

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00 :  
 2. BUREAU: ALJ :  
 3. SECTION(S): : 4. PUBLIC MEETING DATE:  
 5. APPROVED BY: : 00/00/00  
 DIRECTOR: :  
 SUPERVISOR: :  
 6. PERSON IN CHARGE: : 7. DATE FILED: 09/10/02  
 8. DOCKET NO: A-310696 F7000 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC

RESPONDENT/APPLICANT: DIECA COMMUNICATIONS INC

COMP/APP COUNTY:

UTILITY CODE: 310696

ALLEGATION OR SUBJECT

PETITION FOR ARBITRATION OF INTERCONNECTION RATES, TERMS AND CONDITIONS AND RELATED ARRANGEMENTS WITH VERIZON PENNSYLVANIA INC. AND VERIZON NORTH INC. PURSUANT TO SECTION 252(B) OF THE COMMUNICATIONS ACT OF 1934.

DOCUMENT  
FOLDER

**DOCKETED**

OCT 15 2002

CAPTION SHEET

CASE MANAGEMENT SYSTEM

- 1. REPORT DATE: 00/00/00
- 2. BUREAU: ALJ
- 3. SECTION(S):
- 5. APPROVED BY: DIRECTOR: SUPERVISOR:
- 6. PERSON IN CHARGE:
- 8. DOCKET NO: A-310696 F7000
- 4. PUBLIC MEETING DATE: 00/00/00
- 7. DATE FILED: 09/10/02
- 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC

RESPONDENT/APPLICANT: DIECA COMMUNICATIONS INC

COMP/APP COUNTY: UTILITY CODE: 310696

ALLEGATION OR SUBJECT

PETITION FOR ARBITRATION OF INTERCONNECTION RATES, TERMS AND CONDITIONS AND RELATED ARRANGEMENTS WITH VERIZON PENNSYLVANIA INC. AND VERIZON NORTH INC. PURSUANT TO SECTION 252(B) OF THE COMMUNICATIONS ACT OF 1934.....

.....3/12/07 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND DIECA COMMUNICATIONS, INC. D/B/A COVAD COMMUNICATIONS COMPANY FOR APPROVAL OF AMENDMENT NO. 2 TO THE INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

**DOCKETED**  
 MAR 14 2007

**DOCUMENT  
 FOLDER**

1. REPORT DATE: 00/00/00 :  
 2. BUREAU: SEC :  
 3. SECTION(S) : :  
 5. APPROVED BY: : 4. PUBLIC MEETING DATE:  
 DIRECTOR: : 00/00/00  
 SUPERVISOR: :  
 6. PERSON IN CHARGE: : 7. DATE FILED: 09/10/02  
 8. DOCKET NO: A-310696 F7000 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: VERIZON PENNSYLVANIA INC

RESPONDENT/APPLICANT: DIECA COMMUNICATIONS INC

COMP/APP COUNTY:

UTILITY CODE: 310696

ALLEGATION OR SUBJECT

PETITION FOR ARBITRATION OF INTERCONNECTION RATES, TERMS AND CONDITIONS AND RELATED ARRANGEMENTS WITH VERIZON PENNSYLVANIA INC. AND VERIZON NORTH INC. PURSUANT TO SECTION 252(B) OF THE COMMUNICATIONS ACT OF 1934.....  
 .....3/12/07 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND DIECA COMMUNICATIONS, INC. D/B/A COVAD COMMUNICATIONS COMPANY FOR APPROVAL OF AMENDMENT NO. 2 TO THE INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.....  
 .....11/13/07 JOINT PETITION OF VERIZON PENNSYLVANIA INC. AND DIECA COMMUNICATIONS, INC. D/B/A COVAD COMMUNICATIONS COMPANY FOR APPROVAL OF AMENDMENT NO. 3 TO THE INTERCONNECTION AGREEMENT UNDER SECTION 252(E) OF THE TELECOMMUNICATIONS ACT OF 1996.

DOCUMENT FOLDER

**DOCKETED**  
NOV 21 2007



ORIGINAL

Hamilton Square 600 14<sup>th</sup> Street NW Suite 750 Washington DC 20005  
T > 202-220-0400 F > 202-220-0401

SRB

DOCKETED

OCT 17 2002

August 7, 2002

A-310696 *E 1000*

Via Overnight Delivery

RECEIVED

Mr. James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
North Office Building, -- Room B-20  
North Street and Commonwealth Avenue  
Harrisburg, PA 17120

DOCUMENT

AUG 7 2002

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Re: Covad/Verizon Interconnection Negotiations

Dear Secretary McNulty:

This is to notify you of the progress of negotiations between Covad Communications Company ("Covad") and Verizon Pennsylvania, Inc ("Verizon") as these parties re-negotiate their interconnection agreement for the state of Pennsylvania.

Covad has discussed its operational interconnection concerns with Verizon in the context of repeated negotiations via conference calls and has attempted to capture its operational concerns in its interconnection proposals. The parties have attempted to resolve these operational and business issues through a mutually agreeable contract. Unfortunately, several issues will be unresolved by the end of the negotiation period. Thus, Covad will be compelled to file with this Commission a petition for arbitration of its interconnection disputes later this month, but no earlier than August 16, 2002.

An original and nine (9) copies of this letter are enclosed. Thank you for your attention to this correspondence, and please do not hesitate to contact me if you have any questions regarding this correspondence.

Respectfully submitted,

Anthony Hansel  
Senior Counsel

cc: Steve Hartmann, Verizon

DATE: October 15, 2002

SUBJECT: A-310696F7000;A-310696F7001

TO: Office of Administrative Law Judge

FROM: James J. McNulty, Secretary *Ji.*

PETITION OF DIECA COMMUNICATIONS, INC. t/a COVAD  
COMMUNICATIONS COMPANY FOR ARBITRATION OF  
INTERCONNECTION RATES, TERMS, CONDITIONS AND RELATED  
ARRANGEMENTS WITH VERIZON PENNSYLVANIA INC. AND VERIZON  
NORTH INC.

---

Attached is a copy of a Petition for Arbitration  
of Interconnection Rates, Terms, Conditions and  
Related Arrangements, with Verizon Pennsylvania Inc.  
docketed at A-310696F7000 and Verizon North Inc.  
docketed at A-310696F7001 filed in connection with the  
above docketed proceeding.

This matter is assigned to your Office for  
appropriate action.

Attachment

cc: OTS - w/copy of petition  
FUS - w/copy of petition

was

DOCUMENT  
FOLDER

**DOCKETED**  
OCT 15 2002

**COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Office Of Administrative Law Judge  
P.O. Box 3265, Harrisburg, PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

October 16, 2002

In Re:       A-310696F7000,  
              A-310696F7001

(See attached list)

**A-310696F7000 Petition of DIECA Communications, Inc.  
t/a COVAD Communications Company**

For arbitration of Interconnection Rates, Terms, Conditions and  
Related Arrangements with Verizon Pennsylvania Inc.

**A-310696F7001 Petition of DIECA Communications, Inc.  
t/a COVAD Communications Company**

For arbitration of Interconnection Rates, Terms, Conditions and  
Related Arrangements with Verizon North Inc.

