DOCKET NO. UT-990582
Physical Collocation Workshop
March 23, 2000
9:00 a.m. - 12:00 p.m.

Attendees:
Eric Heath, Sprint
Barb Young, ELI
Rick Finnigan, WITA
Brooks Harlow, Covad, M power, Metro Net
Sue Henson, U S WEST
Mark Reynolds, U S WEST
Cheryl Gillian, U S West
Carolyn (Fran) French, GTE
Susan Proctor AT&T
Mary Tribby, AT&T
Greg Kopta, Nextlink, ELI, GST, ATG, Northpoint
Kaylene Anderson, Nextlink
Lance Butler, Teligent
Natalie Baker, AT&T
Ann Hopfenbeck, MCI WorldCom
Art Butler, Ater Wynne, Teligent
Don Seabeck, LocalTel
Vince Gitch, GTE
Mory Cusack, AT&T
Joan Gage, GTE

WUTC Staff:
David Griffith
Dave Dittemore
Roger Kouchi
Larry Berg
Jacob Wexler
Glenn Blackmon

DG: Welcome, overview.

LB: Rulemaking procedures, ground rules.

DG: Introductions. Begin general discussion of rule proposal.

Court decision in D.C. Circuit Court regarding collocation. Would like comments reserved until section on equipment. There's been a 9th Circuit Court decision that was handed down recently regarding collocation portions of an interconnection agreement. 9th Circuit essentially upheld rulings that this Commission had made in that collocation

agreement. There is some conflict between the 9th Circuit Court's opinion and the D.C. Circuit Court.

Eight sections:

Section 1 - Definitions:

Comments on the use of the words "telephone services". Does use of that mean a collocating competing local exchange carrier actually met to have phone service offered from local telephone company if they wanted telephone line in their particular service area? Is that what was intended there?

GK: That is the intent that there would be a telephone available at the collocation cage. That's fairly standard of what collocators want to have access to so they can use that telephone.

DG: Both U S WEST & GTE had some comments on the use of telephone services.

MR: U S WEST comments: Delivery or delivery date is more appropriate to the actual collocation and not some of the ancillary administrative services. We thought it was an overly broad definition. We limited it back to suggest that ancillary service, such as telephone service, could be handled on a contract by contract basis. Not a huge point with us.

JG: GTE comment. Proposed deleting those two words in sub-section C.

DG: Does it make any difference to have it in there or would different wording be more appropriate other than telephone services?

MR: We threw telephone service in that sentence that talks about other services and facilities. A lot could fall in that category. We were worried about that to be held responsible for anything that could be construed as ancillary to a collocation under the connotation of a delivery date. That was the major conern. Should be a bit more detailed and what those are and what the requirement is.

SP: Mark when you were talking about ancillary services were you talking about power?

MR: No. Power is critical to the collocation. In order to turn it over by delivery date, power would have to be included in the package. As well as providing power, we left untouched. In our comments we kind of revised edit mode and left in place prior language and either crossed through that language we disagreed with or underlined new language we put in. Changes are explained in a running commentary for each section. Delivery date means the collocation itself including power and all the things that would normally be defined in collocation. Obviously there would be some ancillary facilities

and services included in that definition, however, that sentence is too broad at the end. Not a huge concern.

SP: What ancillary services are, is that written down somewhere?

MR: No and that was our concern. Need better definition of ancillary services about what would be included in the rule. We don't understand what other services and facilities requested by the CLEC. We crossed the entire section out on Loop Availability Data. We don't think that's relative to collocation nor the issues before this Commission. Our concern is that we need to stick with the topic at hand, which is collocation.

SP: If we go back to interconnection agreements? In U S WEST's sort of standard agreements, are there lists of subject matters. Because your concern is it's too broad sweeping and not clearly defined. Maybe we could cross reference interconnection agreements.

MR: In the first sentence where it says delivery or delivery date: "means the point when the ILEC turns the collocation space and related facilities over to the CLEC." Seems like that's fairly inclusive and the parties can work out what that means. Why we needed to get really broad at the end of that, when you already have some inclusion that could arguably include a telephone service as a related facility, etc. We think that last sentence opens it up too much.

SP: Would there be a way of addressing of CLEC concerns about having some protection built into rules so they don't have to rely on negotiations. Is there a way to do that that gets to the CLEC concern and U S WEST's concerns?

MR: If we had a better idea of what could fall into those other services and facilities I think we could say yeah or neah. Maybe we could identify like five basic things that would be important to the CLECs that we could also agree fell under that definition.

SP: Are delivery or delivery date does that come out of interconnection agreements? It seems to me that that's part of the effort here.

VG: The way we handle telephone service is that on the application is that if a CLEC wants a B1 line, we tell the CLEC to call our business office number and it would be treated like any other B1 telephone line request. I'm assuming that there is rules and regulations in Washington that address B1 line installations and it should be treated as such and be kept out of collocation rule.

GK: There may be a dichotomy in terms of actually having the facilities there and having the use of those facilities. Which is why we have power in that second part. Facilities and access to cage and the fact that it's working. What we were trying to do by saying that these are things that are requested by the CLECs for provisioning by the delivery date

would probably mean that in the application there would be a list of all the elements and all of the things the CLEC wants. May not be necessary to refer to an interconnection agreement maybe the order that's submitted the U S WEST or GTE so everybody is clear, up-front, what's expected to be delivered at the end of the period.

RF: It may add some certainty if in Section 3 when the request for collocation is provided that that includes that it must identify any related facilities that are requested for collocation. So you have everything that is needed up front.

MR: We don't know what's in that list and because you already have related facilities in there you could refer back to it.

RF: Could use the term rlated facilities. It might help to clarify the language where it says "other services and facilities requested by the CLEC for provisioning" add the word collocation, for provisioning collocation by the delivery date. 1C in the last full line insert the word "collocation" after the word "provisioning." First comment related to Section 3, the introductory sentence. It would be something like "upon receiving a request for collocation, including any related facilities for collocation."

GK: I think we're in agreement. Something along those line would make sense so that it's identified up front what you're expecting to get at the end of delivery period.

JW: Additional comments on section 1?

Section 2.

SP: Back up to under definitions, under equipment. U S WEST is proposing to insert language?

MR: Underlying language is what we've inserted.

SP: Comments on page three. You're objection is that this beyond the scope of collocation rule?

MR: Right. D appeared to be really a broad definition of equipment. It is very broad as allowed by the FCC. One limitation is as stated there, not an exact quote, but it's awfully close to what is allowed for in the rule.

SP: Federal rule?

MR: Yes

SP: How does it coincide with the holdings of this Commission?

