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THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

-----)	CT99-005
)	CT99-026
)	CT99-050
IN THE MATTER OF THE)	CT00-020
)	CT00-030
PUC AGENDA MEETING)	CT00-036
)	TC99-106
)	TC99-117
-----)	TC00-011
)	TC00-012

HEARD BEFORE THE PUBLIC UTILITIES COMMISSION

PROCEEDINGS: February 29, 2000
1:30 P.M.
Room 412, Capitol Building
Pierre, South Dakota

PUC COMMISSION: Jim Burg, Chairman
Laska Schoenfelder, Commissioner
Pam Nelson, Commissioner

COMMISSION STAFF
PRESENT: Rolayne Ailts Wiest
Karen Cremer
Camron Hoseck
Harlan Best
Gregory A. Rislov
David Jacobson
Michele Farris
Keith Senger
Leni Healy
Shirleen Fugitt
Mary Healy
Heather Forney
Sue Cichos
Bill Bullard

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UTILITIES COMMISSION

Reported by: Lori J. Grode, RMR

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A P P E A R A N C E S

For US West: Colleen E. Sevold
125 South Dakota Avenue
Sioux Falls, SD 57194

For SDITC: Richard D. Coit
P.O. Box 57
Pierre, SD 57501

For McLeodUSA: William Heaston
P.O. Box 6
Irene, SD 57037

Appearances by Telephone:

Barb Berkenpas, DTG

Tim Tobin, Inacom

Rick Wolters, AT&T

Alex Duarte, U S West

Andrew Jones, Sprint

P R O C E E D I N G S

1
2 CHAIRMAN BURG: Okay. It is 1:30. We will
3 begin the meeting then. Before I start I want to make
4 an introduction. We have a new staff person, or first
5 meeting intended Mary Healy, who is in the complaint
6 division. We've had enough of them we had to add
7 another person. I just wanted everybody to let you
8 know that Mary is now on board and we welcome her.

9 Let me call roll.

10 (Roll Call.)

11 CHAIRMAN BURG: Thank you. We will begin the
12 meeting. The first item of the agenda is approval of
13 the minutes from the Commission meeting February 15th,
14 2,000.

15 Shirleen, any corrections or corrections
16 you're aware of?

17 MS. FUGITT: No.

18 CHAIRMAN BURG: Anybody else have anything?

19 COMMISSIONER NELSON: I move approval of the
20 minutes.

21 COMMISSIONER SCHOENFELDER: Second.

22 CHAIRMAN BURG: I'll concur. Minutes have
23 been approved. Consumer issues, the status report on
24 consumer utility inquiries and complaints recently
25 received by the Commission. Leni.

1 MS. LENI HEALY: Thank you, Chairman Burg.
2 So far this year the Commission has received 356
3 consumer contacts. 66 of those were since our last
4 meeting. 59 of those contacts involved
5 telecommunications, where the chief issue remains
6 slamming or the unauthorized switching of long distance
7 or telecommunication services.

8 There were six electricity contacts, most of
9 those were either disconnections or payment plans, and
10 there was one natural gas complaint which was a
11 disconnection.

12 So far this year the Commission has
13 informally received 135 complaints.

14 CHAIRMAN BURG: Any questions for Leni or any
15 comments? If not, thank you, Leni.

16 We're going to -- the first item we're going
17 to take is going to be out of order to accommodate
18 somebody on the phone, so we're going to go to item
19 number 23. Agenda item, that would be CT00-037. (Not
20 Transcribed.)

21 * * * * *

22 CHAIRMAN BURG: Let's go back to item one on
23 the agenda then. Item one is CT99-005, in the matter
24 of the complaint filed by Nancy Manning and Elizabeth
25 Frederick, Rapid City, South Dakota, against U S West

1 Communications, Incorporated, and McLeodUSA
2 Telecommunications Services, Incorporated, regarding
3 the inability to provide service.

4 Today what is the Commission's decision?

5 COMMISSIONER NELSON: I guess I would move
6 that the Commission make the following rulings on the
7 objections taken under advisement at the hearing.

8 One, that Miss Manning's motion to amend her
9 complaint for additional damages, loss of income,
10 emotional distress, and punitive damages is granted.

11 And, two, that U S West and McLeod's
12 objections to Exhibits 29 and 30 are overruled.

13 And, three, U S West's objections to Miss
14 Manning's testimony as to her percentage of overhead is
15 overruled.

16 And, four, U S West's objections to Miss
17 Frederick's testimony on what McLeod represented and
18 stated at the probable cause hearing is overruled.

19 Five, that U S West's motion for the
20 Commission to take administrative notice of the Jiracek
21 order is granted.

22 And, six, Miss Manning's objection to Exhibit
23 45 is denied.

24 Seven, that McLeod's objection to the
25 questions regarding McLeod's terms and conditions is

1 overruled.

2 And, eight, that U S West's hearing is moot
3 since the no profit and loss statement was filed with
4 the Commission.

5 And, finally, since the record is unclear as
6 to whether the Exhibit 46 was ever admitted, the
7 Commission clarifies that it was admitted.

8 CHAIRMAN BURG: I will second that motion.

9 COMMISSIONER SCHOENFELDER: I'll concur with
10 that motion.

11 COMMISSIONER NELSON: I would move with
12 respect to the merits of the complaint that the
13 Commission find as follows:

14 That, one, McLeod breached its contract with
15 the complainants by failing to provide them with
16 service.

17 Two, that McLeod's limitation of liability
18 language in its tariff relates to only to the failure
19 of transmission for a call and not failure to timely
20 provision local exchange service.

21 Three, McLeod's limitation of liability
22 language in its contracts with the complainants was not
23 given to the complainants and thus failed to become a
24 part of the contract.

25 Four, that U S West's limitation of liability

1 language specifically limits liability for damages with
2 respect to provisioning of service to customers or
3 others, and therefore U S West is not liable for
4 damages under the facts of this case.

5 And, five, that the Commission finds Nancy
6 Manning was damaged in the amount of \$4,085.74 by
7 McLeod, and Elizabeth Frederick was damaged in the
8 amount of \$6,652.15 by McLeod.

9 And, six, that the Commission finds no legal
10 basis for the awarding of attorney's fees, punitive
11 damages, or damages related to the negligent infliction
12 of emotional distress.

13 CHAIRMAN BURG: I will second that motion.

14 COMMISSIONER SCHOENFELDER: I need to
15 respectfully dissent. I understand that this has been
16 very frustrating and very difficult for the
17 complainants. I am filing a dissent in this case.

18 I do believe that whether I agree with them
19 or not, at this point in time I may not agree with the
20 file tariffs, however, I did approve those file
21 tariffs. And even though McLeod's is not as explicit
22 as U S West's limitation of liability, I firmly believe
23 that the intent is the same as U S West's, and
24 therefore that the limitation of liability needs to be
25 upheld.