**NOTICE**

This is to inform you that an Initial Prehearing Conference  
by telephone on the above-captioned case will be held as follows:

Date:               **Tuesday, October 22, 2002**

Time:               **1:00 p.m.**

Presiding:       **Administrative Law Judge Marlane R. Chestnut  
1302 Philadelphia State Office Building  
1400 West Spring Garden Street  
Philadelphia, PA 19130  
Telephone: (215) 560-2105  
Fax: (215) 560-3133**

At the above date and time, the Administrative Law Judge  
will contact the parties as follows:

John F. Povilaitis, Esquire	(717) 236-7714
Aaron M. Panner, Esquire	(202) 326-7900
Susan Debusk Paiva, Esquire	(215) 963-6068

**DOCUMENT  
FOLDER**

**DOCKETED**  
OCT 23 2002

SRB

If you are a person with a disability, and you wish to attend the hearing, we may be able to make arrangements for your special needs. Please call Norma Lewis at the Public Utility Commission:

- Scheduling Office: (717) 787-1399.
- AT&T Relay Service number for persons who are deaf or hearing-impaired: 1-800-654-5988.

pc: Judge Chestnut  
Steve Springer, Scheduling Officer  
Beth Plantz  
Docket Section  
Calendar File

A-310696F700 Petition of DIECA Communications, Inc.  
t/a COVAD Communications Company

For arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with Verizon Pennsylvania Inc.

A-310696F7001 Petition of DIECA Communications, Inc.  
t/a COVAD Communications Company

For arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with Verizon North Inc.

JOHN F POVILAITIS ESQUIRE  
RYAN RUSSELL OGDEN & SELTZER LLP  
SUITE 101  
800 NORTH THIRD STREET  
HARRISBURG PA 17102-2025

AARON PANNER ESQUIRE  
KELLOGG HUBER HANSEN TODD & EVANS  
PLLC  
1615 M STREET NW SUITE 400  
WASHINGTON DC 20036

IRWIN A POPOWSKY ESQUIRE  
OFFICE OF CONSUMER ADVOCATE  
5TH FLOOR FORUM PLACE  
555 WALNUT STREET  
HARRISBURG PA 17101

CAROL PENNINGTON ESQUIRE  
OFFICE OF SMALL BUSINESS  
ADVOCATE  
COMMERCE BUILDING SUITE 1102  
300 NORTH SECOND STREET  
HARRISBURG PA 17101

CHARLES F HOFFMAN DIRECTOR  
PA PUBLIC UTILITY COMMISSION  
OFFICE OF TRIAL STAFF  
PO BOX 3265  
HARRISBURG PA 17105-3265

SUSAN DEBUSK PAIVA ESQUIRE  
VERIZON PENNSYLVANIA INC  
1717 ARCH STREET 32 NW  
PHILADELPHIA PA 19103



LAW OFFICES  
RYAN, RUSSELL, OGDEN & SELTZER LLP

W. EDWIN OGDEN  
ALAN MICHAEL SELTZER  
JEFFREY A. FRANKLIN  
JOHN F. POVILAITIS  
BRIDGID M. GOOD  
CARL J. ENGLEMAN, JR.

SUITE 101  
800 NORTH THIRD STREET  
HARRISBURG, PENNSYLVANIA 17102-2025

TELEPHONE: (717) 236-7714  
FACSIMILE: (717) 236-7816  
WWW.RYANRUSSELL.COM

October 17, 2002

SAMUEL B. RUSSELL (RETIRED)  
HAROLD J. RYAN (1972)  
JOHN S. MCCONAGHY (1981)

READING OFFICE

SUITE 301  
1100 BERKSHIRE BOULEVARD  
READING, PENNSYLVANIA  
19610-1221  
TELEPHONE: (610) 372-4761  
FACSIMILE: (610) 372-4177

DOCUMENT  
FOLDER

**VIA HAND DELIVERY**

James J. McNulty  
Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Commonwealth Keystone Building  
Harrisburg, PA 17102

ORIGINAL

SECRETARY'S OFFICE  
02 OCT 17 PM 2:10

Re: Petition of DIECA Communications, Inc. t/a Covad Communications Company For Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with Verizon Pennsylvania Inc. at Docket No. A-310696F7000


Petition of DIECA Communications, Inc. t/a Covad Communications Company For Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with Verizon North Inc. at Docket No. A-310696F7001

Dear Secretary McNulty:

Enclosed please find an original and three (3) copies of the Motion for Admission *Pro Hac Vice* filed on behalf of Covad Communications Company. Copies of this Motion have been served in accordance with the attached Certificate of Service.

Thank you for your attention to this matter.

Very truly yours,

  
John F. Povilaitis  
Counsel for Covad Communications Company

JFP/cc  
Enclosures

122

c: Certificate of Service

The Honorable Marlane R. Chestnut  
(via UPS Overnight Mail)

RECEIVED

02 OCT 17 PM 2:10

MAILED  
SECRETARY'S BUREAU

ORIGINAL

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of DIECA Communications, Inc. :  
t/a Covad Communications Company :  
For Arbitration of Interconnection Rates, Terms, : Docket No. A-310696F7000  
Conditions and Related Arrangements with :  
Verizon Pennsylvania Inc. :

Petition of DIECA Communications, Inc. :  
t/a Covad Communications Company :  
For Arbitration of Interconnection Rates, Terms, : Docket No. A-310696F7000  
Conditions and Related Arrangements with :  
Verizon North Inc. :

RECEIVED  
OCT 17 PM 2:10  
SECRETARY'S BUREAU

MOTION FOR ADMISSION  
PRO HAC VICE

Pursuant to Section 1.22 of the Pennsylvania Public Utility Commission's ("Commission") Rules of Administrative Practice and Procedure, 52 Pa. Code § 1.22, John F. Povilaitis, a member in good standing of the Bar of the Supreme Court of Pennsylvania, hereby respectfully moves for admission *pro hac vice* of the following individuals to appear in the above-captioned proceedings as attorneys on behalf of Covad Communications Company ("Covad"):

DOCUMENT  
FOLDER

Anthony Hansel, Esquire  
Covad Communications Company  
600 14<sup>th</sup> Street, N.W.  
Suite 750  
Washington, D.C. 20005  
Phone: (202) 220-0400  
Fax: (202) 220-0401  
[thansel@covad.com](mailto:thansel@covad.com)

Antony Richard Petrilla, Esquire  
Covad Communications Company  
600 14<sup>th</sup> Street, N.W.  
Suite 750  
Washington, D.C. 20005  
Phone: (202) 220-0400  
Fax: (202) 220-0401  
[apetrilla@covad.com](mailto:apetrilla@covad.com)

DOCKETED

OCT 24 2002

In support thereof, I state the following:

1. I am currently an active member of the Pennsylvania Bar (Attorney I.D. No. 28944) in practice at Ryan, Russell, Ogden & Seltzer LLP, at 800 North Third Street, Suite 101, Harrisburg, PA 17102-2025.


2. Anthony Hansel is a member in good standing in the Bars of the State of Maryland and the District of Columbia. Antony R. Petrilla is a member in good standing in the Bar of the District of Columbia.

3. Upon notification of Covad's intention to submit this motion, counsel for Verizon Pennsylvania Inc. and Verizon North, Inc. has indicated they do not oppose Mr. Hansel's or Mr. Petrilla's admission in these proceedings.

4. It is customary for the Commission to limit its service list to one name and address per party. Should that be the case in these proceedings, Covad requests that Mr. Hansel be utilized as Covad's service recipient. As a courtesy, Covad requests that parties serving documents also serve those documents on Mr. Petrilla and the undersigned in addition to Mr. Hansel.

WHEREFORE, I move that Anthony Hansel, Esquire and Antony Richard Petrilla, Esquire be admitted to practice *pro hac vice* on behalf of Covad Communications Company in the above-captioned proceedings.

