[Service Date February 2, 2007]

BEFORE THE WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition for Arbitration of an Amendment to Interconnection Agreements of VERIZON NORTHWEST INC. 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	)	DOCKET UT-043013 ORDER 19 ORDER ON COMPLIANCE FILING; APPROVING IN PART, AND REJECTING IN PART, VERIZON'S PROPOSED AMENDMENT; DIRECTING REFILING OF CONFORMING AMENDMENT TO INTERCONNECTION AGREEMENT; GRANTING VERIZON'S MOTION

1 ***SYNOPSIS.*** *In this Order, we approve in part and reject in part language in the proposed Amendment to Interconnection Agreement suggested by each of the parties based on whether the language is consistent with the Arbitrator's Decision and the Commission's final order in this proceeding. We also reject as procedurally inappropriate proposed language relating to issues that parties did not bring up in the arbitration or on review. We require Verizon to file an amendment in compliance with this Order within 30 days following the service date of the Order. Finally, we grant the motion of Verizon and Verizon Access to allow Verizon Access to withdraw from the proceeding.*

2 **PROCEEDINGS.** Docket UT-043013 concerns a petition filed by Verizon Northwest Inc. (Verizon or Company) with the Washington Utilities and Transportation Commission (Commission) for arbitration pursuant to 47 U.S.C.

§ 252(b)(1) of the Telecommunications Act of 1996 (the Act)[1] and the Federal Communications Commission's (FCC) Triennial Review Order (TRO).[2] Verizon sought to arbitrate an amendment to its interconnection agreements with all competitive local exchange carriers (CLECs) and Commercial Mobil Radio Service providers in Washington State that have entered into agreements with Verizon.[3]

3 **PROCEDURAL HISTORY.** After Verizon filed its petition on February 26, 2004, the legal environment of the petition changed: The United States Circuit Court of Appeals for the District of Columbia vacated and remanded the Triennial Review Order,[4] the FCC issued interim unbundling rules,[5] and later issued final unbundling rules in its Triennial Review Remand Order (TRRO).[6] This proceeding was delayed due to these events.

4 Arbitrator Ann E. Rendahl entered Order 17, the Arbitrator's Report and Decision (Arbitrator's Decision), on July 8, 2005.

5 On August 8, 2005, Verizon and AT&T Communications of the Pacific Northwest, Inc., and AT&T Local Services on behalf of TCG Seattle (collectively AT&T) filed separate Petitions for Review of the Arbitrator's Decision.

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[1] Public Law No. 104-104, 101 Stat. 56 (1996).
[2] *In the Matter of 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, 96-098, 98-147, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, 18 FCC Rcd 16978 (2003) [Hereinafter "Triennial Review Order, " or TRO], *vacated in part and remanded, United States Telecom Ass'n v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) (*USTA II*), *cert. denied, NARUC v. United States Telecom Ass'n*, 125 S.Ct. 313, 316, 345 (2004).
[3] A glossary of acronyms and terms used in this Order is attached for the convenience of readers.
[4] *USTA II v. FCC*, 359 F.3d 554 (D.C. Cir. 2004).
[5] *Unbundled Access to Network Elements, WC Docket No. 04-313, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338*, Order and Notice of Proposed Rulemaking, FCC 04-179 (rel. August 20, 2004).
[6] *In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, Order on Remand, FCC 04-290 (rel. Feb. 4, 2005) [Hereinafter "Triennial Review Remand Order, " or TRRO].

6 On August 18, 2005, Verizon filed a reply to AT&T's petition, AT&T filed a response to Verizon's petition, and Integra Telecom of Washington, Inc. (Integra), Pac-West Telecomm, Inc. (Pac-West), and XO Communications Services, Inc. (XO) (collectively the Joint CLECs) filed a response to Verizon's and AT&T's petitions for review.

7 On September 22, 2005, the Commission entered Order 18, granting in part and denying in part the parties' petitions for review.

8 While the parties' initially agreed to file a complete, signed interconnection agreement for approval within 30 days after the Commission entered Order 18, the parties later requested several extensions of time to file a conforming interconnection agreement.

9 On January 31, 2006, Verizon filed with the Commission a proposed amendment to the interconnection agreement, together with a brief on disputed conforming language. On the same day, the Joint CLECs (Covad Communications Company (Covad), Integra, Pac-West and XO) filed a brief on conforming language issues. Advanced Telcom Inc. (ATI) filed a letter concurring in the Joint CLECs' brief.