1 I believe those tariffs have the force of
2 law. I also believe that these two complainants have
3 already recovered over and above from the McLeod's,
4 what the tariff would have allowed them to recover.
5 And I will be filing a dissent in this case.

6 COMMISSIONER NELSON: We need to clarify
7 something here: Number five, I would move that the
8 Commission finds Nancy Manning was damaged to the
9 amount of \$6,652.15 and that Elizabeth Frederick was
10 damaged in the amount of \$4,085.74.

11 CHAIRMAN BURG: And I will concur in that
12 correction. The motion has passed on a two to one
13 decision, commissioner Schoenfelder dissenting and
14 wishes to.

15 COMMISSIONER SCHOENFELDER: I will file a
16 dissent, yes, I will.

17 CHAIRMAN BURG: Thank you.

18 Item number three on the agenda CT999-026, in
19 the matter of the complaint filed by Judy Raker, Rapid
20 City, South Dakota, against U S West Communications,
21 Incorporated, regarding delayed service.

22 Today what is the Commission's decision?

23 I did not actually hear that one.

24 COMMISSIONER SCHOENFELDER: I would move that
25 the Commission find that the Raker's claim for damages

1 regarding the provision of service by U S West is
2 limited by U S West's tariff. Section 2.4.1(a)(1).
3 This tariff section specifically limits U S West's
4 liability for damages associated with the provisioning
5 of service. Therefore, I move that the Raker' claim
6 for damages be denied.

7 COMMISSIONER NELSON: I'd second.

8 CHAIRMAN BURG: And I will concur, even
9 though I was not in attendance at that meeting, I did
10 review the transcripts and the issue and will concur in
11 that decision by the Commission, that motion by the
12 other Commissioners. So the motion has prevailed in
13 CT99-026.

14 * * * * *

15 CHAIRMAN BURG: Item number five, CT99-050,
16 in the matter of the complaint filed by Linda
17 Sederstrom, Madison, South Dakota, against Sprint
18 Communications Company, LP, and U S West
19 Communications, Incorporated, regarding unauthorized
20 switching of service.

21 Today, if this matter is resolved, shall the
22 Commission dismiss the complaint and close the docket?

23 Who is it? Keith, are you taking that?

24 MR. SENGER: Yes, I can take that. On
25 February 15th I received a fax from the complainant and

1 they said they had reached settlement with both U S
2 West and Sprint. They wish to dismiss the complaint
3 and staff recommends dismissal and close the docket.

4 COMMISSIONER SCHOENFELDER: I have a
5 question. Even in light of the fact she says it's an
6 under five dollar charge, but there's an additional
7 charge, is that taken care of now?

8 MR. SENGER: My understanding is, yes, it is
9 taken care of.

10 COMMISSIONER SCHOENFELDER: Okay. Then I
11 will move that we close the docket.

12 CHAIRMAN BURG: And is that a dismissal? Is
13 that request a dismissal of the complaint as well?

14 COMMISSIONER SCHOENFELDER: Right.

15 COMMISSIONER NELSON: Second.

16 CHAIRMAN BURG: I'm concur. The docket --
17 the complaint has been dismissed and the docket closed
18 in CT99-050.

19 * * * * *

20 CHAIRMAN BURG: CT00-020 in the -- and that
21 one is also an item on the addendum so we'll take them
22 together. Anyway, in the matter of the complaint filed
23 by Rollie Jensen, Sioux Falls, South Dakota, against
24 McLeod Telecommunications Services, Incorporated,
25 regarding delayed installation.

1 Today shall the Commission amend the
2 complaint and does the Commission find probable cause
3 of an unlawful or unreasonable act, rate, practice, or
4 omission to go forward with the meeting?

5 And the other part of the question is today
6 shall the Commission amend the complaint and does the
7 Commission find probable cause? It's the same
8 question; right, probable cause? Two amendments; is
9 that correct?

10 MS. WIEST: Right.

11 CHAIRMAN BURG: Who's on that one?

12 MS. FARRIS: Mr. Jensen is on the phone.

13 CHAIRMAN BURG: Mr. Jensen, do you want to
14 explain to us your request for amendments and what
15 happened in your situation?

16 MR. JENSEN: Okay. The amendments for
17 billing practices, I'm being billed by both U S West
18 and McLeod for the same numbers and same service. I've
19 got, somewhere along the line I ended up with credit
20 with McLeod. I don't know where that came from, and
21 that I owe U S West \$800, which I'd like to get this
22 taken care of.

23 I don't like -- evidently what happened is
24 that McLeod didn't put my service in with -- moved our
25 business, and I was going to try and I was going to go

1 over to U S West. And then McLeod threatened and told
2 me I couldn't do it (Inaudible) and I requested the DSL
3 line. They didn't have one. They said I had to go to
4 U S West for that. So I requested U S West for a DSL
5 line.

6 At that time McLeod was supposed to give them
7 my fax line, but they gave them everything, or gave
8 them -- told them that they had to put a new number in,
9 which wasn't the case. So U S West put in a new
10 number. I didn't even know about it. It was
11 (Inaudible) one number and I wanted the back line, the
12 DSL line on it.

13 Well, we finally got that straightened out
14 and scheduled again. This was regarding (Inaudible)
15 scheduled for March 1st, tomorrow, to hook my up my DSL
16 line with the right number. Somewhere along the line I
17 believe that McLeod and all the numbers to U S West and
18 sent them back. And I'm sitting here and I don't know
19 who to pay what. It's the long distance carriers
20 (Inaudible) that McLeod is billing me for the same
21 numbers U S West is.

22 The way my understanding is the only number
23 that U S West should have, and that shouldn't be until
24 the time of the DSL line, is my fax number, which is
25 332-5025. The other numbers were to stay with McLeod

1 until I decided or permission, without being sued, what
2 I wanted. That's where I'm sitting, who to pay and how
3 much.

4 CHAIRMAN BURG: Just a question before I take
5 the others. What are the two amendments requested?
6 One is to include U S West?

7 MS. WIEST: We'll take that one first.

8 CHAIRMAN BURG: Colleen, do you want to
9 respond to that?

10 MS. SEVOLD: Sure, this is Colleen Sevold,
11 U S West Communications, and I just received this
12 complaint last Friday. And just quickly reviewing it,
13 I didn't see where the customer said that U S West was
14 doing, you know, whatever apparently we have done
15 wrong.

16 And we haven't really had time to thoroughly
17 investigate it, so at this time we recommend it go to
18 probable cause until we've had time to figure out what
19 exactly U S West played in it.

20 CHAIRMAN BURG: You are not objecting to a
21 finding of probable cause?

22 MS. SEVOLD: At this time we are not.

23 CHAIRMAN BURG: And inclusion of U S West.

24 MS. SEVOLD: Right.

25 CHAIRMAN BURG: Bill, are you representing

1 McLeod.

2 MR. HEASTON: Yes, Mr. Chairman, Bill Heaston
3 representing McLeodUSA. I'm still confused by this
4 whole complaint and there was a finding as to probable
5 cause. We did get the notice last week and we are
6 preparing a response based on that.