Respectfully Submitted,

  
John F. Povilaitis  
Ryan, Russell, Ogden & Seltzer LLP  
800 North Third Street, Suite 101  
Harrisburg, PA 17102-2025  
Phone: (717) 236-7714

Counsel for Covad Communications Company

Date: October 17, 2002

RECEIVED  
02 OCT 17 PM 2:10  
F.D.C.  
SECRETARY'S BUREAU

ORIGINAL

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of DIECA Communications, Inc. :
t/a Covad Communications Company :
For Arbitration of Interconnection Rates, Terms, :
Conditions and Related Arrangements with :
Verizon Pennsylvania Inc. :

Docket No. A-310696F7000

SECRETARY'S BUREAU

02 OCT 17 PM 2:10

Petition of DIECA Communications, Inc. :
t/a Covad Communications Company :
For Arbitration of Interconnection Rates, Terms, :
Conditions and Related Arrangements with :
Verizon North Inc. :

Docket No. A-310696F7001

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing document as indicated below in accordance with the requirements of 52 Pa. Code § 1.54 et seq. (relating to service by a participant).

VIA FIRST CLASS MAIL

Aaron Panner
Kellogg, Huber, Hansen, Todd & Evans
PLLC
1615 M Street, NW, Suite 400
Washington, DC 20036

Antony R. Petrilla, Esquire
Anthony Hansel, Esquire
Covad Communications Company
600 14th Street, NW - Suite 750
Washington, DC 20005

Steven Hartmann
Verizon Communications Inc.
8th Floor
1320 N. Court House Road
Arlington, VA 22201

Irwin A. Popowsky
Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17101

Suzan D. Paiva, Esquire
Verizon Pennsylvania, Inc.
1717 Arch Street 32 NW
Philadelphia, PA 19103

Carol Pennington, Esquire
Acting Small Business Advocate
Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Charles F. Hoffman, Director
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17102

Date: October 17, 2002

Handwritten signature of John F. Povilaitis

John F. Povilaitis
RYAN, RUSSELL, OGDEN & SELTZER LLP
800 North Third Street, Suite 101
Harrisburg, Pennsylvania 17102-2025
Phone: (717) 236-7714

Counsel for
Covad Communications Company

Suzan DeBusk Paiva  
Assistant General Counsel  
Law Department

ORIGINAL



Verizon Pennsylvania Inc.  
1717 Arch Street, 32NW  
Philadelphia, PA 19103

October 17, 2002

Tel: (215) 963-6068  
Fax: (215) 563-2658  
Suzan.D.Paiva@Verizon.com

**VIA UPS OVERNIGHT DELIVERY**

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

RECEIVED

OCT 17 2002

Re: Petition of DIECA Communications, Inc. t/a COVAD Communications Company For arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with Verizon Pennsylvania Inc. and Verizon North Inc., Docket No. A-310696F7000 and A-310696F7001

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Dear Secretary McNulty:

Enclosed please find the original and three copies of the Motion For Admission Pro Hac Vice of Aaron Panner, Esquire and the Motion For Admission Pro Hac Vice of Scott Angstreich, Esquire. Verizon has confirmed with counsel for Covad that Covad does not oppose these two motions.

SRB

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Suzan DeBusk Paiva

SDP/dkf  
Enc.

DOCUMENT  
FOLDER

Via Hand Delivery  
cc: The Honorable Marlane R. Chestnut  
Via UPS Overnight Delivery  
Attached Certificate of Service

114

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of DIECA Communications, Inc. )  
t/a COVAD Communications Company ) No. A-310696F7000  
For arbitration of Interconnection Rates, ) A-310696F7001  
Terms, Conditions and Related Arrangements with )  
Verizon Pennsylvania Inc. and Verizon North Inc. )

MOTION FOR ADMISSION PRO HAC VICE OF  
AARON PANNER, ESQUIRE

Pursuant to Rule 301 of the Pennsylvania Rules of Admission, I, Suzan DeBusk Paiva, Esquire (“movant”), an active member of the bar of this Commonwealth, respectfully move for the admission pro hac vice of Aaron Panner, Esquire for the purposes of representing Verizon Pennsylvania Inc. and Verizon North Inc. in this proceeding. In support hereof, movant states as follows:

1. Mr. Panner is a member in good standing of the Bars of the State of Massachusetts, the State of New York, and the District of Columbia.
2. Mr. Panner is an attorney with Kellogg, Huber, Hansen, Todd & Evans, P.L.L.C., 1615 M Street, NW, Suite 400, Washington, DC 20036-3209.
3. Mr. Panner has not been subject to any disciplinary action.
4. Mr. Panner is of good character.

DOCUMENT  
FOLDER

**DOCKETED**  
OCT 30 2002

Wherefore, movant respectfully requests this Commission to admit Aaron Panner, Esquire as counsel for Verizon Pennsylvania Inc. and Verizon North Inc. in the above-captioned action.

Respectfully Submitted,



Suzan DeBusk Paiva

Verizon

1717 Arch Street, 32N  
Philadelphia, PA 19103  
(215) 963-6068

Attorney for  
Verizon Pennsylvania Inc. and  
Verizon North Inc.

Dated: October 17, 2002



PENNSYLVANIA PUBLIC UTILITY COMMISSION

---

Petition of DIECA Communications, Inc.	)	
t/a COVAD Communications Company	)	No. A-310696F7000
For arbitration of Interconnection Rates,	)	A-310696F7001
Terms, Conditions and Related Arrangements with	)	
Verizon Pennsylvania Inc. and Verizon North Inc.	)	

---

**ORDER GRANTING MOTION FOR ADMISSION  
PRO HAC VICE OF AARON PANNER, ESQUIRE**

Upon consideration of Motion for Admission Pro Hac Vice of Aaron Panner, Esquire, it is this \_\_\_\_\_ day of October, 2002,

ORDERED that the Motion is hereby GRANTED; and it is further

ORDERED that Aaron Panner, Esquire is admitted pro hac vice for the purposes of representing Verizon Pennsylvania Inc. and Verizon North Inc. in the above-captioned action.

---

Administrative Law Judge Marlane R. Chestnut

PENNSYLVANIA PUBLIC UTILITY COMMISSION

\_\_\_\_\_)  
Petition of DIECA Communications, Inc. )  
t/a COVAD Communications Company ) No. A-310696F7000  
For arbitration of Interconnection Rates, ) A-310696F7001  
Terms, Conditions and Related Arrangements with )  
Verizon Pennsylvania Inc. and Verizon North Inc. )  
\_\_\_\_\_)

**MOTION FOR ADMISSION PRO HAC VICE OF  
SCOTT ANGSTREICH, ESQUIRE**

Pursuant to Rule 301 of the Pennsylvania Rules of Admission, I, Suzan DeBusk Paiva, Esquire (“movant”), an active member of the bar of this Commonwealth, respectfully move for the admission pro hac vice of Scott Angstreich, Esquire for the purposes of representing Verizon Pennsylvania Inc. and Verizon North Inc. in this proceeding. In support hereof, movant states as follows:

1. Mr. Angstreich is a member in good standing of the Bars of the State of New York and the District of Columbia.
2. Mr. Angstreich is an attorney with Kellogg, Huber, Hansen, Todd & Evans, P.L.L.C., 1615 M Street, NW, Suite 400, Washington, DC 20036-3209.
3. Mr. Angstreich has not been subject to any disciplinary action.
4. Mr. Angstreich is of good character.

DOCUMENT  
FOLDER

**DOCKETED**  
OCT 30 2002

Wherefore, movant respectfully requests this Commission to admit Scott Angstreich, Esquire as counsel for Verizon Pennsylvania Inc. and Verizon North Inc. in the above-captioned action.

Respectfully Submitted,



Suzan DeBusk Paiva

Verizon

1717 Arch Street, 32N

Philadelphia, PA 19103

(215) 963-6068

Attorney for  
Verizon Pennsylvania Inc. and  
Verizon North Inc.