MR: In some of the arbitrations U S West put forth that the CLECS could not use switching equipment even if part of the function of the switching equipment was to access unbundled network elements. They referred to them as Remote Switching Units (RSUs). I think that the ruling that came out of this Commission and I think has been upheld by the court, is that yes companies would be allowed to use RSU's. There was always an implied, if not overt, understanding, that they would be used for access to unbundled network elements and/or used in interconnection. I don't think this is inconsistent with that. And the FCC's most recent ruling that says "nothing in this section requires and incumbent LEC to permit collocation of equipment use solely for switching or solely to provide enhanced services." They clarified that in their most recent order and that's all we were doing, just including that clarification. That's probably the only limitation the FCC now places on equipment for collocation.

BH: What about ATM's? Would you're analysis be the same? Would there be any circumstance where an RSU or ATM could not be collocated?

MR: If the equipment was used solely for switching and that's it which seems to me to be highly unlikely given the limited nature of the space that you'd be able to fit a switch like that in. It would almost always be a combination switch. A multiplexing unit. You could argue that it's very used and useful in accessing UNE's or interconnection. I think it would be a stretch to try and find a switch that doesn't fall under the definition that the FCC now lays out.

BH: I'm having a hard time seeing what the addition of that sentence changes. Is it really necessary?

MR: There was something that FCC envisioned. The way the language existed before we put our insertion in I think that virtually anything would be available. This is an area, with recent court decision, that FCC is probably going to re-evaluate the whole necessary standard that was ruled on in their most recent advanced services order.

SP: Clarification on U S WEST's position as far as the 9th circuit decision and the decisions of this Commission. If this was not consistent with ruling of Commission would U S WEST's position that the language would need to be modified to reflect the Commission's decision or are you looking wholly at what the Federal rules say?

MR: The state can promulgate rules that are not inconsistent with the federal rules. Using that standard, had the state come forward with some rules that were not inconsistent and they were currently effective rules, obviously the company would fall under compliance and probably wouldn't have a problem with those being included in a rule.

LB: Review of what the Commission's decision was that lead up to 9th court decision in MCI/U S WEST. On page five of the Commission's order approving interconnection agreement in Docket No. UT-960310 first laid out, for what was at the point in time,

what was perceived as the decision making standard. The Standard that the Commission referred to was the FCC rules contemplating a two step analysis. The first step being necessity, under 47 CFR 51.5 where necessary was defined in terms of usefulness and the then the second part of the test was functionality. Under 47 CFR 51.323c, finding that the equipment is not a switch and in that context the Commission found that the collocation of remote switching units is useful for interconnection because RSU's provide line and truck connection and further the Commission an RSU is not a switch because it requires a host to perform essential functions. And there was some listing of what those essential functions were. The Commission went on to say that even when a RSU has stand alone capabilities, it needs its "umbilical cord" to the host for full switching functionality. And there is a description of how the RSU performs in a stand alone mode. Then there was some additional discussion that physical collocation of an RSU may not be used to avoid payment of access charges. That is what the Commission decision was that went up to the 9th Circuit Court which upheld the Commission's decision employing a usefulness standard.

BH: Was there some reliance on state law in that Order?

LB: No

GB: Question to the drafters of this language which has to do the use of both a definition in words, means any device or facilities used or useful. But then it also says, "as required in 47 CFR 51.323." At other point in here if you met the same thing as the federal definition you just said that. Why are there sort of two definition and what are we going to do if they come in conflict with each other, either now or in the future?

BH: I suggest that we add a provision there after the cite to CFR provides "or as provided by Commission order or rule."

GB: If we know what equipment means, if we're not relying on the federal rule then why don't we just say what it means. If the idea is to have the same definition as the federal rule then why not do that.

BH: Maybe a better approach would be to strike out the CFR reference.

RF: Intent was to be broader than the federal rule?

GK: Intent was to make sure that was to be the minimum that was required since the federal act and the FCC rules basically, from our perspective, establish the floor. The reference there is specifically to ensure that rule is at least minimally in compliance with the FCC obligations and, to the extent that the Commission has adopted more stringent requirements in terms of arbitration orders, or any other generic decisions, or something like that....

RF: Your preferred construction would be that the first sentence means exactly what it says, "any device or facilities used to provide telecommunications." Which is anything. The second sentence, instead of means, you would say "this term includes" instead of this term means.

GK: That would probably be more accurate in terms of what our intent was.

BH: Doesn't want to backtrack on prior Commission rulings, particularly the MCI one which has been upheld by the 9th Circuit.

MR: Where it says specifically, that language is right out of the advance services order. Glenn's point is that the sands may be shifting a little under that orders feed. You could end up with something inconsistent with 51.323. We're willing to take our language out. I'm swayed by Mr. Harlow's argument that you already have a reference to the used and useful language from the advance services order and it grounds itself in 323. I liked what Greg was saying about the double grounding. I think the CLECs like that as well. We both have a sense of security of what is met by the federal rule. U S WEST would be willing to withdraw its insertion there if it helped facilitate moving on. We want to keep the reference to CFR.

SP: The Commission's analysis started talking from necessity. The D.C. Circuit's language is that you have to use necessary or something like that, not the used and useful. Since the Commission's analysis is the "appropriate" analysis, then perhaps in light of those two decisions, we need to look at this language.

MR: In state rule, if we have concerns about shifting sands, wouldn't we want to be broader rather than more specific in order to give yourself some flexibility depending on how the FCC.... That decision has been remanded back to FCC to deal with modification of their rule. You don't want the state of be inconsistent with federal government. I think that that is a requirement.

SP: That was why I was suggesting that, I thought that the D.C. Circuit language was that the standard had to be necessary rather than the used or useful. That you would want to use the language, which is the same standard that's in the union remand order. Maybe that's what we ought to be looking at.

MR: To Glenn's point, would it be more prudent to do some references to rules and if those rules happen to change based on the FCC's reconsideration after the court actions, then it seems that you're covered both ways.

GB: I don't think that's the way our rulemaking works. When we say a particular rule we say ...(not clear on tape)

??: It comes out of the International Pacific case, doesn't it, the USOA?

LB: Where reference is made to some other rule or standard, if that rule or standard changes after the Commission adopts it's rule with reference the changed standard doesn't apply unless and until the Commission further updates or amends its rule adopting the other standard. When we do that by rulemaking the Commission continually amend it's rules to keep up with changes in those other rules of documents that are used for reference.

RF: Susan, did I understand your suggestions that the first sentence would read: "equipment means any device or facility necessary to provide access to unbundled network elements"? Was the that direction you were headed?

SP: I was looking at the third line which refers to used or useful. In light of decisions it might be that we need to look at this language. I would think that our intent here is that the federal rule is a minimum floor to extent that the state Commission has expanded upon that or supplemented it in a way that it consistent with the federal rules then we would not be looking to give that up.

RF: Don't you do that and also solve the problem about, perhaps, referencing that is going to change soon, by dropping the second sentence and in the first sentence incorporate the necessary standard. That might be the drafting solution to solving that. Take out reference to federal rule which may change soon and in the first sentence use the necessary standard as the basis for the equipment that's to be collocated.