7 CHAIRMAN BURG: Okay.

8 MS. WIEST: Any objection to amending the
9 complaint?

10 MR. HEASTON: I have no objection to amending
11 the complaint. Apparently we still have some part to
12 play in it, so I don't know if we want to roll our
13 response into one when you get the second notice out,
14 or we do two responses? That would be my only
15 question. There was a billing practice here I don't
16 think was in the initial complaint.

17 MS. WIEST: Has the first order gone out?

18 MR. JENSEN: I have something else.

19 MR. HEASTON: It was dated the 23rd, and we
20 received it on the 25th of February.

21 MR. HOSECK: That's correct.

22 COMMISSIONER SCHOENFELDER: That's the two
23 amendments, is it not? The add U S West and the
24 billing problem?

25 MS. FARRIS: Right, the amendment on the

1 addendum was for the billing, the double billing, and
2 that's occurred last week. That's why it it's on this
3 meeting.

4 CHAIRMAN BURG: That's just expanding the
5 complaint then to include a billing question. And the
6 second request is to include U S West, which we've
7 already.

8 MS. FARRIS: The first request in the
9 original agenda was to include U S West on the original
10 complaint. And then Mr. Jensen received his bill with
11 two billings from U S West and McLeod and that was the
12 second amendment request.

13 MS. WIEST: Is there any objection from
14 anyone if McLeod files a single answer from the date of
15 the order going out approving the amendment of the
16 complaint in? If not, then we'll do it that way.

17 MR. JENSEN: Jim, I had one other thing that
18 I don't know I'm sure we covered it the last time was
19 the fact that my voice mail, or my calls were supposed
20 to be rolled over to an answering machine, and I found
21 out that those calls were going to a payphone in New
22 York City and people were picking up the phone there
23 and answering it. And it happened to USC, as a matter
24 of fact, I tried to call.

25 And we don't know how long this had been

1 going on, but it sounded like the gal I talked with had
2 an office, that was she was getting a little perturbed
3 because of the fact that it kept ringing continuous. I
4 can see it would ring quite a bit. We get a lot of
5 phone service.

6 COMMISSIONER SCHOENFELDER: That was included
7 in the original complaint?

8 MR. JENSEN: It was, but I just wanted to
9 bring that back to your attention because I sit here
10 and lose business without even knowing it. Two years
11 old, we can't afford this. I need something there when
12 I need it.

13 CHAIRMAN BURG: Is that corrected now that
14 you're aware of.

15 MR. JENSEN: I'm assuming it is. I've tried
16 it, but like it's coming through right now. But when I
17 had called, I called U S West and then I had to call
18 McLeod, and McLeod says, "Yeah, we'll get it taken care
19 of." They called me back. They said, "We're working
20 on it." I said, "Well, if you're working on it, then
21 you haven't got it corrected."

22 I said it would be better if you just turned
23 it all off until you got it fixed. I said I'd rather
24 they have a busy signal than have somebody in New York
25 city pick up the phone and say whatever they wanted to

1 say into it. That's just not good business. And I
2 know it went on for two more days after that that it
3 was still being picked up. As a matter of fact, I even
4 got some bills for those calls on my deal, assuming
5 they are anyway.

6 CHAIRMAN BURG: Thank you. So I think before
7 us we have two amendments, two requested amendments to
8 this complaint, one to include U S West and one to
9 expand it to a billing issue.

10 MS. WIEST: Does U S West have any objection
11 to amending the complaint for the billing issue?

12 MS. SEVOLD: No.

13 CHAIRMAN BURG: There is no objection so we
14 will amend the complaint for both of those issues.
15 And, let's see, do we need to do anything else?

16 MS. WIEST: Vote on it.

17 COMMISSIONER SCHOENFELDER: I move we amend
18 the original complaint to include U S West and to
19 include the billing problems in 020.

20 MS. WIEST: And then find probable cause
21 against U S West.

22 COMMISSIONER SCHOENFELDER: Then we need to
23 move to find probable cause against U S West.

24 CHAIRMAN BURG: I would second that motion.

25 COMMISSIONER NELSON: I'd concur.

1 CHAIRMAN BURG: CT00-020 has been amended to
2 include U S West, a billing complaint, and to find
3 probable cause against U S West.

4 CT00-030, in the matter of the complaint
5 filed by Randy Daughenbaugh. Is Randy on?

6 MR. SENGER: No.

7 CHAIRMAN BURG: He can't hear me slaughter
8 his name. Rapid City, South Dakota, against U S West
9 Communications regarding delayed installation.

10 Today, if the matter is resolved, shall the
11 Commission dismiss the complaint and close the docket?

12 Keith, are you taking this one?

13 MR. SENGER: Yes, thank you. I received an
14 E-mail from the complainant on Friday, February 25th,
15 and a follow-up letter was received in the mail this
16 morning where the complainant states that he does have
17 service now and he wishes to dismiss his complaint
18 against U S West and close the docket.

19 COMMISSIONER SCHOENFELDER: I would move we
20 dismiss the complaint in 00-030 and close the docket.

21 COMMISSIONER NELSON: Seconded.

22 CHAIRMAN BURG: And I will concur. So the
23 complaint has been dismissed and the docket closed in
24 CT00-030.

25 * * * * *

1 CT00-036, in the matter of the complaint
2 filed by Fred Prahl on behalf of Windows, Incorporated,
3 DeSmet, South Dakota, against Inacom Communications,
4 Incorporated, and U S West Communications,
5 Incorporated, regarding unauthorized switching of
6 service.

7 Today does the Commission find probable cause
8 of an unlawful or unreasonable act, rate, practice, or
9 omission to go forward with the complaint and serve it
10 upon the Respondents. And I believe Mr. Prahl is on.
11 Fred, do you want to explain to us what happened.

12 MR. PRAHL: Okay. I was out on the road
13 calling in and was trying to call the office and I kept
14 getting a busy signal. I got seven lines coming into
15 our company. And when I got back to the office, not
16 all the lines were busy, so we proceeded to call U S
17 West to try to find out what was going on. And that's
18 when we were informed that we had been switched over to
19 one of U S West's programs 21.

20 And throughout the day, it took us from 9:30
21 in the morning until about 3 o'clock in the afternoon
22 to get the roll over service back on our line so that
23 we could receive more than one phone call at a time
24 here.

25 Further investigation is that Inacom

1 Corporation out of Omaha had placed the order with U S
2 West. We had not authorized any switchover at all, and
3 there was a representative -- I don't know, our
4 secretary said it was -- he had U S West on his uniform
5 someplace and had just stepped into the office and to
6 confirm that we were a U S West customer. And she
7 signed the last sheet of the piece of paper here.

8 And from then on as of yesterday we were
9 informed that we weren't switched back, that we were
10 slammed. We assumed that we were switched back the way
11 we were, and as of yesterday we were informed that we
12 weren't.