Dated: October 17, 2002

PENNSYLVANIA PUBLIC UTILITY COMMISSION

\_\_\_\_\_)  
Petition of DIECA Communications, Inc. )  
t/a COVAD Communications Company ) No. A-310696F7000  
For arbitration of Interconnection Rates, ) A-310696F7001  
Terms, Conditions and Related Arrangements with )  
Verizon Pennsylvania Inc. and Verizon North Inc. )  
\_\_\_\_\_)

**ORDER GRANTING MOTION FOR ADMISSION  
PRO HAC VICE OF SCOTT ANGSTREICH, ESQUIRE**

Upon consideration of Motion for Admission Pro Hac Vice of Scott Angstreich,  
Esquire, it is this \_\_\_\_\_ day of October, 2002,

ORDERED that the Motion is hereby GRANTED; and it is further

ORDERED that Scott Angstreich, Esquire is admitted pro hac vice for the  
purposes of representing Verizon Pennsylvania Inc. and Verizon North Inc. in the above-  
captioned action.

\_\_\_\_\_  
Administrative Law Judge Marlane R. Chestnut

CERTIFICATE OF SERVICE

I, Suzan DeBusk Paiva, Esquire, hereby certify that I have this day served a copy of the Motion For Admission Pro Hac Vice of Aaron Panner, Esquire and the Motion For Admission Pro Hac Vice of Scott Angstreich, Esquire, upon the participants listed below in accordance with the requirements of 52 Pa. Code Section 1.54 (relating to service by a participant) and 1.55 (relating to service upon attorneys).

Dated at Philadelphia, Pennsylvania, this 17th day of October, 2002.

VIA UPS OVERNIGHT DELIVERY

Irwin A. Popowsky  
Office of Consumer Advocate  
Forum Place, 5<sup>th</sup> Floor  
555 Walnut Street  
Harrisburg, PA 17101

Charles F. Hoffman, Director  
Office of Trial Staff  
PA Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

Antony R. Petrilla  
Anthony Hansel  
Covad Communications Co.  
600 14<sup>th</sup> Street, NW, Suite 750  
Washington, DC 20005

Carol Pennington  
Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

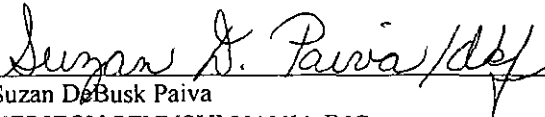
David J. Chorzempa  
Covad Communications Co.  
227 West Monroe, 20<sup>th</sup> Floor  
Chicago, IL 60606

John F. Povilaitis  
Ryan, Russell, Ogden & Seltzer  
800 North Third Street  
Suite 101  
Harrisburg, PA 17102-2025

**RECEIVED**

OCT 17 2002

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

  
Suzan DeBusk Paiva  
VERIZON PENNSYLVANIA INC.  
1717 Arch Street, 32NW  
Philadelphia, PA 19103  
(215) 963-6068

LAW OFFICES  
RYAN, RUSSELL, OGDEN & SELTZER LLP

SUITE 101  
800 NORTH THIRD STREET  
HARRISBURG, PENNSYLVANIA 17102-2025

TELEPHONE: (717) 236-7714  
FACSIMILE: (717) 236-7816  
WWW.RYANRUSSELL.COM

October 21, 2002

SAMUEL B. RUSSELL (RETIRED)  
HAROLD J. RYAN (1972)  
JOHN S. MCCONAGHY (1981)

READING OFFICE

SUITE 301  
1100 BERKSHIRE BOULEVARD  
READING, PENNSYLVANIA  
19610-1221  
TELEPHONE: (610) 372-4761  
FACSIMILE: (610) 372-4177

W. EDWIN OGDEN  
ALAN MICHAEL SELTZER  
JEFFREY A. FRANKLIN  
JOHN F. POVILAITIS  
BRIDGID M. GOOD  
CARI J. ENGLEMAN, JR.

**VIA HAND DELIVERY**

James J. McNulty  
Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Commonwealth Keystone Building  
Harrisburg, PA 17102

**ORIGINAL**

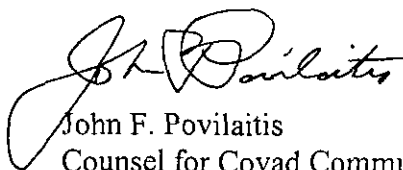
Re: Petition of DIECA Communications, Inc. t/a Covad Communications  
Company For Arbitration of Interconnection Rates, Terms, Conditions  
and Related Arrangements with Verizon Pennsylvania Inc. at Docket No.  
A-310696F7000

Petition of DIECA Communications, Inc. t/a Covad Communications  
Company For Arbitration of Interconnection Rates, Terms, Conditions  
and Related Arrangements with Verizon North Inc. at Docket No.  
A-310696F7001

Dear Secretary McNulty:

Enclosed please find an original and three (3) copies of the Prehearing  
Memorandum filed on behalf of Covad Communications Company in the above-  
captioned proceeding. Copies of this document have been served in accordance with the  
attached Certificate of Service.

Very truly yours,

  
John F. Povilaitis

Counsel for Covad Communications Company

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JFP/cc

Enclosures

c: Certificate of Service  
The Honorable Marlane R. Chestnut  
(via UPS Overnight Mail)

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54

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

Petition of DIECA Communications, Inc. :  
t/a Covad Communications Company :  
For Arbitration of Interconnection Rates, Terms, : Docket No. A-310696F7000  
Conditions and Related Arrangements with :  
Verizon Pennsylvania Inc. :

Petition of DIECA Communications, Inc. :  
t/a Covad Communications Company :  
For Arbitration of Interconnection Rates, Terms, : Docket No. A-310696F7000  
Conditions and Related Arrangements with :  
Verizon North Inc. :

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**PREHEARING MEMORANDUM OF  
COVAD COMMUNICATIONS COMPANY**

To The Honorable Marlane R. Chestnut:

Covad Communications Company ("Covad") hereby submits the following Prehearing Memorandum in the above-captioned proceeding addressing the proposed procedural schedule and outstanding issues, pursuant to Your Honor's directive.

**I. Covad's Proposed Schedule for the Pennsylvania Arbitration**

Attached is Covad's proposed schedule for the Pennsylvania Arbitration. Verizon has agreed to this procedural schedule to the extent its proposal to limit the proceedings to briefs with supporting declarations is rejected.

Covad proposes that the parties modify the traditional hearing procedure to allow the parties' witnesses to rebut each other at the hearing. This would enable the ALJ to see the parties' best possible arguments on the issues.

Event	Pennsylvania
<b>Covad's Direct Testimony</b>	December 31, 2002
<b>Verizon's Reply Testimony</b>	January 24, 2003
<b>Hearings</b>	Week of February 10, 2003
<b>Close of Discovery/Record</b>	The day after hearings end
<b>Initial Briefs</b>	15 days after hearing
<b>Reply Briefs</b>	10 days after opening briefs
<b>Exceptions to Recommended Decision</b>	15 days after issuance of recommended decision
<b>Response to Exceptions</b>	10 days after filing, if applicable

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## **II. Outstanding Issues**

Attached is a list of outstanding issues remaining in this proceeding. The issues that have been struck out have been resolved by the parties and no longer need to be decided by this Commission.

### **APPLICABLE LAW**

1. Should Verizon continue to provide unbundled network elements and other services required under the Act and the Agreement until there is a final and non-appealable change in law eliminating any such requirements?