EH: That is the basis the D.C. Court of Appeals decision to remand that piece back to the FCC. Used and useful was not consistent with the necessary standards statute.

SP: The rest of that sentence is "used to provide telecommunication service" and the second sentence is talking about "for interconnection or access to UNEs", so I'm not sure how that....

RF: I think you need to take some of that language out and replace. After "where necessary" there's a space to fill in and just fill that in with what the appropriate language from the court decision is.

??: Problem with inserting the term "necessary" in place of used in the first sentence and deleting the second is that, I agree there is a difficulty with the rule right now by referencing the (turned tape over)....circuit has really remanded to the Commission, as I read that order, remanded to the FCC the question of the interpretation of necessary and asked for further statements from the FCC of what necessity means. Giving them guidance of what the parameters may be on how far they can go there. The 9th circuit has I think, approved of upholding the language in MCI/U W WEST interconnection and interpretation of that standard that would allow equipment, for example, that is both necessary for interconnection and also contains additional functionality. I don't think we know yet what's going to happen on federal level. At this point in the state of Washington, so long as we aren't inconsistent with that, can still adopt rules that comport

with the 9th circuit's decision as to allowing collocation of facilities that provide both those functionalities.

BH: I agree and that's why I suggested just to use the necessary standard in there because the 9th Circuit's decision was based on the necessary standard, as well, there interpretation of it, and by including that in this rule, you don't limit it, you just essentially said what is determined to be necessary is allowed.

JW: Anything new that would be useful to add on this?

Second section.

BH: 2f comment. Second to last line we urge the language "in which the ILEC provides local exchange service" be deleted. It's unnecessarily restrictive. If a deployment demonstrates feasibility there's not reason why it should have to be a deployment with a specific ILEC.

JG: What are you proposing in that section?

BH: In the second to last line, delete from the words "in which" through "exchange service." 2f. So it would read "successful deployment" etc., "in Washington or in any other state, creates a rebuttable presumption that the arrangement is technically feasible."

SP: Are you expecting us to respond to all of the suggestions that have been filed in comments?

JW: If there is something you think that is important to identify that brings us beyond the comments that have already been filed that you think would be useful, then you should feel free to raise it.

SP: Importance of definitions. GTE had proposed, which appeared to me to be a substantial narrowing of the definition "ILEC premises." There comment is that the definition is too broad. The proposed GTE definition by referring to the FCC tariff of NECA raises the concern we were discussing earlier of that would have to be a reference to a certain point in time, which may not have been what GTE had in mind there.

BS: The rational for restricting collocation to those CO's listed in the NECA 4 tariff is to eliminate requests for collocations small para-gain devices or multiplexers. If collocation has been proved to be technically feasible as such a device per FCC rules, we would have to provide for that collocation at that particular multiplexer or switching center that would not be listed in NECA 4.

BH: This proposed GTE change would be very problematic, particularly for dataLECs. It would effectively preclude collocation of DSLAMS at remote terminals and GTE has a

number of remote terminals. I thought that GTE was allowing collocation in remote terminals or about to.

BS: This is our current policy. I realize that with other recent rulings that our current definition may need to be revised.

BH: This one will just effectively draw a three mile ring around GTE wire centers.

GB: Question to GTE. As I understand it, with Bell Atlantic you will an advance service affiliate, and I would assume that that affiliate would want to be able to collocate in remote terminals of GTE.

SP: Actually GTE would be looking at it's suggested change?
GB: It sounds like they are.

SP: Have you had a chance to look at U S WEST's comments. U S WEST, at least at this point, make any suggestion for changes in that definition.

BS: I had not reviewed U S WEST's comments.

SP: Would GTE be willing to look again at it's comments and see where there might be come change?

BS: Yes

MR: Adjacent collocation. The reason I bring it up is that I mainly have a legal question of Judge Berg given his involvement in the ATTI arbitration case. Adjacent collocation was an issue in that case. What U S WEST did was put in, what we believe to be, this Commission's most recent ruling in ATTI and it happens to be very consistent with some clarification that came out of the D.C. court ruling and that's why we put in the language we did around adjacent. One part that we put in that is consistent with ATTI ruling, but appears to maybe be inconsistent with the D.C. court ruling is the idea that adjacent collocation could occur at nearby premises that are not premises of the ILEC. We found a section of the D.C. ruling that was pretty clear that they expected those premises to be the ILECs premises for adjacent. U S WEST might modify that sentence at this point in time. We drafted these comments before the D.C. court ruling and we would probably re-draft these to be consistent with that ruling. My recollection is that might be an issue that we have or are considering taking up on appeal, would Commission's ruling in ATTI be considered inconsistent if the FCC were to come back and change their opinion on adjacent?

LB: The approach should be to look at the D.C. circuit decision which talks about adjacent collocation in the context of ILEC owned premises and asks whether that decision, in and of itself, prescribes adjacent collocation on the premises of other property owners. The

analysis of 9th circuit court, regarding the issue of the collocation of RSUs was that although the act did not require the provision, that being to collocation of RSU's as necessary as defined by useful. The act certainly does not prescribe it. I think in jurisdiction it would probably be beneficial to do some analysis that would reflect both the way that the 9th Circuit Court approached the RSU question and then look at what the D.C. court has to say. Although this Commission did not approve the adjacent collocation at nearby premises not owned by incumbent LECS, as expressly an additional state requirement,.an argument could probably be made that it constitutes an additional state requirement and then again on appeal for review the issue would be whether it was not inconsistent. Those are the issues, they way it's going to get keyed up and of course it's all premised on U S WEST appealing that decision of the Commission.

MR: The last sentence that we inserted in D that says "the CLEC must bear all expenses for adjacent collocation at nearby premises" that was part of Commission ruling in ATTI. I don't know if there's any harm leaving that in at this point. If it's later decided by this Commission that companies are not required to do collocation or facilitate collocation at nearby owned premises, then it's a moot point anyway.

LB: Last sentence is certainly consistent in the context of ATTI/U S WEST in the situation where the collocation was being hypothetically proposed off U S WEST premises. The issue that was not addressed is whether or not that would also be the situation for adjacent collocation on U S WEST premises. The ATTI/U S WEST decision may not be as broad as the last sentence being proposed, but that doesn't necessarily mean that it's inappropriate.

SP: We would take the position it would be inappropriate. We would not be bound by that finding because that was in an arbitration case. I think that since we know that there's a collocation cost docket coming up, I would assume that general issues on costing, pricing, all that sort of stuff, would be addressed in the collocation docket. My sense would be to delete that last sentence and deal with what comes out of generic cost case on collocation.

