

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition of	)	
	)	DOCKET NO. UT-013073
ELECTRIC LIGHTWAVE, INC.,	)	
FOX COMMUNICATIONS, INC.,	)	QWEST'S RESPONSE TO THE
INTERNATIONAL TELCOM LTD and	)	COMMENTS OF OTHER PARTIES
XO WASHINGTON, INC.	)	
	)	
for a Declaratory Order On Reciprocal	)	
Compensation Rates	)	

---

Pursuant to the schedule established in this proceeding, Qwest Corporation (Qwest) hereby files the following response to the October 8, 2001 comments submitted by other parties. The only parties to submit comments on October 8 were Staff, Verizon, and Level 3. Qwest concurs with Verizon's comments. Additionally, Qwest believes that its September 7, 2001 Statement of Fact and Law addresses the issues raised by Level 3, and those arguments will not be repeated here. Thus, this response only addresses the Staff filing.

Qwest agrees with Staff that there is no explicit language in any Commission order either establishing or declining to establish new reciprocal compensation rates. If such language existed, there would be no need for a declaratory proceeding, as the parties would simply be able to refer to that language and resolve their dispute. However, Qwest disagrees with Staff that the Commission abdicated its responsibility to establish permanent rates in Docket Nos. UT-960369, et al., or that Qwest's own actions after December 2, 2000 somehow constitute an admission that the Commission did not establish those reciprocal compensation rates.

1 Staff first claims that Qwest's actions after the Commission's 25th Supplemental Order are not  
2 consistent with the position that Qwest now takes. Staff states that Qwest did not clearly identify the  
3 rates in its December 2, 2000 tariff as ones that applied to reciprocal compensation, and that Qwest did  
4 not file rates for local switching. Finally, Staff states that Qwest took over six months to notify the  
5 Commission or other carriers of its current position. Qwest disagrees with these claims, which are simply  
6 incorrect. First, Qwest would refer Staff to Qwest's Interconnection Tariff, WN U-43, Section 3,  
7 Original Sheet 10, effective December 2, 2000. The last line item on that page is "Local Switching, per  
8 minute of use". Second, Qwest clearly stated its position with regard to the use of the local and tandem  
9 switching rates well before that tariff became effective in December 2000. In its August 4, 2000  
10 testimony in Part B of Docket No. UT-003013, Qwest stated in testimony that it was Qwest's belief that  
11 the switching rates already established by the Commission would apply for purposes of reciprocal  
12 compensation. (Exhibit T-1001, p. 18, lines 7-9). Thus, it is wrong to claim that Qwest waited until  
13 months after the tariff became effective to notify parties of its position – Qwest's position has consistently  
14 been that the local and tandem switching rates apply to per-minute-of-use reciprocal compensation plan.

15 Although it took some time to send carrier-specific letters to notify affected carriers of the new  
16 rates, the timeline of that notification is consistent with Qwest's implementation of the new rates. After  
17 Qwest's tariffs became effective on December 2, 2000, Qwest had to institute changes to its billing  
18 systems to implement those new rates, and had to prepare amended pricing exhibits for all of the  
19 interconnection agreements it has with CLECs in the state of Washington. The rates for reciprocal  
20 compensation were but one element of many that needed to be changed to reflect the Commission's  
21 orders. Thus, the timeline that Qwest followed is by no means unreasonable, nor is it in any way  
22 indicative that Qwest interpreted the order differently than it does now.

23 Staff concludes "reluctantly" that the Commission did not replace the interim rates for reciprocal  
24 compensation because there is no explicit language to that effect in any Commission order. Staff correctly  
25 notes that the Commission expressed its intent on multiple occasions to replace the interim rates from the  
26 arbitrations with permanent rates from the generic docket. However, Staff's interpretation of the

1 Commission's orders does nothing to give effect to that expressed intent. Indeed, Staff's interpretation  
2 negates the stated purpose of the cost dockets. As pointed out in Qwest's earlier filing in this docket, the  
3 first two interconnection agreements approved by the Commission addressed disputed issues regarding  
4 reciprocal compensation, and one of those agreements contained per-minute-of-use compensation.  
5 Clearly, the Commission knew that the termination function was addressed in interconnection agreements  
6 and that an interim rate for that function had been established. No party ever asked the Commission to  
7 retain the interim rates for reciprocal compensation. Thus, the conclusion that the Commission did  
8 address that rate element is inescapable.

9 Qwest has reviewed the comments of Staff and its own filing of September 7, 2001. Qwest  
10 believes that a point by point response to the balance of Staff's filing would be unduly repetitive of its own  
11 earlier filing, and will therefore simply refer to that document for the balance of its comments.

12 In conclusion, Qwest submits that an order should be issued confirming that the end office and  
13 tandem switching rates as ordered by the Commission in Docket Nos. UT-960369 et al., are applicable  
14 as the reciprocal compensation rates that should be included in the interconnection agreements between  
15 Qwest and CLECs whose interconnection agreements contain per-minute-of-use reciprocal  
16 compensation mechanisms.

17 Respectfully submitted this 16th day of October, 2001.

18 Qwest

19  
20 \_\_\_\_\_  
21 Lisa A. Anderl, WSBA No. 13236  
22 Adam L. Sherr, WSBA No. 25291  
23  
24  
25  
26