13 So and from then on in your office you got
14 both the slip of paper that Leichtenberg signed and a
15 second one authorized an agent letter with a fourth
16 signature of Diana Leichtenberg and put her title down
17 as manager. We were without seven lines for about two
18 days for sure, and all the calls and aggravation our
19 customers have endured over this thing, a complete
20 forgery from an outfit out of Omaha there, that
21 Inacom.

22 CHAIRMAN BURG: Thank you. Is there anybody
23 -- I don't believe there is anybody on from Inacom, is
24 there?

25 MR. TOBIN: Yes, I am.

1 CHAIRMAN BURG: Excuse me, go ahead.

2 MR. TOBIN: My name is Tim Tobin. I'm with
3 Inacom in Omaha, Nebraska.

4 CHAIRMAN BURG: Okay, Tim, I didn't have you
5 on. Go ahead.

6 MR. TOBIN: Mr. Chairman, we do apologize to
7 the Commission and to Windows, Inc., on what happened
8 to him. The salesperson is no longer with us. He no
9 longer works for us. And we apologize for everything
10 that's happened to him.

11 CHAIRMAN BURG: Was he working for you at the
12 time this occurred?

13 MR. TOBIN: The salesperson, yes.

14 CHAIRMAN BURG: Did he have a U S West
15 identification on the uniform?

16 MR. TOBIN: Yes, on the shirts that we wear
17 it says U S West logo on it and also says that we are a
18 strategic agent for U S West.

19 CHAIRMAN BURG: Do you have a contract with U
20 S West to be their agent?

21 MR. TOBIN: Yes, we do.

22 CHAIRMAN BURG: Colleen, do you have any
23 comments?

24 MS. SEVOLD: No, I don't. I could just
25 answer any questions there may be but I don't have any

1 comments.

2 COMMISSIONER SCHOENFELDER: I have questions
3 for Inacom. You can apologize all you want to but the
4 gentleman wants some kind of help here. I think you
5 need to work with him.

6 MR. TOBIN: I will be glad to do that. I
7 don't know. I have haven't contacted him direct
8 because of this hearing. I didn't know whether to go
9 through the Commission or go to the customer direct.

10 MS. SEVOLD: This is Colleen from U S West.
11 And I did talk to the customer yesterday and verified
12 that they do not want Centrex 21, that they want to be
13 switched back to the 1FB's, and we're in the process of
14 doing that.

15 MR. TOBIN: I understand that, yes, that
16 doesn't take care of the problem in the past.

17 COMMISSIONER SCHOENFELDER: I'm going to move
18 for probable cause in this case just simply to see if
19 we can alleviate problems they might be able to work
20 out, and you can ask for a dismissal and not go forward
21 any further if you can work things out amongst
22 yourself; otherwise, you have an opportunity for a
23 hearing date. So I would move we find probable cause
24 in this case.

25 COMMISSIONER NELSON: Second.

1 CHAIRMAN BURG: And I'm going to concur. I
2 definitely think we should look at that. Just for
3 informational purposes, this doesn't appear to be a
4 slamming, though, does it?

5 MR. PRAHL: Well, they switched service on
6 us.

7 CHAIRMAN BURG: But it's the same company is
8 the only thing I'm getting at.

9 MS. SCHOENFELDER: No, I'm not -- I don't
10 think we should decide that at this point in time.

11 CHAIRMAN BURG: I just agree, just a
12 question. Probable cause has been found in CT00-036.

13 Do you understand what that means? Did you
14 hear my explanation before?

15 MR. PRAHL: Yes.

16 CHAIRMAN BURG: Okay. It just means that we
17 will -- you will hear from us when we go forward with
18 this complaint. In the meantime the company has the
19 ability to contact you on the issues.

20 MR. PRAHL: Okay.

21 CHAIRMAN BURG: Thank you for joining us.

22 * * * * *

23 CHAIRMAN BURG: TC99-106, in the matter of
24 the establishment of different rates for
25 interconnection and unbundled network elements in at

1 least three geographic areas.

2 Today shall the Commission grant intervention
3 to McLeodUSA, U S West, Sprint and AT&T? Harlan.

4 MR. BEST: Just a request for intervention.

5 MS. WIEST: I recommend granting.

6 CHAIRMAN BURG: That's what I was wondering.

7 COMMISSIONER SCHOENFELDER: I would move
8 approval for intervention to McLeod's, U S West,
9 Sprint, and AT&T.

10 COMMISSIONER NELSON: Seconded.

11 CHAIRMAN BURG: I concur. Intervention has
12 been granted to McLeodUSA, U S West, Sprint, and AT&T
13 in TC99-106.

14 * * * * *

15 CHAIRMAN BURG: TC99-117, in the matter of
16 the filing by U S West Communications Incorporated, for
17 approval of revisions to its exchange and network
18 service tariff.

19 Today shall the Commission approve the
20 proposed tariff revisions?

21 Colleen.

22 MS. SEVOLD: Thank you, Mr. Chairman.

23 Colleen Sevold, U S West Communications. And in this
24 filing we're requesting the Commission to allow us to
25 do some changes to the tariff regarding cancellation

1 and deferment charges.

2 In other words, when the customer has asked
3 us for a due date, the due date comes, the customer is
4 not ready to accept the service or does not want the
5 service at that time, we would allow them 30 business
6 days, and then after that we would ask the customer,
7 "Do you still want the service?" If they do, we would
8 start applying monthly charges. If they do not, we
9 would apply cancellation charges at that time.

10 Now, this would apply only to five or more
11 analog or digital lines. In other words, the
12 residential customer that has one or two lines would
13 not be affected. And it also applied to the DS1
14 lines.

15 MS. WIEST: Colleen, could you explain how
16 the current tariff applies?

17 MS. SEVOLD: At this time the tariff doesn't
18 address what services would be. In other words, it
19 could be open to any services. And I believe at this
20 time we probably give them ninety days past the due
21 date.

22 MR. RISLOV: If I could ask following up on
23 Rolayne's question, it's unclear to me though if that
24 ninety days includes point in time of which the
25 materials ordered or received or which time the

1 services is actually available to the customer. I
2 think the tariff is unclear.

3 MS. SEVOLD: The tariff as it is presently
4 you mean?

5 MR. RISLOV: Yes.

6 MS. SEVOLD: Yes, I would agree with that.
7 And this specifically says at the due date of the
8 request.

9 MR. RISLOV: Where the service has been
10 provisioned and is ready to go?

11 MS. SEVOLD: Is ready to go.

12 MR. RISLOV: As a matter of practice in the
13 past, once the materials were ordered, even if the
14 service had not been provisioned, could have there been
15 a cancellation charge applicable to the customer?

16 MS. SEVOLD: There could have been.

17 MR. RISLOV: Was there ever?

18 MS. SEVOLD: I believe this was not used very
19 much at all in South Dakota. I think they mentioned
20 twice last year.