GK: We would agree. This last sentence is Potentially in conflict with the FCC's requirements that were upheld by the D.C. Circuit in terms of talking about collocation in an ILEC premise. Mutual building, as Larry's was just suggesting, is a pretty good example, because you will have multiple carriers that would be in that adjacent space. I think that the same rules that would apply to collocation, at least as far as cost and cost sharing in the central office itself, would also apply to the adjacent location, particularly in that situation where that was the former central office. With respect to the first part of the sentence, from the intent of the drafting party, we were asking the Commission to adopt a more stringent standard than the feds with respect to when adjacent collocation would be available. The intent is that the Commission consider requiring that adjacent collocation be made available, even if there may be some space in the central office to address, particularly considerations where the space that is available is not conducive to

whatever the CLEC wants to be able to do and adjacent space would be more suited to that. It just allows greater flexibility. To the extent that it is an ILEC premise, then there shouldn't be any problem with using it for being able to access what you need to access at the central office, assuming that the cost recovery issues, which as Susan was saying, will be addressed in another docket or taken care of.

MR: In ATTI exactly your point was posed to this Commission. U S WEST argued that it should be only when space is legitimately exhausted. The Commission ruled in favor of that and now we have the D.C. decision that also seems to favor that. I think the overwhelming tide is towards that and I think it wouldn't be good rulemaking to include something that's inconsistent with one is this Commission's statements, all be it in an arbitration that doesn't include many of the companies here and also the federal court dealing with it as well.

LB: Clarification. The Commission did not rule on whether adjacent collocation could occur when space was not legitimately exhausted because neither party in the ATTI/U S WEST case arbitration requested that relief. It may still be an open issue in this state, whether or not that could occur. But, my understanding of the Commission's order is that, to the extent that neither party requested that relief, it was not an issue properly presented for the arbitrator to make a determination on.

MR: I appreciate that clarification. I thought that they had ruled on that.

GB: Drafting question. The first sentence in D, if we were to unfold the federal statute it would be that where space is a legitimately exhausted standard, right?

??: You mean as stated in the rule? Yes.

GB: That's what K3 says is that you have to do adjacent collocation when space is legitimately exhausted. Is the second sentence supposed to be like "and in addition to that" the ILEC has to do this? I'm confused, the first sentence and the second sentence seem to be saying different things.

DG: I think one reason that they seem to be in conflict with each other is that what was sent out was just the second sentence and the first sentence has been added.

GB: I'm looking at what the CLECs proposed, or at least what we sent out in February reporting to be what they proposed.

SP: If you look at U S WEST's version that you can see what they've proposed to insert and what they've proposed to delete. I was going to suggest, in what I have anyway, there was a second sentence.

GK: There are two sentences in sub-part D. And the first is a specific reference to the FCC

rule and the second sentence expands on that. That was the intent, to set up the first part, largely because the FCC is a little bit more expansive in terms of what it means by "adjacent" as opposed to the qualifier that is has to be only available when there is space that is legitimately exhausted in the central office. The first sentence sets up minimum in compliance with the federal requirements and the second sentence goes beyond that, as a matter of independent state law, that the same type of adjacent collocation would be available even when space is not legitimately exhausted in a central office.

AH: As understand U S WEST's proposal is to basically add language that tracks where the D.C. circuit has ended up with respect to, I don't think the legitimate exhaustion issue is an FCC issue, that's basically where the D.C. Circuit came out which is in striking down the FCC's rule that CLEC's are entitled to adjacent collocation.

GB: FCC rule says legitimately exhausted.

SP: Question. Maybe we should have some sort of semi-process where we either can see that parties are approaching something from very disparate views, so it's not just like it seemed under delivery and delivery date, that U S WEST had concerns, but it sounded like there was some basic agreement on where we were trying to go and that with some more time spent we could probably end up with agreed upon language. Adjacent collocation may be something where parties are approaching this somewhat differently than, how could we best be productive of possibly identifying an issue and saying, OK there's two views of this and did you have some thoughts about how we could do that most productively.

DG: This looks like one of the situations where we do have diverging views and in keeping with trying to move things along appropriately, as long as we get enough comments from folks in here on this issues maybe we can allow the parties to make some written comments later on to follow up. We're probably better off moving on to the next one.

SP: Did you have some thought about how the process might work? You're suggesting that maybe what we do is have subsequent comments or something. It seems like we've either got things where people probably could agree or cannot agree and if we can't is it the case that staff is going to make decisions, or is it the case that we kind of want to tee that up for the Commission?

LB: The rule process provides opportunity for staff to request additional specific comments. But if staff were to proposes specific rule language in the context of a CR-102 then there would be ample opportunity for parties to participate and speak up at that point in time either in favor or opposition. Comment forms are available in packets. If staff doesn't have a clear vision of where our proposed rule should go, they will be asking for additional comments. Bottom line is that it will be a staff process.

DG: Staff will look at areas where there's not complete agreement and spend some time on it

from staff and also ask for additional comments. We will probably send out our revised view of where we think things should be and allow the parties to comment again.

Are there any more items under section 2 where there needs to be discussion?

*****BREAK*****

DG: The section on provisioning collocation there appears to be some disagreements on what time periods should be for the different collocation processes. I would like to hear the parties reactions to the different time intervals. On the denial of collocation space, what would be a reasonable time frame to use for forecasting the use, or at least reserving space for both the ILEC's and the CLEC's within an office? At the very end of the discussion, I want to get into to some equipment discussions.

SP: Clarification of time frames. What are the federal time frames, if any. The proposed rule had some suggested times and the ILEC's have responded to that I thought it might be useful if we could deal with the facts. If we new what the time frames were in the federal rules and maybe what U S WEST and GTE, if they know, because some of GTE's comments were that this is the federal number and we don't agree with it. To the extent that our proposal varies from the federal rule, I personally, would find that helpful. If anybody knows.

LB: Some of that information may be in revised rule that was adopted along with the advanced service order and it may not be in that particular edition of CFR.

GB: That's the most recent published version of CFR.

RF: If the normal publication schedule holds, Larry's right, it wouldn't have the rules form the December orders.

LB: I know for a fact that there is one date that appears in the advanced services order and the revised rule. Either it's in the rule itself or was in the discussion that won't show up in that edition. But that doesn't mean there wouldn't be other guidelines that could be expressly noted.

MR: I'm going to share this with Cheryl Gillman. Cheryl is our collocation product manager at U S WEST and has a much deeper understanding of than I do.

3C, which talks about the tour and we just modified the tour to be pretty much in conformance with what we believe is required under the federal act and essentially allows tours at two different opportunities. One upon space denial and the other one after the CLEC has provided it's down payment. We think those are appropriate times. One for planning purposes after the down payment comes in.

