumgarner, you --

17 MR. ZULEVIC: If you don't accept the
18 collocation, then it will be delayed until whatever
19 was unacceptable was corrected? Okay, thank you.

20 JUDGE RENDAHL: Is that a yes?

21 MS. BUMGARNER: I'm sorry, yes.

22 JUDGE RENDAHL: Okay. You'll need to speak
23 up. I think we missed a few words there somewhere
24 along the way.

25 MR. KOPTA: May I interrupt just one more

02322

1 time? Just thinking about this some more, it may be
2 that we want to cross-reference the section that was
3 added that talks about the ability to order the
4 services, which is, I think, 8.4.1.10.

5 JUDGE RENDAHL: And how do you propose to
6 do that?

7 MR. KOPTA: Just as I'm doing this off the
8 top of my head, it may be that we want to insert,
9 "Qwest will activate CLEC orders made pursuant to
10 Section 8.4.1.10."

11 MS. HOPFENBECK: How about, "Qwest will
12 activate transport services, UNEs, and/or ancillary
13 services ordered pursuant to."

14 MR. KOPTA: Yeah, that would work too.

15 JUDGE RENDAHL: Ordered pursuant to Section
16 8.4.1.10?

17 MS. HOPFENBECK: Ordered in accordance
18 with, whatever.

19 MR. CATTANACH: In accordance with is
20 probably better.

21 MR. KOPTA: Yes.

22 JUDGE RENDAHL: Okay. So we'll change, add
23 the language, "Order in accordance with Section
24 8.4.1.10." With those two changes to this paragraph,
25 are we in agreement? Hearing no objection, I'll say

02323

1 yes. And let's keep moving.

2 MS. BUMGARNER: I believe that, based on
3 the discussions --

4 JUDGE RENDAHL: Can you speak up, please?

5 MS. BUMGARNER: I'm sorry. Based on the
6 discussions that we had in Colorado, where we did go
7 through the next -- the next thing, I show that we've
8 reached agreement on the sections up to the very
9 last, I believe, section, which is, yeah, 8.6.3,
10 which is dealing with the interconnection

11 distribution frame, and I believe this was -- AT&T
12 had requested clarification language for ICDF about
13 who was responsible for the jumper and the
14 maintenance and stuff on it, and so we added some
15 clarifying language on this particular section.

16 JUDGE RENDAHL: And do you have that
17 language?

18 MS. BUMGARNER: It was actually in the
19 original exhibit, which was the MSB-34.

20 JUDGE RENDAHL: Exhibit 295.

21 MS. BUMGARNER: Yes, that we had the
22 proposed language in that. And I don't know if Ken
23 or AT&T has looked at that. This was a very long
24 time ago.

25 MS. FRIESEN: In honesty, our notes -- my

02324

1 notes from Colorado aren't reflecting that, but if
2 you give us a minute, we might be able to --

3 MR. CATTANACH: Could we go off the record
4 just for one second while we're doing that? There's
5 a housekeeping item that we could take care of real
6 quick.

7 JUDGE RENDAHL: Let's be off the record.
8 (Discussion off the record.)

9 JUDGE RENDAHL: Back on the record. While
10 we were off the record, Qwest circulated the draft
11 language for Section 8.4.1.7 that we discussed
12 earlier today. That has been marked as Exhibit 469,
13 and referred to as Revised SGAT Section 8.4.1.7.

14 I'll ask, given that we're at five to 5:00,
15 I'll ask the parties to review this tonight, and
16 again, we'll address any possible changes that
17 parties wish to make in the morning. I would like to
18 take from 8:30 until 9:00 to finish collocation in
19 the morning. So any issues that we need to address
20 in collocation, we will do so in that half hour.

21 And to get back to the issues we were just
22 discussing on Section 8.6.3 and the previous
23 sections, is it correct that, except for Section
24 8.6.3, there is agreement on the sections, or that's
25 not, Ms. Friesen, what you understand?

02325

1 MS. FRIESEN: That is not what I recalled.
2 In fairness to Qwest, I would have to go back and get
3 my Colorado notes. The notes that I brought with me,
4 which reflect where we currently are, does not show
5 that as agreed to. So I can report back at some
6 point, if you like, or maybe we can call it impasse
7 for now and then take it off the table and get back.

8 MS. BUMGARNER: I will look, too. It might
9 even be in your testimony. Somewhere there was a
10 request about clarifying on the ICDF, and I thought
11 it was Colorado, but --

12 JUDGE RENDAHL: Okay. Just for
13 clarification, are there any objections to the
14 language in Section 8.5.2 or 8.5.3? That's in
15 Exhibit 295. Or at this point, are we needing to
16 look at this tonight? I'll recap that. We've
17 finished looking at 8.5.1.1. Do parties need to
18 review tonight where we are from there until the end
19 and report back in the morning?

20 MR. WILSON: Yes.

21 JUDGE RENDAHL: Okay. Why don't we end it
22 at that point. We'll come back, and from 8:30 to
23 9:00, we will finish up collocation, and then move on
24 to pick and choose -- I'm sorry, move on to
25 interconnection, and then, at 1:00, we'll pick up

02326

1 pick and choose and number portability.

2 MS. FRIESEN: Can I ask one more question?

3 JUDGE RENDAHL: Let's be -- do you want it
4 on the record or off?

5 MS. FRIESEN: It can be off.

6 JUDGE RENDAHL: Okay. Let's be off the
7 record.

8 (Proceedings adjourned at 5:00 p.m.)

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