### **BILLING**

2. Should the Parties have the unlimited right to assess previously unbilled charges for services rendered?
3. When a good faith billing dispute arises between the Parties, how should the claim be tracked and referenced?
4. When the Billing Party disputes a claim filed by the Billed Party, how much time should the Billing Party have to provide a position and explanation thereof to the Billed Party?
5. When Verizon calculates the late payment charges due on disputed bills (where it ultimately prevails on the dispute), should it be permitted to assess the late payment charges for the amount of time exceeding thirty days that it took to provide Covad a substantive response to the dispute?

### **DEFAULT**

6. Following written notification of either Party's failure to make a payment required by the Agreement or either Party's material breach of the Agreement, how much time should a Party be allowed to cure the breach before the other Party can (a) suspended the provision of services under the Agreement or (b) cancel the Agreement and terminate the provision of services thereunder?

### **DISPUTE RESOLUTION ISSUES**

7. For service-affecting disputes, should the Parties employ arbitration under the rules of the American Arbitration Association, and if so, should the normal period of negotiations that must occur before invoking dispute resolution be shortened?
8. Should Verizon be permitted unilaterally to terminate this Agreement for any exchanges or territory that it sells to another party?



## WAIVER

9. Should the anti-waiver provisions of the Agreement be implemented subject to the restriction that the Parties may not bill one another for services rendered more than one year prior to the current billing date?
10. Should the Agreement preclude Covad from asserting future causes of action against Verizon for violation of Section 251 of the Act?

## GLOSSARY

11. Should the definition of universal digital loop carrier ("UDLC") state that loop unbundling is not possible with integrated digital loop carrier ("IDLC")?

## OPERATIONAL SUPPORT SERVICES

12. Should Verizon provide Covad with nondiscriminatory access to the same information about Verizon's loops that Verizon makes available to itself, its affiliates and third parties?
13. In what interval should Verizon be required to return Firm Order Commitments to Covad for pre-qualified Local Service Requests submitted mechanically and for Local Service Requests submitted manually?
14. Should auditing rights regarding access to, and use and disclosure of, OSS information be reciprocal or should Verizon only have the right to conduct such audits? How frequently should such audits be conducted?
15. If auditing rights are made reciprocal as Part of this arbitration, should confidential information obtained in such an audit also be treated in a reciprocal fashion?

## LIABILITIES AND REMEDIES

16. Under what circumstances should Verizon be able to suspend Covad's license to use Verizon OSS information based upon a purported breach of the Agreement?

## ACCESS TO INFORMATION RELATED TO COVAD'S CUSTOMERS

17. ~~Should auditing rights regarding access to, and use and disclosure of, customer information be reciprocal or should Verizon only have the right to such audits?~~
18. Should Covad be obligated to provide Verizon access to Covad's OSS systems for the purpose of accessing information about Covad's customers that Verizon already possesses?

## UNE ATTACHMENT ISSUES

19. Should Verizon be obligated to provide Covad nondiscriminatory access to UNEs and UNE combinations consistent with Applicable Law?
20. Should the parties be allowed to negotiate the terms, conditions, and pricing for UNE or UNE combinations resulting from a change in law?
21. Should Verizon be required to provide Covad with access to Unbundled Network Elements at any technically feasible point?
22. Should Verizon commit to an appointment window for installing loops and pay a penalty when it misses the window?
23. What technical references should be used for the definition of the ISDN, ADSL and HDSL loops?
24. Should Verizon relieve loop capacity constraints for Covad to the same extent as it does so for its own customers?
25. Should Verizon provision Covad DS-1 loops with associated electronics needed for such loops to work, if it does so for its own end users?
26. Should Covad be able to offer full-strength symmetric DSL services?
27. Should the Agreement make clear that Covad has the right, under Applicable Law, to deploy services that either (1) fall under any of the loop type categories enumerated in the Agreement (albeit not the one ordered) or (2) do not fall under any of loop type categories ?
28. ~~Should the Agreement allow Verizon to take unilateral action to alleviate alleged interference in violation of Applicable Law?~~
29. Should Verizon maintain or repair loops it provides to Covad in accordance with minimum standards that are at least as stringent as either its own retail standards or those of the telecommunications industry in general?
30. Should Verizon be obligated to cooperatively test loops it provides to Covad and what terms and conditions should apply to such testing?
31. Should the Agreement obligate Verizon to ensure that Covad can locate the loops Verizon provisions?
32. What terms, conditions and intervals should apply to Verizon's manual loop qualification process?

33. Should the Agreement allow Covad to contest the prequalification requirement for an order or set of orders?
34. In what interval should Verizon provision loops?
35. Under what terms and conditions should Verizon conduct line and station transfers (“LSTs”) to provision Covad loops?
36. Should Verizon provide Covad access to PARTS loop network architecture as an end-to-end UNE and provide Covad access to such UNE at the Central Office via port on the Verizon Optical Concentration Device?
37. Should Verizon be obligated to provide “Line Partitioning” (*i.e.*, line sharing where the customer receives voice services from a reseller of Verizon’s services)?
38. What should the interval be for Covad’s line sharing Local Service Requests (“LSRs”)? (For Verizon North only)
39. What interval should apply to collocation augmentations where a new splitter is to be installed?
40. What options should Covad have for testing line shared loops? (For Verizon PA only)
41. Should Covad be permitted to access line shared loops for testing purposes? (For Verizon North only)
42. ~~Should Verizon provide line sharing and line splitting to Covad pursuant to Commission approved tariffs? (For Verizon PA only)~~

#### DARK FIBER ISSUES

43. ~~Should Verizon provide dark fiber pursuant to rates, terms and conditions in applicable tariffs that are inconsistent with the Principal Document?~~
44. Should Verizon provide Covad access to unterminated dark fiber as a UNE? Should the dark fiber UNE include unlit fiber optic cable that has not yet been terminated on a fiber patch panel at a pre-existing Verizon Accessible Terminal?
45. Should Covad be permitted to access dark fiber in any technically feasible configuration consistent with Applicable Law?
46. Should Verizon make available dark fiber that would require a cross connection between two strands of dark fiber in the same Verizon central office or splicing in order to provide a continuous dark fiber strand on a requested route? Should Covad be permitted to access dark fiber through intermediate central offices?

47. Should Verizon be obligated to offer Dark Fiber Loops that terminate in buildings other than central offices?
48. Should Covad be permitted to request that Verizon indicate the availability of dark fiber between any two points in a LATA without any regard to the number of dark fiber arrangements that must be spliced or cross connected together for Covad's desired route?
49. Should Verizon provide Covad detailed dark fiber inventory information?
50. Should Verizon's responses to field surveys requests provide critical information about the dark fiber in question that would allow Covad a meaningful opportunity to use it?
51. Should Verizon be permitted to refuse to lease up to a maximum of 25% of the dark fiber in any given segment of Verizon's network?
52. Should Verizon be permitted to reclaim dark fiber upon 12 months advanced notice to Covad?

#### RESALE

53. Should Verizon provide Covad direct notification within one business day of end users switching from Verizon Telecommunications Services that Covad resells to a retail Verizon Service?

#### PRICING ISSUES

54. Should the Agreement provide that Covad will pay only those UNE rates that are approved by the Commission (as opposed to rates that merely appear in a Verizon tariff)?
55. Should Verizon provide notice of tariff revisions and rate changes to Covad?

#### COLLOCATION ISSUES

56. ~~Should Verizon provide collocation to Covad pursuant to Commission approved tariffs?~~
57. Does Covad have an obligation to provide Verizon with collocation pursuant to Section 251(c)(6) of the Act?
58. Should the Agreement specify the minimum amount of DC power and additional power increments Covad may order?