CD: Not only for the planning purposes because this shows a sincere intent upon the co-provider to really collocate within the office as opposed to just placing an order, putting down a QPF and then going in and looking. So it's for protection, more or less, of the co-provider, which is why we require the 50% down payment for that initial visit to walk through. One of the questions that we had and situations that we had is because when you have a pretty nominal QPF fee when you initiate an order, when you put in an application, and the fear was, from our legal department, that if many co-providers could actually put in a lot of orders and be able to do a walk through then of the central office and determine what other co-providers are doing within that central office.

SP: Wouldn't that be addressed by confidentiality agreements?

MR: We don't require any confidentiality agreement before we conduct the tour and, in fact, having conducted a number of tours in this state, there is a lot of kind of availability to see who's in the office because the collocators put their signs up and identify their collos. For the same reason that they requested that we stop putting their names on our collocation reports to the Commission. It is market sensitive information. Where they collocate and where they're expanding their market. That is the concern here. We obviously don't want to be doing unlimited tours either. So we wanted to limit out exposure to all these tours but also there is a concern about essentially having looky-loos come through the offices. All we did was try to put down reasonable requirements that you have to be interested in collocating in that office or you have to have been denied space.

SP: It strikes me that's from a CLEC perspective an important consideration. But, the fact that somebody has paid money doesn't seem to address the fact that all it means is that it's kind of like a barrier to entry. If you can pony up the 50% down then you get to look and see what everybody is doing and where their equipment is and how much that have and stuff. When, in fact, whoever is looking at that should not be able to use that information, and maybe that's impractical. But it strikes that is an important concern that maybe is not being addressed and probably should be.

CD: It's really just a threshold that we use. That was just one point in the process shows that the co-provider truly wanted to go in a collocate. That doesn't mean that we couldn't come up with another criteria if you had another suggestion.

SP: That is an important concern and it doesn't strike me that maybe that's the best way to get at it.

MR: We are very open and receptive to any other ideas. Anybody that dealt with us knows that we really wouldn't turn down a valid request for a tour. We're more than willing to work with companies.

Actual timing. In the draft there's a 45 day construction expectation and have changed

that to 90. Second provision on page 3 having to deal with complete provisioning, we have changed to 180.

CD: The standard collocation product does offer a 90 day construct interval. Also all the individual co-providers through their interconnection agreements, can negotiate a different date and we do have several that have a 45 days. But we felt for standardization of this section that we wanted the 90 day interval in here.

??: Do you know what the AT&T and MCI agreements provide? Isn't it 45 days?

CD: All caged, it's 90 days. Some of the contracts vary on the cageless. I'm not familiar, it's either 45 or 90 days.

MR: I believe we only have one contract in the state of Washington for caged and it is at 45 days.

SP: Would there be any sense in establishing time lines for different products rather than taking say the longest? Which would then mean that even though normally cageless would be shorter time frame, what you're talking about is a longer one?

CD: Traditionally the product line for both caged and cageless is 90 day unless it's been negotiated in a contract to be a different interval. We could gladly put like, caged is 90 day and cageless is 45 or 90 if that would be clearer in the language. We'd be willing to do that.

VG: Based on our experience the provisioning interval between caged and cageless should be the same. Because you've still got to deliver cable. You've still got to pull the cable for both the caged and cageless arrangements and the delivery of the cable is, by itself, the main barrier to or the primary reason why it extends out to 90 day interval as we have proposed. That is the same issue with both caged and cageless. The construction of the cage would not extend the interval for a caged arrangement. The issues are both the same for both caged and cageless so the intervals should be the same.

BH: Covad doesn't agree with that. We generally support the existing time frames in the current draft. It does raise an issue. There are instances where contracts and perhaps also instances where tariffs provide for a shorter time frames. I think we'd all agree that existing contracts would govern over the rules. It's quite so clear that a subsequent contract could adopt a different or more favorable time frame for the CLEC. Maybe we should have a clause that effects all of the sub-sections of the rule that spells out that provisions that provide for more favorable or faster provisioning in contracts and ILEC tariffs are permitted under the rule and would be enforced under the terms of the tariff or the contract as against the rule.

DG: Is it possible to have some additional language in there that might take some options to

what's being offered. What is it that requires the long length of time based on the cable pull? Is it the installation of the cable? Is it the ordering of the cable? Or if it's done by a third party, could it be quicker?

VG: It's the delivery of the cable. Normal interval for shipment of the cables alone is on average is 42 days from the date the vendor receives a purchase order to the date that the material is shipped. If you go down to a 45 day interval this would leave only three days to engineer, go through the supply process and to install the equipment.

DG: Is there any way to cut out that 42 day interval if someone has it stored in a warehouse someplace?

RF: You don't always need very long cable runs. Sometimes it may only be a few feet.

RF: Delivery of cable can be even longer. Getting cable to them in any reasonable period of time...

BH: What kind of cable are we talking about?

RF: Fiber cable.

VG: It often includes transmission cable too. Which is generally going to be co-ax or copper cable in case of DSO type of installations.

SP: This is one of those areas where we're not going to agree. We need some more work. What do current contracts provide. What is current experience. We have the GTE and U S WEST views and CLECs will probably want to go back and look, because under pick and choose it's not just what has been agreed to in Washington, but it might be what's been agreed to anywhere. GTE is a nationwide company. At this point we're pretty far apart and maybe with some more work we'll still end up pretty far apart, but we may also have some more thoughts about what's practical and then maybe a way to address the situation that Rick is talking about which may just be the way the new world is going be or when there's a continuing high demand for product or maybe you just need to have some sort of force majeure provision or something.

VG: Our comments our proposed intervals mirror those that have been approved by the California Commission. Those intervals should be used in Washington. We do have some precedents that have been set.

DG: We'll just hold these issues for further comment.

Moving on to item 4.

MR: We had a few more comments on section 3. At the tail end of D we've deleted some

language that feel into the realm of service quality and service quality remedies. E has to do with when we notify the CLEC of a more specific delivery date.

CD: When you're looking at a 90 days interval and you've got a lot of jobs out there, it's very difficult to know exactly when the 50% mark is. What we do in collocation is that 30 days prior RFS date, that is when things are relatively stable, we know exactly where the job is, we know the RFS date definitely to be met, and that is when the final 50% bill is rendered out to the co-provider. Because depending what state you're in, how it's loaded in that state, on day 45 which in the 90 day cycle you would assume is a 50%, you could be 100% complete on some jobs and 5% complete on other jobs, yet still meet the RFS date. We just wanted to ground it with an easier target.

DG: If there were a shorter interval that 30 days might be less also. If you had 45 days you probably want 15 or 20. We'll look at that further.

CD: Right now it's very costly to do 45 days.

SP: A number a CLEC's operate in a number of jurisdictions. I don't know whether the process that U S WEST is proposing is one that's generally consistent across the rest of the country or whether it's unique to the process used that U S WEST has set up. If we could go back and look at this whole process because the way I see these rules is the rule would provide a structure or floor or general understanding so when a CLEC wanted was faced with renegotiating our contracts there would be this floor in place and you would not have to be reinventing the wheel every time. Then you could address more specific situations or if you wanted something different or longer or whatever. Try and get it consistent with what CLEC's face in other jurisdictions.

