

**BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Petition for Arbitration of)
 an Amendment to Interconnection) DOCKET NO. UT-043013
 Agreements of)
) Joint CLEC Response to Order
 VERIZON NORTHWEST INC.) No. 2
)
 with)
)
 COMPETITIVE LOCAL EXCHANGE)
 CARRIERS AND COMMERCIAL MOBILE)
 RADIO SERVICE PROVIDERS IN)
 WASHINGTON)
)
 Pursuant to 47 U.S.C. Section 252(b) and the)
 Triennial *Review Order*.)
)

WorldCom, Inc. (n/k/a "MCI"), the Northwest Competitive Communications Coalition ("NWCCC")¹ and Centel Communications, Inc. ("Joint CLECs") hereby respond to the Washington Utilities and Transportation Commission's ("WUTC" or the "Commission") Order No. 02, Order Granting Extension of Time to File Responses to Petition; Notice of Opportunity to Submit Issues List and Comments; Notice of Opportunity to File Responses to Motion to Dismiss of Sprint Corporation.

¹ For purposes of this filing, the NWCCC members are Eschelon Telecom of Washington, Inc., Oregon Telecom and Stan Efferding, dba Vilaire.

INTRODUCTION

Verizon Northwest Inc. (“Verizon”) has petitioned this Commission to arbitrate amendments to its interconnection agreement with each competitive local exchange carrier (“CLEC”) that operates in Washington, to implement changes in Verizon’s obligations resulting from rules adopted by the Federal Communications Commission (“FCC”) in its Triennial Review Order (“TRO”)². Verizon’s Petition raises both procedural and substantive matters for this Commission to decide. The following lists the major issues.

DISCUSSION

A. Procedural Issues

1. Whether this proceeding should be combined with the Commission’s currently open Verizon SGAT proceeding, Docket No. UT 011219?

The Commission has requested parties to respond to this first issue simultaneously with providing a list of issues to be addressed in this proceeding. The answer to this question, however, depends upon the Commission’s resolution of other procedural issues, including those raised by Sprint Corporation in its Motion to Dismiss filed in this proceeding. The Joint CLECs respectfully request that Commission permit them to discuss this issue in the

² *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Deployment of Wireline Services Offering advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98, 98-147, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, 18 FCC Rcd 16978, para. 282-83(2003) (“Triennial Review Order” or “TRO”), corrected by Errata, 18 FCC Rcd 19020 (2003).

context of their responses to Sprint's Motion to Dismiss, which is due on April 6, 2004. Granting an extension of time to address the issue will enable the parties to more fully consider their recommendation and provide a thoughtful response to this question.

The following is a list of additional procedural issues raised by Verizon's Petition. Many of these issues will be addressed by the parties in their responses to Sprint's Motion to Dismiss.

2. Whether this proceeding is properly an arbitration proceeding, subject to the timelines set forth by Section 252 (b) of the federal Telecommunications Act of 1996 (the "Act")?
3. Whether this proceeding is governed by the change of law provisions contained in each individual CLEC's interconnection agreement with Verizon?
4. Whether this proceeding should be conducted on a consolidated basis, and if so, to what extent or degree?
5. Whether the scope of this proceeding should be limited to those issues raised by the TRO, in its entirety, as it went into effect on October 2, 2003?
6. Whether the scope of this proceeding should include issues raised by the decision of the United States Court of Appeals for the District of Columbia Circuit in *United States Telecom Association v. Federal Communications Commission*, Case No. 00-1012, March 2, 2004 ("*USTA II*")?

B. Substantive Issues

The following substantive list of issues are raised by Verizon's petition for arbitration. Resolution of the procedural issues will guide the Commission in determining which substantive issues should be addressed in this proceeding

and which should be addressed elsewhere, as well as the timeframes in which the issues will be addressed.