Respectfully submitted,



John F. Povilaitis  
RYAN, RUSSELL, OGDEN & SELTZER LLP  
800 North Third Street, Suite 101  
Harrisburg, Pennsylvania 17102-2025  
Phone: (717) 236-7714

Counsel for  
Covad Communications Company

Dated: October 21, 2002

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F.A.R.D.U.  
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BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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For Arbitration of Interconnection Rates, Terms, : Docket No. A-310696F7000  
Conditions and Related Arrangements with :  
Verizon Pennsylvania Inc. :

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t/a Covad Communications Company :  
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Conditions and Related Arrangements with :  
Verizon North Inc. :

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a copy of the foregoing document as indicated below in accordance with the requirements of 52 Pa. Code § 1.54 et seq. (relating to service by a participant).

**VIA FIRST CLASS MAIL**

Aaron Panner  
Scott H. Angstreich  
Kellogg, Huber, Hansen, Todd & Evans  
PLLC  
1615 M Street, NW, Suite 400  
Washington, DC 20036

David K. Hall  
Verizon Communications Inc.  
8<sup>th</sup> Floor  
1320 N. Court House Road  
Arlington, VA 22201

Suzan D. Paiva, Esquire  
Verizon Pennsylvania, Inc.  
1717 Arch Street 32 NW  
Philadelphia, PA 19103

Antony R. Petrilla, Esquire  
Anthony Hansel, Esquire  
Covad Communications Company  
600 14<sup>th</sup> Street, NW - Suite 750  
Washington, DC 20005

Irwin A. Popowsky  
Office of Consumer Advocate  
5th Floor, Forum Place  
555 Walnut Street  
Harrisburg, PA 17101

Carol Pennington, Esquire  
Acting Small Business Advocate  
Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

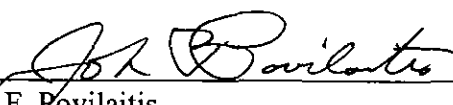
Charles F. Hoffman, Director  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17102

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Date: October 21, 2002

  
\_\_\_\_\_  
John F. Povilaitis  
RYAN, RUSSELL, OGDEN & SELTZER LLP  
800 North Third Street, Suite 101  
Harrisburg, Pennsylvania 17102-2025  
Phone: (717) 236-7714

Counsel for  
Covad Communications Company

KELLOGG, HUBER, HANSEN, TODD & EVANS, P.L.L.C.

SUMNER SQUARE  
1615 M STREET, N.W.  
SUITE 400  
WASHINGTON, D.C. 20036-3209

(202) 326-7900

FACSIMILE:  
(202) 326-7999

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October 21, 2002

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

VIA OVERNIGHT MAIL

James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

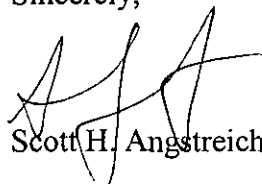
**Re: Docket Nos. A-310696F7000 and A-310696F7001  
Petition for Arbitration of DIECA Communications, Inc. d/b/a Covad  
Communications Company with Verizon Pennsylvania Inc. and  
Verizon North Inc. Pursuant to Section 252(b) of the Communications  
Act of 1934**

Dear Mr. McNulty:

Please find enclosed an original and three copies of Verizon's Prearbitration Memorandum for filing in the above matter. Service has been made as indicated on the Certificate of Service. Please date stamp and return the extra copy in the enclosed, self-addressed stamped envelope.

If there are any questions regarding this matter, please contact me at (202) 326-7921.

Sincerely,

  
Scott H. Angstreich

Enclosures

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BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

\_\_\_\_\_)  
DIECA Communications, Inc. d/b/a Covad )  
Communications Company Petition for Arbitration )  
of Interconnection Rates, Terms and Conditions )  
and Related Arrangements with Verizon )  
Pennsylvania Inc. and Verizon North Inc. Pursuant )  
to Section 252(b) of the Communications Act )  
of 1934 )  
\_\_\_\_\_)

Case Nos. A-310696F7000,  
A-310696F7001

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

VERIZON'S PREARBITRATION MEMORANDUM

Pursuant to 52 Pa. Code § 5.222, Verizon Pennsylvania Inc. ("Verizon PA") and Verizon North Inc. ("Verizon North"), collectively "Verizon," submit this Prearbitration Memorandum.

**I. Background Of The Proceeding**

On September 10, 2002, DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad") filed Petitions for Arbitration to establish new Interconnection Agreements with Verizon PA (A-310696F7000) and Verizon North (A-310696F7001). The parties have been negotiating the issues presented in this arbitration for many months in connection with proceedings underway in several jurisdictions. In the course of those negotiations, the parties have resolved 5 of the 56 issues that Covad originally presented to the Commission for arbitration with respect to Verizon PA (numbers 17, 28, 40, 41, and 54) and 4 of the 55 issues that Covad originally presented with respect to Verizon North (numbers 17, 28, 41, and 54). Many of the remaining issues involve demands by Covad that Verizon believes go beyond the requirements of section 251 of the Telecommunications Act of 1996 ("the Act"). Verizon remains hopeful that the parties will be able to resolve these issues consistent with the requirements of section 251.

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## II. Identification of the Issues To Be Resolved

As of the date of this Prearbitration Memorandum the following issues remain unresolved with respect to Verizon PA:

Issue 1	Should Verizon continue to provide UNEs and other services required under the Act and the Agreement until there is a final and non-appealable change in law eliminating any such requirements?
Issue 2	Should the parties have the unlimited right to assess previously unbilled charges for services rendered?
Issue 3	When a good faith billing dispute arises between the Parties, how should the claim be tracked and referenced?
Issue 4	When the Billing Party disputes a claim filed by the Billed Party, how much time should the Billing Party have to provide a position and explanation thereof to the Billed Party?
Issue 5	When Verizon calculates the late payment charges due on disputed bills (where it ultimately prevails on the dispute), should it be permitted to assess the late payment charges for the amount of time exceeding thirty days that it took to provide Covad a substantive response to the dispute? Should Verizon be permitted to assess late fees on unpaid late fees?
Issue 6	Following written notification of either Party's failure to make a payment required by the Agreement or either Party's material breach of the Agreement, how much time should a Party be allowed to cure the breach before the other Party can (a) suspend the provision of services under the Agreement or (b) cancel the Agreement and terminate the provision of services thereunder?
Issue 7	For service-affecting disputes, should the Parties employ arbitration under the rules of the American Arbitration Association, and if so, should the normal period of negotiations that must occur before invoking dispute resolution be shortened?
Issue 8	Should Verizon be permitted unilaterally to terminate this Agreement for any exchanges or territory that it sells to another party?
Issue 9	Should the anti-waiver provisions of the Agreement be implemented subject to the restriction that the Parties may not bill one another for services rendered more than one year prior to the current billing date?
Issue 10	Should the Agreement preclude Covad from asserting future causes of action against Verizon for violation of Section 251 of the Act?
Issue 11	Should the definition of UDLC state that loop unbundling is not possible with IDLC?
Issue 12	Should Verizon provide Covad with nondiscriminatory access to the same information about Verizon's loops that Verizon makes available to itself, its affiliates and third parties?