MR: We have a table that's an ex parte to the FCC that we could share that shows what other ILECS offer that might be helpful. 45 days is off the radar screen. But 90 days is at the low end at least for cageless construction. I agree we should look at the contracts. I think you're going to find that 90 day is pretty consistent in most of the contracts today. We'd definitely be willing to standby that. Depending on how much we modify the rules and the terms and conditions of how we offer collocation, a consideration is the fact that the cost for providing collocation and the elements are currently at issue in the Commission's new generic docket. What we do here does have ramifications on those costs. We've made certain assumptions in provisioning collocation for the generic docket. If we change things dramatically here, we'll probably have to do some modifications down the road to the other side. There is a provision at the bottom of E that says "the CLECs shall provision points of interface" that we've deleted. The reason is, Cheryl...

CD: To construct a point takes 120 days. We have not been doing this for probably close to a years, construct specific POTS to be real close. What we do is give the nearest manhole as the point of interface where there is available space. So far that has worked quite

successfully. As opposed to taking that 120 days that moves that interval out tremendously.

GK: What we're trying to capture in this section is making sure everything is ready to go as soon as the collocation space has been delivered. We were just trying the anticipate what sorts of things that would need to be done in conjunction so that we could have all the circuits as soon as the day comes, immediately we can start serving customers out of that as opposed to having to wait. So this was an effort to make sure everything would be ready to go at the same time.

CD: Reference back to 1C about the equipment, about the telephone services. We do what GTE had mentioned. They are different related processes. When you're given the A POT information, the silly code information right close to the RFS then you go out and issue and LSR and ASR to provide your other facilities. They're related to collocation and that's where we narrow our scope that this was pure collocation related things. We would go back to having that list and we would be willing to look at that list and see what could be done at that time.

GK: I understand that. That is what this is an effort to do is to get the information we need to put in the ASR or the LSR to get the facilities so that they're delivered at roughly the same time as when the collocation is delivered. So that we can get everything done and we don't have to wait until the collocation is done before we can order the circuits that we need because that's why we collocated in the first place.

CD: There are certain instances like with finish services that we have a new policy that the APOT is available at the RFS date minus 15 to be able to be able to help facilitate that and have that down. There's certain instances where you can use like a preliminary type of an APOT versus having to have the actual final APOT yet it really will not effect you ordering process. We've started to implement that for you.

GK: This may not be the right language but that's the concept that we're trying to capture here. To the extent that we can work on language to make sure that we get the information that we need to be able to input it into whatever related system that you have to get the stuff that we need by the delivery date is what we're looking for.

CD: That's the same issue that if we could get the list of items and be sure of what those are.

SP: This sounds like a project management that there might be software. It's all about identifying all the tasks from the CLECs point of view that have to be accomplished making sure that both parties understand that there's a clear identification of responsibility and then time lines as far as the critical path, what has to be ordered first because that's the longest. I don't know if there's a resource guide on the website? There's a resource guide that U S WEST uses except now they don't that's available to CLECs on the website. Maybe some of that might be useful for this purpose. What U S

WEST does if it's generally consistent that's great, but if you've got special requirements that others don't have you've got to factor that in.

MR: Number 4 and denial request for collocation. The modification that we made will generally fall into what we believe were corrections to ensure that we're consistent with what we believe has been ordered in the state. That is one issue that this state has taken up in a proceeding and has issued some guidelines and orders on. Most of the modifications fall into that category. Biggest modification was taking out most of the language in E and replacing it with some language. That's to be consistent with FCC's 706 ruling. We have some changes to F and 5B. We took out 5B in its entirety.

SP: Denial was a Commission ruling? Which one is that? Is that your cite to the MFS arbitration?

MR: No it was the Docket No. 960323 et al that the Commission spent a substantial amount of time looking into collocation. It was based on a denial of space that U S WEST had posted with the Commission and it involved three specific competitive providers. Not all the changes were in the nature of that but some of them were. In our narrative we actually point out specifically cites back to that order where we've made changes.

CD: 5B the reason we struck that is because we thought all those issues were already covered previously and we felt it was redundant.

MR: Use of collocation space and equipment section under 6 we actually added two new provisions.

CD: This was to strengthen and to further explain the CLEC to CLEC provisioning process but in the D.C. circuit we may have some issues with that because of their recent ruling.

SP: C and D you'll probably be looking at that again?

CD: Based upon the D.C. court ruling, yes. And also pretty much A through D.

MR: Number 8 we consider access to loop data a separate issue. We group data is a different issue.

LB: Question to Susan or Mark in regards to number 5 on cross-connects within a CO. In at least two dockets the Commission ordered that cross-connects be provided, one being the MCI/U S WEST case and the other the AT&T/U S WEST case. In looking at the issues that were taken up on appeal, it didn't appear that in MCI/U S WEST that the Commission's decision on cross-connects was appealed, so there's really no guidance on that issue within our circuit. But I haven't seen the petitions for review in AT&T/U S WEST which is presently pending before the 9th circuit. Do either parties have a recollection as to whether or not the issue of cross connects was a contested decision?

MR: It doesn't ring a bell.

??: I don't think that it was.

LB: The fact that the review wasn't sought in MCI/U S WEST would make me think that there wouldn't be an AT&T/U S WEST either. I just didn't have any of the summary information that would nail that down.

GK: We were involved in the appeals and I don't recall that issue as one that was raised. There were other ones.

MR: Based on the advanced services order I think we're proceeding right ahead. We're building it into our product line. Depending of what comes out of the remand, we may still do it. I don't think what the D.C. circuit did was a death nail. I think it just bears out reconsideration. We had the ability to pull that particular provision from our SGAT before we filed in 271 based on the D.C. circuit and we decided not to.

DG: GTE comments?

VG: To begin on proposed rule 3, as I mentioned before, for the quote date and the provisioning intervals, 90 days, basically what we're doing here is mirroring what has been approved by the California Commission. The major hangup that we've experienced with why that 90 day interval needs to be there is with the delivery of cable. Another issues is provisioning those collocation requests that have extraordinary circumstances and those circumstance may include provisioning a major upgrade to the air conditioning system or heating or ventilation system or adding or augmenting an existing power system in terms of adding a rectifier or adding batteries. We classify those as extraordinary and we would extend the provisioning interval from 90 calendar days up to 180 days. Another item within the proposed rules that we contested was use of the term "inactive or underutilized equipment" in rule 3D. There we're proposing that those two words be replaced by "obsolete unused equipment" as used in the advanced services order. The use of the term, in particular underutilized, can be opened to wide interpretation. In determining that percentage is almost impossible. So we're trying to mirror the advance services order. Rule 3D with crediting CLECs for each week that the ILEC fails to deliver collocations. We believe that the Commission doesn't have the authority to impose such type of damages in a rule. We get into telephone service and some other provisioning issues. Moving on to rule 4 on the denial of collocation requests, our position is to mirror what's in the advanced services order that came out in March of 1999 which was after the U S WEST order on denial of space and any intervals there. I'm not sure if those rules would even apply to GTE. I think they would only apply, at this point, to U S WEST. We get into trying to mirror the ASO in regards to timing of tours, the criteria for tours. Submission of floor plan. My one comment with regard tour criteria is that we're required by the ASO to post a list on a public internet site, any offices that we consider exempt from collocation. That means caged and

cageless. Our position is that only those offices on that list are eligible to be toured. That mirrors the language that's in the ASO. We took issue with the waiting list process that proposed in rule 4F. Our position there is that since we do have a public internet site that is available for all CLECs to view, if an office is removed from that site we would start accomodating collocation orders on a first come, first served basis as opposed to doing a right of first refusal process. We think that from an administrative and fairness that's what we're proposing. On proposed rule 5 in regards to equipment again we're mirroring the ASO requirements with regards to the only requirement that we have is that all equipment installed meet NEC level one requirements in regards to safety. We also have additional criteria, over and above NEC level one that we impose on our own equipment that we install and it is aligned with ASO rules that whatever we do for our own equipment relative to safety requirements, we can impose on CLECs equipment. Rule 6 with regards to use of collocation space and equipment, this goes back primarily to the collocator to collocator interconnect arrangement, is what we call it, and there would be providing a connection between CLEC to CLEC within our Cos and we an internal process in place to administer those requests and our rule changes basically mirror that process and is also aligned with the requirements in the ASO. Again, as mentioned by U S WEST, the recent circuit court ruling kind of put up in the air the whole idea of collocator to collocator interconnect arrangement. I'm not sure all the ramifications of that. With regards to proposed rule 7 on security, we align with the ASO in regards to we impose whatever security arrangements that we put on our own employees we would also apply to CLEC employees. Any security arrangements that we would use for our own use mirror the ASO language. Proposed rule 8 in regards to loop availability, I'm not exactly the subject matter expert on that. That's kind of a non-collocation issue. However, we did address that in our comments.

JG: I think what we looked at there was providing the information at a level that is available in our databases, but the proposed language asked for things like averages and percentages and that that requires manipulation of the data and that isn't required by AFCC.

DG: Denial of space question. In the proposal that went out there was a three year space reservation. GTE uses two years for transmission and equipment and four years for switch growth.

GTE: We've got our own internal space reservation criteria. Our reservation time frame for transmission equipment is two years which is less than the three year threshold that was in the proposed. We want to make clear that you need to segregate various areas of the CO with regards to space reservation. In terms of switch space, if there is room to grow the switch, where building addition is not needed, we recommend that a four year reservation time frame be used. If there isn't room to grow the switch and a building addition is required we reserve switch space for the ultimate growth of that switch. Otherwise you cut short that switch and it's growth. Same principal applies to not allowing collocation at all in the power areas, in the MDF area and other areas we

mentioned in our comments. If you allow collocation in those areas you run the risk of prematurely exhausting the growth of those areas essentially you'd have to build a new CO. That's our purpose, to clearly define the areas within the CO and apply different reservation criteria to those areas.

DG: CLEC's response?

BH: Section 5A(i) sub B refers to safety or engineering standards in at least three places, that the equipment needs to comply with safety or engineering standards. We don't think it's appropriate or consistent with the FCC's collocation order to allow the ILEC to restrict equipment that may not arguably comply with their engineering standards. Potentially an ILEC could use that language and basically decide that somebody's DSLAMs weren't compatible with theirs and therefore they couldn't collocate them. They could be A DSL DSLAMS as opposed to another kind of DSLAM, G-Light, non-G-Light for example. We would urge that the reference to "Or engineering" should be stricken and that limitations only be allowed based on safety standards.

DG: Would the NEBS standards level one be appropriate?

BH: Can't answer that now. I assume NEBS addresses primarily safety issues, so maybe so but I'm not certain.

Subsection 6, there is a limitation there at the end of the third line "if such equipment is also used for" we would urge that language be eliminated through the end of the sentence. So that the period appears after the words "collocated carriers."

MR: Safety or engineering standards is right out of the FCC's order.

BH: We were looking at paragraphs 34 and 35.

MR: This is the rule 51.323B. Just says "does not comply with safety or engineering standards that are more stringent safety and engineering standards that the incumbent LEC applies to it's own equipment." That is the federal rule.

BH: Maybe it's just a question of how it's going to be interrupted and applied.

SP: Maybe Brooks' position is that the state should do something consistent but different.

BH: Subsection 6 the reason for change is that we simply don't see a reason, a good public interest reason to so restrict the cross-connects. In 8C and 8D after "digital loop carrier" in the second sentence of C would suggest insertion of "or UDC." We would urge deletion of subsection D. ANSI (American National Standards Institute is looking at the spectrum management issues and we might end up with an inconsistent provision here from what ANSI is working on.

GK: Safety issues, certainly to the extent that GTE, for example, imposes a certain level of safety requirements on all equipment in it's central offices then that's something the FCC has authorized them to do and we wouldn't want to foreclose that possibility. A couple of bigger items in terms of what the U S WEST and GTE have or have not talked about. One of the things that U S WEST has in it's comments is in subsection 4C of the rule, and one of the things that we were trying to do here in terms of denial of request is not require that a CLEC have to file a complaint. If a CLEC request collocation and the ILEC we can't accommodate your request, then it's incumbent on the ILEC to demonstrate that that is a reasonable position to take, not incumbent on the CLEC to file and compliant and start the process. That's why we set it up the way we did to make sure that we get prompt resolution to this and we don't have to put the burden on the CLEC to have to come in and file a complaint against what the ILEC's are doing. GTE's comments on that same section, we disagree that the fairest to do is to reopen a central office if it's space has become available to anyone coming along. If a CLEC has been waiting for months or years for that office, I don't think that it's fair to have to monitor GTE's website on a daily basis to see when a space becomes open because all bets are off and first come, first served. If somebody has put in a request then the presumption ought to be that they still want space in that CO and only if they affirmatively say that they don't should their name be taken off the list for who gets that space when it becomes available.

SP: Our experience in a different context, that of held orders. Our experience has been that the monitoring does not occur and he or she who has been waiting the longest is frequently not the one who gets the facilities as they become available. Just as a practical matter it's not going to happen that way. First come, first served, as applied, doesn't work.