1. Whether Verizon's proposed amendments satisfy the FCC rules implementing the Act, including the TRO?
2. Whether Verizon has independent obligations under state law and/or section 271 of the Act to provide the network elements that are the subject of the proposed TRO Attachment?
3. Whether the parties' existing interconnection agreements remain in full force and effect except to the extent explicitly modified by the proposed Amendment? *See Verizon's proposed amendments, sections 2 and 5.*
4. Whether the CLECs' reservation of rights should mirror Verizon's reservation of rights? *See section 6.*
5. Whether the section entitled, "Stay or Reversal of the TRO" should be amended to ensure that the parties' original agreements remain in effect during any stay of the TRO or in the event that the TRO is vacated or reversed? *See section 6.*
6. Whether the provisions addressing change of law should be amended to delete Verizon's ability unilaterally to implement changes to the interconnection agreements? *See sections 1.1, 1.3, 3.1.1.1, 3.1.1.2, 3.1.2.2, 3.1.3.2, 3.1.3.3, 3.3.1, 3.3.1.1, 3.3.1.2, 3.3.2, 3.4.1, 3.4.3, 3.5.1, 3.5.2, 3.5.3, 3.6.1, 3.7.1 and 3.8.1.*
7. Whether section 1.2, which would restrict the CLECs' use of UNEs in a manner inconsistent with the current state of federal law, should be revised to implement accurately the treatment of qualifying services and use restrictions under the TRO and the FCC's revised rules. *See sections 1.2.1, 1.2.2 and 1.2.3.*
8. Whether Verizon's proposed amendments properly address Verizon's nondiscrimination obligations? *See, e.g., TRO ¶ 575 ("Pursuant to the statute, requesting carriers are entitled to nondiscriminatory access to UNE combinations on just, reasonable, and nondiscriminatory rates, terms and conditions."); id. ¶ 592; 47 C.F.R. §§ 51.307(a) (b), 51.311(b).*

9. Whether Verizon's proposed Glossary conforms to the TRO? For example, do Verizon's definitions of DS1 Loop and Unbundled Switching conform to 47 C.F.R. § 51.319(a) (4) and (d) (1)? *See also, §§ 2.8, 2.10, 2.17, 2.16, 2.19, 2.22 and 2.25.*
10. Whether definitions should be added for Combination (2.2), Commingling (2.3, *see* 47 C.F.R. § 51.5; *TRO* ¶ 579); Line Splitting (2.16, *see* 47 C.F.R. § 319(a) (1) (ii)); Loop (2.18, *see* 47 C.F.R. § 319(a); *TRO* n.628); and Wire Center (2.28).
11. Whether the phrase contained in the Glossary, "that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c) (3) and 47 C.F.R. Part 51" should be deleted? *See, e.g., §§ 2.2, 2.3, 2.6, 2.7, 2.15.*
12. Whether Verizon's term as used in Attachment 2, "Nonconforming Facility" should be changed to "Nonconforming Elements?"
13. Whether language should be included throughout the amendment to clarify the difference between changes in the legal status of elements that should be handled under the Nonconforming Elements provision and those that should be handled under the Change of Law provisions?
14. Whether the amendment should be effective October 2, 2003? *See sections 2.20, 3.1.1, 3.1.1.2.1, 3.1.3.2, 3.1.3.3, 3.1.3.4, 3.3.1, 3.4.1, 3.4.3, 3.5.1, 3.5.2, 3.5.3, and 3.8.1.2.*
15. Whether Verizon's Attachment 3 regarding Loops should be amended to strike the word "written?"
16. Whether Verizon's definitions in sections 3.1.1.2.1 and 3.1.1.3 should be amended to conform with 47 C.F.R. Sections 319(a) (5) (no mention of "DS-3 equivalents" and "class of locations")?
17. Whether language should be added to the Nonimpairment section to clarify that Verizon's own proposed procedures to address Nonconforming Elements would be implicated by a finding of nonimpairment? *See section 3.1.1.3.*
18. Whether TRO Attachment 3.1.2 regarding FTTH Loops should be

amended to conform to 47 C.F.R section 319(a) (3)?

19. Whether TRO Attachment 3.1.3 regarding Hybrid Loops Generally should be amended to conform to 47 C.F.R. section 319(a) (2) (iii)? *See §§ 3.1.3.2, 3.1.3.3, 3.1.3.4.*
20. Whether TRO Attachment 3.1.4.2 regarding IDLC Hybrid Loops should be deleted?
21. Whether the language in section 3.1.4.1 should be modified to reflect the TRO's requirements that Verizon provide requesting CLECs with one of the following options, in the case of IDLC loops: 1) a spare copper loop, 2) a UDLC loop, or 3) any technically feasible method of unbundled access? *TRO at ¶297.*
22. Whether section 3.1.4.1 should be amended to delete the verb "endeavor" and instead use the term "where available" to clarify Verizon's affirmative obligation to provide CLECs with a transmission path over hybrid loops served by IDLC?
23. Whether "standard provisioning intervals" and "performance standards" apply to loops provisioned under section 3.1.4? *See § 3.1.4.3.*
24. Whether Verizon's proposal regarding the Retirement of Copper Loops (section 3.15) omits a description of its obligations as described in TRO paragraph 283 and the FCC's new rules, 47 C.F.R. section 319(a)(3)(iii)?
25. Whether language should be added to the amendment to address new line sharing arrangements and the FCC's contemplated transition mechanism for line sharing, as addressed in 47 C.F. R. section 51.319(a)(1)(i)?
26. Whether a separate "non-section 251 wholesale arrangement" should exist between Verizon and the CLECs to address the new line sharing arrangements discussed in the TRO?
27. Whether a section should be added to the Amendment to address Line Splitting?
28. Whether a section should be added to the Amendment to address Line Conditioning?