Issue 13	In what interval should Verizon be required to return Firm Order Commitments to Covad for pre-qualified Local Service Requests submitted mechanically and for Local Service Requests submitted manually?
Issue 14	Should auditing rights regarding access to, and use and disclosure of, OSS information be reciprocal or should Verizon only have the right to conduct such audits? How frequently should such audits be conducted?
Issue 15	If auditing rights are made reciprocal as Part of this arbitration, should confidential information obtained in such an audit also be treated in a reciprocal fashion?
Issue 16	Under what circumstances should Verizon be able to suspend Covad's license to use Verizon OSS information based upon a purported breach of the Agreement?
Issue 18	Should Covad be obligated to provide Verizon access to Covad's OSS systems for the purpose of accessing information about Covad's customers that Verizon already possesses?
Issue 19	Should Verizon be obligated to provide Covad nondiscriminatory access to UNEs and UNE combinations consistent with Applicable Law?
Issue 20	Should the parties be allowed to negotiate the terms, conditions, and pricing for UNE or UNE combinations resulting from a change in law?
Issue 21	Should Verizon be required to provide Covad with access to UNEs at any technically feasible point?
Issue 22	Should Verizon commit to an appointment window for installing loops and pay a penalty when it misses the window?
Issue 23	What technical references should be used for the definition of the ISDN, ADSL and HDSL loops? (Florida is ISDN/HDSL only)
Issue 24	Should Verizon relieve loop capacity constraints for Covad to the same extent as it does so for its own customers?
Issue 25	Should Verizon provision Covad DS-1 loops with associated electronics needed for such loops to work, if it does so for its own end users?
Issue 26	Should Covad be able to offer full-strength symmetric DSL services?
Issue 27	Should the Agreement make clear that Covad has the right, under Applicable Law, to deploy services that either (1) fall under any of the loop type categories enumerated in the Agreement (albeit not the one ordered) or (2) do not fall under any of the loop type categories?
Issue 29	Should Verizon maintain or repair loops it provides to Covad in accordance with minimum standards that are at least as stringent as either its own retail standards or those of the telecommunications industry in general?
Issue 30	Should Verizon be obligated to cooperatively test loops it provides to Covad and what terms and conditions should apply to such testing?
Issue 31	Should the Agreement obligate Verizon to ensure that Covad can locate the loops Verizon provisions?

Issue 32	What terms, conditions and intervals should apply to Verizon's manual loop qualification process?
Issue 33	Should the Agreement allow Covad to contest the prequalification requirement for an order or set of orders?
Issue 34	In what interval should Verizon provision loops?
Issue 35	Under what terms and conditions should Verizon conduct line and station transfers (LSTs) to provision Covad loops?
Issue 36	Should Verizon provide Covad access to PARTS loop network architecture as an end-to-end UNE and provide Covad access to such UNE at the Central Office via port on the Verizon Optical Concentration Device?
Issue 37	Should Verizon be obligated to provide Line Partitioning ( <i>i.e.</i> , line sharing where the customer receives voice services from a reseller of Verizon's services)?
Issue 38	What interval should apply to collocation augmentations where a new splitter is to be installed?
Issue 39	What options should Covad have for testing line shared loops?
Issue 42	Should Verizon provide Covad access to unterminated dark fibers as a UNE? Should the dark fiber UNE include unlit fiber-optic cable that has not yet been terminated on a fiber patch panel at a pre-existing Verizon Accessible Terminal?
Issue 43	Should Covad be permitted to access dark fiber in any technically feasible configuration consistent with Applicable Law?
Issue 44	Should Verizon make available dark fiber that would require a cross connection between two strands of dark fiber in the same Verizon central office or splicing in order to provide a continuous dark fiber strand on a requested route? Should Covad be permitted to access dark fiber through intermediate central offices?
Issue 45	Should Verizon be obligated to offer Dark Fiber Loops that terminate in buildings other than central offices?
Issue 46	Should Covad be permitted to request that Verizon indicate the availability of dark fiber between any two points in a LATA without any regard to the number of dark fiber arrangements that must be spliced or cross connected together for Covad's desired route?
Issue 47	Should Verizon provide Covad detailed dark fiber inventory information?
Issue 48	Should Verizon's responses to field survey requests provide critical information about the dark fiber in question that would allow Covad a meaningful opportunity to use it?
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Issue 50	Should Verizon be permitted to reclaim dark fiber upon 12 months advanced notice to Covad?

Issue 51	Should Verizon provide Covad direct notification within one business day of end users switching from Verizon Telecommunications Services that Covad resells to a retail Verizon Service?
Issue 52	Should the Agreement provide that Covad will pay only those UNE rates that are approved by the Commission (as opposed to rates that merely appear in a Verizon tariff)?
Issue 53	Should Verizon provide notice of tariff revisions and rate changes to Covad?
Issue 55	Does Covad have an obligation to provide Verizon with collocation pursuant to Section 251(c)(6) of the Act?
Issue 56	Should the Agreement specify the minimum amount of DC power and additional power increments Covad may order?

As of the date of this Prearbitration Memorandum the following issues remain unresolved with respect to Verizon North:

Issue 1	Should Verizon continue to provide UNEs and other services required under the Act and the Agreement until there is a final and non-appealable change in law eliminating any such requirements?
Issue 2	Should the parties have the unlimited right to assess previously unbilled charges for services rendered?
Issue 3	When a good faith billing dispute arises between the Parties, how should the claim be tracked and referenced?
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Issue 47	Should Verizon provide Covad detailed dark fiber inventory information?
Issue 48	Should Verizon's responses to field survey requests provide critical information about the dark fiber in question that would allow Covad a meaningful opportunity to use it?
Issue 49	Should Verizon be permitted to refuse to lease up to a maximum of 25% of the dark fiber in any given segment of Verizon's network?
Issue 50	Should Verizon be permitted to reclaim dark fiber upon 12 months advanced notice to Covad?
Issue 51	Should Verizon provide Covad direct notification within one business day of end users switching from Verizon Telecommunications Services that Covad resells to a retail Verizon Service?
Issue 52	Should the Agreement provide that Covad will pay only those UNE rates that are approved by the Commission (as opposed to rates that merely appear in a Verizon tariff)?
Issue 53	Should Verizon provide notice of tariff revisions and rate changes to Covad?
Issue 55	Does Covad have an obligation to provide Verizon with collocation pursuant to Section 251(c)(6) of the Act?

### **III. Proposed Schedule and Identification of Witnesses**

Because this arbitration proceeding involves disputes over legal requirements and regulatory policy, rather than disputed issues of fact, Verizon believes that it would be appropriate to resolve these issues through simultaneous opening and reply briefs – along with any supporting declarations and reply declarations the parties choose to submit – with reply briefs limited to issues raised in the parties' opening briefs. Verizon is amenable to the filing of such briefs on an accelerated schedule, with briefing completed by the end of January 2002. In the event such briefing reveals the existence of disputed issues of fact relevant to the resolution of the legal and policy issues in these proceedings, then these matters could be set either for hearing or oral argument at that point to resolve those disputed issues.

Covad has indicated that it agrees to two rounds of simultaneous briefing, but believes that pre-filed testimony, discovery, and hearings should precede the filing of briefs. In the event that Covad's proposed procedural format is adopted, Verizon and Covad have agreed to the proposed schedule set out below:

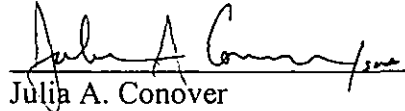
DATE	EVENT
December 31, 2002	Covad's Testimony
January 24, 2002	Verizon's Reply Testimony
Week of February 10, 2002	Hearings
The day after hearings end	Close of Discovery/Record
15 days after hearing	Briefs
10 days after opening briefs	Reply Briefs
15 days after issuance of recommended decision	Exceptions to Recommended Decision
10 days after filing, if applicable	Response to Exceptions

Finally, Verizon is in the process of identifying witnesses with respect to the open issues, in the event that disputed facts are identified with respect to any of those issues and pre-filed testimony, subject to cross-examination at a hearing, is to be submitted with respect to those disputes.