EH: Provisioning 3B, Sprint's position is that 25 days, those are intended to be calendar days, would be too short. Thirty calendar days would be more realistic and achievable. 3D, I was told that 60 calendar days interval for cageless, 90 caged, and 180 extraordinary circumstances was what we generally do. I don't know what those extraordinary circumstances would be. Four, denial of request for collocation, under C, Sprint would like to add some additional information to what ILEC must report. That would be three years history and projected growth for switching, power, transmission, trunking, HVAC. Add a number 12 to the list for that. Under equipment, NEBS 1 standard should be required.

AH: One of the concerns we should keep in mind in resolving questions such as provisioning intervals is the requirement that collocation be provided on a non-discriminatory basis. It may be useful if such information is available, or experience is available, on the part of the ILECs. If you have been provisioning collocation for your affiliates, it may be useful to know something about what you've been experiencing with respect to provisioning intervals and things like that because it may be relevant to what should be expected with respect to all other CLECs.

DG: Any other comments?

AB: As you know, Teligent's comments urge that the rule be amended in a way the it explicitly recognizes microwave collocation as a standard collocation method and proposes language for a additional section that does that as well as address the additional rate elements that are necessary for microwave collocation, that specifically relate to the location of microwave equipment on a roof top or other suitable exterior space. Once you get inside the central office the Teligent proposal is that collocation element be treated the same as collocation for providers using other technologies. We recognize that no one has really had a chance to respond to this specific language that's proposed. Teligent does have microwave collocation provisions in its collocation agreements with U S WEST and GTE. I don't know from a process standpoint how the staff wants to address that. We have some pretty specific....(turned tape over)...interest to Teligent to see what kind of reaction other parties have to this specific proposal.

BH: Why not allow expanded beyond microwave to all wireless technologies?

AB: That's what we'd support.

SP: Do they collocate? I know they interconnect but I don't know whether they collocate or not.

AB: In our comments we specifically addressed only the issue of microwave. Which is the requirement of collocating interconnection related equipment on the roof top or interior space as well as inside a central office. It is an additional element necessary for microwave collocation that we think ought to be addressed by appropriate language in the rule.

SP: Rate elements in the rule as compared to say perhaps in the collocation cost case?

AB: You'd have to address them in both places.

DG: We can't really set prices in a rulemaking. We might be able to establish what the facility would be, it could be located there.

AB: That's appropriate. And in a rule I think you could indicate what the rate elements would be without setting forth the specific prices which could be determined in another proceeding where you actually look at that. You need to recognize the fact that microwave collocation does require some additional rate elements that are not shared by other methods of collocation. Simply because you've got equipment on a roof top as well as inside the central office. FCC recognizes microwave collocation as a standard interconnection form and we thought the state rule ought to do the same.

MR: We will take Art up on his invitation to make some comments. There's a lot of detail in

the proposed rules and that concerns us. It's more in the nature of almost an interconnection agreement and it comes from one provider. If they were maybe a little bit more general, a little bit more in the nature of rules, I think that would be helpful. I think that Art has attested that we do have an interconnection that I think covers a lot of these. Maybe that's where they're more specific. This is more than the collocation rules that have been proposed by the other CLECs. It is an extreme amount of detail.

AB: We do think it's appropriate and we need to get reaction and input from the other parties. It's a subject that we think is important to discuss and evaluate and we'd be interested in what the specific reactions are when you have a chance.

CD: U S WEST has a process and we have several co-providers that do have microwave which you are calling collocation. We look at microwave as another form of entrance facility not as another type of collocation.

AB: My point is that the FCC recognizes it specifically as a form of collocation.

VG: GTE concurs with U S WEST that generally a lot of these microwave requests that we've received aren't really collocation per say, it's more entrance facility or even special access. In regards to any rules in regards to microwaves, usually the rules that apply for specific municipalities, those rules will always supercede whatever rules that the telecom industries come up with. So you're going to have to be real general with any rules that yo do come up with because the local rules vary quite a bit from town to town and you have to deal with that in terms of microwaves.

CD: We're looking at the ruling from FCC 51.323. It says "permit physical collocation of microwave transmission facilities." That's where we were getting that it's actually not a collocation. We do have a process. We tie the microwave process with the collocation and parallel it to a certain degree. But there are many additional steps that must be taken when you're looking at microwave entrance facility as opposed to this standard types of entrance facilities that we have. So it is a totally separate process and we will comment on it later.

SP: The FCC rule used the word collocate. Could you explain what U S WEST sees as collocation, that this is not collocation?

CD: We look at collocation pretty much as fitting into the virtual or the different types of shared cageless or caged type. You're still going to have, in order to do the microwave piece of this, the standard collocation that would fall in one of those main four type of a bucket. And you're still going to provision. You still have to have that. But if you go in and look at microwave collocation you have many different ways to get at that collocation itself. Microwave just being one of those. You could use a finish service, you could use DS3, DS1, whatever other types of entrance facilities or methods that you have to get to that collocation. When you bring the microwave down you still are going

to do all the standard collocation items.

MR: We don't disagree that microwave facilities fall into collocation but what we're suggesting is they would fall in under the rules that we've just discussed that the CLECs proposed. That that's where their microwave collocation equipment would go. The secondary question is, how do you address the entrance facility issues. A lot of the detail that Art has in his proposal deals with the entrance facilities and the accommodation of those facilities. Maybe it is an interpretation issue.

SP: Is it your thought that the roof somehow different than the internal space? You're likening it more to the vault because it's part of the entrance facility rather than the fact.... Teligent is talking about locating stuff on the roof as well as stuff someplace in the central office. So you have stuff in two places?

MR: The actual entrance facility from the point of interface with the competitive providers, is a collocation element as would be getting the entrance facility from the microwave tower down. They are under that umbrella. What's principally dealt with in the set of rules that we've been dealing with is the collocation itself.

DG: Any more questions or comments. If not I would like to thank everyone for showing up today. You've been very cooperative and we've really enjoyed your comments. We have found there are some areas in these rules where there is agreement and there are other areas where there are not. Staff would like to have some additional comments from the parties, especially in areas where there is not agreement. These comments should at least include some of these areas and anything else you want to include but at least a discussion on the definition of equipment in the first section. And particular attention to 2D in the second section. There was also considerable discussion in both subsections 3 and 4. We would like to hear comments on these areas. Also we are interested in how the parties feel about the discussion from Teligent's concerning about location of microwave equipment and how that should be handled or whether it should be handled here or someplace else. A notice will be sent out after this meeting. I would suggest that we try to have these comments in, in about four weeks. We can get that into the comment notice so that everyone is at least aware, unless anyone has a problem with responding that quickly. Then we'll decide after we've seen these additional comments if we need to have an additional workshop or whether we can jump into the next phase.

GB: On the comments part. To the extent that different segments of the industry can give us one set of comments and one complete internally consistent set of proposed rules, that will really increase our consideration of that particular group of companies comments. If people can try to put this stuff together, move toward the middle and get everybody with similar interests together, that would be really helpful for us.

DG: We're adjourned.