21 MR. RISLOV: Twice under the old tariff?

22 MS. SEVOLD: Exactly, right.

23 MR. RISLOV: But in both cases was the
24 service actually provisioned?

25 MS. SEVOLD: You know, I can't answer that,

1 but I would not think it was provisioned because we're
2 not going to provision it if the customer doesn't want
3 it.

4 MR. RISLOV: Would the materials have been
5 installed or would they have still been sitting in the
6 warehouse?

7 MS. SEVOLD: They would have been ready to
8 go, ready to do actually do the installation.

9 MR. RISLOV: Another question on the new one,
10 when will this be applied?

11 MS. SEVOLD: It would be applied for five or
12 more analog or digital lines, and it would be applied
13 through one or more DS1 lines.

14 MR. RISLOV: Is that without fail?

15 MS. SEVOLD: I believe that I suppose there
16 could be some circumstances where we wouldn't, but the
17 tariff would say that it would be at all times, right.

18 MR. RISLOV: What type of circumstances would
19 those be?

20 MS. SEVOLD: I mean when you asked me at all
21 times, I suppose there could be. I can't think of why
22 they would not, but we would give them 30 days past
23 that time. But the purpose is to encourage customers
24 that if they're not ready for this service, to call and
25 put their due date out, or to just not tie up the lines

1 and maybe at some time end up cancelling them. This is
2 just to say you've ordered the services, we've got the
3 facilities ready, we're holding them for you, we'll
4 hold them 30 more days but then there will be charges
5 if you want to keep the service or cancellation
6 charges.

7 MR. RISLOV: So if you did a time line
8 between the old tariff and the new tariff, essentially
9 what's happened is that they have 60 fewer days before
10 charges would occur; is that correct?

11 MS. SEVOLD: That's correct, that would be
12 correct.

13 MR. RISLOV: I guess my question though went
14 more toward -- my previous question went more toward
15 the phrase "may be applied." What does "may be
16 applied" mean?

17 MS. SEVOLD: I think this gives us the
18 ability to apply it. You know, I'm not sure that I
19 could say that it never, never, never, never would be
20 waived, but this gives us the ability to apply it. So
21 may be would to me say we may charge, we have the
22 ability to charge you.

23 MR. RISLOV: If I read that previous tariff
24 correctly, there was no may be applied. But do I take
25 it you used your discretion when charging those under

1 the prior tariff as well?

2 MS. SEVOLD: I believe we did, yes. I
3 thought there were such words in the previous tariff,
4 too, maybe not, but I believe we used our discretion.
5 And the previous tariff also would have given us the
6 ability to do it to all customers, one line, two lines,
7 three lines. In this way we're just doing it to the
8 customers that are tying up more facilities.

9 COMMISSIONER NELSON: Would you think that
10 would be fair if the reverse were true, if you weren't
11 able to provide the service on the date that you agreed
12 to, then the customer would be allowed payment for the
13 same you're asking to be paid for, the time? Would it
14 be fair then that the company pay the customer for
15 his?

16 MS. SEVOLD: I don't think we're asking to be
17 paid for the time. What we're saying, the facilities
18 are there, we're holding them for you, we can't use
19 them for anyone else. We're holding them for you and
20 they're ready, they're ready the day you asked for
21 them. And so if you want them, we'll hold them 30 more
22 days no charge to you. After that time we will either
23 release them so other customers can use them or we will
24 start charging you the monthly charge.

25 COMMISSIONER SCHOENFELDER: But doesn't it

1 also say you're going to charge the nonrecurring
2 charges?

3 MS. SEVOLD: That's the --

4 COMMISSIONER SCHOENFELDER: Plus the monthly
5 charge if you don't?

6 MS. SEVOLD: No.

7 COMMISSIONER SCHOENFELDER: That's not the
8 way I'm reading it, Colleen.

9 MS. SEVOLD: The way I'm understanding it, we
10 would apply the nonrecurring charges as cancellation
11 charges. So the nonrecurring charges would be the same
12 as the cancellation charges.

13 COMMISSIONER SCHOENFELDER: I understood
14 that. But then you're talking about if they hadn't
15 canceled them, that you would charge them the monthly
16 charges, as I understand that what you just said, or I
17 misunderstood.

18 MS. SEVOLD: No. If we canceled the service,
19 they would be charged the nonrecurring charge that they
20 would have incurred. If we defer it, they would be
21 charged the monthly charge that they would typically
22 pay.

23 COMMISSIONER SCHOENFELDER: I'm having a
24 little bit of trouble trying to compare the old tariff
25 and the new. And in the old tariff you're talking

1 about nonrecoverable material and equipment expense
2 amongst others, And here you just say nonrecurring
3 charges. Does that include engineering, labor?

4 MS. SEVOLD: No. It's nonrecurring charges
5 only includes the installation charge. In other words,
6 what they would pay if we were provisioning the
7 service.

8 COMMISSIONER SCHOENFELDER: Okay. And then
9 on the new tariff you've got a C, and I always thought
10 that stood for change or corrected. And it really is a
11 total rewrite of the thing, so don't you think that
12 should be new?

13 MS. SEVOLD: I guess, you know, it's still
14 under cancellations and deferments. It could be new,
15 yeah. It's a different change in the language but it
16 is a change.

17 COMMISSIONER SCHOENFELDER: Then I have a
18 question on how you intend to communicate this charge
19 to your customers.

20 MS. SEVOLD: Well, I had worked with the
21 staff and we always call the customer and say the
22 service is ready to be provisioned, or maybe the
23 customer calls us. And we would tell them at that time
24 if they said we're not ready for this service, we would
25 say that we will hold it for you 30 more days. After

1 that point if you want us to continue to hold it,
2 either we would have to begin to charge you monthly
3 charges.

4 COMMISSIONER SCHOENFELDER: You don't have a
5 formal procedure there that tells you how you're going
6 to notify the customer?

7 MS. SEVOLD: I believe it just says if the
8 customer requests that the facilities continue to be
9 held, we don't necessarily say we would call the
10 customer, but that is what could happen.

11 COMMISSIONER SCHOENFELDER: Tell me what the
12 ball park figure is for this kind of charge dependent
13 upon, I know, take a DS1 facility.

14 MS. SEVOLD: I honestly can't tell you what
15 the installation charge is for DS1. But, like I say,
16 if it was five 1FB's, it would be \$47.00 times the five
17 lines.

18 COMMISSIONER SCHOENFELDER: And then I need a
19 little bit more explanation. It says these
20 cancellation and deferment provisions apply to requests
21 for five or more analog or digital exchange lines, or
22 one or more DS1 facilities with common equipment.

23 Now, I'm assuming the common equipment is
24 digital switch services, ISDN, primary rate services,
25 segregated T-1. I sort of have an idea what those

1 are. Tell me what uniform access solutions is.

2 MS. SEVOLD: You know, offhand, I can't tell
3 you what that is. I do know that's in our tariff.
4 It's not in the catalog, but I can't exactly tell you
5 what the service is at this point.