David K. Hall  
Verizon Communications  
1515 North Court House Road  
Fifth Floor  
Arlington, VA 22201  
(703) 351-3100  
david.k.hall@verizon.com

Respectfully submitted,



Julia A. Conover  
Suzan DeBusk Paiva  
Verizon Pennsylvania Inc.  
1717 Arch Street, 32NW  
Philadelphia, PA 19103  
(215) 963-6068  
julia.a.conover@verizon.com  
suzan.d.paiva@verizon.com

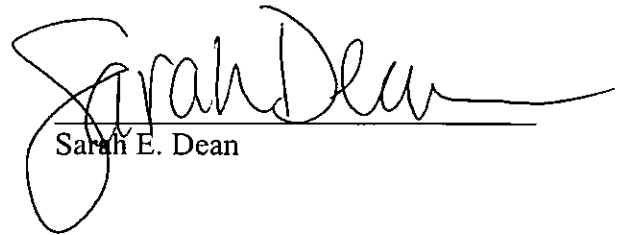
Aaron M. Panner  
Scott H. Angstreich  
Kellogg, Huber, Hansen,  
Todd & Evans, P.L.L.C.  
1615 M Street, N.W.  
Suite 400  
Washington, DC 20036  
(202) 326-7900  
apanner@khhte.com  
sangstreich@khhte.com

October 21, 2002

Counsel for Verizon Pennsylvania Inc. and  
Verizon North Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of Verizon's Prearbitration Memorandum in Case Nos. A-310696F7000 and A-310696F7001 were sent via electronic mail (if indicated by an asterisk) and overnight mail on October 21, 2002 to the parties on the attached list.

  
Sarah E. Dean

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SECRETARY'S BUREAU

## SERVICE LIST

\* Administrative Law Judge Marlane R. Chestnut  
1302 Philadelphia State Office Building  
1400 West Spring Garden Street  
Philadelphia, PA 19130

Irwin A. Popowsky  
Office of Consumer Advocate  
Forum Place, 5<sup>th</sup> Floor  
555 Walnut Street  
Harrisburg, PA 17101

Carol Pennington  
Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Charles F. Hoffman, Director  
Office of Trial Staff  
PA Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

David J. Chorzempa  
Covad Communications Co.  
227 West Monroe, 20th Floor  
Chicago, IL 60606

\* Antony R. Petrilla  
Anthony Hansel  
Covad Communications Co.  
600 14th Street, NE, Suite 750  
Washington, D.C. 20005

\* John F. Povilaitis  
Ryan, Russell, Ogden & Seltzer LLP  
800 North Third Street, Suite 101  
Harrisburg, Pennsylvania 17102-2025

# OALJ Hearing Report

Please check Those Blocks Which Apply

Docket No.:	A-310696F7000, A-310696F7001		YES	NO
		Prehearing Held:	<input type="checkbox"/>	<input type="checkbox"/>
Case Name:	Petition of DIECA Communications, Inc., t/a	Hearing Held:	<input type="checkbox"/>	<input type="checkbox"/>
	COVAD Communications Company	Testimony Taken:	<input type="checkbox"/>	<input type="checkbox"/>
	Petition of DIECA Communications, Inc., t/a COVAD	Transcript Due:	<input type="checkbox"/>	<input type="checkbox"/>
	Communications Company	Hearing Concluded:	<input type="checkbox"/>	<input type="checkbox"/>
Location:	Philadelphia, PA	Further Hearing Needed:	<input type="checkbox"/>	<input type="checkbox"/>
		Estimated Add'l Days:		
Date:	October 22, 2002			
		RECORD CLOSED:	<input type="checkbox"/>	<input type="checkbox"/>
ALJ:	Marlane R. Chestnut	DATE:		
		Briefs to be Filed:	<input type="checkbox"/>	<input type="checkbox"/>
Reporting Firm:	Commonwealth Reporting	DATE:		
		Bench Decision:	<input type="checkbox"/>	<input type="checkbox"/>
<p style="font-size: 2em; font-weight: bold; margin: 0;">DOCUMENT FOLDER</p>		REMARKS:	<p style="font-size: 2em; font-weight: bold; margin: 0;">DOCKETED</p> <p style="font-size: 1.5em; margin: 0;">NOV 21 2002</p>	

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Name and Telephone Number	Address	Who are you representing?				
John Povilaitis, Esq. Telephone: 717-236-7714	Ryan Russell Ogden & Seltzer 800 N. Third Street Suite 101	COVAD				
	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">City</td> <td style="text-align: center; border: none;">State</td> <td style="text-align: center; border: none;">Zip</td> </tr> <tr> <td style="border: none;">Harrisburg</td> <td style="border: none;">PA</td> <td style="border: none;">17102</td> </tr> </table>		City	State	Zip	Harrisburg
City	State	Zip				
Harrisburg	PA	17102				
	E-mail Address: <a href="mailto:jpovilaitis@ryanrussell.com">jpovilaitis@ryanrussell.com</a>	Fax Number: 717-236-7816				
Aaron Panner, Esq. Telephone: 202-326-7900	Kellogg Huber Hanser Todd & Evans 130 K Street, NW Suite 1000 West	Verizon				
	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">City</td> <td style="text-align: center; border: none;">State</td> <td style="text-align: center; border: none;">Zip</td> </tr> <tr> <td style="border: none;">Washington</td> <td style="border: none;">DC</td> <td style="border: none;">20005</td> </tr> </table>		City	State	Zip	Washington
City	State	Zip				
Washington	DC	20005				
	E-mail Address: <a href="mailto:apanner@khhte.com">apanner@khhte.com</a>	Fax Number: 202-326-7999				
Suzan DeBusk Paiva, Esq. Telephone: 215-963-6068	1717 Arch Street, 32 NW	Verizon				
	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">City</td> <td style="text-align: center; border: none;">State</td> <td style="text-align: center; border: none;">Zip</td> </tr> <tr> <td style="border: none;">Philadelphia</td> <td style="border: none;">PA</td> <td style="border: none;">19103</td> </tr> </table>		City	State	Zip	Philadelphia
City	State	Zip				
Philadelphia	PA	19103				
	E-mail Address: <a href="mailto:suzan.d.paiva@verizon.com">suzan.d.paiva@verizon.com</a>	Fax Number: 215-563-2658				

Check this box if additional parties or attendees appear on back of form.

*[Handwritten Signature]*

Reporter's Signature

**Note: Completion of this form does not constitute an entry of appearance, see 52 Pa. Code §§1.24 and 1.25.**

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 COMMUNICATIONS  
 SECTION

Name and Telephone Number	Address			Who are you representing?
ANTHONY R. PETRILLA	DIECA COMM INC., d/b/a COVAD COMM. CO. 600 14TH ST N.W., SUITE 750 City: WASHINGTON State: DC Zip: 20005			DIECA COMMUNICATIONS, INC., D/B/A COVAD COMMUNICATIONS COMPANY
Telephone: (202) 220-0400	E-mail Address: apetrilla@covad.com			Fax Number:
Anthony Hansel	" " " " City: " State: " Zip: "			DIECA Communications, Inc, d/b/a Covad Communications Company
Telephone:	E-mail Address: fhansel@covad.com			Fax Number:
	City State Zip			
Telephone:	E-mail Address:			Fax Number:
	City State Zip			
Telephone:	E-mail Address:			Fax Number:
	City State Zip			
Telephone:	E-mail Address:			Fax Number:
	City State Zip			
Telephone:	E-mail Address:			Fax Number:
	City State Zip			
Telephone:	E-mail Address:			Fax Number:
	City State Zip			
Telephone:	E-mail Address:			Fax Number: