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13 ADMINISTRATION.

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WITNESS:	DIRECT	CROSS	REDIRECT	RECROSS	EXAM
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MARY M. TAYLOR					
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1 I N D E X

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1 P R O C E E D I N G S

2 JUDGE CLISHE: The hearing will come to
3 order. The Utilities and Transportation Commission has
4 set for hearing Docket No. UT-920474, the Commission's
5 complaint against U. S. West Communications.

6 The hearing is taking place on February 5,
7 1993, at Olympia before Administrative Law Judge
8 Christine Clishe at the Office of Administrative
9 Hearings.

10 The hearing today is to take testimony from
11 the witnesses from the Commission Staff and
12 Intervenors.

13 I would like to take appearances beginning
14 with U. S. West, please.

15 MS. HASTINGS: My name is Molly Hastings.
16 My address is 1600 Seventh Avenue, Room 3206, Seattle,
17 Washington 98191. Along with Ed Shaw, I represent
18 U. S. West Communications, Inc.

19 JUDGE CLISHE: We have a post office box for
20 you. Is that where you receive your mail?

21 MS. HASTINGS: It could go to the address I
22 gave the court reporter.

23 JUDGE CLISHE: Thank you.

24 MS. HASTINGS: You bet.

25 JUDGE CLISHE: And for Commission Staff?

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1 MS. BROWN: Sally G. Brown, Assistant
2 Attorney General, 1400 South Evergreen Park Drive
3 Southwest, Olympia, Washington 98504.

4 JUDGE CLISHE: Thank you.
5 Public counsel?

6 MR. GARLING: William Garling, Jr.,
7 Assistant Attorney General, representing public
8 counsel. Our address is 900 Fourth Avenue, Suite 2000,
9 Seattle, Washington 98164.

10 JUDGE CLISHE: Thank you.

11 And for Intervenors?

12 MR. KOONTZ: Jeff Koontz representing
13 Advanced Telecom Management, general counsel, 13555
14 Southeast 36th Street, Suite 280, Bellevue, Washington
15 98006.

16 MR. CURRAN: Robert G. Curran, 1201 Third
17 Avenue, Seattle Washington 98101, Ryan, Swanson and
18 Cleveland representing Viscount Industries, Ltd.

19 JUDGE CLISHE: Is there anyone else who
20 needs to enter an appearance this morning?

21 Hearing no response, let me inquire if
22 anyone knows anything about Mr. Butler, who is
23 representing intervenor Tracer? Is Tracer not planning
24 to appear? Do you know?

25

MS. HASTINGS: Tracer is not planning to

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1 appear and Mr. Butler has authorized me to tell you
2 that he has approved the stipulation agreement and has
3 authorized us to sign on his behalf.

4 JUDGE CLISHE: Thank you, Miss Hastings.

5 This morning we're a little late because of
6 having to move from one hearing room to another. I
7 think now we're at the point of proceeding.

8 I understand and I did receive from Ms.
9 Brown yesterday afternoon a stipulated settlement. Do
10 you want to tell me about what this is? Or do you want
11 to have Miss Hastings do that, Miss Brown?

12 MS. BROWN: What I propose is to have the
13 testimony of Mr. Tom Spinks and Miss Mary Taylor marked
14 for identification, and before we discuss the contents
15 of the proposed stipulation and settlement agreement I
16 would like to have their testimony admitted into
17 evidence.

18 JUDGE CLISHE: All right. Do you have
19 copies of that? I have my copies, but I don't think
20 the official record needs to have my underlining and so
21 forth.

22 MS. BROWN: I do not have extra copies.

23 JUDGE CLISHE: I can use this to put in
24 here. If you want to give me a clean copy to take to

25 the record center after we have had it included as an

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1 exhibit, too. I didn't realize you didn't have extra
2 copies.

3 I will mark for identification as Exhibit 7
4 what is specified as TLS-1, the testimony of Thomas L.
5 Spinks.

6 (Marked Exhibit T-7.)

7 JUDGE CLISHE: Did you want me to mark Miss
8 Taylor's now, as well?

9 MS. BROWN: This is an exhibit, too.

10 JUDGE CLISHE: And I'll mark for
11 identification as Exhibit 8 what is identified as
12 TLS-2, the Exhibit of Thomas L. Spinks.

13 (Marked Exhibit 8.)

14 MR. GARLING: Pardon me, is the exhibit of
15 Tom Spinks, is that Exhibit 7 or T-7?

16 JUDGE CLISHE: You're right. T-7. Thank
17 you.

18 We have got T-7 and Exhibit 8.

19 Did you want me to mark Miss Taylor's also?

20 JUDGE CLISHE: All right. I'll mark for
21 identification as Exhibit T-9 the testimony of Mary M.
22 Taylor, and it's indicated MMT Testimony. And I'll
23 mark for identification as Exhibit 10 what is
24 identified as MMT-2, the Exhibit of Mary M. Taylor.

25 (Marked Exhibits T-9 and 10.)

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1 JUDGE CLISHE: Are we ready?

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THOMAS L. SPINKS,

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witness herein, being first duly

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sworn, was examined and testified

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as follows:

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JUDGE CLISHE: Miss Brown, your witness is

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sworn.

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MS. BROWN: Thank you.

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D I R E C T E X A M I N A T I O N

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BY MS. BROWN:

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Q. Would you state your full name for the

15

record, spelling the last?

16

A. Thomas L. Spinks, S-p-i-n-k-s.

17

Q. What's your business address?

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A. My business address is 1300 South Evergreen

19

Park Drive Southwest, Olympia, Washington 98504.

20

Q. What is your occupation and by whom are you

21

employed?

22

A. I'm employed by the Washington Utilities and

23

Transportation Commission as a utility rate research

24

specialist.

25 Q. In preparation for your testimony here

(SPINKS - DIRECT BY BROWN)

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1 today, did you pre-file testimony and exhibits?

2 A. Yes, I did.

3 Q. Was that testimony prepared by you?

4 A. Yes, it was.

5 Q. Do you have your testimony before you?

6 A. Yes, I do.

7 Q. If I were to ask you the same questions that

8 are asked in this prefiled testimony, would your

9 answers be the same today as they were then?

10 A. Yes, they would.

11 MS. BROWN: Staff moves for admission of

12 Exhibits T-7 and 8.

13 JUDGE CLISHE: Is there any objection to

14 Exhibits T-7 and 8 being included in the hearing

15 record?

16 Hearing no objection, I'll admit Exhibits

17 T-7 and 8 into evidence in the hearing record.

18 (Received Exhibits T-7 and 8.)

19 MS. BROWN: The Staff now calls Miss Mary

20 Taylor.

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MARY M. TAYLOR,

(SPINKS - DIRECT BY BROWN)

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1 witness herein, being first duly
2 sworn, was examined and testified
3 as follows:
4

5 DIRECT EXAMINATION

6 BY MS. BROWN:

7 Q. Would you state your full name for the
8 record, spelling the last?

9 A. Mary M. Taylor, T-a-y-l-o-r.

10 Q. What's your business address?

11 A. 1300 South Evergreen Park Drive Southwest,
12 Olympia, Washington 98504.

13 Q. What is your occupation and by whom are you
14 employed?

15 A. I'm employed by the Washington Utilities and
16 Transportation Commission as a utilities service
17 examiner 3.

18 Q. In preparation for your testimony here
19 today, did you pre-file direct testimony and exhibits?

20 A. Yes.

21 Q. Was that testimony prepared by you?

22 A. Yes.

23 Q. Do you have your testimony before you?

24 A. Yes.

25 Q. If I were to ask you the same questions that

(TAYLOR - DIRECT BY BROWN)

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1 are asked in that prefiled testimony, would your
2 answers be the same today as then?

3 A. Yes.

4 MS. BROWN: Staff moves for admission of T-9
5 and 10, please.

6 JUDGE CLISHE: Are there any objections to
7 Exhibits T-9 and 10 being included in the hearing
8 record?

9 Hearing no objection I'll admit Exhibits T-9
10 and 10 into the hearing record.

11 (Received Exhibits T-9 and 10.)

12 MS. BROWN: Staff calls Mr. Tom Spinks.

13 JUDGE CLISHE: Mr. Spinks, you're still
14 under oath from about three minutes ago.

15 All right, go ahead, Miss Brown.

16

17 THOMAS L. SPINKS,

18 witness herein, having been previously

19 duly sworn, was examined and testified

20 as follows:

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25

(SPINKS - DIRECT BY BROWN)

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1 D I R E C T E X A M I N A T I O N

2 (resumed)

3 BY MS. BROWN:

4 Q. Mr. Spinks, has the company and the Staff
5 and some of the intervenors reached a settlement
6 agreement in this docket?

7 A. Yes, we have.

8 Q. Can you summarize how the concerns raised in
9 your prefiled direct testimony are resolved by the
10 settlement agreement?

11 A. Yes, I can. On Pages 1 and 2 of my
12 testimony, I identify concerns regarding the Company's
13 interpretation of FCC Part 68 revisions for
14 establishing telecommunications company point of
15 network termination for multi-tenant buildings, and I
16 raised concerns with the cost responsibilities for
17 facilities on customers' property and concerns with the
18 treatment of existing regulated investment beyond the
19 point of network termination.

20 MR. CURRAN: Your Honor, for the record
21 could we indicate Mr. Spinks is reading from prepared
22 remarks in answering this?

23 MS. BROWN: That's fine if you want the
24 record to so reflect.

25 JUDGE CLISHE: I didn't even notice that,

(SPINKS - DIRECT BY BROWN)

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1 Mr. Curran. But, yes, it appears that he is.

2 Go ahead.

3 THE WITNESS: Thank you.

4 As a result of these concerns, Staff
5 recommended first that the occupations posted by the
6 company for multi-tenant buildings built after August
7 13, 1990, be extended to all multi-tenant buildings.
8 Exhibit A to the settlement agreement contains this
9 provision.

10 Second, Staff recommended that the Company
11 offer an optional wire inside diagnostic plan. Exhibit
12 B contains provisions designed to negate the need for a
13 diagnostic plan. These provisions will be explained by
14 Staff witness Mary Taylor.

15 Third, Staff recommended that beyond the
16 demarcation point be amortized over an appropriate time
17 period. The settlement agreement sets forth
18 amortization provisions.

19 Fourth, we recommended that the Company
20 refrain from using claims of ownership as a basis for
21 restricting the removal, replacement, rearrangement, or
22 maintenance of any cable on the customer's side of the
23 demarcation point. Exhibit A to the settlement
24 agreement contains that provision.

25 Fifth, Staff recommended that the Company

(SPINKS - DIRECT BY BROWN)

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1 make available whatever records of building wire that
2 exist at a cost of \$5 per sheet. Exhibit A contains
3 such provision.

4 Finally, Staff recommended that the tariff
5 revisions not become effective before July 1, 1993, in
6 order to notify all customers of the impending changes.
7 The proposed effective date for the revised tariff
8 shown in Exhibit A is July 1, 1993.

9 In summary, Staff believes that all of the
10 major concerns raised by Staff in testimony are
11 addressed by the proposed settlement and, therefore,
12 Staff recommends that the Commission adopt the
13 agreement.

14 BY MS. BROWN:

15 Q. Were any of your recommendations not
16 included in the proposed settlement agreement?

17 A. Yes. The one recommendation regarding the
18 Company's assuming cost responsibility for facilities
19 on customer property up to the demarcation point is not
20 a part of the settlement agreement.

21 In discussing this recommendation with the
22 Company, information was provided to Staff that shows
23 that it is impractical to require the Company to be
24 responsible for those facilities because in many cases

25 the facility in question is a shared facility which

(SPINKS - DIRECT BY BROWN)

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1 includes gas, electric, and steam plant.

2 In addition, the Company has historically
3 required customers to be responsible for these
4 facilities in the existing tariffs in this state as
5 well as other states.

6 For these reasons I believe the
7 recommendation should not be included in the
8 settlement.

9 Q. Can you explain the details of the proposed
10 amortization?

11 A. Yes. The proposal is to amortize all
12 existing investment in the integral and cable plant
13 accounts. The reason for proposing that all investment
14 be amortized is because of the difficulty and costs
15 involved in trying to identify investment in individual
16 buildings.

17 This investment is contained in FCC plant
18 account 2426. The amount of net investment in this
19 account as of December 31, 1992, is approximately \$22
20 million.

21 The seven-year amortization period would
22 result in an amortization expense of approximately \$3.2
23 million. And the current annual depreciation expense
24 for this plant is \$2.5 million.

25 identification as Exhibit 11 a multi-page copy, the

(SPINKS - DIRECT BY BROWN)

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1 first page indicates Stipulated Settlement, and I
2 believe attached to that as Exhibit A there is it
3 appears some revised tariff sheets.

4 (Marked Exhibit 11.)

5 JUDGE CLISHE: Let's go off the record and
6 get these exhibits straightened out.

7 (Discussion held off the record.)

8 JUDGE CLISHE: Let's be back on the record
9 after a short time to determine how to handle these
10 exhibits and also for Mr. Curran to look at what has
11 been changed in the stipulated settlement.

12 I think as I was indicating I was marking
13 for identification as Exhibit 11 a copy of the
14 stipulated settlement. And attached to that is Exhibit
15 A.

16 And it appears that the Company, the
17 Commission Staff counsel, public counsel, Tracer --
18 Miss Hastings signed that for Tracer on approval by Mr.
19 Butler and Mr. Koontz as counsel for ATM.

20 You indicated that there were some changes
21 on this. Do you want to go over those, Ms. Brown, and
22 indicate if you are in agreement with I think the
23 handwritten changes in this document?

24 MR. CURRAN: Your Honor, maybe I could make

25 it clear for the record that Viscount is not a party to

(SPINKS - DIRECT BY BROWN)

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1 the stipulated settlement.

2 JUDGE CLISHE: Yes, I understand that.

3 It looks like the first handwritten change
4 is on original sheet D-9.1 of Exhibit A, which is part
5 of Exhibit 11. And this is in handwriting. Are you --

6 MS. BROWN: I'm confused, your Honor. I
7 have the first changes being on original sheet 9(a)-1.

8 MS. HASTINGS: There is a change in the
9 definition, Sally.

10 JUDGE CLISHE: Am I right that the first one
11 I see is 9.1?

12 MS. HASTINGS: Yes.

13 MS. BROWN: Yes.

14 JUDGE CLISHE: And this handwritten change
15 reads: "For the purposes of the intra premise network
16 cable and wire tariff, Schedule 9(a), premises may also
17 include space occupied by a customer or authorized
18 user, whether residential or commercial, in multiple
19 buildings."

20 Apparently you know about this change, and
21 you approve of that. Is that right, Miss Brown?

22 MS. BROWN: That's right.

23 JUDGE CLISHE: And, Mr. Garling?

24 MR. GARLING: Yes.

25 JUDGE CLISHE: And Mr. Koontz?

(SPINKS - DIRECT BY BROWN)

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1 MR. KOONTZ: Yes.

2 JUDGE CLISHE: And Miss Hastings?

3 MS. HASTINGS: Yes.

4 JUDGE CLISHE: I understand, Mr. Curran,
5 that you are not in accord with this.

6 MR. CURRAN: With the settlement generally,
7 yes.

8 JUDGE CLISHE: Right.

9 Then I see on original sheet 9(a)-1 as part
10 of Exhibit 11 another handwritten change, which says:
11 "Where intra premise network cable and wire currently
12 exist."

13 I'm not sure if that's the first part of the
14 first sentence or if it's something else. Can you
15 explain, Miss Hastings?

16 MS. HASTINGS: Yes, your Honor. It's the
17 introductory sentence to that. Condition 2(a) will
18 read: "Where intra premise network cable and wire
19 currently exist, building owners can relocate
20 demarcation point," et cetera.

21 JUDGE CLISHE: It's my understanding, Miss
22 Brown, that you accept this handwritten portion as Miss
23 Hastings read; is that correct?

24 MS. BROWN: That's correct.

25 JUDGE CLISHE: Mr. Garling?

(SPINKS - DIRECT BY BROWN)

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1 MR. GARLING: Yes.

2 JUDGE CLISHE: Mr. Koontz?

3 MR. KOONTZ: Yes.

4 JUDGE CLISHE: Miss Hastings?

5 MS. HASTINGS: Yes.

6 JUDGE CLISHE: I understand, Mr. Curran, you
7 do not agree with the settlement generally.

8 MS. HASTINGS: And the GSA?

9 JUDGE CLISHE: Are they here today?

10 I guess I didn't have you come up to the
11 table. I guess you didn't enter an appearance when I
12 asked for appearances. I wasn't aware you were here.

13 I think we probably need to back up then
14 quite a ways and have you enter an appearance. Let's
15 go off the record so we can have GSA fill out an
16 appearance form, and then we'll have to go back over
17 what we have done so that I'm sure that you are in
18 accord with this.

19 Also, who is representing you today?

20 (Discussion held off the record.)

21 (Recess.)

22 JUDGE CLISHE: Let's be back on the record
23 for some time to get these exhibits sorted out and also
24 to get an appearance from the representative of U.S.

25 General Services Administration.

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1 I think at this time perhaps, Miss Pope, it
2 would be appropriate for you to enter an appearance
3 since you had not done that earlier.

4 Would you like to state your name and
5 business address for the record, please.

6 MS. POPE: My name is Kay Pope, P-o-p-e. My
7 address is 400 Fifteenth Street Southwest, Auburn,
8 Washington 98001.

9 JUDGE CLISHE: And it's my understanding
10 you're the telecommunications manager; is that correct?

11 MS. POPE: That's correct.

12 JUDGE CLISHE: Mr. Moen had advised that he
13 was the regional counsel for GSA. Would you like to
14 indicate what then he has authorized you to do in this
15 proceeding?

16 It's my understanding Mr. Moen is not here
17 and that he authorized you to appear for apparently a
18 limited purpose. Would you like to explain what that
19 was?

20 MS. POPE: That's correct. Our purpose here
21 is to monitor the proceedings, note any changes to the
22 proposed stipulation, and advise counsel in terms of
23 our position telecommunications wise.

24 We have reached agreement. He saw the

25 proposed stipulation yesterday. He agreed to it. We

(SPINKS - DIRECT BY BROWN)

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1 will give him a new copy including the penciled-in
2 changes, and seek his signature, which he has assured
3 us he will give.

4 JUDGE CLISHE: It's my understanding that
5 Mr. Moen will forward the signature page either to me
6 or to the Company or Commission Staff counsel?

7 MS. POPE: Both if you desire.

8 JUDGE CLISHE: Probably both would be
9 helpful.

10 Now, I'm sorry that I was not aware that GSA
11 was represented here. But I think you have been here
12 since we started. And I apologize for not noting that
13 or checking out who all these people were in the back
14 of the room.

15 Did you have any questions of any of the
16 witnesses today? Do you expect to?

17 MS. POPE: No, we do not.

18 JUDGE CLISHE: All right. And I would
19 assume that Mr. Moen was sent copies of what we have
20 marked as exhibits; is that correct?