6 MR. RISLOV: I would assume does this tariff
7 I shouldn't assume, I'll ask you. Does this apply to
8 resale UNE provisions as well.

9 MS. SEVOLD: Yes, it does.

10 COMMISSIONER SCHOENFELDER: Can you tell me
11 how a customer is going to know when they're going to
12 be -- I mean it says you may charge them. And it seems
13 to me like that's sort of at will and you may or may
14 not. How are you going to determine who gets charged
15 and who doesn't? What my last name is or how big my
16 business is or whatever?

17 MS. SEVOLD: I would say that we will be
18 charging. And I guess I don't read the may to say we
19 may or we may not. To me the may says that we have the
20 ability to charge you that. We will be charging the
21 customer after 30 days.

22 Mr. Rislov asked me without exception, and I
23 guess I never say never, but I can't think of any
24 exception. They will be charged, they will be notified
25 that they will be charged if they want us to continue

1 to hold the service.

2 COMMISSIONER SCHOENFELDER: I think you're
3 going to have to change the wording of the tariff then
4 a little bit. This says may, this says permissive to
5 me.

6 CHAIRMAN BURG: How much of a problem do you
7 have with this kind of situation?

8 MS. SEVOLD: You know, like I say, we only
9 used it maybe two times last year. But, you know, as
10 you get more and more customers using more and more
11 lines, we will probably run into that, you know. And
12 before, like I said, this actually is better for the
13 customer. Before we gave them ninety days, but we also
14 said that we could charge them engineering, labor.
15 There were a lot of other charges. This simply says
16 the nonrecurring charge, which in the case of a 1FB is
17 \$47.00. Excuse me. This clearly defines what the
18 charge will be.

19 COMMISSIONER NELSON: I'm not sure it is
20 clear as to what the -- what are considered
21 nonrecurring charges.

22 MS. SEVOLD: Well, the nonrecurring charge is
23 in the tariff for every service. It's very clear in
24 the tariff of what it would be.

25 MR. RISLOV: If I could ask one more

1 question. How many states have approved this exact
2 language?

3 MS. SEVOLD: 13.

4 MR. RISLOV: We are the only state that has
5 not approved this exact language?

6 MS. SEVOLD: That's correct.

7 MS. FORNEY: Staff has also asked for other
8 wording changes, and I'm not sure if you've gotten a
9 copy of those. It was a fax that we had gotten in the
10 office back on February 8th, and if you would like I
11 can run down and get copies of that.

12 We had some clarification as far as whether
13 the customer would be charged, whether they were going
14 to accept the service or not. And so we, staff, did
15 ask for some wording changes that were a little
16 different than the other 13 states.

17 COMMISSIONER SCHOENFELDER: Mr. Chairman, I
18 would like to defer this until the staff has had some
19 time to get that wording changes to me and whether U S
20 West thinks those are acceptable. I'm not willing to
21 approve this tariff. Now, I really don't mind being
22 different than the other 13 states.

23 CHAIRMAN BURG: I guess I would agree. We've
24 got a couple questions.

25 COMMISSIONER SCHOENFELDER: I have questions

1 I need to have answered and I think you need to clarify
2 your language a lot more. I need to know how this is
3 going to affect the rest of the market and our
4 communication companies so I need to do that.

5 CHAIRMAN BURG: We will defer that until the
6 next meeting.

7 TC00-011, in the matter of the filing by U S
8 West Communications, Inc., of a notice of intent to
9 file a 271 application.

10 Today how shall the Commission proceed?

11 Do you want to take that, Rolayne?

12 MS. WIEST: Yeah. I guess the question is I
13 would just like to ask for comments from any interested
14 parties on U S West's 271 intent to file. We did get
15 some comments from TRA on February 28th, but I don't
16 know that they're on the phone. Are they?

17 Does anybody else have any comments at this
18 time on U S West's filing?

19 MR. WOLTERS: This is Richard Wolters, AT&T
20 Communications of the Midwest Bank.

21 MS. WIEST: Okay.

22 MR. WOLTERS: U S West has filed the same
23 notice in a number of states; I believe eleven. I'd
24 like to point out that U S West's own filing dates on
25 the first page that they're asking the Commission

1 initiate a docket to allow the parties to participate
2 in proceedings to consider each aspect of Section 271,
3 including each item on the 14-point check, but in
4 Section 271 beginning fourth quarter 2000.

5 And if I understand that, they're really not
6 asking, they're to really start until the fourth
7 quarter 2000. I think the best thing to do is set an
8 intervention deadline and a comment deadline and then
9 set it for another meeting after that.

10 I do know in a number of our states there
11 have been a number of other parties that have filed
12 comments in response to U S West's filing. And I think
13 before the Commission makes any decision on what to do,
14 I think it would be best to set an intervention
15 deadline and then provide a comment period and then
16 bring it back before the Commission to discuss having
17 those comments to review and consider.

18 CHAIRMAN BURG: Does anybody else have any
19 comments?

20 MR. JONES: Yes, Commissioner, Andrew Jones
21 with Sprint here. I would just note that in North
22 Dakota last week this matter was deferred for the North
23 Dakota Commission, and at that time U S West indicated
24 that the letter that it filed in South Dakota -- excuse
25 me, in North Dakota and elsewhere, as what states here,

1 was not an actual filing in the sense of normal way 271
2 filings are looked at.

3 In the North Dakota proceeding that I took
4 part in by telephone, U S West advocated a series of
5 workshops. I may be parroting some of Mr. Wolters'
6 comments. Sprint would like to state for the record
7 that it believes a hearing format is preferable to
8 insure that base line compliance 271 requirements are
9 approved and met and that workshops are appropriate
10 only after a hearing format with the opportunity to
11 cross-examine witnesses has taken place.

12 MR. WOLTERS: Chairman Commissioner, this is
13 Rick Wolters again. I think what's important here is
14 that U S West has not come forward before the
15 Commission and argue it any further on how this issue
16 should be addressed. And because they have not, I've
17 tried to limit my comments to procedural issues.

18 However, I do wish to point out as with
19 Sprint, we do have a number of substantive and legal
20 matters we'd wish to bring up in response to their
21 filing. However, because U S West does not -- is not
22 bringing their issues up today, I didn't see any need
23 to argue those issues today. If you do provide an
24 intervention deadline and a comment period, we would
25 bring up all those issues in our comments.

1 MR. STEECE: Commissioners, this is Chuck
2 Steece from U S West. Would it be appropriate for me
3 to speak up at this point?

4 CHAIRMAN BURG: Yes.

5 MR. STEECE: Mr. Wolters' suggestions that
6 parties file comment and there be an opportunity for a
7 more substantial discussion on how to best proceed with
8 this docket, we would have no objection to that.

9 The only request we would make is this: If
10 you look at the pleading we filed, we've asked the
11 Commission to do two things: One is to set up a
12 procedure by which, as you know, we are currently
13 involved in looking holistically at our OSS's through
14 the Regional Oversight Committee, or ROC; and the ROC
15 is actively working towards development of a test plan,
16 and at this point the test plan is supposed to be
17 completed in April.

18 And our goal at this stage is to make sure
19 that in fairly short order after this test plan is
20 completed that we have an opportunity to bring it to
21 commissions throughout our region, including in South
22 Dakota, and ask for approval of the plan then.

23 And that doesn't mean approval of 271, that
24 means making sure that the test plan, as it's created,
25 in your view meets the needs of South Dakota. We want

1 to make sure that any and all tests scenarios that we
2 need to look at for purposes of OSS are done at the
3 beginning. So that way when the testing begins in
4 earnest, we do it one time and one time only.

5 And so my only request if you will allow for
6 comments as suggested by AT&T, is to do it such that we
7 can get the comments completed, get back in front of
8 the Commission to discuss this issue sufficiently in
9 advance of, say, early April, mid-April so that way it
10 provides an opportunity for us to bring the test plan
11 to you in the time frame plan.

12 And I'm not sure if it was Sprint or AT&T
13 said that we're not looking at this stage to do
14 anything with South Dakota until fourth quarter and to
15 the extent South Dakota wants to consider a 271 docket
16 or application on its own, that would certainly be
17 true.

18 However, we have in other states across our
19 region encouraged states where we have said let's start
20 the process fourth quarter to consider joining another
21 states where we are attempting to get the workshop
22 process started immediately. And so if we defer this
23 for a period of months, there might be a window of
24 opportunity lost if the Commission is interested in
25 joining another state and having multi-state

1 workshops. Because of the fairly substantial issues
2 involved and the resources it takes for all parties, it
3 might make sense to do it in that fashion.

4 And so I guess in a nutshell what I'm saying
5 is we have no objection to AT&T, but there are many
6 reasons why we should try and move this comment period
7 along fairly quickly, get back in front of you for full
8 discussion so we can decide how best to proceed in
9 South Dakota.

10 CHAIRMAN BURG: Are you saying -- and I've
11 heard this comment outside of this docket -- that there
12 is some consideration about looking at some of the
13 other checklist items even before conclusion has come
14 on OSS? Is that what you're talking about doing in
15 other states?

16 MR. STEECE: I would say on all checklist
17 items, what we're looking to do is have a workshop
18 process where we look at the two pieces that we have to
19 establish with respect to each. And that is, one, do
20 we have a legal obligation to provide it. And we will
21 be bringing forth a statement of generally available
22 terms. And the workshops will help us to refine that
23 language.

24 And, two, is to look at the process by which
25 we're making it available. And there are in virtually

1 every circumstance, not every, but virtually, every
2 checklist item has processes outside of OSS that need
3 to be considered as well.

4 And so for the checklist items that have OSS
5 implications, what we would like is to look at that
6 checklist item to the extent possible, then you overlay
7 the OSS onto it, and the checklist on it would be
8 complete so long as we pass that aspect of the OSS
9 test. And, second, is to look at the contractual
10 obligations.

11 So, yes, we would like to consider workshops
12 on all checklist items as a part of this process.

13 CHAIRMAN BURG: Another question, what is
14 your feeling on Mr. Wolters' suggestion that we have an
15 intervention period and then a comment period based on
16 all those who intervened? I would presume he meant --

17 MR. STEECE: In terms of the intervention
18 period, what we would suggest is an open intervention.
19 When you're looking at this from a workshop perspective
20 rather than a traditional adversarial hearing
21 prospective, let's assume that the first workshop is on
22 resale and holds conduits and rights of way. That's
23 just for purposes of discussion.

24 There might be many intervenors that have
25 absolutely no interest in those two items, but care

1 tremendously about colocation and unbundled loops
2 because that's part of their current business plan.
3 And so what we would encourage is as open a process as
4 possible with interventions in advance of workshops so
5 a party can pick and choose which pieces of the
6 workshop they wanted to be involved in.

7 Once they're in, we would consider them in
8 and provide them with copies of all materials that have
9 been or are being provided in the case. But if someone
10 wants to wait until the last workshop because that's
11 all that affects them, to discuss the checklist item
12 that's being discussed, then we would be fully
13 supportive of that.

14 So in terms of intervention, what we would
15 recommend is allow any and all interested parties now
16 to file comment, but don't close the intervention,
17 because the FCC has stated quite clearly in our view
18 that the openness of these processes are important.

19 CHAIRMAN BURG: Mr. Wolters, do you have a
20 response? Do you have any comment?

21 MR. WOLTERS: This is Rick Wolters. I have a
22 few comments: One, I have no problems with moving the
23 process along so if you want to set a comment period
24 for two weeks, I think that would give everybody enough
25 time to receive the Commission's notice and file

1 comments. I have no problems. I can file in two
2 weeks.

3 I think something Mr. Steece said about
4 intervention, that's acceptable to AT&T if you want to
5 leave it open for an intervention. I think the parties
6 -- you shouldn't have an intervention deadline, but I
7 do believe people should have to notify the other
8 parties they want to intervene because otherwise it's
9 going to be hard to determine who to serve your parties
10 and what parties to serve your pleadings on.

11 I think something that Mr. Steece pointed out
12 that's important here in general is that Mr. Steece
13 went a little farther in describing U S West's proposed
14 process and is reflected in their notice. And U S West
15 filed a number of different forms of notices in the
16 different states and some were a little bit more
17 thorough in what they're requesting than the one that
18 was filed in South Dakota.

19 And I think it would be helpful if U S West
20 also filed something that really explicitly sets forth
21 what they're really asking, and I don't know when to do
22 that and the process. But their initial filing is
23 pretty general, and I think AT&T can file in two weeks
24 because we understand most of the issues that have been
25 raised in the other states.

1 But the Commissioners may not be familiar
2 with what U S West is really asking for in the context
3 of workshops and what are really OSS issues and not OSS
4 issues. A number of other states U S West put in a
5 chart were going through what it believes are OSS
6 issues and not OSS issues, and I think that may be
7 helpful to the Commissioners and to realize a little
8 bit more explicitly what U S West is proposing. And I
9 think that would be helpful for the Commissioners.

10 Like I said, I don't need that to respond
11 because I've seen their argument, but I think it would
12 be helpful to the Commissioners.

13 COMMISSIONER SCHOENFELDER: Mr. Jones, I --

14 MR. JONES: I think what Mr. Wolters just
15 said about having more specificity is a good idea, and
16 we would request U S West provide as much specificity
17 as it wants in regard to how it would like this matter
18 approached. We would provide comment.

19 COMMISSIONER SCHOENFELDER: I have a question
20 for Sprint. Tell me how a contested case hearing
21 before the workshops, tell me how it plays out. Tell
22 me how that's going to be a benefit.

23 MR. JONES: I think the burden of proof,
24 Commissioner, is on U S West in this proceeding. And
25 it's Sprint's concern in workshops, particularly if

1 they're not conducted right, the burden of proof would
2 be unfairly shifted to intervenor. U S West, under the
3 statute, is required to prove in the market it's open,
4 it's required to provide checklist items in a hearing
5 format that would allow cross-examination to take
6 place, the whole examination of that burden of proof to
7 take place.

8 COMMISSIONER SCHOENFELDER: Would you think
9 it would define the issues a little more narrowly
10 before you went to the workshops, or it would just
11 narrow the playing field as to what you could talk
12 about at the workshops?

13 MR. JONES: I think that's correct. If a
14 particular item is shown to be proven then it need not
15 be addressed at a subsequent workshop.

16 COMMISSIONER SCHOENFELDER: Thank you.

17 MS. WIEST: Anyone else have any comments on
18 the filing?

19 MR. WOLTERS: If I can make this one last
20 comment with respect to the Sprint contested case
21 hearing at the beginning, in our experience we have
22 gone through the contested case hearings in Nebraska at
23 the beginning and in many respects it has not narrowed
24 the issues. And the reason for that is because the
25 issues are ever evolving, the manner in which we have

1 to make something available, how we're tracking, how
2 we're making that available, additional new FCC
3 requirements, for example, line sharing and the UNE
4 remand issues, mean that things are in a continual
5 state of flux.

6 And what we found is that we file, and in our
7 experience, is three to 6,000 pages as an initial
8 application; that not only is the volume tremendous,
9 but by the time you actually get the hearing on
10 checklist items, much of what's contained in that three
11 to 6,000 pages is outdated because we've worked with
12 the intervenors, made some headway, had new contract
13 language, had new performance data, all of which bears
14 on this, in many instances where we're enacting new FCC
15 decisions.

16 And the reason why nationwide parties have
17 been moving to workshops is as a result of the
18 understanding really that this is an everchanging
19 process, and it really is not conducive to a
20 traditional contested case format.

21 And so the reason for the workshops at least
22 in our states has been for that reason. And the FCC
23 recently approved New York's application after a series
24 of workshops, and there was no contested case hearing
25 there to quote, "limit the issues."

1 COMMISSIONER SCHOENFELDER: But I think New
2 York proceeded in the very beginning, New York started
3 their process in a very different manner.

4 MR. WOLTERS: That is correct.

5 COMMISSIONER SCHOENFELDER: And in a whole
6 different order from the Commission, and so I think the
7 scenario in New York is quite a bit different than what
8 we might be looking at here.

9 I guess as long as you're talking about, you
10 know, things being evolving and information being
11 stale, I would highly suggest to every party involved
12 that the information they bring before this Commission
13 be current, up to date, and not boiler plate from other
14 states if they can possibly handle that.

15 MR. WOLTERS: We certainly would do that.
16 But let's assume we get to hearing in a few months, at
17 a minimum, the performance material is outdated and at
18 -- but in addition to that, we're going through
19 workshops, for example, with a number of parties in
20 Arizona where we're looking at our contract language
21 and our performance indicators and how we're actually
22 reporting data.

23 And we're trying to, through the best of our
24 ability, bring those learning, teachings, and
25 agreements forward to other states so that way we don't

1 have to cross all the same bridges over and over and
2 again repeatedly. And so we're trying to bring this
3 forward holistically across the region and to try and
4 work with the competitors to reach resolution in many
5 instances.

6 That's the real benefit here is even if we
7 brought you the most current information in three
8 months, based on workshops that we're involved in in
9 Arizona and elsewhere, at that point we might have
10 closed many gaps that are outlined and we might have
11 completely shifted course. And when you're talking
12 three to 6,000 pages of material, that's just a
13 tremendous amount to go through if you have new
14 information that supersedes it.

15 MS. WIEST: Any other comments from any other
16 interested parties? If not, I would recommend first
17 that the Commission set an intervention time period.
18 And I just want to make it clear that the intervention
19 time period is just for this docket, which the
20 Commission is just considering as an intent, notice of
21 intent to file a Section 271 application.

22 And I would agree with AT&T that U S West's
23 notice of intent is fairly general and vague, and I
24 believe that they could be more explicit. And then so
25 I would also within that notice of intervention time

1 period in that order I would recommend that U S West
2 first file a more explicit statement of what procedure
3 it would like the Commission to follow and then allow
4 those parties that have intervened to comment on that
5 more explicit statement.

6 And after that U S West could have an
7 opportunity to respond to those comments.

8 CHAIRMAN BURG: Do we need a motion?

9 MS. WIEST: I think you can do a motion for
10 the procedure.

11 CHAIRMAN BURG: I will move then that we do
12 establish a procedure schedule and an intervention
13 deadline. And do we want to establish that deadline in
14 the motion?

15 MS. WIEST: No. It will be a fairly soon
16 date, but that shouldn't be a problem. We'll put it in
17 the order.

18 COMMISSIONER NELSON: Second it.

19 COMMISSIONER SCHOENFELDER: I'll concur.

20 CHAIRMAN BURG: Okay. In the matter of U S
21 West Communications' notice of intent to file 271, it
22 will -- an intervention deadline will be established
23 and a procedure schedule be published.

24 Item number nine, TC00-012 in the matter of
25 the filing by U S West Communications, Incorporated,

1 for approval of revisions to its exchange and network
2 services tariff.

3 Today shall the Commission approve the
4 proposed tariff change? Colleen.

5 MR. HOSECK: Can I interrupt? I think I can
6 cut this short a little bit, Mr. Chairman. The
7 intervention period hasn't run on this one yet until
8 the 3rd of March, so it's really premature to consider
9 this at this point in time.

10 CHAIRMAN BURG: Okay.

11 COMMISSIONER SCHOENFELDER: Just defer it.

12 CHAIRMAN BURG: Is that okay? Okay, we will
13 defer it.

14 (The hearing concluded at 3:15 p.m.)
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1 STATE OF SOUTH DAKOTA)
2)
3 COUNTY OF STANLEY)

4 I, Lori J. Grode, Registered Merit Reporter,
5 Registered Profession Reporter and Notary Public in and
6 for the State of South Dakota:

7 DO HEREBY CERTIFY that the above hearing
8 pages 1 through 51, inclusive, was recorded
9 stenographically by me and reduced to typewriting.

10 I FURTHER CERTIFY that the foregoing
11 transcript of the said hearing is a true and correct
12 transcript of the stenographic notes at the time and
13 place specified hereinbefore.

14 I FURTHER CERTIFY that I am not a relative or
15 employee or attorney or counsel of any of the parties,
16 nor a relative or employee of such attorney or counsel,
17 or financially interested directly or indirectly in
18 this action.

19 IN WITNESS WHEREOF, I have hereunto set my
20 hand and seal of office at Pierre, South Dakota, this
21 1st day of March 2000.

22 
23 _____
Lori J. Grode, RMR/RPR

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