10 The Commission scheduled oral argument in this matter for March 14, 2006, and then cancelled the oral argument due to a scheduling conflict.

11 On March 14, 2006, Verizon submitted as supplemental authority decisions from similar arbitration proceedings in California, Texas and Vermont.

12 On July 13, 2006, Verizon and its affiliate, MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services (Verizon Access), filed a motion seeking leave for Verizon Access to withdraw from the proceeding.

13 **APPEARANCES.** Timothy J. O'Connell and John H. Ridge, Stoel Rives, LLP, Seattle, Washington, Aaron M. Panner, Scott H. Angstreich, and Stuart Buck, Kellogg, Huber, Hansen Todd, Evans & Figel, P.L.L.C., Washington, D.C., and Kimberly Caswell, Associate General Counsel, Verizon Corporation, Tampa, Florida, represent Verizon in the proceeding. Michelle Bourianoff and Letty S.D. Friesen,

AT&T Law Department, Austin, Texas, represent AT&T. Russell M. Blau, Edward W. Kirsch, and Phillip Macres, Swidler Berlin LLP, Washington, D.C., represent Focal Communications Corporation of Washington (Focal) and the Competitive Carrier Coalition.[7] John Gockely, Chicago, Illinois, represents Focal. Gregory J. Kopta, Davis Wright Tremaine, LLP, Seattle, Washington, represents Integra, Pac-West, and XO. Michel L. Singer Nelson, Senior Regulatory Attorney, Denver, Colorado, represents MCI, Inc., through its regulated subsidiaries in Washington (MCI). Brooks E. Harlow and David L. Rice, Miller Nash LLP, Seattle, Washington, and Genevieve Morelli, Andrea P. Edmonds, and Tamara E. Conner, Kelley, Drye & Warren LLP, Washington D.C., represent the Competitive Carrier Group.[8] William E. Hendricks, III, Hood River, Oregon, represents Sprint Communications Company, L.P.

MEMORANDUM

A. Resolution of Remaining Disputed Issues

14 The process for arbitration proceedings under Section 252 of the Act and our rules requires the Commission to issue a final order resolving disputes over an Arbitrator's decision, and for the parties to then file with the Commission an interconnection agreement consistent with the Commission's decision.[9] There is nothing in the Act or Commission rules that allows for additional process following a final order other than to file an agreement in compliance with the order, file a petition for reconsideration or appeal the final order.

15 In this case, no party filed a petition for reconsideration or appealed the Commission's final order. Instead of filing an interconnection agreement in compliance with our final order, the parties ask us to resolve additional disputes,

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[7] The members of the Competitive Carrier Coalition include Focal, Allegiance Telecom of Washington, Inc., DSL.net Communications, LLC, Integra, Adelphia Business Solutions Operations, Inc., Pac-West, ICG Telecom Group, Inc., and McLeodUSA Telecommunications Services, Inc.

[8] The members of the Competitive Carrier Group include ATI, BullsEye Telecom Inc., Comcast Phone of Washington, LLC, DIECA Communications Inc. d/b/a Covad Communications Company, Global Crossing Local Services Inc., KMC Telecom V Inc., and Winstar Communications LLC.

[9] *See* 49 U.S.C. § 252(e); WAC 480-07-640(2).

several of which are thinly disguised efforts to reargue issues already decided or to raise new issues. Neither rearguing decided issues nor raising new issues following a final order is proper and verges on an abuse of the arbitration and adjudicative process. We extended the time for the parties to file a conforming amendment, not to provide an opportunity to relitigate contested issues. Thus, we interpret the parties' proposals for conforming language as competing compliance filings, and address the proposals accordingly.

16 We have considered the parties' disputed language and arguments. In this Order, we accept the parties' proposed language if it is consistent with the Arbitrator's Decision or our final order and reject it if it is not. Where the parties continue to dispute issues resolved in the Arbitrator's Decision or our final order, we deem those disputes barred as untimely requests for reconsideration. Some disputed issues are moot because the transition periods of the Triennial Review Remand Order have passed. Finally, where the parties raise new issues not addressed in the Arbitrator's Decision or our final order, we reject the language as procedurally improper. We direct the parties to resolve these new issues through negotiation, or if necessary, through a new request for arbitration. Where the parties have agreed to new language in a proposed amendment to an interconnection agreement, we will accept it as negotiated language under 47 U.S.C. § 252(e)(1).

17 This Order resolves all issues raised by the parties, and requires Verizon to file a conforming amendment to the parties' interconnection agreement within 30 days of the effective date of this Order.

1. Previously Decided Issues

18 The Arbitrator resolved numerous issues in her Arbitrator's Decision. After the parties sought review of several of the decisions in that order, we entered our final order. Where the parties continue to dispute these decisions by proposing language inconsistent with these orders, we reject the proposed language as improper. The following issues have been previously decided and are not properly before us:[10]

[10] The issues listed below are those identified by the parties in briefs filed with the proposed amendment. The section refers to the section of the proposed amendment in which a party proposes language.

a) What is the scope of the amendment? (Sections 2.2, 2.6, 3.4.1, and throughout).

b) Should the amendment include an 18 month or 12 month transition period for additional dark fiber transport designated as non-impaired? (Section 3.6.3.1)

c) May Verizon require the exact form of certifying or ordering enhanced extended links (EELs) (Section 3.11.2.6)?

d) In an audit of CLEC eligibility to order EELs, what costs may CLECs recover for complying with an auditor's requests (Section 3.11.2.6)?

e) The definition of "Dedicated Transport" (Section 4.7.7)

f) The definitions of "Fiber-to-the-home (FTTH) Loop" and "Fiber-to-the-curb (FTTC) Loop" (Sections 4.7.19 and 4.7.20)

19 There is one issue that was not previously decided in this arbitration, but should have been. One of the CLECs, Focal Communications Corporation of Washington, proposed in the arbitration that, in the event of an audit of CLEC eligibility to order EELs, the auditor should provide a copy of its report to the CLEC at the same time as to Verizon. The Arbitrator never resolved the issue. We would have addressed the issue in our final order had the parties raised the issue on review, but no party did so. In addition, no party sought reconsideration of the final order on this issue. The CLECs now propose language to address the issue in Section 3.11.2.9 of the proposed amendment. Similar to the issues discussed above, parties may not fail to take advantage of procedural opportunities to cure errors, and then raise the issues after entry of a final order. We reject the CLECs' language.

2. New or Moot Issues

20 The parties propose language to address issues not previously addressed or litigated in the arbitration. Some of the new language in dispute addresses specific issues arising from the TRRO, which was not released until February 5, 2005 – after the parties filed initial briefs in this proceeding. As a result, no party had filed or proposed language on certain issues raised by the TRRO, such as how the amendment should address new obligations for access to high-capacity elements. The Arbitrator addressed the issues generally, and suggested that the Commission conduct a generic

inquiry into wire center designations in Docket UT-053025.[11] We agreed, suggesting it would be appropriate to address the issues in that docket.[12] Given our decisions there, some of the parties' proposals are also moot.[13]

21 The following issues are raised here for the first time and the proposed language is therefore rejected:

a) Should the section referring to pre-existing discontinuance rights apply to CLECs as well as Verizon? (Section 2.5)

b) Should the restriction on greenfield FTTH and FTTC apply to segments of the loop? (Section 3.1.1)

c) When a copper loop is retired in a FTTH/FTTC overbuild arrangement, must Verizon provide access to single or multiple transmission paths? (Section 3.1.2)

d) Should a CLEC and all its affiliates be counted as one carrier for purposes of determining access to high-capacity loops and transport? (Sections 3.4.1.1.2, 3.4.2.1.2, 3.5.1.1.2, 3.5.2.1.2)

e) Should the amendment require CLECs to submit their certifications for high-capacity UNEs through Verizon's electronic ordering process? (Section 3.6.1.3)

f) Should the amendment include language allowing Verizon to use any dispute resolution process under the Agreement to resolve disputes over the designation of non-impaired wire centers? (Section 3.6.2.1)

g) If Verizon prevails in a dispute over eligibility for high-capacity UNEs, what rate must a CLEC pay to Verizon for use of the UNEs during the dispute? (Section 3.6.2.2)

h) Should the amendment restrict charges for access to non-impaired dark fiber transport to charges for commercial service reasonably analogous to dark fiber transport? (Section 3.6.2.2.1)

i) What requirements should the amendment include for providing back up data to CLECs for wire centers designated as non-impaired? (Section 3.6.1.2)

j) Under what conditions may Verizon reject CLEC orders for high-capacity UNEs? (Section 3.6.2.3)