21 Now, we're back to Mr. Spinks, I believe.
22 All right. Or was I still --

23 I'm back to reading the third handwritten
24 change. This is on original sheet 9(a)-2, which is

25 part of Exhibit 11. And that reads after the first

(SPINKS - DIRECT BY BROWN)

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1 paragraph: "Subsequent building owners may" -- I'm not
2 sure -- I see, okay.

3 The end of the first paragraph it appears to
4 be: "Subsequent building owners may relocate the
5 demarcation point pursuant to Conditions 2(a) and
6 2(c)."

7 And then I believe this other phrase that's
8 written in there is the first part of the first
9 sentence in the second paragraph; is that right?

10 MS. HASTINGS: That is correct.

11 JUDGE CLISHE: So, the second paragraph
12 begins: "Where intra premise network cable and wire
13 currently exist," and then it goes on with current
14 building owners which is the type material and that.

15 Does anyone have any problem with that
16 handwritten portion of Exhibit 11 aside from Mr.
17 Curran?

18 MS. BROWN: No, your Honor.

19 MS. HASTINGS: No.

20 JUDGE CLISHE: Hearing no objection to that,
21 I'll move on to the fourth -- there are only three
22 handwritten ones. Okay.

23 Now, as corrected or with the handwritten
24 changes written in, is there any objection to Exhibit

25 11 being entered into the hearing record? Hearing no
(SPINKS - DIRECT BY BROWN) 241

1 objection, I'll include Exhibit 11 into the hearing
2 record.

3 (Received Exhibit 11.)

4 JUDGE CLISHE: I understand I'll be getting
5 the signature pages from the counsel who are not here
6 today.

7 MS. POPE: Yes.

8 JUDGE CLISHE: Thank you.

9 Miss Brown, did you have anything else of
10 Mr. Spinks?

11 MS. BROWN: No, I do not. He is available
12 for cross-examination.

13 JUDGE CLISHE: Miss Hastings, did you have
14 any questions of Mr. Spinks?

15 MS. HASTINGS: Yes, your Honor. I wanted to
16 ask Mr. Spinks if he could reread a portion of his
17 remarks. I wanted to make sure before it went on the
18 record that I understood it.

19

20 C R O S S - E X A M I N A T I O N

21 BY MS. HASTINGS:

22 Q. Mr. Spinks, it had to do with you were asked
23 what was included in the stipulation agreement and you
24 had a comment about the proposal originally proposed by

25 Staff on the conduit.

(SPINKS - CROSS BY HASTINGS)

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1 And I just wanted to clarify that it was not
2 the network facility, but the structure. Could you
3 reread for us your answer? I just wanted to make sure
4 I understood it correctly. It's hard to remember which
5 question it was.

6 A. The response to the question was that the
7 recommendation that the Company assume cost
8 responsibility for facilities on a customer property up
9 to the demarcation point is not a part of the
10 settlement agreement. I would clarify if it's not
11 clear that "facilities" means the structure.

12 Q. So, when you use the word "facilities" there,
13 you mean structure?

14 A. Yes.

15 Q. Okay.

16 A. Conduit, not the Company's wire.

17 MS. HASTINGS: That's what we heard. Thank
18 you very much. I have no further questions.

19 JUDGE CLISHE: Thank you.

20 Mr. Curran, do you have questions of Mr.
21 Spinks?

22 MR. CURRAN: I do, your Honor.

23 JUDGE CLISHE: Go ahead.

24

25

(SPINKS - CROSS BY CURRAN)

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1 C R O S S - E X A M I N A T I O N

2 BY MR. CURRAN:

3 Q. Mr. Spinks, are you familiar with my
4 client's principal product the Enterphone system?

5 A. To the extent it's in the testimony, I have
6 read the testimony.

7 Q. Have you ever seen such a unit installed?

8 A. No, I have not.

9 Q. Have you had some conversations with
10 Viscount representatives regarding the Enterphone?

11 A. Yes.

12 Q. Did you also have an opportunity to meet
13 with Mr. Emmett Moore of the Seattle Housing Authority
14 regarding the Housing Authority's interest in
15 installing an Enterphone in one of their facilities?

16 A. I had occasion to meet with Mr. Moore. I
17 went up to Seattle one day to visit with him to have
18 him show me some of his facilities in order that I
19 could gain better understanding of what the problems
20 were, what the problems were that he was having with
21 the telephone company generally.

22 I wouldn't characterize it as specifically
23 regarding the inter-positioning of the Enterphone
24 system. I was interested in obtaining information of a

25 broader nature of the R. J. 66, how facilities were

(SPINKS - CROSS BY CURRAN)

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1 situated, and where the current demarcation points
2 were, et cetera.

3 Q. Was that one of the issues raised by Mr.
4 Moore when you met with him, however? And by that I
5 mean his interest in having an Enterphone system
6 installed in at least one of the buildings of the
7 Seattle Housing Authority?

8 A. Yes.

9 MS. HASTINGS: I don't think these questions
10 are germane to the proceeding. We're talking about an
11 Enterphone, a piece of equipment which is customer
12 premises equipment. And this is a proceeding dealing
13 with where the telephone company will start and stop
14 its network facilities. I don't see that this line of
15 questioning is relevant to this proceeding or this
16 docket.

17 JUDGE CLISHE: Mr. Curran, do you have any
18 response?

19 MR. CURRAN: First of all, your Honor, what
20 I have asked him is whether he is familiar with my
21 client's product. I have simply been asking him
22 questions to probe what his familiarity with that
23 product is.

24 So, I think at this point we're talking

25 about some pretty basic questions here.

(SPINKS - CROSS BY CURRAN)

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1 In regard to my client's position in this,
2 their petition to intervene was accepted. It was
3 certainly already decided that they had an appropriate
4 interest in this matter to support a petition to
5 intervene.

6 And to the extent that her motion or her
7 objection goes to our petition, it is not at all
8 timely. And that's already been decided by the Court
9 or by your Honor.

10 JUDGE CLISHE: I'm going to overrule the
11 objection and allow the questioning. I think it will
12 be helpful to have a little clarification perhaps or
13 whatever develops as far as Mr. Spinks' testimony.

14 BY MR. CURRAN:

15 Q. Mr. Spinks, is it generally your
16 understanding that the Enterphone system is an entry
17 control system generally installed in multi-tenant
18 residential apartment houses?

19 A. Yes.

20 Q. And is it your understanding that the
21 Enterphone system is designed to be connected to the
22 network through an RJ71C jack?

23 A. Yes.

24 Q. In preparing for this hearing, have you done

25 any research regarding the RJ71C jack --

(SPINKS - CROSS BY CURRAN)

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1 MS. HASTINGS: I would like to object on
2 this point.

3 JUDGE CLISHE: Excuse me. Wait until Mr.
4 Curran has asked his question. Thank you.

5 Now that we have really thrown you off, do
6 you want to start at the beginning?

7 BY MR. CURRAN:

8 Q. In preparing for this hearing have you done
9 any research regarding the RJ71C jack and the tariffs
10 that pertain to it?

11 MS. HASTINGS: Your Honor, I would like to
12 object again. It is true that Viscount was given the
13 opportunity to intervene at the original hearing. But
14 in that transcript they indicated that they would not
15 broaden the scope of the issues of this docket.

16 This is a document to determine where the
17 telephone company's network will stop and start. This
18 question concerning a RJ71C jack considerably broadens
19 the scope of the docket and I object to the
20 questioning.

21 JUDGE CLISHE: Any response?

22 MR. CURRAN: I don't think that's the reason
23 at all. For the reasons I have set forth before, these
24 are preliminary questions to show what this witness

25 knows and what research he has done. I haven't gotten

(SPINKS - CROSS BY CURRAN)

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1 into any substantive questions yet. I think all of

2 these questions are premature.

3 JUDGE CLISHE: I'm going to allow the

4 question. And it's my understanding, Mr. Curran, that

5 you still are intending that you're not broadening the

6 issues; that these are simply exploring the witness's

7 knowledge; is that right?

8 MR. CURRAN: Correct, your Honor.

9 JUDGE CLISHE: Go ahead.

10 THE WITNESS: Could you repeat the question?

11 (The record was read.)

12 THE WITNESS: No. I would not characterize

13 the request to send Mr. Spinks as I said to Mr. Curran

14 earlier this week some information regarding some

15 tariff sheets having to do with the RJ71C jack as

16 research.

17 I did as I do for many people, requests that

18 we get every day, look up and obtain some information

19 for Mr. Curran and had that faxed to him. I would not

20 characterize that as research. And I did not do that

21 in preparation for this hearing.

22 BY MR. CURRAN:

23 Q. I'm Mr. Curran. Mr. Barclay is in the back

24 of the room.

25 A. Excuse me.

(SPINKS - CROSS BY CURRAN)

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1 Q. You are referring to Owen Barclay, a
2 representative for Viscount; is that correct?

3 A. Yes.

4 Q. As a result of that research for whatever
5 purpose you did it, did you identify some WUTC tariffs
6 which related to the RJ71C jack?

7 A. I would again state I cannot characterize
8 what I did as research in the sense that any study or
9 consideration was given to an issue. I looked up in
10 the tariffs some appropriate pages regarding terms and
11 conditions as I was asked by Mr. Barclay today and sent
12 to him.

13 Q. Did you identify any tariffs that deal with
14 the RJ71C jack?

15 A. Yes.

16 Q. Can you identify what tariffs you
17 identified?

18 A. I believe it was in the Company's access
19 tariff, WNU 25.

20 Q. Do you have an opinion on whether that
21 tariff is available to be used to connect an
22 Enterphone to the network?

23 A. Yes. In my -- my reading of the conditions
24 of the tariff says that it is available for use by

25 interexchange carriers generally.

(SPINKS - CROSS BY CURRAN)

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1 Q. Would that allow for the Enterphone to be
2 connected to that jack?

3 A. No.

4 Q. Could the tariff be modified to allow for
5 the Enterphone to be connected?

6 A. Well, excuse me. Let me back up.

7 The Enterphone is a piece of customer
8 premise equipment. My limited understanding of the way
9 it inter-connects is with -- to the telephone network
10 is with an RJ71C jack. But I guess -- and to that
11 extent it could be connected physically.

12 But with respect to the tariff, the access
13 tariff, the access tariff is designed for use by
14 interexchange carriers. I assume if an interexchange
15 carrier desired to have such a jack installed for the
16 connection of equipment, it could be done. But the
17 user would have to be an interexchange carrier.

18 Q. Does that tariff have any provision in it
19 which would allow its modification to allow a customer
20 to connect through an RJ71C jack?

21 A. I don't know. I didn't really look into the
22 tariff in any depth at all. On the surface, reading
23 over the one page which sets forth the limitations of
24 the tariff or the applicability of the tariff, excuse

25 me, it did not appear that parties other than -- that

(SPINKS - CROSS BY CURRAN)

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1 the tariff applied to anyone other than interexchange
2 carriers.

3 Q. Does Commission Staff have any position
4 regarding whether Enterphone can be inter-positioned on
5 the network through an RJ71C jack?

6 A. No. We have not done any research or study
7 in the context of this case which would allow us to
8 make any recommendation or come to any conclusion about
9 it.

10 Q. Do you know of any bar that would prevent
11 the connection of the Enterphone in that manner?

12 A. I am not familiar enough with the equipment
13 or that area. I don't have expertise in that area.
14 So, I could not form an opinion or conclusion regarding
15 that.

16 Q. Sitting here today, you don't know of any
17 bar that would prevent the connection of the
18 Enterphones?

19 A. Again, not having --

20 MS. HASTINGS: Your Honor, excuse me. I
21 would like to object again. Without belaboring this,
22 we have had the opportunity to understand what Mr.
23 Spinks' understanding of the Enterphone system is.

24 We have in the context of a tariff for basic

25 exchange service explored the opportunities to modify

(SPINKS - CROSS BY CURRAN)

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1 the Company's access tariffs.

2 I believe that definitely broadens the scope
3 of the proceedings. We are now asking questions about
4 whether or not it's appropriate to put customer
5 premises equipment on telephone company facilities.

6 I would again ask that we consider this line
7 of questioning to basically broaden immensely the scope
8 of this proceeding and be inappropriate.

9 MS. BROWN: I believe it's well beyond the
10 scope of Mr. Spinks' prefiled testimony in this case.

11 JUDGE CLISHE: Any comments, Mr. Curran?

12 MR. CURRAN: Yes, your Honor. First of all,
13 the same comments that I made before:

14 In regard to his prefiled testimony in this
15 case, he has stated that he has researched this; that
16 they have done a complete review. Therefore, we
17 certainly have the opportunity to explore how complete
18 that review was.

19 Also, this stipulated settlement which has
20 been offered in and of itself expands the scope of the
21 original testimony that was put in effect. And other
22 than the relatively brief written comments which he
23 read into the record here, which I think Mr. Spinks
24 characterized as a summary of his position, we don't

25 have a very thorough examination of why it is that the

(SPINKS - CROSS BY CURRAN)

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1 Staff is supporting this settlement.

2 I don't plan to go much further in this
3 area, I will tell you. But I think we have the right
4 to explore the state of their knowledge and the basis
5 for their opinions.

6 JUDGE CLISHE: I'll overrule the objection.

7 Do you want the question repeated, Mr.

8 Spinks?

9 MS. BROWN: Yes.

10 (The record was read.)

11 BY MR. CURRAN:

12 Q. Sitting here today, Mr. Spinks, you're not
13 aware of any bar that prevents the connection of the
14 Enterphone system to the network through an RJ71C jack;
15 is that correct?

16 A. Yes. Having done no research into the
17 technical or regulatory limitations that may exist to
18 its interconnection, I wouldn't know one way or the
19 other.

20 Q. Does the Staff have any position as to
21 whether or not the proposed settlement and the tariff
22 revisions which are attached to it would in any way
23 prevent an Enterphone system from being connected on
24 the network side of a demarcation point?

25 THE WITNESS: The answer is yes. This

(SPINKS - CROSS BY CURRAN)

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1 stipulation and settlement does not address and,
2 therefore, it would not permit the interconnection of
3 Enterphone equipment on the Company's side of the
4 network.

5 BY MR. CURRAN:

6 Q. I don't mean to be arguing with you at all.
7 But my question is really a very narrow and focused
8 one. Is there anything in this settlement that would
9 prevent that?

10 In other words, is there anything in this
11 proposed settlement to which U. S. West could point and
12 say to someone who would like the Enterphone system
13 connected to the network side of the demarcation point
14 that the Company is prevented from doing that under the
15 terms of this settlement?

16 A. The answer to that question is no. There is
17 nothing in this settlement agreement which addresses
18 one way or the other the interconnection of equipment
19 on the Company's side of the demarcation point.

20 Q. And that is the Staff's position?

21 A. It's what the settlement agreement is.

22 Q. But is that the Staff's understanding of
23 this settlement? Not simply your own personal
24 understanding.

25 A. Yes.

(SPINKS - CROSS BY CURRAN)

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1 Q. Do you know whether U. S. West shares that
2 understanding or not?

3 A. No, I don't.

4 Q. Could you refer to original sheet 9(a)-5 in
5 the proposed revisions which are a part of Exhibit 11.

6 A. I have that sheet before me.

7 Q. Okay. And towards the top before me in what
8 I think is designated Paragraph II E 2(d), it states:
9 "Access to the Company's facilities on the Company side
10 of the demarcation point is prohibited."

11 And if you would like you can take a moment
12 to read the rest of that paragraph.

13 My question is: Do you recall this
14 particular language?

15 A. No.

16 JUDGE CLISHE: I'm sorry. I didn't
17 understand your answer if you answered that.

18 THE WITNESS: I haven't answered it.

19 JUDGE CLISHE: Thanks.

20 THE WITNESS: I'm reading the options.

21 (Reading.)

22 I have now read this.

23 BY MR. CURRAN:

24 Q. First of all, I don't think I have a

25 question on the record yet.

(SPINKS - CROSS BY CURRAN)

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1 You have had an opportunity to read this
2 section and familiarize yourself with it once again; is
3 that correct?

4 A. Yes, yes.

5 Q. Does this particular sentence in your mind
6 indicate that the issue of whether a device such as
7 Enterphone could be inter-positioned on the network
8 side of the demarcation point is, in fact, prohibited?

9 A. Indirectly. What the language is that we're
10 looking at, for the record, is a sentence that says,
11 "Access to the Company's facilities on the Company's
12 side of the demarcation point is prohibited."

13 To the extent access would be required to
14 connect any kind of jack or equipment on the Company's
15 side, it would apply. That is, an RJ71C, the access to
16 install that would be prohibited by this tariff.

17 Q. Can you explain that? Are you saying that
18 any kind of access, even regulated access, for example,
19 where requested, made to U. S. West to install an RJ71C
20 jack is also prohibited? Is that your understanding?

21 A. My understanding of the language has to do
22 with problems that the Company has had with vendors
23 accessing facilities on the Company's side of the
24 network to do work, for instance, in installing PBXs.

25 And that had caused problems for the Company and other

(SPINKS - CROSS BY CURRAN)

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1 customers losing service in multi kind of buildings
2 when vendors were permitted to access, without the
3 Company's permission, access the facilities on the
4 Company's side for their own purposes.

5 Hence, my understanding of this language:
6 It goes to prohibit such access in order to protect the
7 Company's network and quality of service that it
8 provides to other customers in the multi-tenant
9 building.

10 Q. Let's take this in short steps:

11 Is it your understanding that this sentence
12 prohibits any kind of access to the network side of the
13 facilities to install a device like an RJ71C jack?

14 A. Well, no. It says, "Access to the Company's
15 facilities on the Company's side of the demarcation
16 point is prohibited." And it says, "Access to the
17 Company equipment that serves a common demarcation
18 point for the other inside wire providers shall be
19 permitted once the following conditions are met."

20 There are three conditions. They involve
21 the vendor obtaining written permission of the building
22 and property owner; the building property owner
23 providing the necessary conduit structure; and a
24 company representative is notified or present or the

25 building owner shall be responsible for Company costs

(SPINKS - CROSS BY CURRAN)

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1 associated with disruption of service.

2 So, those conditions would have to be met in
3 order for access to be permitted.

4 Q. Is it your testimony, then, sir, that the
5 first sentence of Paragraph (d) there is simply
6 redundant and it has been restated more specifically in
7 the second sentence and the specific conditions where
8 access would be allowed or spelled out?

9 A. That's how it appears to me, yes.

10 Q. Then couldn't that sentence, "Access to
11 company's facilities on the company side of the
12 demarcation point is prohibited," simply be deleted
13 without changing the meaning of this section?

14 A. I guess the meaning of the section is access
15 is prohibited unless or until these conditions are met.
16 I would not think that you could take that out, that
17 first sentence, delete that, and not change the meaning
18 of the application of Option 2(d) for multi-tenant
19 buildings.

20 Q. What I'm trying to understand is there is
21 just a very broad statement in here that access to the
22 Company's facilities on the Company's side of the
23 demarcation point is prohibited. That is an extremely
24 broad statement.

25 Then the second sentence says that access

(SPINKS - CROSS BY CURRAN)

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1 will be allowed to Company equipment that serves as a
2 common demarcation point. So, that is a more limited
3 statement certainly. And then it spells out certain
4 conditions.

5 If you're saying that those two things are
6 simply redundant, then the very broad statement that's
7 been put in here, which is certainly open to
8 misinterpretation, could be stricken. Isn't that the
9 case?

10 A. I guess I don't really have an opinion on
11 that. Tariffs are rather complex documents. As we
12 have tried to fashion this agreement, we found more
13 than once that when we would change one word to address
14 a concern we found that it changed other things in the
15 tariff, and then we have got to go back and change
16 other wording. And because we changed that other
17 wording we had to modify yet other wording.

18 So --

19 Q. All right, sir, I'm simply talking about
20 Subparagraph (d).

21 A. I'm trying to explain generally that, if you
22 were to suggest to me that you should pull this out and
23 it won't change the meaning, I'm trying to say to you
24 that from the very recent experience of fashioning this

25 stipulation agreement that we found more than once that

(SPINKS - CROSS BY CURRAN)

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1 as you changed wording, while you initially may not
2 think that it changes the meaning of the tariff, you
3 have other parties who say, well, wait a minute, yes,
4 it does. And that has happened to us several times in
5 the development of this tariff language.

6 So --

7 Q. Well, sir, what I'm trying to explore is
8 your earlier testimony that it was the Staff's position
9 that nothing in this proposed tariff prevented or even
10 addressed Enterphone's ability to be inter-positioned
11 on the network side of the demarcation point.

12 Now, here is a sentence which seems to say
13 that access to Company's facilities on their side of
14 the demarcation point is prohibited. That statement
15 appears to be directly contrary to your earlier
16 testimony.

17 What I would like to know is whether this
18 statement is here in error or whether, in fact, your
19 earlier testimony was in error and this tariff can be
20 used or could be used if it is accepted by the
21 Commission as authority for prohibiting the
22 inter-position of Enterphone on the network side of a
23 demarcation point?

24 A. Okay. In my first response to your

25 question, to your earlier question, regarding whether

(SPINKS - CROSS BY CURRAN)

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1 this tariff specifically prohibited Enterphone, I
2 responded no. I was looking at your question very
3 narrowly.

4 There is nothing in this tariff that says
5 Enterphone equipment can or cannot be connected. And
6 it was in that sense that I responded to the earlier
7 question. Okay?

8 When you pointed this language out to me,
9 this broader language, regarding access to the general
10 matter, access to Company facilities being prohibited,
11 I believe I responded that it could mean, yes, that
12 Enterphone equipment, for instance, may not be
13 permitted to be placed on the Company's side of the
14 demarcation point to the extent it says that access is
15 prohibited. It doesn't say an RJ71C jack is
16 prohibited.

17 I hope that helps clarify.

18 Q. If I understand your testimony, then, what
19 you're saying is, in fact, this bar inter-positioning
20 is much broader than addressing the RJ71C jack but
21 wouldn't allow access through any kind of regulated or
22 accepted mode of connection under Part 68. Is that
23 right?

24 A. You referred to this language as a bar to

25 inter-positioning. I look at the language as what it

(SPINKS - CROSS BY CURRAN)

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1 says: It says access is prohibited. Access to the
2 Company's facilities is prohibited.

3 Q. Is access a defined term under this tariff?

4 A. I do not see in the definition sheets a
5 definition for the term "access."

6 Q. What's your understanding of how access is
7 used in this sentence and the way in which it is
8 limited, if at all?

9 A. Well, I guess by access I would think that
10 it means physical access to physically connect wires,
11 if you will, to the Company's facilities.

12 Q. Okay. You said you would think it would
13 mean. Is there an official --

14 A. By access --

15 Q. You have to let me finish my question, sir.
16 Thank you.

17 Is there an official Staff position on what
18 access means as used in this subparagraph(d)?

19 A. No. Staff doesn't take official positions
20 on the meaning of language per se. Access may be
21 defined in other places in the Company's tariffs. I'm
22 not certain. I have not looked at that.

23 Q. In stipulating to this proposed settlement,
24 did the Staff intend to take any position one way or

25 the other on whether customer-provided equipment could

(SPINKS - CROSS BY CURRAN)

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1 be connected to the network through approved jacks such
2 as the RJ71C on the network side of the demarcation
3 point?

4 A. No.

5 Q. If the Staff did not intend to take a
6 position on that one way or the other, is it
7 appropriate that this kind of statement be included in
8 the proposed tariff then?

9 A. I don't understand what you're asking me
10 within the context of your question. It is appropriate
11 to have this statement in the tariff because access to
12 Company's facilities, unauthorized access to Company's
13 facilities, has been a problem for the Company in the
14 past.

15 So, this tariff, I think, properly should --
16 I don't have a problem with that language.

17 Q. But you just said "unauthorized access."

18 A. Yes. And this sets forth the conditions for
19 authorized access.

20 Q. So, access is at least limited in your mind
21 to the extent that you're only talking about
22 unauthorized access; is that correct?

23 A. Yes.

24 Q. In your mind, does this preclude the

25 connection of a device like the Enterphone, using an

(SPINKS - CROSS BY CURRAN)

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1 RJ71C jack to the network side of the demarcation point

2 if that RJ71C jack is installed by the Company?

3 A. I'm not certain. I couldn't answer you with
4 certainty one way or the other.

5 Q. Is it fair to say, sir, that that just
6 wasn't a question that was focused on by the Staff when
7 it negotiated this proposed settlement?

8 A. That was a question we did not focus on.
9 But the second part of your question, when we
10 negotiated this settlement, I wouldn't limit it to
11 that. It was not focused on in my direct testimony,
12 either.

13 Q. It's simply not an issue that was really
14 addressed by the Staff in regard to this proceeding?

15 A. No. That's correct. At the outset of these
16 hearings, we provided at the law judge's request a
17 statement of the issues as we saw them. And this was
18 not included as one of those issues.

19 Q. In your direct testimony you spent some time
20 discussing FCC Part 68 policies and I believe the FCC's
21 order in Docket 88-57. Do you recall that testimony,
22 sir?

23 A. Yes.

24 Q. Is it your understanding that U. S. West's

25 intent in offering these tariff revisions was to bring

(SPINKS - CROSS BY CURRAN)

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1 their practices in compliance with Docket 88-57?

2 A. Yes.

3 Q. And you are, in fact, familiar with that
4 order, are you not, sir?

5 A. There is two or three orders in that docket
6 that I was familiar with at least at the time I wrote
7 the testimony. I have those, some of those, with me
8 today.

9 Q. And you're familiar with the FCC policies
10 which underlie those orders, are you not?

11 A. Yes.

12 Q. And I think you just testified again that
13 the proposed settlement meets those policies and the
14 requirements of 88-57; is that right?

15 A. What I testified to is that it is my belief
16 that this proposed agreement is consistent with the
17 requirements of -- FCC requirements in Docket 88-57.

18 Q. Does the Commission Staff have any position
19 on whether this area is preempted by the FCC decisions?

20 A. What do you mean by "this area"?

21 Q. The issues that are addressed in the
22 proposed tariff.

23 MS. BROWN: I'm going to object to this
24 question. It calls for a legal conclusion.

25

MR. CURRAN: I'm not asking for a legal

(SPINKS - CROSS BY CURRAN)

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1 conclusion. I'm asking if the Staff has any position
2 on that based upon which they are going to make
3 recommendations to the Commission.

4 JUDGE CLISHE: I'll overrule the objection.

5 (The record was read.)

6 THE WITNESS: I think I indicated in my
7 testimony on Page 15 that I had reviewed the question
8 of preempting of state actions insofar as it pertained
9 to investment remaining on the regulated books, and
10 this going to the question of the treatment of the
11 amortization expense.

12 That's the extent to which I examined the
13 question of preemption.

14 BY MR. CURRAN:

15 Q. And my question I guess correctly you're
16 perceiving is a broader one. Beyond that limited area
17 where you testified you examined the preemption issue,
18 did you examine it in regard to any of the other issues
19 in this case: demarcation points, access to intra
20 building wire, inside wire, any of those issues?

21 A. Well, I don't know if you could say -- well,
22 I guess I would say, yes, I examined the
23 recommendations that I was making in the context of the
24 FCC's requirements under Part 88-57, having in mind

25 that recommendations or requirements that would be

(SPINKS - CROSS BY CURRAN)

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1 inconsistent with the FCC's proclamations, if you will,
2 in 88-57, would likely result in preemption.

3 That is, if we did not establish a
4 demarcation point at all or we attempted to establish
5 one that was inconsistent with FCC orders, that we
6 would be preempted or it would be likely that we would
7 be.

8 Q. And without asking you for a legal
9 conclusion, it was your working understanding as you
10 have prepared for this hearing and as you reviewed
11 certainly the proposed settlement that the preemption
12 issue would come up if any policies were implemented or
13 agreed to which would negate or work to defeat the FCC
14 policies as set forth in 88-57 and the related orders?

15 A. I'm sorry, but I wasn't able to follow you
16 through that question. Could you try it again?

17 Q. Sure.

18 MS. BROWN: I would object. I think the
19 witness has already answered the question, and your
20 characterization of his testimony is incorrect.

21 JUDGE CLISHE: Any comments, Mr. Curran?

22 MR. CURRAN: I'm just trying to clarify,
23 your Honor, what their working criteria was in regard
24 to 88-57, which he has testified to at some length in

25 his direct testimony.

(SPINKS - CROSS BY CURRAN)

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1 JUDGE CLISHE: I'll overrule the objection.

2 Perhaps you could repeat the question,
3 please. Thanks.

4 BY MR. CURRAN:

5 Q. I will try and make it more easily
6 understood, Mr. Spinks. I'm simply trying to determine
7 what your working understanding was of the
8 requirements, the Federal requirements, that you need
9 to work under.

10 Is it correct that it was your understanding
11 that the WUTC could not promulgate any policies
12 accepting tariffs that would defeat the FCC
13 requirements set out in 88-57?

14 A. Yes.

15 Q. Was it also your understanding that the WUTC
16 could, in fact, give broader or more liberal access to
17 the wiring within a building than required by the FCC?

18 A. (Reading.) I recall in one of the FCC
19 dockets -- I have been looking through my testimony to
20 see if I could find any specific docket. I'm not sure
21 if I had this in my testimony or not -- there was some
22 indication by the FCC that state commissions were not
23 precluded from adopting I believe your wording was more
24 liberal access.

25 However, as to whether that extended into

(SPINKS - CROSS BY CURRAN)

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1 the Company's facilities or to the Company's side of
2 the protector, I don't believe it did. But I can't
3 find the specific language at this moment.

4 Q. Are you aware of anything in the FCC, any of
5 the FCC decisions, which would prevent the Washington
6 Utilities Commission from granting access to the
7 network side of the demarcation point?

8 A. I have done no research to know one way or
9 the other with regard to what that situation may be as
10 it pertains to looking at a number of questions
11 regarding, first, you would have to research Part 68
12 and Commission orders to see what restrictions.

13 I do recall reading in one of the FCC
14 dockets some language regarding where the Commission
15 denied access to the Company protector itself, for
16 instance.

17 However, I'm not sure as to the extent, the
18 scope, or the applicability of that restriction,
19 whether it was narrow or whether it was broad, for
20 instance.

21 Those things would all have to be
22 researched. We would likely have to have a couple
23 discussions with the FCC Staff if there were points
24 that required clarification, et cetera, before one

25 could -- before I could determine that.

(SPINKS - CROSS BY CURRAN)

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1 Q. I really don't mean to make my question so
2 difficult. I'm just trying to find out what the
3 working criteria were that the Staff was going forward
4 under whether it evaluated this application and then
5 this settlement.

6 Was it your understanding that the
7 Commission or the Staff could only review this
8 application to see if it was in compliance with FCC
9 standards or whether, in fact, the Commission had some
10 latitude to go beyond that and to grant more liberal
11 access as I used that term rather loosely before?

12 A. My approach to this case was that what we
13 needed to do was determine where the demarcation point
14 should be located for single and multi-tenant
15 buildings.

16 This is not a new issue. As I pointed out
17 in my testimony, the Company had in 1986 filed a tariff
18 with regard to the establishment of point of entry or
19 point of presence.

20 Q. Sir, I don't mean to interrupt you, but my
21 question really was did the Commission Staff recognize
22 that it could grant more liberal access to the network
23 than simply required by the FCC decisions?

24 MS. HASTINGS: Objection, your Honor. I

25 think that's been asked and answered. And I think that

(SPINKS - CROSS BY CURRAN)

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1 what Mr. Spinks has attempted to say on several
2 occasions was they focused on completely different
3 issues because this was a completely different subject.

4 I think we can all draw the logical
5 conclusion from his answers was, no, they didn't focus
6 -- that was beyond the scope of what they were asked to
7 focus on by the Company in this instance.

8 JUDGE CLISHE: Mr. Curran?

9 MR. CURRAN: I'm asking for Mr. Spinks'
10 answers to what happened and not for counsel's argument
11 and not leading suggestions as to what he might say.

12 I think my questions are directly on point
13 as to what their working criteria were and whether or
14 not the Commission's hands are tied by the FCC's
15 decisions or whether it granted more liberal access.

16 The nature of his entire testimony is a
17 recommendation to the Commission as to what they should
18 do in this regard. Certainly the Commission is
19 entitled to know what the working standards are that
20 they were operating under.

21 JUDGE CLISHE: I'll overrule the objection
22 and have Mr. Spinks answer the question. I also am
23 occasionally having difficulty understanding if he is
24 responding to the question or not. So, you can --

25 Do you want to repeat your question, Mr.

(SPINKS - CROSS BY CURRAN)

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1 Curran?

2 (The record was read.)

3 THE WITNESS: No, I did not explicitly
4 consider that issue.

5 BY MR. CURRAN:

6 Q. So, was it your intent, then, simply to see
7 that this proposal was in compliance with the FCC
8 decisions and not see what could be done beyond that?
9 Is that a fair statement, sir?

10 A. Yes.

11 Q. I think the June order in 88-57 in the
12 summary discusses the demarcation point as generally
13 being the point for bifurcating carrier and non-carrier
14 responsibilities.

15 I think you used that word generally in your
16 direct testimony, as well, when you summarized that
17 decision.

18 Do you recall that testimony, sir?

19 A. Yes.

20 Q. Doesn't the use of the word "generally"
21 indicate that the FCC would allow for more latitude in
22 this area than simply a bright line standard drawn at a
23 demarcation point that split carrier and non-carrier
24 responsibilities?

25 A. Yes.

(SPINKS - CROSS BY CURRAN)

273

1 Q. Is that latitude reflected in any way in the
2 U. S. West's proposed tariff and the proposed
3 settlement that's before the Commission?

4 A. Yes.

5 Q. How so?

6 A. (Reading.) I'm having a little trouble
7 locating the specific provision. On Sheet 9A-3,
8 condition under two conditions E-4, this provision
9 permits in cases where the wire was installed before
10 the effective date of the tariff for the protector in
11 cases where the protector is not located at a minimum
12 point, that it may remain at this not minimum point for
13 the -- or the Company to provide service at regulated
14 expense for existing access to an established
15 demarcation point within twelve inches of the existing
16 protector. And that existing protector may not be at a
17 minimum.

18 So, that is a case where we are not -- where
19 we are -- it's an exception to the generally slightly
20 more liberal term.

21 Q. Doesn't that go to the location of the
22 demarcation point, though, rather than a bifurcation of
23 responsibilities?

24 A. The demarcation is the point -- point is the

25 point generally for bifurcating responsibilities. The

(SPINKS - CROSS BY CURRAN)

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1 FCC has said that generally that would be at a minimum
2 point of entry. And that's where generally the
3 bifurcation would be.

4 What D-4 does is it says the bifurcation of
5 this responsibility in certain cases will be farther in
6 the building.

7 Q. But, again, my question is: Doesn't that
8 deal with the location of the demarcation point and not
9 whether the demarcation point, wherever located, will
10 generally serve as a point for bifurcating carrier and
11 non-carrier responsibilities?

12 A. Yes, it deals with the location. But the
13 location, wherever it may be, is the point for the
14 bifurcating of responsibility.

15 Q. Doesn't 88-57 say that the demarcation point
16 generally serves as the point for bifurcating? In
17 other words, it allows some latitude for that to occur
18 somewhere else other than a demarcation point. Isn't
19 that how you interpret that language?

20 MS. HASTINGS: Your Honor, I object to the
21 extent that it requires Mr. Spinks to draw a legal
22 conclusion. If it could be phrased so that he is asked
23 for his opinion as a Staff member, that would be fine.

24 MR. CURRAN: Your Honor, I would just say

25 generally I am never going to ask Mr. Spinks for a

(SPINKS - CROSS BY CURRAN)

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1 legal conclusion in any of my questions.

2 JUDGE CLISHE: All right. I'll overrule the
3 objection.

4 THE WITNESS: Could we read the question
5 back, please?

6 (The record was read.)

7 THE WITNESS: Well, I guess it's been my
8 understanding that the demarcation point is the point
9 for the bifurcation of that responsibility generally.
10 Can that occur somewhere else?

11 If that's the question, I would say -- well,
12 without reviewing the FCC orders, again, I'm not sure.
13 But it would seem to me when I review the Company's
14 language that it be within twelve inches of the
15 protector at that point, that was consistent with the
16 FCC's definition.

17 I did not explore whether other points would
18 or wouldn't be consistent with the FCC.

19 BY MR. CURRAN:

20 Q. Let me give you a specific example:

21 Let's take a multi-tenant apartment
22 building. The existing demarcation point is -- where
23 it's been for some time according to U. S. West, it's
24 within twelve inches of entry into the individual

25 tenant's units, dwellings.

(SPINKS - CROSS BY CURRAN)

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1 Under that circumstance -- I'm just talking
2 about demarcation point, not the other
3 inter-positioning points we talked about earlier. But
4 if you assume that an RJ71C jack is installed close to
5 the minimum point of entry, is it your understanding
6 that under this proposed tariff a demarcation point
7 could be set where the Enterphone plugs into the RJ71C
8 jack -- so, everything from the plug up to the
9 Enterphone would be deregulated -- but that there would
10 still be another demarcation point in each of the
11 individual tenant's dwelling so that you wouldn't
12 simply have a one spot, one time cut-off of Company
13 responsibilities. But you would still have a clear
14 definition of what was regulated and what not?

15 A. Yes. I think that the tariff does provide
16 for a situation where the Company can have a
17 demarcation to a particular unit for a customer who
18 wants service directly from the Company, for instance,
19 and not through a shared tenant service provider.

20 And other units or the remainder of the
21 circuits would have a demarcation point at a minimum
22 point.

23 Q. But my example, though, is your typical
24 apartment house. You have got an owner who doesn't

25 want to move the demarcation points down to the

(SPINKS - CROSS BY CURRAN)

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1 basement, doesn't want to take on the maintenance
2 responsibility and all of that. He wants to keep them
3 in the individual units, but wants to put in an
4 Enterphone system.

5 Under this proposal, could there be multiple
6 demarcation points with one of those demarcation points
7 being at the point where the Enterphone connects into
8 the RJ71C jack?

9 A. If I understand your question correctly, the
10 answer would be no. At least I do not envision the
11 application of the tariff in that manner.

12 The manner in which I envision the
13 application of the tariff is a demarcation point must
14 first be designated before equipment could be, like an
15 RJ71 jack could be installed and the installation of
16 that would be on the customer side of the demarcation
17 point.

18 Q. Just so we understand my example, I said it
19 a couple times. Under this scenario essentially the
20 RJ71C jack itself would be installed by the carrier and
21 would be part of their regulated line. It's only at
22 the connection point where the Enterphone would plug in
23 that there would be a demarcation. And everything from
24 the plug out to the Enterphone would be deregulated.

25 But the Company would maintain a regulated wire right

(SPINKS - CROSS BY CURRAN)

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1 up to within twelve inches of the point of entry into
2 the individual dwellers' units.

3 A. I understand your question now.

4 I have not thought about or considered
5 whether or not that could be the case. So, I guess my
6 answer is I don't know.

7 Q. I understand you haven't researched or
8 thought about this particular scenario apparently, but
9 sitting here today, do you know of anything in the FCC
10 decisions which would prevent such a treatment of
11 demarcation points?

12 A. No. I don't know of anything one way or the
13 other, again, having not done any research to determine
14 such.

15 Q. Okay. Would the proposed settlement prevent
16 a designation of demarcation points under that kind of
17 scenario?

18 A. I think that it would, yes.

19 Q. And why do you think it would prevent that?

20 A. Well, besides the fact there is no specific
21 provision to allow it -- I guess that would be the main
22 point. There is no specific provision to allow it.

23 Q. Maybe we can shorten it up. If there is no
24 provision to allow it and there are constant references

25 throughout the proposed tariffs to the demarcation

(SPINKS - CROSS BY CURRAN)

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1 point --

2 A. Correct. Which was the focus of this
3 proceeding.

4 Q. And so based upon those kinds of
5 characteristics of the proposed proceeding, somebody
6 could point to this tariff and say this kind of
7 scenario is not authorized; is that right?

8 A. Yes.

9 Q. Could you see some benefits to the consumer,
10 the telephone user, the tenants in these buildings, to
11 allowing this kind of system of demarcation points that
12 I have described to you to exist?

13 A. I don't know that the tenants, customers,
14 would be aware of or that they would have benefit from
15 the system of demarcation points that you described per
16 se.

17 I understand that the Enterphone system as a
18 security entry device provides security to the tenants,
19 controlled access. And I would consider that to be of
20 benefit to the tenants of the building.

21 Q. Isn't it, in fact, the case that the basic
22 scenario that's set forth in this settlement is one
23 that allows the building owner or premises owner to
24 make certain choices regarding the demarcation point?

25 A. Yes.

(SPINKS - CROSS BY CURRAN)

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1 Q. Those choices aren't being made in the main
2 by the telephone customer. They are being made by a
3 building owner?

4 A. That's correct.

5 Q. And isn't it true, then, that that building
6 owner essentially serves as a gate keeper under this
7 scenario based upon the decisions that he/she/it will
8 make to determine what kinds of communications
9 technologies, what kind of services are available to
10 the tenant or telephone user?

11 A. Yes.

12 Q. And certainly one of these scenarios is the
13 building owner can move the demarcation point down to
14 the minimum point of entry. Everything beyond that
15 will be deregulated and in theory the telephone user in
16 that instance would have complete access to all of the
17 services that might be connected to the deregulation
18 portion of the wire?

19 A. That's correct.

20 Q. So, that's not a problem scenario here?

21 A. That's correct.

22 Q. In fact, that kind of situation quite
23 definitely complies with the FCC's policies as set out
24 in 88-57 for opening up access to inside wire and

25 promoting more competitive, a greater variety of

(SPINKS - CROSS BY CURRAN)

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1 services for the provision of customer provided
2 equipment and wire inside buildings?

3 A. That's correct.

4 Q. But another one of these scenarios is that
5 the demarcation point will either be placed or will
6 remain at a point twelve inches inside each of the
7 tenants' units; is that correct?

8 A. That's correct.

9 Q. And under that scenario, the tenant would
10 not have access to any of the communications
11 technologies which would require connection at some
12 point prior to the entry into his unit?

13 A. That's correct.

14 Q. And that decision as to whether the
15 demarcation point is going to be in the basement or the
16 tenant's unit is not going to be made by the tenant;
17 it's going to be made by the building owner?

18 A. That's correct.

19 Q. And one of the concerns that building owners
20 have, is it not, that under these options, if they
21 moved the demarcation point to the basement, they would
22 be required to take over the maintenance responsibility
23 for the wire and equipment in their building beyond the
24 demarcation point?

25 A. Yes.

(SPINKS - CROSS BY CURRAN)

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1 Q. And, in fact, is that a concern that the
2 Commission Staff is aware of that building owners have?

3 A. Yes. That was a concern that was raised in
4 the earlier filing of this docket some years ago that
5 was raised by some of the parties to that case. We
6 have not heard from intervenors in this case, though,
7 that that is a concern.

8 Q. That is, in fact, a concern that's set out
9 in Mr. Moore's testimony, isn't it? Mr. Moore is not
10 representing an intervenor, but has filed prefiled
11 testimony on behalf of Viscount?

12 A. I don't recall reading in his testimony --
13 maybe I just missed it -- that he had a concern with if
14 he had to choose the demarcation point and minimum
15 point that the maintenance expense would be a concern
16 for him or problem for him.

17 Q. We can leave Mr. Moore's testimony. His
18 written testimony is what it is and he will be
19 available later.

20 Just assuming in the instance that I'm
21 laying out to you that a tenant is living in a building
22 owned by a person who is very concerned about taking on
23 the maintenance responsibility and, therefore, elects
24 to stay with the status quo of demarcation points in

25 the tenants' units, that tenant is not going to have

(SPINKS - CROSS BY CURRAN)

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1 access to the technologies that require connection at
2 some point before entering into his unit such as the
3 Enterphone; is that correct?

4 A. If the building owner chooses to keep his
5 demarc at the unit, yes.

6 Q. Therefore, wouldn't a system such as we were
7 discussing earlier of allowing there to be several
8 demarcation points, certainly one demarcation point at
9 the plug-in to a device such as an RJ71C jack, wouldn't
10 that kind of a system allow the tenant or the telephone
11 user to have access to communications technologies that
12 would otherwise be denied to him if his landlord was
13 unwilling to move the demarcation points down to the
14 basement and accept maintenance responsibilities?

15 MS. HASTINGS: Your Honor, I object. I
16 don't know that we have demonstrated on the record that
17 Mr. Spinks is an expert in telecommunications matters
18 and can really determine from a technology perspective
19 whether or not the relocation as Mr. Curran describes
20 it is technologically advantageous to the consumer.

21 MR. CURRAN: Your Honor, he is in here
22 recommending to the Commission what these various
23 options should be and whether or not they will be in
24 compliance with FCC requirements that there be access

25 to these kind of communications technologies and what

(SPINKS - CROSS BY CURRAN)

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1 not.

2 I think the comments aren't particularly
3 obscure. They are pretty well focused on the
4 Enterphone. But I would like to point out that we are
5 not the only providers of these kind of services.

6 So, I think it's a fair question.

7 JUDGE CLISHE: Any other comments?

8 I'm going to overrule the objection.

9 Mr. Spinks, you can answer the question,
10 please.

11 THE WITNESS: I'll need to hear it again.

12 (The record was read.)

13 THE WITNESS: The answer is yes and no to
14 that question.

15 The yes part of the answer is, if you could
16 do that, would it provide benefits? And the answer to
17 that is yes.

18 The no part of the answer is -- goes back to
19 needing to clarify an earlier statement I made to an
20 earlier question regarding these multiple demarcs. If
21 you were to inter-connect an RJ71 on a customer's line
22 in the basement and call that the demarc on that single
23 circuit and suggest that you would have another demarc
24 up at the terminating within twelve inches of the

25 customer's unit and call that Demarc 2 on the same

(SPINKS - CROSS BY CURRAN)

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1 circuit, I don't believe that that is prohibited. And
2 that was not what I intended by my previous answer.

3 In my previous answer, my example was some
4 circuits may run directly across the RJ66 and into the
5 apartment, and that entire circuit, the demarcation
6 point for the entire circuit is in the apartment.

7 Other circuits may terminate on the RJ66 and from there
8 go to a PBX or other equipment and for those circuits
9 the demarcation point would be at the board.

10 That was the kind of flexibility in having
11 different demarcation points that I was referring to,
12 not that you could have on one circuit a demarcation
13 point in the basement and another in the apartment.

14 BY MR. CURRAN:

15 Q. I think you lost me there.

16 Isn't it your understanding that the RJ71C
17 where it's installed in conjunction with an Enterphone
18 is going to be connected basically to all of the lines
19 running up to the tenants' units?

20 A. Yes.

21 Q. So --

22 A. It connects into the line.

23 Q. Unless somebody wanted a computer or second
24 line or something, you're not going to have a case

25 where lines are running up to the tenants' unit that

(SPINKS - CROSS BY CURRAN)

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1 don't run through that jack?

2 A. From my limited understanding of how the
3 equipment works, I would say yes.

4 Q. So, I guess focusing on the RJ71C jack and
5 its connection with Enterphone, as I understand your
6 earlier testimony, you're saying that this proposed
7 settlement would not allow for one demarcation point to
8 be at the plug-in spot where the Enterphone is hooked
9 up to the RJ71C and then to have other multiple
10 demarcation points inside the tenants' units? Is that
11 still your testimony?

12 A. On the same circuit, yes.

13 Q. So that under this proposal, that kind of
14 system of having multiple demarcation points on the
15 same line would not be allowed; correct?

16 A. Correct.

17 Q. Although that kind of system would allow for
18 rather clear identification of where the customer or
19 the carrier and the non-carrier responsibilities were,
20 wouldn't it?

21 A. No, I don't understand how.

22 Q. If you had a demarcation point at the
23 plug-in to the RJ71C jack, wouldn't it be clear that
24 everything from the plug-in out to the Enterphone was

25 customer provided equipment and would be a non-carrier

(SPINKS - CROSS BY CURRAN)

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1 provided responsibility? That everything on the
2 carrier side of the plug-in which would include the
3 RJ71C jack itself and on out would be the carrier's
4 responsibilities? That would be pretty clear, would it
5 not?

6 A. I'm not sure that I understand your
7 question, and I'm trying to be responsive.

8 Again, I have a limited understanding of the
9 technical specifications or work regarding that kind of
10 equipment. My understanding of clarifying the division
11 of responsibility with demarc point is you have to have
12 one point where that is established.

13 On the customer side of that point, you
14 would be permitted to inter-connect that equipment,
15 however it works. But if what you're suggesting -- and
16 this is where I'm a little confused -- is down in the
17 basement where you hook this -- wired this jack up to
18 the circuits, that you would have a demarcation point
19 there, and you would also retain for customers'
20 purposes a demarcation point up at the apartment, I
21 don't think that that is feasible because if in
22 connecting the -- because then the responsibility for
23 the maintenance or repair of the circuit would not be
24 clear.

25 That is, either the Viscount or Enterphone

(SPINKS - CROSS BY CURRAN)

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1 may say, well, U. S. West is responsible for this
2 damage, this broken circuit, because the demarc is
3 between the -- because the demarcation point is in the
4 apartment.

5 And the Company would say Enterphone is
6 responsible for the maintenance of that circuit because
7 it's occurring where their wire connects to the circuit
8 at demarcation point one, if you will, or two.

9 So, to have multiple demarcation points
10 which involve just a single circuit or single circuits
11 I don't think would be feasible because you couldn't
12 clarify responsibility.

13 Q. Isn't it your understanding that, in fact,
14 if you put an RJ71C jack in and you simply put in I
15 guess what I'll call a blank plug, but it's essentially
16 just a plug to connect the circuit and not hook it up
17 to anything, that you will, in fact, have a straight
18 line running all the way through? Isn't that the case?

19 A. I have never seen one hooked up. So, I
20 really can't agree or disagree.

21 Q. I would like you to assume the correctness
22 of my statement here, which is that the RJ71C would
23 have a plug running out to the Enterphone. You could
24 unplug the Enterphone, put in another plug, which would

25 simply complete the connection, and completely bypass,

(SPINKS - CROSS BY CURRAN)

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1 disconnect, the Enterphone system.

2 If that was the case, it wouldn't be very
3 difficult to tell whether the problem was with the
4 Enterphone or with the system line itself, would it?

5 A. No, I guess it wouldn't be.

6 Q. Are you aware whether there are any other
7 states that, in fact, adopt this kind of a system?

8 A. No.

9 Q. Kind of going back to clarify your
10 testimony: As I understand it, you believe there
11 would be some advantages to the customer or the
12 telephone user because it would give them access to
13 products such as Enterphone even though their landlord
14 was not in a position or did not choose to move the
15 minimum point of entry or the demarcation point down to
16 the minimum point of entry? Is that still your
17 testimony?

18 A. I believe in the question that you had asked
19 me that it was in two parts, and the part to which I
20 answered yes having to do with customer benefits had to
21 do with the notion that services like alarm line
22 services and security entry systems services provide a
23 benefit to tenants of buildings, a clear benefit.

24 Q. And the benefits of those kinds of products

25 are not going to be available unless the building owner

(SPINKS - CROSS BY CURRAN)

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1 is in a position to move that demarcation point down to
2 the basement. Isn't that correct?

3 A. As I understand this tariff, the building
4 owner would have to choose a demarcation point at a
5 location so as to meet the technical interconnection
6 requirements that that type of equipment would require,
7 which essentially would be the basement.

8 Q. But those customers won't have access to
9 that kind of communications technology unless they have
10 a building owner willing to do that under this proposed
11 settlement; correct?

12 A. Yes.

13 Q. Is it your understanding that U. S. West
14 believes that the majority of existing multi-tenant
15 buildings will, in fact, continue with their
16 demarcation points in the tenants' units themselves?

17 A. No. I have no information on that.

18 Q. Does the Commission Staff have any
19 recommendation as to whether or not these demarcation
20 points will be moved down to the basement or whether
21 they will remain in the dwelling units, which is the
22 common location now?

23 A. Well, as I stated earlier in my opening
24 remarks, for single tenant buildings, the demarcation

25 will be at the minimum point of entry, either at the

(SPINKS - CROSS BY CURRAN)

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1 building or the property.

2 For multi-tenant buildings, the building
3 owners will have choices as to where they want to
4 locate the demarcation point for the bifurcation of the
5 responsibility.

6 Surely some will choose the minimum point in
7 the building, a minimum point on the property, the
8 floor of each building or the unit in some cases.

9 But I have no knowledge as to what it is
10 they will choose, in fact, once this tariff would
11 become effective.

12 Q. Am I correct, then, sir, that the Commission
13 Staff has no information as to what the end result of
14 this system of options will be? You can't advise the
15 Commission whether or not this is going to result in
16 the majority of the demarcation points being moved down
17 to the minimum point of entry or not?

18 A. For multi-tenant building situations, no, we
19 don't know what the building owners will choose.

20 Q. Don't the orders in 88-57 state that it is
21 contemplated that the majority of the demarcation
22 points in multi-tenant structures would be moved down
23 to the minimum point of entry under that decision?

24 A. I'm not familiar with that decision. If you

25 could point me to that.

(SPINKS - CROSS BY CURRAN)

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1 Q. I won't take time doing that now. I'll do
2 that after we take a break.

3 But if you will assume for a moment that
4 that is an accurate statement, can you say whether or
5 not the majority of the demarcation points will be
6 moved to a minimum point of entry under this scenario?

7 A. By "scenario" --

8 Q. By "this scenario," I mean the proposed
9 settlement.

10 A. All single tenant building demarcation
11 points will move to a minimum point. For multi-tenant
12 buildings where choices are provided to the tenants, we
13 don't know -- I don't know what choices they will make.

14 However, if the case is that most buildings
15 are single tenant buildings, for instance, then I would
16 conclude that, yes, most -- for most buildings the
17 demarcation point will be at minimum point.

18 Q. What about for multi-tenant units? Do you
19 have any empirical information upon which to base any
20 kind of opinion that you can express to the Commission
21 as to where the majority of demarcation points will be
22 after this system of options is put into place?

23 A. No.

24 Q. Is it, in fact, your understanding that the

25 majority of the demarcation points that exist today in

(SPINKS - CROSS BY CURRAN)

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1 older structures -- I might just say pre-1990
2 structures because that's the date that's been used in
3 this proceeding before -- are within the dwelling units
4 themselves for multiple tenant situations?

5 A. I think you would have to go back to
6 pre-1986 buildings for that conclusion. I would say in
7 pre-1986 buildings, probably the vast majority, the
8 demarcation point is currently located at the unit.

9 After '86, though, many of the units that
10 were constructed, at least my understanding, may not
11 have a demarcation point at the unit.

12 Q. If the majority of the owners of those
13 pre-1986 buildings simply opt to stay with the status
14 quo and leave the demarcation points where they are in
15 the dwelling units, would that create the kind of open
16 marketplace situation, the competitive environment,
17 that the FCC policy requires for wire inside a
18 multi-tenant structure?

19 A. No. I think that the FCC in allowing these
20 choices recognized that perhaps -- perhaps recognized
21 that that policy needed to be tempered, if you will,
22 for other considerations.

23 For instance, many multi-tenant building
24 owners have argued that they didn't want to have

25 responsibility for this wire. I'm not sure what all

(SPINKS - CROSS BY CURRAN)

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1 the arguments were provided to the FCC. But if their
2 release in 1990 -- the 88-57 order released in 1990,
3 they did conclude that choices ought to be permitted
4 for the location of the demarcation point in
5 multi-tenant units.

6 What we're doing in this agreement is
7 permitting those choices to be made.

8 Q. Where did they state that they assume the
9 majority of them will be moved to the basement? I'm
10 not sure you have answered my question:

11 If the majority of these pre-1986 buildings
12 just elect to stay with the status quo and so you have
13 the majority of these demarcation points in the
14 dwelling unit, that will not create the kind of
15 competitive environment for inside wire, intra building
16 wire -- and I'm not using the defined term right now --
17 but within the building that the FCC requires. Isn't
18 that the case?

19 MS. HASTINGS: Your Honor, I object to that
20 line of questioning. The Building Owners' Association
21 had the opportunity to intervene in this proceeding and
22 to state their position. They did not intervene.

23 As a company we have spoken with them
24 throughout the proceedings, however, regarding this.

25 It's my judgment that Mr. Curran is asking Mr. Spinks

(SPINKS - CROSS BY CURRAN)

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1 to try to determine what the position of the Building
2 Owners would be in this proceeding, and I'm not sure in
3 his position as the Staff telecommunication policy
4 analyst he is really in a position to tell us what the
5 Building Owners' position is. They could be here
6 themselves; they are not.

7 JUDGE CLISHE: Any comments, Mr. Curran?

8 MR. CURRAN: That's not what I'm asking at
9 all, your Honor. I'm asking what the effect of these
10 three options will be. And in particular, if the end
11 result is that the majority of the building owners out
12 there are just going to elect to stay with the status
13 quo, whether or not the end result of that will be in
14 compliance with the FCC order or not, which I think is
15 primary to what the Commission is looking at here.

16 I'm not asking him what the building owners
17 would do or what they would think or what their
18 position might be here.

19 I'm simply asking whether that will create
20 the kind of competitive environment for these services
21 which was contemplated by the FCC decision and which
22 was also the policy of this State as set out in RCW
23 80-36-300.

24 JUDGE CLISHE: It sounds like the question

25 is more in the nature of a hypothetical rather than

(SPINKS - CROSS BY CURRAN)

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1 having you answer on behalf or speculate about what the
2 building owners will do.

3 I'll overrule the objection and you can
4 answer the question, Mr. Spinks.

5 Do you remember what it is? Or do you need
6 to have it repeated?

7 THE WITNESS: Yes, I think I remember.

8 The FCC has a stated -- has a stated policy
9 objective of introducing or permitting competition in
10 the provision of intra building cable as well as a goal
11 of permitting access to that cable.

12 In their -- the 1986 release of Docket
13 88-57, they required a minimum point of entry to be
14 established without allowing any options. Or I should
15 say they permitted it without permitting any other
16 intermediate types of choices like they now do in the
17 1990 release.

18 I think how I answered your question earlier
19 was that there would be a lesser degree of competition
20 or there appears to be -- the focus is not in the 1990
21 release now entirely on competition in introducing
22 competition into the provision of inside wire and
23 cable.

24 There appears to be, rather, a tempering of

25 that policy based on considerations of giving willing

(SPINKS - CROSS BY CURRAN)

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1 owners choices now in how or where they establish the

2 minimum point of entry.

3 So, the answer to your question is, yes, as
4 a result of having given building owners choices, there
5 will be a lesser competitive market than what would
6 otherwise be.

7 BY MR. CURRAN:

8 Q. You mentioned the competitive environment
9 regarding the provision of inside wiring. But also I
10 think at least from the summary comments to 88-57 on
11 Page 8 it also mentions creating an unregulated
12 marketplace environment for the development of
13 communications. So, broader simply than providing
14 inside wire; correct?

15 A. Yes.

16 JUDGE CLISHE: How much more do you have,
17 Mr. Curran? Is this a good time for a break since
18 we're nearly at lunch anyway?

19 MR. CURRAN: I think it is, your Honor. I
20 think we can finish with Mr. Spinks really quickly
21 then.

22 MR. KOONTZ: Judge?

23 JUDGE CLISHE: Yes.

24 MR. KOONTZ: If we're going to go on break,

25 I understand nobody has any cross of the witnesses I

(SPINKS - CROSS BY CURRAN)

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1 have.

2 JUDGE CLISHE: If we can interrupt Mr.
3 Spinks' testimony and Mr. Koontz can do the exhibits or
4 the testimony from his witnesses for Mr. Woods and Mr.
5 Trumball. And then it's my understanding they can be
6 excused. I don't think they indicated that there was
7 any question.

8 MR. KOONTZ: If people have questions, they
9 will stay the afternoon. But my understanding is they
10 will not.

11 JUDGE CLISHE: Let's be off the record and
12 we'll discuss the scheduling for a moment.

13 (Discussion held off the record.)

14 JUDGE CLISHE: Let's be back on the record
15 after a short break to discuss the scheduling. And we
16 are reserving Mr. Spinks until after lunch and will now
17 get on Mr. Koontz's witnesses from ATM.

18

19 EDWARD R. TRUMBALL, JR.

20 witness herein, being first duly
21 sworn, was examined and testified

22 as follows:

23

24 JUDGE CLISHE: Mr. Koontz, would you like me

25 to mark Mr. Trumball's testimony?

WITNESS: EDWARD R. TRUMBALL, JR. - 2/5/93 299

1 MR. KOONTZ: Yes, your Honor.

2 JUDGE CLISHE: Are there any exhibits in the
3 back? I can't recall.

4 MR. KOONTZ: There are.

5 JUDGE CLISHE: I will mark for
6 identification as Exhibit 12 the prefiled testimony of
7 Mr. Edward Trumball. That is sixteen pages. And I
8 will mark that as T-12. I'll mark for identification
9 as Exhibit 13 what is specified as Exhibit ERT-1, and I
10 will mark for identification as Exhibit 14 what is
11 identified as Exhibit ERT-2.

12 (Marked Exhibits T-12, 13 and 14.)

13 JUDGE CLISHE: Mr. Koontz, do you want to go
14 ahead?

15 MR. KOONTZ: I believe there is ERT-3 and 4.

16 JUDGE CLISHE: I'll mark as Exhibit 15
17 Exhibit ERT No. 3. And I'll marked for identification
18 as Exhibit 16 Exhibit ERT-4.

19 (Marked Exhibits 15 and 16.)

20 MR. KOONTZ: All right, your Honor?

21 JUDGE CLISHE: Yes.

22

23 D I R E C T E X A M I N A T I O N

24 BY MR. KOONTZ:

25 Q. Can you please state your name and address

WITNESS: EDWARD TRUMBALL (Direct by Koontz) 2/5/93 300

1 for the record.

2 A. Edward R. Trumball, Jr.

3 Q. Your address?

4 A. 16440 241st Avenue Southeast, Issaquah,
5 Washington 98027.

6 Q. And can you state who you are currently
7 employed by?

8 A. Primarily by West Management Group.

9 Q. In preparation for your testimony today, did
10 you pre-file testimony and exhibits?

11 A. Yes, I did.

12 Q. Was the testimony prepared by you?

13 A. Yes, it was.

14 Q. Is the testimony before you now?

15 A. Yes, it is.

16 Q. And the Judge just identified that testimony
17 as Exhibits T-12 through 16?

18 A. Yes.

19 Q. If I were to ask you the same questions as
20 set forth in the prefiled testimony today, would your
21 answers be the same?

22 A. They would.

23 MR. KOONTZ: I have no further questions for
24 this witness.

25 JUDGE CLISHE: Thank you.

WITNESS: EDWARD TRUMBALL (Direct by Koontz) 2/5/93 301

1 Are there any questions anyone has of Mr.
2 Trumball?

3 MS. HASTINGS: I have none, your Honor.

4 JUDGE CLISHE: Do you want to offer the
5 exhibits?

6 MR. KOONTZ: I do. I would like to offer
7 Exhibits T-12 and T-13 through T-16 into the record,
8 sir.

9 JUDGE CLISHE: I think the testimony is T-12
10 and the exhibits I just indicated are Exhibits 13
11 through 16.

12 Are there any objections to those exhibits
13 being included in the hearing recovered?

14 MS. BROWN: No objection.

15 MR. GARLING: No.

16 JUDGE CLISHE: Hearing no objection I'll
17 admit Exhibits T-12 and 13 through 16 into the hearing
18 record.

19 (Received Exhibits T-12, 13, 14, 15 and 16.)

20 JUDGE CLISHE: Thank you, Mr. Trumball.

21 No questions? Thank you.

22 MR. KOONTZ: Your Honor, I would next like
23 to ask Mr. Woods to take the stand.

24 JUDGE CLISHE: Okay.

25

WITNESS: ROSS WOODS - 2/5/93

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1

2

ROSS WOODS,

3

witness herein, being first duly

4

sworn, was examined and testified

5

as follows:

6

7

JUDGE CLISHE: Would you like me to mark for
8 identification as Exhibit 17 what is identified as the
9 direct testimony of Mr. Ross Woods?

10

MR. KOONTZ: Yes, your Honor. And there are
11 no exhibits.

12

(Marked Exhibit T-17.)

13

14

D I R E C T E X A M I N A T I O N

15

BY MR. KOONTZ:

16

Q. Mr. Woods, could you state your name and
17 business address for the record.

18

A. Ross Woods, 320 Andover Park East, Suite
19 235, Seattle, Washington 98188.

20

Q. Who you are employed by?

21

A. Triad Development, Incorporated.

22

Q. In preparation for your testimony today, did
23 you pre-file testimony?

24

A. I did.

25 Q. Was the testimony prepared by you?

WITNESS: ROSS WOODS (Direct by Koontz) 2/5/93 303

1 A. Yes.

2 Q. Is the testimony before you now?

3 A. It is.

4 Q. If I were to ask you the same questions that
5 are set forth in your prefiled testimony today, would
6 your answers be the same?

7 A. Yes.

8 MR. KOONTZ: I have no further questions,
9 your Honor.

10 JUDGE CLISHE: Are there any questions of
11 Mr. Woods?

12 MS. HASTINGS: I have none.

13 JUDGE CLISHE: All right. Did you wish to
14 offer this Exhibit T-17, Mr. Koontz?

15 MR. KOONTZ: I do.

16 JUDGE CLISHE: Are there any objections to
17 Exhibit T-17 being included in the hearing record?

18 MS. BROWN: No objection.

19 MR. GARLING: None.

20 JUDGE CLISHE: Hearing no objection, I'll
21 admit Exhibit T-17 into the record.

22 (Received Exhibit T-17.)

23 JUDGE CLISHE: Thank you, Mr. Woods, for
24 your testimony.

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Is there anything else before we break for

WITNESS: ROSS WOODS (Direct by Koontz) 2/5/93 304

lunch and then come back and have Mr. Spinks testify?

JUDGE CLISHE: Let's be off the record.

(At 11:55 a.m. the above cause was recessed
until 1:15 p.m.)

25

WITNESS: ROSS WOODS (Direct by Koontz) 2/5/93 305

1 OLYMPIA, WASHINGTON; FRIDAY, FEBRUARY 5, 1993

2 1:15 P.M.

3 --oo0oo--

4

5 THOMAS L. SPINKS,
6 witness herein, having been previously
7 duly sworn, was examined and testified
8 further as follows:

9

10 JUDGE CLISHE: Back on the record after our
11 lunch break. At this time, Mr. Curran, would you like
12 to continue with your questioning of Mr. Spinks?

13 MR. CURRAN: Thank you, your Honor.

14

15 C R O S S - E X A M I N A T I O N

16 (resumed)

17 BY MR. CURRAN:

18 Q. Isn't one of the questions of whether or not
19 something is connected to the network is whether or not
20 it might cause harm to the network?

21 A. The question of whether equipment might
22 cause harm to the network or not was considered by the
23 FCC in some of their dockets.

24 But as to the standards that were

25 promulgated in Part 68 I'm not sure how they address

WITNESS: THOMAS L. SPINKS (Cross by Curran) 2/5/93 306

1 that other than -- I recall some language indicating
2 that the Company could disconnect equipment in the
3 event network harm would occur, does occur, or where it
4 was believed that imminent harm would occur.

5 Q. Are you aware of any complaints that the
6 Commission has received from the operation of any
7 Enterphone systems in this state?

8 A. No. But I don't work in complaints. So, I
9 wouldn't have knowledge of that, at any rate.

10 Q. I take it you're not aware of any complaints
11 regarding harm to the system from the installation of
12 an RJ71C jack; is that correct?

13 A. No.

14 Q. Who would be the knowledgeable person
15 regarding such complaints?

16 A. You could try Mary Taylor. She works in the
17 section where those complaints are lodged.

18 Q. I believe in your direct testimony you
19 mentioned that the Commission Staff had wanted time or
20 it suggested that in times past before this tariff was
21 revised to resolve some issue outside of the tariff.
22 That was on Page 17 of your testimony. I think you
23 mentioned --

24 A. Yes. The time wasn't to resolve issues, but

25 to I would characterize it tie up the loose ends

WITNESS: THOMAS L. SPINKS (Cross by Curran) 2/5/93 307

1 regarding the customer notification, notification
2 materials, et cetera.

3 Q. I'm looking at Page 17 of your testimony
4 starting on Line 11: "Since the changes being proposed
5 by the company to establish a demarcation policy are
6 both sweeping and substantial, Staff recommends that
7 the tariff revisions and other actions not become
8 effective until at least July 1, 1993."

9 And then you state: "This would provide
10 time for the company and notify all customers of
11 impending changes and their responsibility for wiring,
12 make proposed tariff revisions, develop a wire
13 maintenance plan for tenants, and submit investment and
14 reserve data to Staff in order to set up the
15 amortization."

16 Do you recall that testimony?

17 A. That's correct.

18 Q. What were you referring to there by "develop
19 a wire maintenance plan for tenants"?

20 A. That's the inside -- that's the wire
21 diagnostic plan which is the subject of Mary Taylor's
22 testimony.

23 Q. Okay. So, you weren't referring to a wire
24 maintenance plan that went beyond the scope of the

25 diagnostics plan that's already been addressed in Miss

WITNESS: THOMAS L. SPINKS (Cross by Curran) 2/5/93 308

1 Taylor's direct; is that right?

2 A. That's correct. I was referring to the wire
3 diagnostic plan which she was sponsoring.

4 Q. Did the Commission Staff consider whether
5 some kind of actual wire maintenance plan, in other
6 words, a maintenance plan that goes beyond diagnostics,
7 might be required, not just for tenants, but for
8 premises owners, as well?

9 A. I think you would have to direct that
10 question to Miss Taylor.

11 Q. To your knowledge, was such a wire
12 maintenance plan for buildings considered at all as to
13 whether that might be a necessary aspect of these
14 tariff revisions?

15 A. We may have discussed how we should
16 implement the plan, and that may have been included in
17 the scope of the discussions.

18 Q. But Ms. Taylor would be the appropriate
19 person to direct those issues to?

20 A. Yes.

21 Q. Did the Commission Staff conduct or review
22 any studies to determine what the dollar value of these
23 maintenance responsibilities were that were being
24 shifted from the Company to the building owners under

25 this proposal?

WITNESS: THOMAS L. SPINKS (Cross by Curran) 2/5/93 309

1 A. No.

2 Q. Do you have any empirical basis for
3 estimating what the costs would be for any particular
4 building or class of building?

5 A. Well, they are required to keep accounting
6 records on expenses by accounts that are well enough
7 defined that one ought to be able to discern the amount
8 of expense that the Company incurs in the operation and
9 maintenance of the inter-building network cable.

10 Q. And that information is available for each
11 individual building?

12 A. No, no, I don't believe it would be.

13 Q. Is there any hard information available that
14 would allow a building owner to simply accurately
15 predict what the costs, maintenance costs, might be
16 that they are being asked to undertake under certain of
17 your options in this revised tariff?

18 A. Not to my knowledge.

19 Q. When you visited the Seattle Housing
20 Authority and had your conversations with Mr. Moore and
21 reviewed or visited some of the apartments, I think,
22 that they owned --

23 Is that correct? Do you recall where the
24 facilities were at?

25 A. We went out and looked at two of the

 WITNESS: THOMAS L. SPINKS (Cross by Curran) 2/5/93 310

1 buildings that the Seattle Housing Authority operates.

2 We didn't visit any of the apartments. We went to the

3 locations where the telephone company's facilities are

4 -- come into the board. I believe it's an RJ66. And

5 looked at those.

6 Q. Do you recall which facilities you visited?

7 A. The name of one was Jefferson Terrace. The

8 name of the other escapes me.

9 Q. Roxbury House?

10 A. Yes.

11 Q. And is Roxbury House a high rise?

12 A. Yes.

13 Q. And did you look at the panel in that
14 facility as well? Or just in the Jefferson House?

15 A. No. In both facilities.

16 Q. Based upon your inspection, were you able to
17 come to any opinion as to what the future maintenance
18 costs might be for the wire in either one of those
19 facilities?

20 A. Oh, no, no. I would have no way of knowing.

21 I would venture that wiring between walls seldom if

22 ever is disturbed. It would seem to me that

23 maintenance costs as a general matter from year to year

24 could be nothing for years and then you may have

25 something go wrong with the wiring and then in one year

WITNESS: THOMAS L. SPINKS (Cross by Curran) 2/5/93 311

1 you might have to incur a lot of expense, and operate
2 for years and years with no expense at all, similar to
3 inside wire in residential houses, single residences.

4 We did examine that when -- at the time we
5 established the demarcation point for single-family
6 residences and were evaluating inside wire maintenance
7 plans. And the incidence of repair for inside wire was
8 very long. I think the probability of requiring a
9 repair was something like once every eighteen years or
10 something to that effect.

11 Q. That's for single family homes; is that
12 correct?

13 A. Yes.

14 Q. But you didn't do any similar type of study
15 regarding multiple-family residences?

16 A. No, we did not.

17 Q. I take it there would be a great deal of
18 variation between maintaining existing facilities
19 depending on age, location, a number of different
20 factors?

21 A. It could be, yes.

22 Q. Is any allocation made here to compensate
23 for the cost savings to U. S. West from shifting this
24 maintenance responsibility over to building owners?

25 A. If you're asking if there is any provision

 WITNESS: THOMAS L. SPINKS (Cross by Curran) 2/5/93 312

1 within the context of the stipulated settlement, the
2 answer is no.

3 Q. Within the settlement or not, is there any
4 provision to allow some kind of cost break to the
5 telephone user to result in the cost savings which the
6 Company will benefit from?

7 A. Only indirectly through the Company's
8 current incentive regulation plan where excess revenues
9 are shared with the ratepayers.

10 If you assume that next year, if no other
11 costs or revenues would change this year, ceterus
12 paribus condition, whatever the decrease in expense was
13 associated with the maintenance of those facilities
14 would result in higher earnings, and those higher
15 earnings are shared back with the rate payer.

16 Q. Have you looked at any other states to see
17 whether they have attempted to compensate for the
18 savings to the telephone carrier when their maintenance
19 responsibilities have shifted?

20 A. The only state I'm aware of is I read a
21 California order, and I'm not sure whether this was a
22 final order that became effective or not. But in that
23 order the California Commission ordered that a
24 sur-credit would be applied to customers' bills to act

25 for the decrease in expense which the Company would

WITNESS: THOMAS L. SPINKS (Cross by Curran) 2/5/93 313

1 experience from a demarcation point and also ordered
2 that a sur-credit would be imposed upon those customers
3 for the amortization it cost of the wire that they were
4 now responsible for and would have access to.

5 Q. Did California also make provisions for a
6 maintenance program that building owners or tenants can
7 take advantage of to -- not compensate them -- to
8 assist them with carrying out their maintenance
9 responsibilities?

10 A. I really don't recall whether that was
11 included in the California plan or not.

12 A building owner --

13 Q. Are you aware within Washington state of
14 anyone who offers building maintenance programs for the
15 owners who like to move their demarcs down to the
16 basement?

17 A. No.

18 MR. CURRAN: I have no further questions,
19 your Honor.

20 JUDGE CLISHE: All right.

21 Do you have any questions of Mr. Spinks?

22 MS. HASTINGS: I have a couple, your Honor.

23

24

25

WITNESS: THOMAS SPINKS (Cross by Hastings) 2/5/93 314

1 C R O S S - E X A M I N A T I O N

2 BY MS. HASTINGS:

3 Q. Mr. Spinks, does the Washington Utilities
4 and Transportation Commission currently require the
5 telephone company to wire telephone facilities to the
6 tenants' individual units?

7 A. I'm not certain whether the Commission
8 requires it or whether the Company has a tariff on file
9 which requires it.

10 Q. You think there is a tariff on file that
11 covers that?

12 A. Yes.

13 Q. Is it your testimony today that the
14 stipulated settlement complies with the FCC's
15 requirements regarding placement of the demarcation
16 points and the establishment of the telephone network?

17 A. Yes.

18 Q. In your judgment does the tariff that is
19 approved today or will be approved as a part of the
20 stipulated settlement prevent a tenant or telephone
21 subscriber from obtaining non-telephone services such
22 as security, alarm, or cable services?

23 A. Is the question would this proposed tariff
24 prevent --

25 Q. -- a tenant from obtaining

WITNESS: THOMAS SPINKS (Cross by Hastings) 2/5/93 315

1 non-telecommunications services such as security
2 services or alarm services?

3 A. Generally, no.

4 Q. In a multi-tenant situation, does the Staff
5 believe it's appropriate for the building owner and not
6 the tenant to determine where the telephone company's
7 telecommunications responsibilities and maintenance
8 responsibilities end?

9 A. I'm sorry. Could you repeat that?

10 Q. In a multi-tenant situation, does the Staff
11 believe it is appropriate for the building owner and
12 not the tenant to determine where the telephone
13 company's facilities and maintenance responsibilities
14 for those facilities end?

15 A. I believe that under this proposal the
16 telephone company or the building owner -- and I
17 believe appropriately so -- has the choice to determine
18 where the point of demarcation point will be.

19 Tenants -- I note, however, that we have a
20 statute which requires the Company to provide service
21 on demand which allows tenants to receive their service
22 directly from the telephone company if they choose.

23 MS. HASTINGS: Your Honor, I would like to
24 make judicial notice of Provision 47 CFR, specifically

25 Section 68.213. And if it's permissible I would like

WITNESS: THOMAS SPINKS (Cross by Hastings) 2/5/93 316

1 to read a brief section from that rule.

2 "The customer or the premises owner may not
3 access carrier wiring and facilities on the carrier's
4 side of the demarcation point."

5 And I would just like to ask, having taken
6 judicial notice of that, ask Mr. Spinks:

7 BY MS. HASTINGS:

8 Q. Are you aware of the existence of that rule?

9 A. Yes.

10 MR. CURRAN: First, I object to taking
11 judicial notice of one thing being taken out of
12 context. They have an opportunity to brief their case.
13 They can cite anything that they would like for your
14 benefit. But I don't think it's appropriate to take
15 judicial notice of one line read out of the entire
16 CFRs.

17 MS. BROWN: I think at the last or I should
18 say the first round of hearings, I don't believe
19 Viscount participated in the examination of the
20 company's witnesses. I remember questioning them
21 extensively about the FCC dockets as well as Part 68.

22 MS. HASTINGS: I could read the whole
23 section.

24 MR. CURRAN: My only point is it's

25 appropriate for briefing. If she wants to get into

WITNESS: THOMAS SPINKS (Cross by Hastings) 2/5/93 317

1 briefing and oral argument I think it's a waste of
2 time.

3 JUDGE CLISHE: If you could make a copy so
4 that I don't have to go and find one somewhere.
5 Probably not just of that one section unless that's
6 quite small. But what about all of 68? How long is
7 that?

8 MS. HASTINGS: Quite a few pages.

9 JUDGE CLISHE: That's quite a few pages?

10 MS. HASTINGS: What I would be happy to do
11 is get you that or get you a copy of the order, 88-57,
12 which I think has been supplied as a part of the record
13 earlier. That's actually in the order. So, it's not
14 anything new.

15 JUDGE CLISHE: Okay, Mr. Curran.

16 MR. CURRAN: If I may just state my
17 objection: I believe that statement has been read out
18 of context. I have no problem with them bringing that
19 up or cross-examining Mr. Spinks. I do have a problem
20 with them asking you to take judicial notice of one
21 sentence read out of context.

22 JUDGE CLISHE: That's why I would like to
23 have as much of it as seems fit regarding that so it
24 doesn't appear that it's one thing which may or may not

25 be pertinent to this issue here.

WITNESS: THOMAS SPINKS (Cross by Hastings) 2/5/93 318

1 Whatever pages. I don't think it has to be
2 millions of pages. But --

3 MS. HASTINGS: We will be happy to furnish a
4 copy of the entire rule. I would be happy to read the
5 entire rule right now, although I don't think everyone
6 would be happy if I did that.

7 And actually asking Mr. Spinks if he is
8 familiar with the rule concludes our questions.

9 JUDGE CLISHE: Okay. So, I'm going to take
10 official notice of this.

11 If you want to provide a copy of whatever
12 seems like it will be in the context.

13 MS. HASTINGS: It's already there, but we
14 will.

15 JUDGE CLISHE: That will take care of any
16 difficulties.

17 Did you have questions of Mr. Spinks?

18 MS. BROWN: I have no redirect.

19 JUDGE CLISHE: Mr. Garling?

20 MR. GARLING: Yes.

21

22 C R O S S - E X A M I N A T I O N

23 BY MR. GARLING:

24 Q. Mr. Spinks, you were asked a good number of

25 questions by Mr. Curran. From public counsel's point

WITNESS: THOMAS SPINKS (Cross by Garling) 2/5/93 319

1 of view I would like to have you give an opinion
2 regarding the effect in terms of convenience or costs
3 of the stipulated settlement agreement on residential
4 customers and also on small business customers, if you
5 can.

6 A. Well, it doesn't seem to me that -- when you
7 say "residential customers," I assume you're talking
8 about tenants of multi-tenant buildings?

9 Q. Yes.

10 A. We have done no specific study, as such.
11 However, we did have concerns with respect to how
12 tenants would know who was responsible for wire or for
13 their telephone not working under this new arrangement.
14 And that's the subject of the materials developed in
15 Exhibit B to this agreement, which Staff witness Mary
16 Taylor can probably give some better idea of what we
17 intend to do to deal with the new environment with
18 respect to multi-tenant residential subscribers.

19 MR. GARLING: Nothing further.

20 JUDGE CLISHE: All right.

21 Did you have any recross?

22 MR. CURRAN: No, your Honor.

23 JUDGE CLISHE: Everybody through with Mr.

24 Spinks?

25 MS. BROWN: If you are.

WITNESS: THOMAS SPINKS (Cross by Garling) 2/5/93 320

1 JUDGE CLISHE: I am.

2 Okay. Thank you, Mr. Spinks, for your
3 testimony.

4 THE WITNESS: You're welcome, your Honor.

5 JUDGE CLISHE: All right. Now, are we going
6 to hear from Miss Taylor?

7 MS. BROWN: Yes. And she has already been
8 sworn.

9

10 MARY M. TAYLOR,
11 witness herein, having been previously
12 duly sworn, was examined and testified
13 further as follows:

14

15 JUDGE CLISHE: Miss Taylor, you were sworn
16 earlier this morning and are still under oath. And,
17 Mr. Curran, do you have questions of Miss Taylor?

18 MR. CURRAN: I do. Just a few.

19

20 C R O S S - E X A M I N A T I O N

21 BY MR. CURRAN:

22 Q. Miss Taylor, I understand from Mr. Spinks'
23 prior testimony that you're the most knowledgeable
24 person regarding consumer complaints received by the

25 Commission; is that correct?

WITNESS: MARY M. TAYLOR (Cross by Curran) 2/5/93 321

1 A. Between the two of us, yes, I would say
2 that's correct.

3 Q. Let's take a swing at it.

4 Are you aware of any complaints that the
5 Commission has received regarding Enterphone systems
6 that are operating within this state?

7 A. Typically, first of all, I'll say I'm not
8 aware of any. But the normal complaints that we
9 receive are against regulated utilities. Since
10 Enterphone is not a regulated company, normally we're
11 not going to receive a complaint against that piece of
12 equipment or vendor.

13 Q. I'll represent to you the Enterphone product
14 has been around for 25 years. So, it pre-dates any
15 talk of deregulating the system. You don't have to
16 accept or reject that fact.

17 Assuming that's true, is it still the case
18 that you personally do not know of any complaints
19 regarding the use of an Enterphone or possible harm to
20 the network by an Enterphone within Washington State?

21 A. Again, personally I have not handled any
22 complaints regarding the Enterphone system. But again
23 I need to clarify that because it's not a regulated
24 utility, typically we would not receive a complaint of

25 that nature.

WITNESS: MARY M. TAYLOR (Cross by Curran) 2/5/93 322

1 To expand, if there was a complaint as a
2 result of harm to the network, normally the complaint
3 or the complainant in that case, what I would envision
4 would be the company that was harmed, would be the
5 carrier, not the vendor in that particular situation,
6 Enterphone.

7 Q. Okay. Then your direct testimony dealt I
8 think principally with the diagnostics program that you
9 propose be entered and also the customer education
10 program; is that correct?

11 A. Right.

12 Q. Is the customer education program the same
13 as the notification program that Mr. Spinks referenced
14 in his testimony? Or are they separate?

15 A. It's encompassed in the education program.
16 The education program that we have included in the
17 stipulated agreement is broader than that.

18 Q. Why is it necessary that the customers be
19 educated regarding this change?

20 A. Preinvestiture, we still have people who --
21 single residence customers who are confused about
22 responsibility for maintenance of inside wire. And
23 that was some time ago. It's just another step as you
24 change it and as the system changes, there is still a

25 large base of customers that believe, whenever you

WITNESS: MARY M. TAYLOR (Cross by Curran) 2/5/93 323

1 experience a problem with telephone service, you call
2 the telephone company.

3 And in today's environment, that's not
4 always necessarily the truth.

5 Q. Specifically in regard to this proposal and
6 I guess with regard to what's now the stipulated
7 settlement, what is it that you believe requires that
8 the customer, telephone customers out there, undergo an
9 educational process to know about?

10 A. With the changes that are proposed in the
11 stipulated agreement, there is different scenarios as
12 to who would be responsible for maintenance or getting
13 service to an individual tenant, particularly in a
14 multi-tenant situation.

15 And ultimately, if a vendor's equipment
16 fails or its cabling fails and creates a problem, if
17 the phone company were to dispatch on that as a result
18 of a customer's call that they are out of phone
19 service, ultimately they would be responsible for
20 paying the Company's costs for going out and diagnosing
21 the problem.

22 Q. In a multi-tenant situation and let's just
23 assume a high rise apartment building, who will your
24 educational program be directed to? The premises owner

25 or the customers who live there?

WITNESS: MARY M. TAYLOR (Cross by Curran) 2/5/93 324

1 A. We're actually proposing two as far as
2 written notification. There will be notification to
3 the tenants themselves explaining that there may be a
4 third party involved in this now.

5 As well we're proposing notice to go to the
6 building owners to explain the tariff that's approved
7 and their options. So, there is two separate written
8 notices that we have discussed and that are included.

9 Q. Do you expect a fair amount of confusion
10 regarding this system of three options that's being
11 proposed?

12 A. Currently there are buildings that are
13 served in this manner right now. I can tell you any
14 time you make a change to an existing policy, there is
15 confusion.

16 However, I think the steps that we proposed
17 will eliminate that or help reduce it. You'll never
18 eliminate it completely.

19 Q. Won't the confusion exist not only over
20 options but over what the actual status of any
21 particular building might be?

22 A. When you say "confusion," who are we talking
23 about? The building owner? Or are we talking about
24 the tenant?

25 Q. Either one. Right now under this proposal,

WITNESS: MARY M. TAYLOR (Cross by Curran) 2/5/93 325

1 you can have buildings with demarcation points in the
2 basement, within the dwelling units, on various floors,
3 at the property line. I would certainly think from the
4 tenants' point of view that it would be a confusing
5 situation to know where it is.

6 A. Actually, again, in a couple of different
7 arenas or different approaches, we have recommended
8 written notifications. Also, there are different
9 methods that a tenant when they establish service in a
10 multi-tenant building, if it's a minimal point of
11 presence building, the Company is going or has agreed
12 to through the education package, they have the
13 capability of seeing on their screen whether there is
14 service directed to that individual unit or if it's
15 something other.

16 That's another means for education verbally.

17 Beyond that is a new tenant. In that
18 situation they will also be including a brochure that
19 goes out to the new customer that outlines multi-tenant
20 buildings and responsibility.

21 Q. Isn't one of the advantages of having a
22 universal MPOE policy that it clears up a lot of this
23 confusion?

24 A. Are we talking all basement?

25 Q. All basement.

WITNESS: MARY M. TAYLOR (Cross by Curran) 2/5/93 326

1 A. It can certainly make the options clearer,
2 although that I don't know that that's always the best.
3 If a building owner is not interested in maintaining,
4 the MPOE policy may not be to the benefit of the
5 tenant.

6 Q. If the willing owner is not interested in
7 maintaining under the options you have, the demarcation
8 point is going to remain in the dwelling anyway; right?

9 A. That's what I'm saying, yes.

10 Q. That's not going to open up any
11 possibilities for the tenant right there.

12 A. Your question was do I believe that an MPOE
13 policy is best for the tenants as far as confusion. I
14 believe that was your question, was it not?

15 Q. I didn't say for the tenants. I asked isn't
16 one of the benefits of a universal MPOE policy that it
17 clears up a lot of the confusion that can exist when
18 you have so many different buildings that have
19 exercised different options.

20 A. Actually it's a more straightforward
21 proposal when you're talking about confusion. However,
22 I don't know that it's the best policy.

23 Q. What would be the detriment to a telephone
24 customer, the tenant sitting in his dwelling unit, of

25 having a universal MPOE policy?

WITNESS: MARY M. TAYLOR (Cross by Curran) 2/5/93 327

1 A. The detriment as I mentioned is under what's
2 proposed, if a landlord doesn't want to take over the
3 responsibility of maintenance, the telephone company
4 can still serve to that individual unit.

5 My concern with an MPOE policy would be
6 that, if you had a landlord who wasn't interested in
7 maintaining the individual customers, service could
8 suffer because of that.

9 Q. I asked Mr. Spinks if he knew of any
10 programs in existence in Washington State today that a
11 building owner could take advantage of to contract with
12 somebody to take care of their maintenance needs. He
13 wasn't aware of any.

14 Are you?

15 A. Not by name. I know that there are
16 electrical contractors or I have been advised through
17 contacts that I have had with consultants that there
18 are people out there that do it. But I can't give you
19 a name specifically.

20 Q. In Washington State?

21 A. Yes.

22 Q. Are you aware of anybody who has a specific
23 program that can be contracted with for a regular
24 monthly payment such as you're proposing for your

25 diagnostic plan, as opposed to simply calling an

WITNESS: MARY M. TAYLOR (Cross by Curran) 2/5/93 328

1 electrician and saying, "Come out, I have got a
2 problem"?

3 A. I don't know of any specifically. I also
4 don't know that they don't exist.

5 Q. Has the Commission Staff made any kind of a
6 study to see what's out there or whether anybody might
7 be interested in instituting that kind of a problem?

8 A. No.

9 Q. Have you had any discussions with U. S. West
10 on whether they would start such a program?

11 A. U. S. West currently will do work on a
12 deregulated time and materials basis.

13 Q. But the question was whether anybody would
14 have a standard contractual arrangement where a
15 building owner could pay so much per month to take care
16 of their maintenance.

17 A. I haven't discussed that specifically with
18 U. S. West, no.

19 MR. CURRAN: I have no further questions.

20 JUDGE CLISHE: All right.

21 Did you have anything to ask of Miss Taylor.

22 MS. HASTINGS: Just a couple.

23

24

25

WITNESS: MARY M. TAYLOR (Cross by Hastings) 2/5/93 329

1 C R O S S - E X A M I N A T I O N

2 BY MS. HASTINGS:

3 Q. Miss Taylor, to your knowledge, does the
4 placement of equipment such as the Viscount equipment
5 that we talked about today improve the quality of basic
6 telephone service?

7 A. Improve the quality of basic telephone
8 service? I'm not familiar enough with the services
9 that they offer to be able to comment on that.

10 Q. Could you offer an opinion as to why it is
11 important or what benefit a non-telecommunications
12 company such as Viscount would get if it were able to
13 place their CPE on the telephone company's facilities?

14 A. Can you restate the question? I lost you.

15 Q. You bet. A lot of the discussion this
16 morning between Mr. Curran and Mr. Spinks dealt with
17 the fact that the Enterphone will work best if it's
18 placed on telephone company facilities.

19 I'm just trying to determine if you have an
20 opinion as to what benefit there is to a company like
21 Viscount to be able to place their equipment on those
22 telephone company facilities.

23 MR. CURRAN: Your Honor, I'm going to object
24 to the form of the question. I think there is a lack

25 of foundation here. She is not here as an expert

WITNESS: MARY M. TAYLOR (Cross by Hastings) 2/5/93 330

1 witness. She is here as a member of the Staff. And I
2 think that is beyond the scope of anything we discussed
3 in her direct.

4 MS. HASTINGS: It's very possible it was not
5 discussed in her direct. I'm asking her opinion about
6 some testimony that she did hear this morning, some
7 elaborate and extensive testimony which existed between
8 yourself and Mr. Spinks which I believe is on the
9 record. I'm asking her with respect to that testimony
10 which is on the record, does she have an opinion?

11 JUDGE CLISHE: I'm going to overrule the
12 objection.

13 Do you remember the question?

14 THE WITNESS: Why don't you repeat it for
15 me.

16 MS. HASTINGS: I'll try it once more.

17 BY MS. HASTINGS:

18 Q. The question is can you offer an opinion --
19 there was a lot of discussion between Mr. Curran and
20 Mr. Spinks about the necessity or the need for the
21 Enterphone to be placed on the telephone company's side
22 of the demarc in order for it to work properly. That's
23 how I understood the discussion this morning.

24 What I'm asking you in your position as a

25 person who handles telephone service complaints, could

WITNESS: MARY M. TAYLOR (Cross by Hastings) 2/5/93 331

1 you offer an opinion as to why it would be and what
2 benefit a non-telecommunications company such as
3 Viscount would get if it were able to place that CPE on
4 the telephone company's facilities on the telephone
5 company's side of that demarcation point?

6 MR. CURRAN: Object. Mischaracterizes the
7 previous testimony.

8 JUDGE CLISHE: I'll overrule the objection.
9 If you want to consider that a hypothetical, you can go
10 ahead. I think you heard the testimony this morning,
11 but given the set of circumstances that Miss Hastings
12 described.

13 THE WITNESS: What I understood, again, the
14 hypothetical situation that was explained this morning
15 as I understand it was that they were talking about
16 establishing two separate demarcs on a particular
17 circuit or a number of circuits.

18 As I understood it, what they talked about
19 was using -- and I don't remember the exact jack that
20 they used -- a regulated systems jack is one demarc
21 point and continuing onto the individual units is a
22 second demarc point.

23 I think the advantage in my opinion if that
24 situation were allowed, that ultimately you would be

25 able to -- a vendor would be able to connect equipment

WITNESS: MARY M. TAYLOR (Cross by Hastings) 2/5/93 332

1 on the network and ultimately U. S. West would still be
2 responsible for the maintenance of that cable.

3 So, if it created a problem where not -- if
4 a piece of equipment is added beyond the Company's
5 network facilities. There is a problem beyond that.
6 U. S. West does not have to bear the responsibilities
7 for the maintenance, where in the other system U. S.
8 West would be absorbing those costs or those rate
9 payers.

10 MS. HASTINGS: That's all I have.

11 JUDGE CLISHE: Mr. Koontz, I suspect that
12 you don't have any?

13 MR. KOONTZ: I don't.

14 JUDGE CLISHE: Mr. Garling?

15 Miss Brown?

16 Thank you, Miss Taylor, for your testimony.

17 JUDGE CLISHE: It's my understanding then
18 that the two or three witnesses for Viscount will be
19 heard from. Is that right?

20 MR. CURRAN: Correct.

21 JUDGE CLISHE: Would you like to call your
22 first witness, Mr. Curran.

23 MR. CURRAN: I would call Owen Barclay.

24 (Discussion held off the record.)

25

WITNESS: OWEN BARCLAY - 2/5/93

333

1 OWEN BARCLAY,
2 witness herein, being first duly
3 sworn, was examined and testified
4 as follows:

5

6 DIRECT EXAMINATION

7 BY MR. CURRAN:

8 Q. Mr. Barclay, would you state your full name
9 and business address for the record, please.

10 A. Owen Barclay, employed by Viscount
11 Industries. 105 East 69th Avenue, Vancouver, British
12 Columbia. Postal code V5X2W9.

13 Q. Did you prepare written testimony which was
14 prefiled in this matter?

15 A. Yes, I did.

16 Q. Was that filed on behalf of Viscount
17 Industries?

18 A. Yes, it was.

19 Q. You were authorized to file that testimony
20 on its behalf?

21 A. Yes.

22 Q. Is that the testimony that's been marked for
23 identification as ORB testimony?

24 A. Yes, that's correct.

25 Q. Would you repeat and reaffirm each and every
WITNESS: OWEN BARCLAY (Direct by Curran) 2/5/93 334

1 statement that's made therein if you were asked that
2 under oath today?

3 A. Yes, I would.

4 MR. CURRAN: Your Honor, we would offer Mr.
5 Barclay's testimony into the record.

6 JUDGE CLISHE: I'll mark for identification
7 as Exhibit T-18 what's identified as ORB testimony.

8 (Marked Exhibit T-18.)

9 JUDGE CLISHE: Are there any objections to
10 this being included in the record?

11 Hearing no objections I'll admit Exhibit
12 T-18 into the hearing record.

13 (Received Exhibit T-18.)

14 MR. CURRAN: We would offer Mr. Barclay for
15 cross-examination.

16 JUDGE CLISHE: All right.

17 Miss Hastings, do you have questions for Mr.
18 Barclay?

19 MS. HASTINGS: No.

20 JUDGE CLISHE: Mr. Koontz?

21 MR. KOONTZ: No.

22 JUDGE CLISHE: Mr. Garling?

23 MR. GARLING: No.

24 JUDGE CLISHE: Miss Brown?

25 MS. BROWN: Yes.

WITNESS: OWEN BARCLAY (Direct by Curran) 2/5/93 335

1 C R O S S - E X A M I N A T I O N

2 BY MS. BROWN:

3 Q. Mr. Barclay, if your Enterphone equipment is
4 attached beyond the demarcation point, will it function
5 properly?

6 A. It will function properly as long as it's
7 connected at a point where all of the cable or all of
8 the individual lines for all the tenants are in one
9 place.

10 Q. By that you mean that with the minimum point
11 of presence it will work?

12 A. I'm not sure what you mean by "minimum point
13 of presence."

14 Q. Basement demarc.

15 A. If there was a universal methodology of
16 establishing the demarcation point in every building,
17 whether commercial or multi-tenant, at the minimum
18 point of entry for the building, then, yes, it would
19 work.

20 MS. BROWN: Thank you. I have nothing
21 further.

22 JUDGE CLISHE: Mr. Curran, did you have any
23 questions, redirect, of Mr. Barclay?

24 MR. CURRAN: No, your Honor.

25 JUDGE CLISHE: Okay. Thank you, Mr.

WITNESS: OWEN BARCLAY (Cross by Brown) 2/5/93 336

1 Barclay, for your testimony.

2 Would you like to call your next witness,
3 please?

4 MR. CURRAN: Emmett Moore, your Honor.

5

6 EMMETT R. MOORE,
7 witness herein, being first duly
8 sworn, was examined and testified
9 as follows:

10

11 D I R E C T E X A M I N A T I O N

12 BY MR. CURRAN:

13 Q. Mr. Moore, could you please state your full
14 name and business address.

15 A. Emmett R. Moore. The company I work for is
16 Seattle Housing Authority, business address of 120
17 6th Avenue North, Seattle, Washington 98109.

18 Q. What's the business of the Seattle Housing
19 Authority?

20 A. It's to provide safe affordable housing for
21 low and moderate income people.

22 Q. Is that a public entity?

23 A. Yes.

24 Q. What's your position?

25 A. Construction project manager.

 WITNESS: EMMETT R. MOORE (Direct by Curran) 2/5/93 337

1 Q. Did you prepare prefiled testimony which was
2 filed in written form in this matter?

3 A. Yes, I did.

4 Q. And is that the testimony that's been marked
5 for identification as ERM testimony?

6 A. Yes, it is.

7 Q. And would you repeat and reaffirm each and
8 every statement made herein if you were asked here
9 today under oath?

10 A. Yes, I would.

11 Q. And are you authorized to testify here today
12 by the Seattle Housing Authority?

13 A. Yes, I am.

14 MR CURRAN: Your Honor, I would offer Mr.
15 Moore's prefiled testimony into evidence.

16 JUDGE CLISHE: All right. I have marked for
17 identification as Exhibit T-19 what's been identified
18 as ERM testimony, which consists of seventeen pages.

19 (Marked Exhibit T-19.)

20 JUDGE CLISHE: Is there any objection to
21 that being included in the hearing record?

22 Hearing no objection, I'll admit Exhibit
23 T-19 into the hearing record.

24 (Received Exhibit T-19.)

25 MR. CURRAN: Your Honor, I would offer Mr.

WITNESS: EMMETT R. MOORE (Direct by Curran) 2/5/93 338

1 Moore for cross-examination.

2 JUDGE CLISHE: Do you have any questions of
3 Mr. Moore, Miss Hastings?

4 MS. HASTINGS: Just a couple, please.

5

6 C R O S S - E X A M I N A T I O N

7 BY MS. HASTINGS:

8 Q. Mr. Moore, you're familiar with the terms of
9 the stipulated settlement that was entered into the
10 record this morning?

11 A. Yes, I am.

12 Q. Do the terms of the stipulated settlement
13 meet your needs and needs of the Seattle Housing
14 Authority?

15 A. Not entirely.

16 Q. In your judgment, does the tariff that's
17 been offered prevent a tenant or telephone subscribers
18 from obtaining non-telecommunications services such as
19 security alarm or cable?

20 A. It doesn't prevent them, but it restricts
21 them.

22 Q. Thank you. Do you provide tenants in your
23 buildings today with non-telecommunications services
24 such as alarm, security, or cable under the existing

25 policy where the demarcation point is in the individual

WITNESS: EMMETT MOORE (Cross by Hastings) 2/5/93 339

1 tenant units?

2 A. To a degree, yes.

3 MS. HASTINGS: Thank you. That's all I
4 have.

5 JUDGE CLISHE: All right.

6 Miss Brown, do you have any questions of Mr.
7 Moore?

8 MS. BROWN: No, your Honor.

9 JUDGE CLISHE: Mr. Koontz or Mr. Garling,
10 anything of Mr. Moore?

11 MR. GARLING: No.

12 MR. KOONTZ: No, your Honor.

13 JUDGE CLISHE: Thank you.

14 MR. CURRAN: Your Honor, I do.

15 JUDGE CLISHE: Mr. Curran, sorry.

16

17 R E D I R E C T E X A M I N A T I O N

18 BY MR. CURRAN:

19 Q. In regard to the questions that were asked
20 you by Miss Hastings, she asked if this stipulated
21 settlement met all of your needs, and you said not all.
22 What are the needs that the stipulated settlement does
23 not meet for the Seattle Housing Authority?

24 A. It does not address the issues of -- moving

25 the demarcation point is fine. Okay? But this

WITNESS: EMMETT MOORE (Redirect by Curran) 2/5/93 340

1 particular issue does not address the fact that by
2 moving the demarcation point building owners such as
3 myself are going to have to incur increased operating
4 costs in terms of the maintenance of the cable and
5 subsequently the replacement of the cable as
6 technologies change.

7 We have no means or capacity to judge what
8 those costs are going to be or when we'll incur them.
9 Agencies such as the Housing Authority are fixed budget
10 agencies. We have no means or capacity to pass on
11 costs, increased costs, to our client base. If I incur
12 an increase in costs, I ultimately have to take it out
13 of my cash reserves. When the cash reserves are gone,
14 they are gone.

15 I can go back to the Federal Government and
16 say, "Could I please have more money?" But in today's
17 climate, I don't think they are going to give it to us.

18 Q. She also asked you if the stipulated
19 settlement prevented you from having access to
20 technologies such as Enterphone, and I believe your
21 answer was it restricts your access. That's
22 paraphrasing the question and the answer.

23 In what ways does it restrict your access to
24 these technologies in your mind?

25 A. The Housing Authority has not yet determined

 WITNESS: EMMETT MOORE (Redirect by Curran) 2/5/93 341

1 on a corporate basis whether or not we will move the
2 demarcation points to the minimum point of entry. If
3 we do not move the demarcation point, I cannot utilize
4 equipment such as the Enterphone system.

5 Q. Is there other equipment or other
6 technologies that you're looking at beyond simply
7 Enterphone which it also restricts?

8 A. Yes, there are. There is data
9 communications. We're in the process now of expanding
10 our data communications network. There is certain
11 security issues that we're trying to accomplish which
12 would utilize twisted pair technology which is
13 telephone wire, which would be restricted -- we would
14 not have access to.

15 Q. Miss Hastings also asked you if you do
16 provide your clients or tenants with entry control
17 systems at the present time. I think your answer was
18 that you have installed an entry control system. I
19 believe your direct testimony was that you had
20 installed an entry control system at Roxbury House.

21 You have to answer audibly for the court
22 reporter.

23 A. Yes, it was.

24 Q. And is that the facility in which you

25 considered putting in an Enterphone?

WITNESS: EMMETT MOORE (Redirect by Curran) 2/5/93 342

1 A. Yes, it was.

2 Q. What kind of equipment did you eventually
3 put in there for an entry control system?

4 A. A conventional hard wired intercom system.

5 Q. In your mind, was that equivalent to the
6 Enterphone?

7 A. Not at all.

8 Q. In which way was it not equivalent?

9 A. It restricted the flexibility of use for the
10 residents or by the residents. It reduced my ability
11 to monitor activities generated through the access
12 system. In other words, who is coming? Who is going?
13 From where to where?

14 Existing technologies such as what I
15 installed did not have the capabilities that the
16 Enterphone type systems have.

17 Q. Can you give us a little more detail, what
18 kinds of restrictions you're talking about? Some
19 specifics?

20 A. Existing intercom systems are not readily
21 used by elderly people because of their design. The
22 designs are pretty much rubber stamped from something
23 that was created back in the '50s and '60s.

24 The Enterphone type systems on the other

25 hand because they are a telephone based type system

WITNESS: EMMETT MOORE (Redirect by Curran) 2/5/93 343

1 allow greater ease of use for people with disabilities.

2 By law I'm required to comply with certain
3 requirements for compliance with the American
4 Disabilities Act, things of this nature. The
5 Enterphone type system, if I could install it, would
6 allow me to use certain pieces of equipment that are
7 easier to use by people with disabilities.

8 Q. Is there any way that your clients or your
9 tenants can choose to have access to the technologies
10 like Enterphone unless you make the decisions which
11 allow it to be installed within your building?

12 A. That's correct. I cannot prevent them from
13 demanding U. S. West's service. But with the way
14 leases are written and enforced, it would be very
15 difficult on their part.

16 Q. Just so I understand your answer correctly,
17 is it the case, sir, that you have to be in a position
18 to move the demarc to install an Enterphone system
19 before your tenants can have the benefits of that kind
20 of an entry system; is that right?

21 A. That's correct.

22 Q. As it presently sits under this proposed
23 settlement, do you believe you would be in a position
24 to do that?

25 A. I would be in a position to move the demarc

WITNESS: EMMETT MOORE (Redirect by Curran) 2/5/93 344

1 point, yes. But would I then incur increasing costs?

2 Yes again.

3 It's not necessarily the best thing for my

4 company.

5 Q. In your mind, is that a significant cost to

6 take on the responsibility for maintaining the wiring

7 in your facility?

8 A. No one knows. We can estimate. But at

9 best, since I have no information available to me, --

10 Q. If you were going to add that as a budget

11 item in your request to the Housing Authority, would

12 you have any hard information to back that up on?

13 A. No.

14 Q. If you did not put it in there as a budget

15 item, would you have any funds available to use for

16 repair?

17 A. No.

18 MR. CURRAN: I have no further questions.

19 JUDGE CLISHE: All right. Any --

20 MS. HASTINGS: Yes, I have a question.

21

22 R E C R O S S - E X A M I N A T I O N

23 BY MS. HASTINGS:

24 Q. Mr. Moore, is it your testimony, then, that

25 in your judgment it should be the responsibility of the

WITNESS: EMMETT MOORE (Recross by Hastings) 2/5/93 345

1 rate payer to fund the deployment of

2 non-telecommunications services?

3 A. Clarify, please.

4 Q. I'm just trying to understand your

5 testimony. Is it your testimony that it should be the

6 responsibility of the person that pays for telephone

7 service, the rate payer, to fund the deployment of

8 non-telecommunications services such as the Enterphone?

9 MR. CURRAN: Your Honor, I'm going to object

10 to the form of the question, which is argumentative.

11 It asks for a legal conclusion. Again, there is no

12 foundation.

13 JUDGE CLISHE: Any comment, Miss Hastings?

14 MS. HASTINGS: Mr. Moore has just advised us

15 that it will be very expensive for the Seattle Housing

16 Authority to pay for the wire if they make the decision

17 to move the telephone network facilities back to the

18 minimum point of entry.

19 I'm trying to understand if he doesn't have

20 the money if it's his understanding or his

21 recommendation or he has -- it's his testimony that he

22 believes that the rate payers should pay for the costs

23 of maintaining and providing that wire.

24 JUDGE CLISHE: I'm going to overrule the

25 objection, but perhaps you can explain. I'm not sure

WITNESS: EMMETT MOORE (Recross by Hastings) 2/5/93 346

1 that Mr. Moore knows and I'm not sure I know or at
2 least if you clarify it, I think it will be easier to
3 respond to. The rate payer you're referring to is the
4 current U. S. West rate payer?

5 MS. HASTINGS: Yes.

6 JUDGE CLISHE: Does that make it clearer for
7 you?

8 THE WITNESS: Yes.

9 JUDGE CLISHE: Okay.

10 THE WITNESS: The resident or the rate payer
11 as you put it is not obligated or should not be to pay
12 or support the cost if the demarcation point is moved
13 to the minimum point of entry.

14 BY MS. HASTINGS:

15 Q. Let me ask it differently. Really what we
16 have here is the situation where the telephone wires
17 would be put in place by someone and paid for by
18 someone. And that someone may be the telephone
19 company, who charges its costs to the rate payer, or it
20 may be by a building owner.

21 Once those wires are placed in the building,
22 I'm understanding that it would be advantageous for the
23 Seattle Housing Authority to run over those wires for
24 free services of non-telecommunications companies.

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I'm just trying to understand if it's your
WITNESS: EMMETT MOORE (Recross by Hastings) 2/5/93 347

testimony that you think it would be a good idea for
those companies to use those wires that were placed by
some other entity for free by Viscount?

A. I'm not saying that it should be used by any
other entity necessarily for free. What I'm saying is
the Housing Authority would like to see a policy of
co-existence.

Q. Thank you.

MS. HASTINGS: I have no further questions.

JUDGE CLISHE: Any other questions?

MS. BROWN: No questions.

MR. CURRAN: Nothing.

JUDGE CLISHE: Thank you very much, Mr.
Moore, for your testimony.

MR. CURRAN: Call Erik Isakson.

ERIK ISAKSON,
witness herein, being first duly
sworn, was examined and testified
as follows:

JUDGE CLISHE: Would you like to have a
seat.

25

WITNESS: ERIK ISAKSON (Direct by Curran) 2/5/93 348

1 DIRECT EXAMINATION

2 BY MR. CURRAN:

3 Q. Could you state your name and address, sir.

4 A. Erik Isakson, 1743 First Avenue south,
5 Seattle 98134.

6 Q. Who do you work for?

7 A. Guardian Security Systems, Incorporated.

8 Q. What's the business of Guardian?

9 A. To install, monitor, and maintain burglar,
10 fire alarms for low voltage.

11 Q. Is the Enterphone systems one of the systems
12 that you market and install?

13 A. That is correct.

14 Q. And have you prepared prefilled testimony in
15 this matter?

16 A. Yes, sir.

17 Q. Is that the testimony that has been marked
18 for identification as EI testimony?

19 A. Yes.

20 Q. Would you repeat and reaffirm each and every
21 statement you have made here herein if you were asked
22 these same questions under oath today?

23 A. That is correct.

24 Q. And are you authorized to testify on behalf

25 of Guardian?

WITNESS: ERIK ISAKSON (Direct by Curran) 2/5/93 349

1 A. Yes.

2 MR. CURRAN: Your Honor, I would offer Mr.
3 Isakson's testimony into evidence.

4 JUDGE CLISHE: All right. I have marked for
5 identification as Exhibit T-20 the testimony of Mr.
6 Isakson, which consists of testimony on six pages.

7 (Marked Exhibit T-20.)

8 JUDGE CLISHE: Is there any objection to Mr.
9 Isakson's testimony being included in the hearing
10 record?

11 MS. BROWN: No objection.

12 MS. HASTINGS: No.

13 JUDGE CLISHE: I'll admit Exhibit T-20 into
14 the hearing record.

15 (Received Exhibit T-20.)

16 MR. CURRAN: We would offer Mr. Isakson for
17 cross-examination.

18 MS. HASTINGS: We have no questions.

19 JUDGE CLISHE: Does Staff have any questions
20 of Mr. Isakson?

21 MS. BROWN: No.

22 JUDGE CLISHE: All right.

23 Mr. Garling?

24 MR. GARLING: No.

25 MR. KOONTZ: I have no questions from ATM.

WITNESS: ERIK ISAKSON (Direct by Curran) 2/5/93 350

1 MR. CURRAN: Your Honor, I have a few.

2 BY MR. CURRAN:

3 Q. Mr. Isakson, have you had an opportunity to
4 review the proposed settlement that was put into the
5 record today?

6 A. Yes, I have.

7 Q. Does that settlement change in any way the
8 concerns that you laid out in your prefiled testimony?

9 A. To a degree, yes. It has given an
10 opportunity for the owner to move the point of
11 demarcation. From that standpoint that changes one of
12 our concerns.

13 Q. Do you have remaining concerns that have not
14 been addressed or allayed by this proposed settlement?

15 A. We do, yes.

16 Q. What are those?

17 A. From a marketing standpoint of marketing
18 this particular product, we now are not only trying to
19 promote a product but we also have to try to convince a
20 user or educate a user as to what kind of ramifications
21 he will now have with maintenance.

22 And to this point no one has any information
23 where we can find or can pass that along to the owner
24 to be able to make that decision.

25 Q. By "maintenance," you're referring to the

WITNESS: ERIK ISAKSON (Direct by Curran) 2/5/93 351

1 maintenance responsibilities an owner would have to
2 take on if the demarc was moved?

3 A. Put the cable inside the building. That is
4 correct.

5 Q. Do you believe that is a significant
6 detriment to your ability to market the Enterphone
7 system in Washington State?

8 A. It could be. It depends on the education
9 and the knowledge of the owner we're dealing with. It
10 certainly could be.

11 Q. Is the Enterphone system particularly well
12 suited for installation in existing buildings or older
13 buildings?

14 A. Yes, it is.

15 Q. Why is that?

16 A. The main advantage that the Enterphone
17 system has is that it will save the owner of the
18 building in ongoing recurring charges in telephone
19 costs for entry.

20 Currently today with exclusion of unit to
21 unit hard wired intercoms, front door security stations
22 right now require -- most of them require a telephone
23 line to access the individual units.

24 Enterphone's products with the 71C jack does

25 not. So, they will be able to save money every single

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1 month as long as they own the building.

2 Q. Your company also installs hard wired
3 intercoms, does it not?

4 A. That's correct.

5 MS. HASTINGS: Your Honor, I would like to
6 object. I don't have a problem if he asks questions
7 about the testimony heard today or the testimony that
8 was prefiled. But I think we have new testimony going
9 on here. I would like to keep our questions focused on
10 why we came here.

11 JUDGE CLISHE: Any comments?

12 MR. CURRAN: Your Honor, I don't think
13 that's the case. What I'm simply trying to address is
14 whether or not the concerns that he laid out in his
15 prefiled testimony have been erased or whether they
16 still exist as a result of this proposed settlement,
17 which does somewhat -- it changes the issues that are
18 before the Commission essentially from when his
19 prefiled testimony was originally filed.

20 MS. HASTINGS: If Mr. Curran would like to
21 phrase his questions in such a way that says, you know,
22 go through the questions and ask how he would change
23 these answers with respect to the prefiled testimony, I
24 wouldn't object to that. But I was not hearing the

25 questions being phrased that way.

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1 JUDGE CLISHE: Any comments?

2 MR. CURRAN: Yes, your Honor. I don't think
3 there is any requirement that I simply ask him are
4 there any changes in your prefiled testimony, period?
5 I think I have the right to lead this witness through
6 any areas that might be changed so that there is a
7 clear record before the Commission. I'm not planning
8 to take a long time on this.

9 JUDGE CLISHE: All right. I'll overrule the
10 objection. I think since Mr. Isakson has been here
11 today and obviously heard the testimony regarding the
12 settlement as well as other testimony, I think it's
13 appropriate for him to respond to questions about how
14 that might have a bearing on what he had earlier filed
15 as his testimony.

16 MR. CURRAN: Thank you.

17 BY MR. CURRAN:

18 Q. Mr. Isakson, I believe my question was your
19 company also installs and markets hard wired intercom
20 systems which act as entry control systems as well; is
21 that correct?

22 A. Yes.

23 Q. In regard to these older buildings, is there
24 a significant advantage to installing the Enterphone as

25 opposed to hard wiring an intercom?

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1 A. Yes. Incredible difference.

2 Q. And in those older buildings, is maintenance
3 of the wire within the building more of a concern to
4 the owner than in newer buildings?

5 A. I would think so.

6 Q. Do you have any hard information that you
7 can provide to the owner of that older building when
8 you're trying to sell them an Enterphone to assure them
9 what the costs might be? Or do you have any idea what
10 the maintenance costs might be?

11 A. I have none.

12 Q. Are you aware of any maintenance programs to
13 which you can refer that might give them a set cost per
14 month to maintain the wire in their buildings?

15 A. I'm not.

16 MR. CURRAN: I have no further questions.

17 JUDGE CLISHE: All right. Anything else of
18 Mr. Isakson?

19 MS. HASTINGS: I don't have any more.

20 JUDGE CLISHE: Okay. Thank you, Mr.
21 Isakson, for your testimony.

22 MR. CURRAN: Your Honor, if I may, I would
23 like to recall Mr. Barclay briefly if I could.

24 JUDGE CLISHE: Okay. What would you be

25 having him testify about?

WITNESS: ERIK ISAKSON (Direct by Curran) 2/5/93 355

1 MR. CURRAN: I simply want to ask him the
2 same questions that I just asked Mr. Isakson, which is
3 does this -- just the gist of the questions would be
4 does this proposed settlement change in any way the
5 views that he expressed in his prefiled testimony?

6 JUDGE CLISHE: All right.

7 Mr. Barclay, would you like to return up
8 here? And you're still under oath from earlier.

9

10 OWEN BARCLAY,
11 witness herein, having been previously
12 duly sworn, was examined and testified
13 further as follows:

14

15 R E D I R E C T E X A M I N A T I O N

16 BY MR. CURRAN:

17 Q. Mr. Barclay, you have had an opportunity to
18 review the proposed settlement, have you not?

19 A. Yes, I have.

20 Q. Does the proposed settlement meet all of the
21 concerns which Viscount expressed in your earlier
22 testimony?

23 A. No, it does not.

24 Q. What concerns remain?

25 A. When I prefiled my testimony, I requested
 WITNESS: OWEN BARCLAY (Redirect by Curran) 2/5/93 356

1 that either Enterphone be allowed to be
2 inter-positioned in the network or, alternatively,
3 universal MPOE be developed.

4 The reason we asked that was because we are
5 concerned about adding pressures on to a building owner
6 in terms of making a decision. We had a case somewhat
7 recently in New Jersey whereby a building owner was
8 going to have to be required to sign an agreement to
9 connect Enterphone. And we got a lot of opinion back
10 from building owners where they simply would not sign
11 the agreement.

12 So, it was very apparent to us that taking
13 on such responsibilities was not going to be in the
14 building owners' best interests.

15 A universal MPOE policy allows us to freely
16 market the product without putting the additional
17 burden on a building owner.

18 Q. Do you believe that that detriment is
19 significant enough to prevent the viable marketing of
20 this product in Washington State?

21 A. We don't know for sure. We have no evidence
22 to base it on other than our experience in other states
23 and dealing in Canada. But it's our opinion and
24 certainly the Company's position, not just mine, that

25 it will be extremely difficult to pursue the market

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1 under the proposed settlement.

2 Q. What do you mean by "pursue the market"?

3 A. Well, there is considerable investment in
4 time and effort on behalf of our Staff to go out and
5 find dealers. And that is one of the things we would
6 have to do such as finding a dealer such as Guardian
7 Security that Mr. Isakson works for.

8 We're a quality company and we want to tell
9 them what they are up against before they even begin to
10 approach the market and to sell the Enterphone is a
11 long sales process in a lot of instances.

12 If such companies as Mr. Isakson's are
13 concerned about approaching building owners and
14 convincing them that they should take on the
15 maintenance with no information base whatsoever to
16 convince them, then they are not likely to take on the
17 product. There are lots of other things that they can
18 do in their businesses without having that concern to
19 go market with.

20 Q. Could this problem of having to convince
21 building owners that they have to move the demarc down
22 to the basement be significant enough that it might
23 result in your withdrawing the product in Washington
24 State?

25 MR. GARLING: Objection. Speculative.

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1 MR. CURRAN: We have had a fair amount of
2 opinion testimony.

3 MR. GARLING: This is clearly --

4 MR. CURRAN: I have a right to respond to
5 your objection, sir.

6 JUDGE CLISHE: Talk one at a time.

7 Mr. Garling --

8 MR. GARLING: I think it's very speculative.
9 He is asking him to just off the top of his head
10 speculate about things that -- I just feel it's
11 speculative and it's getting late.

12 If it's good opinion testimony, if it's
13 based on something that's in the record, something that
14 he knows about, something from his experience, then I
15 think that's proper opinion.

16 But what you, at least from the question I
17 heard, you weren't asking for proper opinion. You were
18 asking for a speculation.

19 JUDGE CLISHE: Any comments?

20 MR. CURRAN: I don't believe that's the case
21 at all, your Honor. He has testified already as to the
22 feedback that they had from building owners in New
23 Jersey and what not.

24 In his direct testimony they have already

25 stated that at this present point they believe that the

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1 Enterphone system is not a viable product in Washington
2 State.

3 And the question that I am posing to him is,
4 you know, does he believe that under this proposed
5 settlement that there still may be enough of a
6 detriment to try to successfully market it here, that
7 it could result in the product being withdrawn from the
8 state.

9 JUDGE CLISHE: I'm going to overrule the
10 objection and allow Mr. Barclay to answer the question.

11 Do you want it repeated?

12 THE WITNESS: No. I have it, thank you.

13 We certainly wouldn't withdraw from the
14 market. However, we would completely change our
15 philosophy in dealing with the market in that we would
16 take whatever came our way.

17 If a building owner through a reference in
18 California or wherever came to us and said we want an
19 Enterphone system, we would obviously try and have a
20 dealer there to deal with that person. And we would
21 try and have those pieces in place and we would sell
22 them the equipment. We wouldn't have any concern about
23 that.

24 But we wouldn't go after the market nearly

25 as aggressively as we otherwise would. Seattle and

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1 surrounds we consider to be very similar to Vancouver
2 and surrounds in terms of the population, the
3 densities. And so we see a significant marketing
4 community here.

5 MR. CURRAN: I have no further questions.

6

7 C R O S S - E X A M I N A T I O N

8 BY MS. HASTINGS:

9 Q. Mr. Barclay, how old is the Enterphone
10 technology that you are marketing in Washington State?

11 A. The particular model that we have or --
12 The technology itself, the way that
13 Enterphone works, is approximately 28 years old. And
14 it began as a very simple and straightforward
15 mechanical relay type of system and it progressed to
16 electronic relays with a mechanical processing and now
17 it's evolved to a fully, completely microprocessor
18 based almost like a computer system.

19 Q. Thank you. So, I'm trying to understand
20 exactly the issue with the tariff. And what I'm
21 thinking I'm understanding -- I would just like for you
22 to correct my understanding if it's not correct -- is
23 that this technology was great when the telephone
24 company was ubiquitous, and that the creation of a

25 telephone network that is no longer ubiquitous and is

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1 open to competition makes it difficult for your
2 technology to work.

3 Do I understand that correctly?

4 MR. CURRAN: Your Honor, I'm going to object
5 to the form of the question which again I think is
6 argumentative and is better placed in briefs than put
7 to any of the witnesses as a question.

8 But there is also no foundation for this.

9 JUDGE CLISHE: Any comments, Miss Hastings?

10 MS. HASTINGS: We have heard a lot today
11 about how important it is for Viscount to place their
12 technology in the Seattle market. And I am trying to
13 understand how old that technology is and how valuable
14 it would be for the Seattle market to have that
15 technology.

16 So, I did want to know how old it was and I
17 did want to understand why the change in this tariff as
18 it relates to the age of the technology was important.
19 I'm just trying to understand that for my own purposes.

20 MR. CURRAN: Your Honor, if she wants to ask
21 how it is that the Seattle market would benefit from
22 the Enterphone, she can ask that question, but that is
23 not what she asked before.

24 MS. HASTINGS: I don't want to ask that

25 question.

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1 JUDGE CLISHE: In any event, I'm overruling
2 the objection, and Mr. Barclay can answer the question.
3 Or if you need to have it repeated?

4 THE WITNESS: Or give me a new one.

5 BY MS. HASTINGS:

6 Q. The question I'm asking is I'm just trying
7 to understand the problem that might be occurring here
8 is that the technology 28 years ago was good when there
9 was no demarcation point and the telephone company had
10 a ubiquitous network that stopped and started nowhere.

11 Now that there is an FCC order out that says
12 the network stops and starts at a certain point in
13 time, that has a result on your technology. Do I
14 understand?

15 A. If I can broaden that a little bit, and I
16 heard something earlier which made me think of this.
17 It's not essential that Enterphone is installed on the
18 network. Okay? Like ahead or on the Company's side of
19 the demarcation point. That doesn't create the
20 function. There is nothing special about that
21 configuration.

22 Enterphone only needs to connect where all
23 the cable for the building is in one location. That's
24 the way the equipment is designed and the functionality

25 of the jack under which we're permitted by the FCC to

WITNESS: OWEN BARCLAY (Cross by Hastings) 2/5/93 363

1 connect with. That whole scenario provides for our
2 need to connect at that point.

3 The system itself, the technology, still
4 provides significant benefits to end users,
5 subscribers, and building owners regardless of whether
6 it's ahead of the MPOE or behind it.

7 Does that answer the question?

8 Q. Yes. So, do I properly understand your
9 position to be, then, that you need or prefer to be
10 able to place your equipment where all of these cables
11 come together so that the telephone company and its
12 subscribers will be responsible for the necessary costs
13 to maintain the wires that are needed to run your
14 equipment?

15 A. I'm sorry. Could you repeat that?

16 Q. What I'm understanding you to say is it's
17 necessary for you to have your equipment at some point
18 in time where all of the telephone wires come to a
19 central point and meet.

20 A. Yes.

21 Q. And it is important for you because, if that
22 occurs, what you basically have is the telephone
23 company and subscribers paying for the maintenance cost
24 for the wires that your equipment then uses to get to

25 the individual units?

WITNESS: OWEN BARCLAY (Cross by Hastings) 2/5/93 364

1 A. Yes. There is a truth that the subscribers
2 and the telephone company are paying for that wire.
3 But the company is also earning revenue from the
4 provision of that wire as well.

5 Enterphone only uses the wire when there is
6 not a telephone call in process. So, we view that as
7 being a limited or a vacant opportunity in which to use
8 the equipment in the lines.

9 Q. Would Viscount think it appropriate to use
10 telephone company trucks in the evening when they are
11 not being used to do maintenance work?

12 MR. CURRAN: Your Honor, I'm going to
13 object. That's blatantly argumentative.

14 MS. HASTINGS: Just trying to understand
15 what part of the telephone business that is not being
16 used in the daytime is necessary to be used at night.

17 MR. CURRAN: I think it goes way beyond that
18 quite obviously.

19 JUDGE CLISHE: In spite of the fact that it
20 might have had a little edge on that question, I'm
21 going to allow it, although you're not going to go
22 through every little piece of stuff that the phone
23 company uses?

24 MS. HASTINGS: No. I'm just curious so I

25 can warn the folks.

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1 MR. CURRAN: I'm going to restate the
2 objection because I think that's completely improper.

3 JUDGE CLISHE: I understand. I have
4 overruled it.

5 Go ahead, Mr. Barclay.

6 THE WITNESS: I would suspect that if a
7 building owner allowed you to park their vehicles in
8 the building overnight for free in order to provide
9 service then that might be a requirement that we might
10 ask you if we could use those trucks.

11 MS. HASTINGS: No other questions.

12 JUDGE CLISHE: Any other questions of Mr.
13 Barclay?

14 Thank you, Mr. Barclay, for your testimony.

15 It's my understanding that we have come to
16 the last of the witnesses; is that right.

17 MR. CURRAN: For us that's true.

18 JUDGE CLISHE: I have some things I need to
19 discuss with you about how we're going to handle some
20 of these matters. So, let's be off the record for a
21 few minutes, and we'll figure out what we're doing with
22 this. And then --

23 MR. CURRAN: Your Honor, can the witnesses
24 be excused who have been sitting here patiently.

25 (Discussion held off the record.)

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1 JUDGE CLISHE: Back on the record. I will
2 mark for identification as Exhibit 21 the letter of
3 November 13, 1992, from Stephen Holmes of U. S. West,
4 three-page letter, with two attachments.

5 Attachment A is a summary of changes.
6 Attachment B is, I believe, the proposed tariff. The
7 letter concerns the changes that Mr. Williams would
8 have made or corrections to his testimony, which is
9 Exhibit T-1.

10 (Marked Exhibit 21.)

11 JUDGE CLISHE: Is there any objection to the
12 letter and the attachments being included?

13 Hearing no objection I will admit Exhibit 21
14 into the hearing record.

15 (Received Exhibit 21.)

16 JUDGE CLISHE: And we also spoke about the
17 remaining schedule, and I need to do some checking into
18 what pieces of the remaining schedule we need to keep.
19 And, Miss Brown, you were checking on what?

20 MS. BROWN: Public hearing.

21 MS. HASTINGS: Your Honor, I will send you a
22 letter to the effect that U. S. West will not waive its
23 time for the hearings to be suspended pending the
24 approval of the order by the Commission.

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JUDGE CLISHE: Anything else that we need to

WITNESS: OWEN BARCLAY (Cross by Hastings) 2/5/93 367

cover?

MR. CURRAN: Your Honor, other than I guess we request that a formal briefing date be set.

JUDGE CLISHE: All right. Since that was one of the things we were announcing later, I will look into what would be an appropriate time, and I guess I need to look at my calendar and what else I might have to consider with that. So, I will announce either by letter or whatever to the parties.

Okay, anything else? All right, we'll be adjourned for now.

(At 3:00 p.m. this segment of the hearing was concluded.)