29. Whether language should be added to the Amendment to implement the decision of the FCC in the Virginia arbitration with respect to customized routing?³
30. Whether section 3.6.1 should be amended to make clear Verizon's affirmative obligations with regard to commingling and to conform Verizon's obligations to the FCC rules?
31. Whether language should be added to make explicit that Verizon shall charge CLECs for commingled UNEs and wholesale services on an "element-by-element" and "service-by-service" basis?
32. Whether Verizon is entitled to a "nonrecurring charge intended to offset Verizon's costs of implementing and managing commingled arrangements?" *See section 3.6.1.*
33. Whether "standard provisioning intervals" and "performance measures and remedies" apply to commingling? *See section 3.6.1.*
34. Whether language should be added to recognize that the parties' amended agreement would satisfy Verizon's tariffs concerning commingling, and that Verizon shall not change such tariffs absent an amendment of the parties' agreement. *See section 3.6.1.*
35. Whether language should be added to TRO Attachment 3.6.2 regarding High-Cap Loop/Transport Combinations to clarify, in accordance with the FCC's rules, that eligibility criteria are applicable only to high-capacity loop and transport facilities, and not to "lower capacity EELs, other combinations, or individual network elements."
36. Whether language should be added to incorporate explicitly 47 C.F.R. section 51.318 service eligibility criteria?
37. Whether a new subsection should be added to Attachment 3.6.2 making express the FCC's ruling, *see TRO ¶ 577*, that no terms and conditions

³ *In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration*, CC Docket No. 00-218, Memorandum Opinion and Order (rel. July 17, 2002) ("Virginia Arbitration Order") at ¶¶ 532-536.

other than those described in the amendment may be imposed by Verizon on the CLECs' purchases of EELs?

38. Whether language should be added to Attachment 3.6.2 regarding high-capacity EEL auditing to conform to the FCC's discussion of such auditing in TRO ¶¶ 625-629?
39. Whether Verizon's provisions involving conversions, *see* Verizon TRO Attachment §§ 3.6.2.3-3.6.2.6, should be moved to a freestanding section?
40. Whether language should be added to track the FCC rules regarding Combinations, 47 C.F.R. section 315 (a)-(f)? *See also TRO paras. 573-574.*
41. Whether TRO Attachment 3.7 regarding Routine Network Modifications should be amended to bring the language into conformity with the relevant FCC rules, *see* 47 C.F.R. §§ 319(a) (8), (e) (5)?
42. Whether TRO Attachment 3.8 with regard to Non-Conforming Elements should be amended to explain the transition mechanism in greater detail?
43. Whether Attachment 3.8 with regard to switching should be amended to ensure that the time periods described would track the effective date of the amendment and would permit CLECs to complete certain tasks ahead of schedule?
44. Whether Attachment 3.8 should be amended to clarify what the FCC Rules contemplate: that mass market switching would be subject to the rates, terms and conditions of the parties' agreement during the transition period?
45. Whether "Other Nonconforming Elements," Verizon TRO Attachment § 3.8.2, should be amended to set forth clear and detailed options and procedures upon a finding that CLECs are no longer impaired with respect to a particular location, route, or geographic market?
46. Whether conversions should be treated in a standalone section?
47. Whether the prices contained in Verizon's proposed TRO amendment must be approved by the Commission before Verizon is allowed to charge them to CLECs?
48. What process should apply to incorporate Commission approved prices into the parties' interconnection agreements?

This list is not exhaustive. The Joint CLEC will supplement the issues set forth herein as they have more time to review and analyze Verizon's proposal as filed here in Washington.

Dated this 25th day of March 2004.

Respectfully Submitted,

MCI

By: _____

Michel L. Singer Nelson

707 -17th Street, #4200

Denver, Colorado 80202

303-390-6106

303.390.6333

micel.singer_nelson@mci.com

Attorneys for NWCCC and Centel

Miller Nash LLP

Brooks E. Harlow

Voice: 206-777-7406

Fax: 206-622-7485