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[11] Order 17, ¶¶ 106, 117.
[12] Order 18, ¶ 19.
[13] For example, issues relating to the process for designating wire centers as non-impaired for access to high-capacity elements are largely moot due to our decision in Docket UT-053025.

k) Should the amendment require transition or true-up bills to include information to allow CLECs to verify the accuracy of bills? (Section 3.8.2.3)

l) What terms should the amendment include for repricing and discontinuing UNEs, in particular for CLEC timeliness in ordering alternative services (Section 3.9.1)

m) What terms should the amendment include for repricing UNEs due to untimely conversions? (Section 3.9.1.1)

n) Should the amendment provide that CLECs pay termination charges for early termination of special access facilities? (Section 3.11.2.4)

3. Compliant Language

22 The following issues are ripe for resolution in a compliance order:

a) Should the amendment include the qualifying term "notwithstanding"?

23 Verizon includes the term "notwithstanding" in phrases throughout its proposed agreement as follows:

> The agreement is amended to include the following provisions and the Pricing Attachment …, all of which shall apply to and be a part of the Agreement *notwithstanding* any other provision of the agreement.[14]
>
> *Notwithstanding* any other provision of the Agreement, this Amendment, or any Verizon tariff…[15]

24 Verizon's persistent use of the term "notwithstanding" is inconsistent with the Arbitrator's Decision.[16] While we find the word "notwithstanding" appropriate in Section 1 of the proposed amendment, we reject Verizon's use of the term in Sections 2.2, 2.4, 3.1, 3.2, 3.3, 3.4, 3.5 and other sections of the proposed amendment, consistent with the Arbitrator's Decision.

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[14] January 31, 2006, Proposed Amendment (Proposed Amendment), § 1 (emphasis added).
[15] *Id*., §§ 2.2, 2.4, 3.1, 3.2, 3.3, 3.4, 3.5 and throughout (emphasis added).
[16] Order 17, ¶ 494.

b) Should the amendment include the Pricing Attachment and Exhibit A, or should these documents be modified?

25 Verizon attaches to the proposed amendment a Pricing Attachment and a list of rates and charges in Exhibit A. The version of the proposed amendment in dispute at the time of the Arbitrator's Decision also included a Pricing Attachment and Exhibit A, although the original Pricing Attachment included different language, and Exhibit A included more rate items.

26 We approve the use of the revised Pricing Attachment and Exhibit A to the proposed agreement. Neither the Arbitrator's Decision nor our final order directed Verizon to remove the Pricing Attachment or Exhibit A from the proposed agreement. In fact, the Arbitrator allowed Verizon to include in Exhibit A only those rates approved by the Commission.[17]

c) Should the amendment include references to "Applicable State Law"?

27 In describing its obligations to provide UNEs in various sections of the agreement, Verizon proposes to include the phrase "in accordance with, but only to the extent required by the Federal Unbundling Rules and the Arbitration Orders." The CLECs propose the following: "in accordance with the Federal Unbundling Rules, *applicable state law*, or the Arbitration Orders."[18]

28 While Verizon's proposal to include the term "Arbitration Orders," recognizes only part of the concept of state law discussed in the Arbitrator's Decision,[19] the Joint CLECs' concept of state law is overly broad. We find Verizon's proposed language sufficient and consistent with the Arbitrator's decisions on this difficult issue.

d) Should the amendment limit use of loops different than IDLC loops to "existing" copper loops or UDLC?

29 Verizon proposes additional, clarifying language in the proposed amendment, as follows:

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[17] *Id.*, ¶ 531.
[18] Proposed Amendment, §§ 2.2, 2.6, 3.4.1, and throughout.
[19] Order 17, ¶ 66.

> Verizon, in its sole discretion, will provide CLEC with an ***existing*** Universal Digital Loop Carrier (UDLC), ***where available***.[20]

30 We accept Verizon's language as consistent with prior orders. The Arbitrator's Decision found that ILECs, not CLECs, may elect to provide CLECs access when replacing hybrid loops, including IDLC loops, with fiber.[21] Under the FCC's decision, ILECs have the option to provide access to an existing UDLC loop, or spare copper facility. If these options are not available, CLECs must pay for new loop construction if they still seek access.[22]

e) What terms should the amendment include for repricing and discontinuing UNEs when CLECs fail to disconnect discontinued elements?

31 Section 3.9.2 addresses the terms and conditions that apply if a CLEC has not requested disconnection of a network element discontinued under the TRO or TRRO, or submitted a timely conversion order by March 11, 2006. Verizon proposes to disconnect the element if it has previously provided 30 days notice of the right to disconnect, or to convert the element to an analogous arrangement. The CLECs seek 30 days notice prior to conversion.

32 We accept Verizon's language. The language implements the Arbitrator's decision that CLECs do not need further notice of withdrawal of elements discontinued in the TRO and TRRO.[23]

f) What charges may Verizon apply when a CLEC disconnects or connects a UNE with another service?

33 The parties dispute language in the proposed amendment addressing the limitations on charges Verizon may impose when a CLEC discontinues a UNE.[24] Verizon proposes the following language:

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[20] Proposed Amendment, § 3.2.4.1.
[21] *See* Order 17, ¶ 360*; see also* TRO, ¶ 297.
[22] *See* Order 17, ¶¶ 359-60.
[23] *Id*., ¶ 141.
[24] Proposed Amendment, § 3.9.3.

> Except as provided for in a Verizon tariff or as otherwise agreed by the Parties (including, but not limited to, in the Agreement), Verizon shall not charge [CLEC] any fees for records-only changes (i.e., disconnection, or similar activities) that are necessary to convert circuits that are already in service, or any fees for disconnection of a Discontinued Element other than the disconnection charge set forth in the Pricing Attachment to this Amendment.

34 We accept Verizon's language. The language implements our decision in Order 18, in which we found it appropriate for Verizon to impose the disconnection charges currently in tariff.[25] To the extent the parties agree to other disconnection charges, those charges would also be appropriate.

g) Definition of "Discontinued Element"

35 The parties dispute the definition of the term "Discontinued Element."[26] Verizon proposes to identify in this definition all facilities no longer available to CLECs following the TRO and TRRO. The CLECs seek to limit the definition to certain elements. The CLECs also apply the proposed definition differently to AT&T and carriers that have adopted AT&T's agreement with Verizon and carriers that have negotiated or adopted other agreements.[27]

36 We accept in part and reject in part Verizon's proposed definition. The Joint CLECs correctly assert that the Arbitrator directed the parties to include MCI's proposed definition in the amendment as it best captured the concept of discontinued elements, and to use the term "element" in the definition rather than "facility."[28] No party sought review of the Arbitrator's Decision on this issue.

37 Verizon proposes to add an introductory sentence to MCI's definition and include additional elements in the list given the decisions in the TRRO to discontinue unbundled access to certain elements. We strike Verizon's introductory sentence as

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[25] Order 18, ¶ 23.
[26] Proposed Amendment, § 4.7.8.
[27] AT&T and carriers adopting AT&T's agreement with Verizon have more stringent terms for discontinuance and do not allow Verizon to discontinue elements without negotiating a change to the agreement.
[28] Order 17, ¶ 174.

new language inconsistent with the Arbitrator's Decision. However, Verizon appropriately included additional elements in the list given the FCC's decisions in the TRRO. Adding these elements is consistent with the Arbitrator's Decision that the list include elements discontinued by the FCC.[29]

h) Definition of "Entrance Facilities"

38 The parties dispute the definition of the term "Entrance Facilities."[30] Verizon proposes the following definition: "Dedicated Transport (lit or unlit) that does not connect a pair of Verizon Wire Centers." The CLECs propose a definition that includes the FCC's exception for CLEC access to such facilities:

> A transmission facility (lit or unlit) or service provided between (i) a Verizon Wire Center or switch and (ii) a switch or wire center of CLEC or third party. In accordance with Paragraph 140 of the Triennial Review Order, nothing in this Section nor the FCC's finding of non-impairment with respect to entrance facilities alters CLECs' right to obtain interconnection facilities pursuant to Section 251(c)(2) of the Act or to obtain access to such facilities at cost based rates.

39 We reject Verizon's proposed definition, and accept the CLECs' proposal. The CLECs' proposal is the exact language we approved in our final order and should be adopted.

i) Definition of "Hybrid Loop"

40 The parties dispute the definition of the term "Hybrid Loop."[31] Verizon proposes the following definition: "A local Loop composed of both fiber optic cable, usually in feeder plant, and copper wire or cable, usually in the distribution plant. FTTH Loops and FTTC Loops are not Hybrid Loops."

41 The CLECs propose to change the first word to "Any" and to add a phrase to the definition, as follows: "**[Any]** local Loop composed of both fiber optic cable, usually in feeder plant, and copper wire or cable, usually in the distribution plant **[including**

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[29] *Id*.
[30] Proposed Amendment, § 4.7.14.
[31] *Id*., § 4.7.21.

such intermediate fiber-to-the-loop architectures as Fiber-to-the-Node and Fiber-to-the-Building.] FTTH Loops and FTTC Loops are not Hybrid Loops."

42 We accept Verizon's proposal, and accept in part the CLECs' proposal. We direct Verizon to include the phrase "including such intermediate fiber-to-the loop architectures as Fiber-to-the-Node and Fiber-to-the-Building." The resulting definition is consistent with the Arbitrator's Decision, of which no party sought review.[32]

j) Definition of "Inside Wire Subloop"

43 The parties agree on the following definition for "Inside Wire Subloop":[33]

> "Inside Wire Subloop" means all loop plant owned or controlled by Verizon at a multiunit customer premises between the minimum point of entry ("MPOE") and the Demarcation Point of Verizon's network, other than FTTH or FTTC Loop.

44 Verizon proposes to include at the beginning of the definition the phrase, "As required by the Arbitration Orders."

45 We accept Verizon's proposal. The definition of "Inside Wire Subloop" in the proposed amendment is the language the Arbitrator directed Verizon to include in the amendment.[34] Further, the Arbitrator required Verizon to include a definition of "Inside Wire Subloop" in the amendment, despite Verizon's claim that it does not own inside wire subloops in Washington.[35]

k) Definition of "Line Sharing"

46 The parties appear to agree on the following definition of "Line Sharing":[36]

> The process by which CLEC provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries

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[32] Order 17, ¶ 203.
[33] Proposed Amendment, § 4.7.22.
[34] Order 17, ¶ 201.
[35] *Id*., ¶ 375.
[36] Proposed Amendment, § 4.7.25.

> analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's main distribution frame (or its equivalent) in its serving Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency portion of any inside wire other than FTTH Loop (including Inside Wire Subloop) owned or controlled by Verizon.

47 We accept the proposed definition in the amendment as consistent with the Arbitrator's Decision.[37]

l) Definition of "Wire Center"

48 The parties dispute the definition of the term "Wire Center."[38] Verizon proposes the following definition:

> ***As set forth in 47 C.F.R. § 51.5***, a Wire Center is the location of a Verizon local switching facility containing one or more central offices, as defined in ***the Appendix to Part 36 of Chapter 47 of the Code of Federal Regulations***. The Wire Center Boundaries define the area in which all customers served by a given Wire Center are located.

49 We reject Verizon's proposal and accept the CLECs' proposal. Consistent with the Arbitrator's Decision,[39] the definition in the proposed amendment should read as follows:

> A Wire Center is the location of a Verizon local switching facility containing one or more central offices, as defined in 47 C.F.R. § 51.5. The Wire Center Boundaries define the area in which all customers served by a given Wire Center are located.

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[37] Order 17, ¶ 206.
[38] Proposed Amendment, § 4.7.31.
[39] Order 17, ¶ 239.

B. Motion for Leave to Withdraw

50 Verizon Access, a Verizon affiliate, and Verizon filed a motion to allow Verizon Access to withdraw from this proceeding. Verizon and Verizon Access assert that the proposed withdrawal is in the public interest, as the two parties no longer have disputed issues to arbitrate and the withdrawal will allow them to file a negotiated agreement addressing the issues in this arbitration. We grant the motion to withdraw, finding good cause under WAC 480-07-380(3). We require Verizon and Verizon Access to file a negotiated agreement with the Commission within 30 days of the effective date of this Order.

FINDINGS OF FACT

51 Having discussed above in detail the evidence received in this proceeding concerning all material matters, and having stated findings and conclusions upon issues in dispute among the parties and the reasons therefore, the Commission now makes and enters the following summary findings of fact, incorporating by reference pertinent portions of the preceding detailed findings:

52 (1) The Washington Utilities and Transportation Commission is an agency of the State of Washington vested by statute with the authority to regulate the rates and conditions of service of telecommunications companies within the state, and to take actions, conduct proceedings, and enter orders as permitted or contemplated for a state commission under the Telecommunications Act of 1996.

53 (2) Verizon Northwest Inc. is an ILEC, providing local exchange telecommunications service to the public for compensation within the state of Washington.

54 (3) Adelphia Business Solutions Operations, Inc., Advanced Telecom Inc., Allegiance Telecom of Washington, Inc., AT&T Communications of the

Pacific Northwest, Inc., and AT&T Local Services on behalf of TCG Seattle, BullsEye Telecom Inc., Comcast Phone of Washington, LLC, DIECA Communications Inc. d/b/a Covad Communications Company, DSL.net Communications, LLC, Focal Communications Corporation of Washington, Global Crossing Local Services Inc., ICG Telecom Group, Inc., Integra Telecom of Washington, Inc., KMC Telecom V Inc., MCI, Inc., through its regulated subsidiaries in Washington, and McLeodUSA Telecommunications Services, Inc., Pac-West Telecomm, Inc., Sprint Communications Company, L.P., Winstar Communications LLC, and XO Communications Services, Inc., are authorized to operate in the State of Washington as competitive local exchange carriers.

55 (4) The Arbitrator entered Order 17, the Arbitrator's Report and Decision, on July 8, 2005.

56 (5) Verizon and AT&T filed separate petitions for review of the Arbitrator's Decision.

57 (6) The Commission entered its final order, Order 18, on September 22, 2005, granting in part and denying in part the parties' petitions for review.

58 (7) No party to this proceeding sought reconsideration of Order 18 or petitioned for judicial review of the order.

59 (8) On January 31, 2006, Verizon filed with the Commission a proposed amendment to the interconnection agreement. The same day, Verizon and the Joint CLECs filed briefs on disputed language in the proposed amendment.

CONCLUSIONS OF LAW

60 Having discussed above all matters material to this decision, and having stated detailed findings, conclusions, and the reasons therefore, the Commission now makes the following summary conclusions of law incorporating by reference pertinent portions of the preceding detailed conclusions:

61 (1) The Commission has jurisdiction over the subject matter of this proceeding and the parties to the proceeding.

62 (2) The Act and Commission rules allow parties to request arbitration, and an opportunity for review of the arbitrator's decision before final approval of an interconnection agreement. Under the Act and Commission rules, following a final order the only process to seek further review of disputed issues is by filing a petition for reconsideration or by appealing to the courts.

63 (3) Absent a petition for reconsideration or an appeal from a final order, a party may not raise issues previously decided in the final order or raise new issues not previously considered in the final order.

64 (4) A party raising new issues after the entry of a final order in an arbitration proceeding must address the issues in a separate negotiated agreement or request for arbitration.

65 (5) After the entry of a final order in an arbitration proceeding, differing proposals for conforming language are deemed to be competing compliance filings. Proposed language that is most consistent with the arbitrator's decision or the final order will be adopted.

66 (6) After the entry of a final order in arbitration proceedings, where the parties agree to new language in a proposed amendment to an interconnection agreement, the new language may be accepted as negotiated language under 47 U.S.C. § 252(e)(1).

67 (7) Parties demonstrate good cause for granting withdrawal of an arbitration petition where the parties resolve their disputed issues and file a negotiated agreement.

ORDER

THE COMMISSION ORDERS:

68 (1) Verizon Northwest Inc.'s proposed Amendment to Interconnection Agreement is approved, in part, and rejected, in part, consistent with the findings and conclusions in this Order.

69 (2) The motion of Verizon Northwest Inc. and MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services to allow MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services to withdraw from the proceeding is granted.

70 (3) Verizon Northwest Inc. must file a final Amendment to Interconnection Agreement with the Commission, consistent with this Order, no later than 30 days after the service date of this Order.

71 (4) Verizon Northwest Inc. and MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services must file a negotiated amendment to their interconnection agreement within 30 days after the service date of this Order.

Dated at Olympia, Washington, and effective February 1, 2007.

WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION

MARK H. SIDRAN, Chairman

PATRICK J. OSHIE, Commissioner

PHILIP B. JONES, Commissioner